CITY OF POST FALLS

CITY COUNCIL MEETING AGENDA

May 19, 2026
6:00 PM

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

WORKSHOP – 5:00 pm 2nd Floor Conference Room

a. Land Use Application Data 2018-2025

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

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

a. Appointment of Mark Brantl as Police Chief and Approval of Employment Contract and Oath of Office **ACTION ITEM**

b. Appointment of Scott Tulleners to the Parks and Recreation Commission **ACTION ITEM**

c. Traditional Family Values Proclamation

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 – May 5th, 2026, City Council Meeting

b. Payables 05/06/2026 - 05/20/2026

c. Prairie Medical Campus Phase I Construction Improvement Agreement

d. Adoption of Updated Personnel Policy

e. Adoption of Updated Surplus Property Disposal Policy

f. Adoption of Updated Procurement Policy

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 Avenue Annexation (ANNX-25-5)

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

a. Mullan Annexation (ANNX-25-7)

b. Solids Conveyor Purchase Contract with JDV Equipment — Water Reclamation Facility Solids Handling Improvements Project

c. Change Order with BDP Industries for an Additional Belt Press - Water Reclamation Facility Solids Handling Improvements Project

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. Professional Services Agreement — JUB Engineering - Poleline / Greensferry Project

b. Safe Streets for All Grant Application and Resolution

c. Ordinance Updating Door-to-Door Solicitation

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

a. Publishing Council Agendas

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: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Land Use Application Data 2018-2025

ITEM AND RECOMMENDED ACTION:
Staff will introduce a new GIS informational dashboard and present land use application data from 2018-2025 for informational purposes.

DISCUSSION:
Community Development Director, Bob Seale, will introduce a new GIS dashboard used to track land use applications from 2018-2025. The dashboard will be updated on an annual basis going forward. The dashboard tracks the following application types:

- Annexations
- Plats
- Site Plans
- Preliminary Plats (subdivisions
- Special Use Permits
- Vacant Land Activity

Additional information will be provided to account for Zone changes and Planned Unit Develpments (PUDs).

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

APPROVED OR DIRECTION GIVEN:
Related information was previously requested by a Council member. The dashboard will display the data goind forward.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. PowerPoint Land Use Applications 2018-2025

Land Use Applications 2018-2025

Bob Seale, AICP
Community Development Director
May 19, 2026

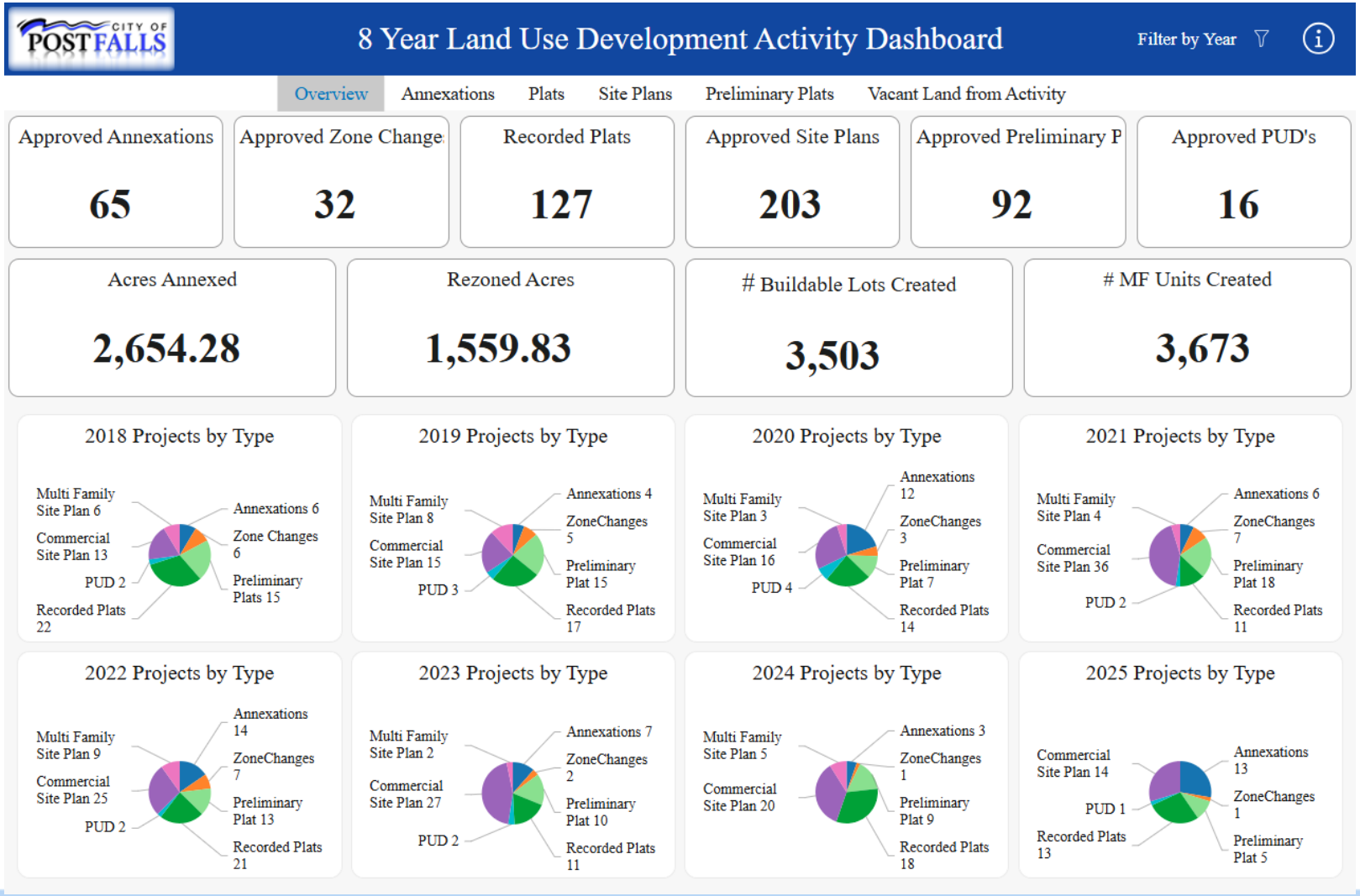
CITY OF POST FALLS

Land Use Applications 2018-2025

Applications by Type and Count

- Annexations
- Plats
- Site Plans
- Preliminary Plats (subdivisions)
- Special Use Permits
- PUD’s
- Zone Changes

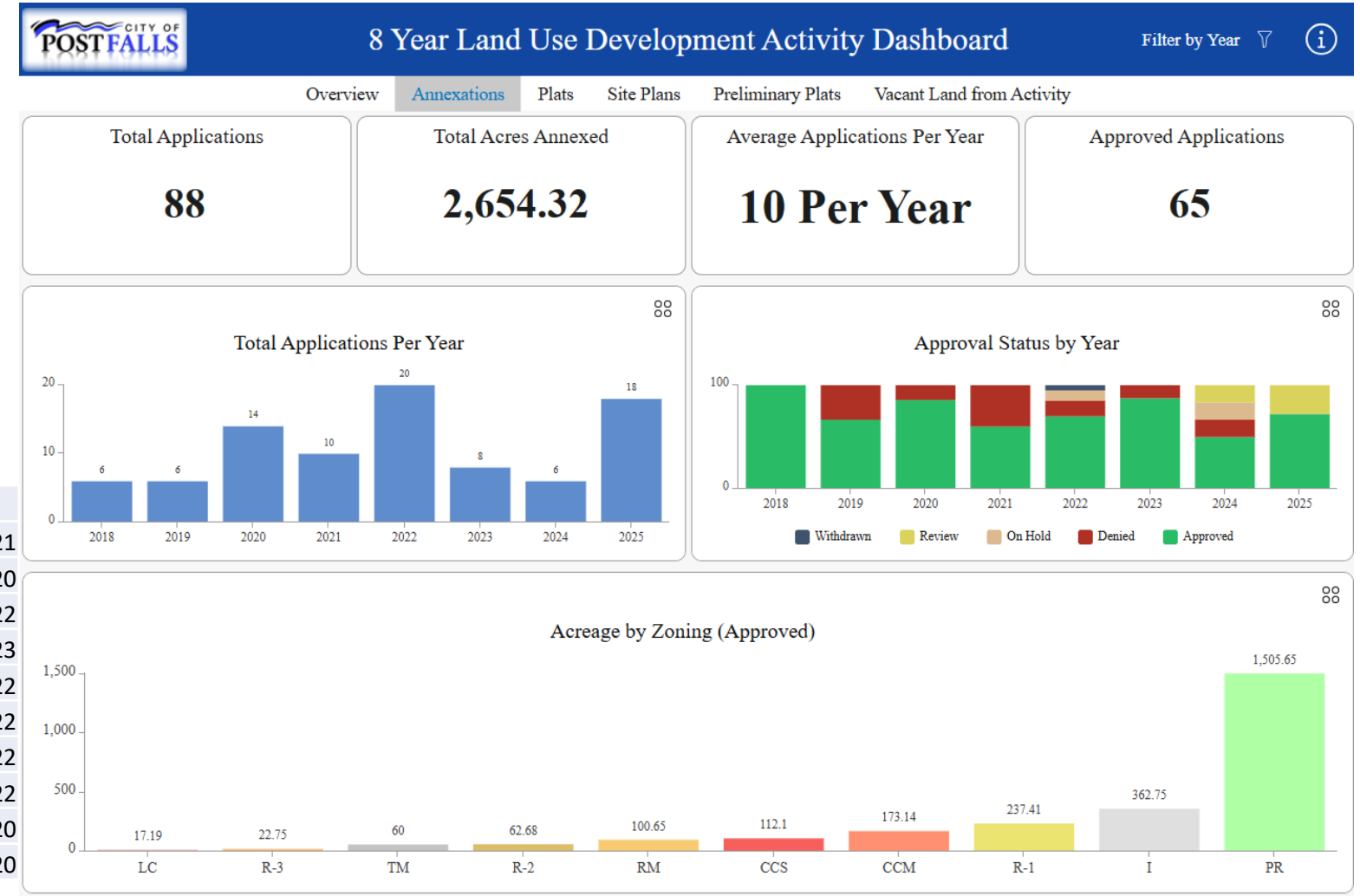
New Dashboard: Land Use Activity



Annexation Applications 2018-2025

2018-2021
- 28 Annexations
- 1,442 Acres

2022-2025
- 33 Annexations
- 1,211 Acres



Top Ten Contributors to Total Acreage

Annexation Title	Zone	Acres	Year
Land App Annexation	PR	717	2021
Post Falls Annexation (Community Forest)	PR	440	2020
Pleasant View North Annexation	I	348	2022
Land App (Thompson Satchwell)	PR	284	2023
Jacklin Prairie Annexation	CCM	94	2022
Pleasant View North Annexation	RM	86	2022
Pleasant View North Annexation	CCM	70	2022
Pleasant View North Annexation	PR	65	2022
Phillip Wirth Annexation	TM	60	2020
Green Meadows 1St Addition Annexation	R-1	42	2020

**Approved Applications* includes breaking down Pleasant View into more than one Application for zoning calculations purposes.*

CITY OF POSTFALLS

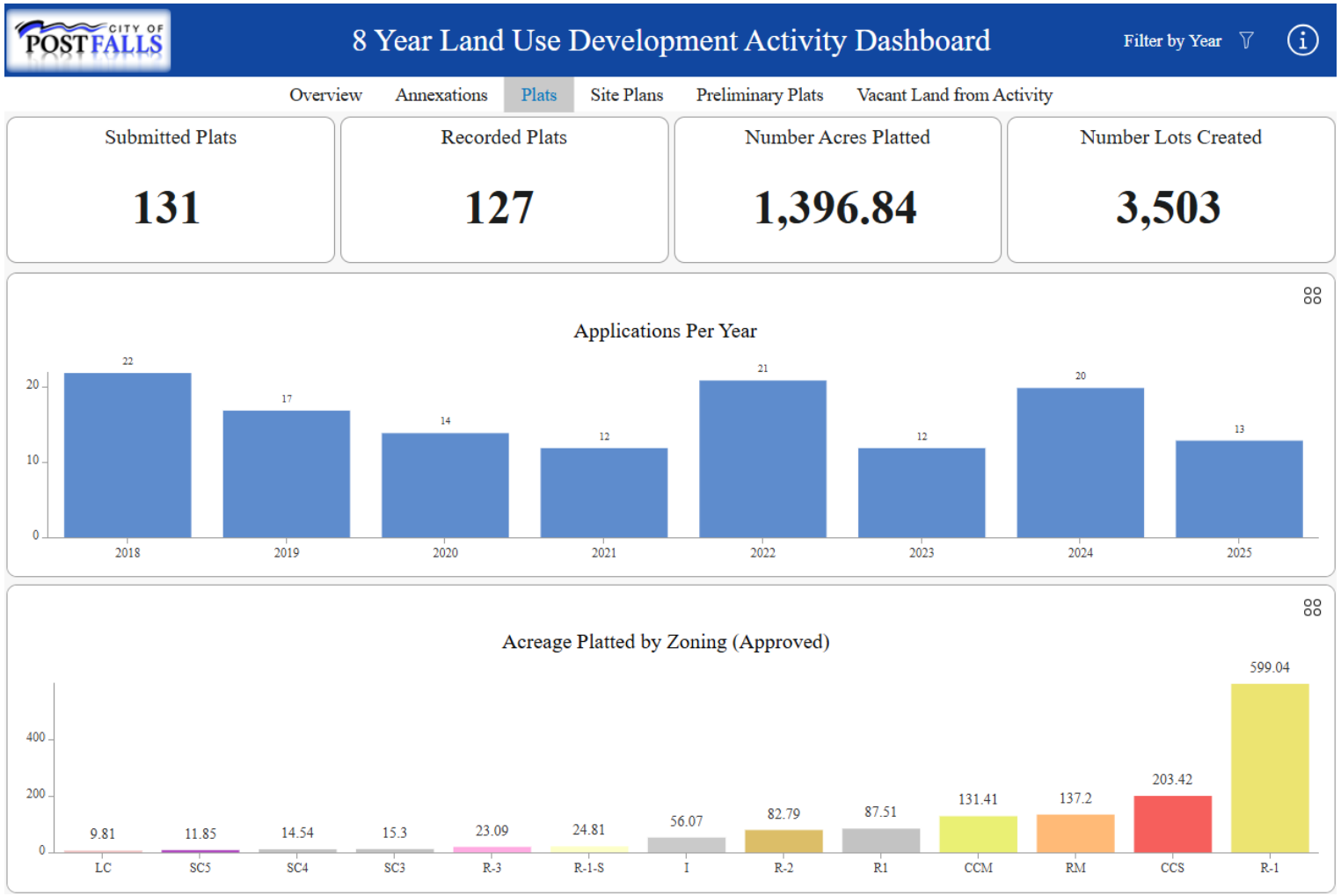
Plat Applications 2018-2025

2018-2021
- 64 Plats
- 1,865 lots

2022-2025
- 63 Plats
- 1,638 lots

Top Ten Contributors to Platted Lots

Subdivision	Zone	Lots	Acres	Year
CROWN RESERVE	RM	149	84	2025
WOODBRIDGE SOUTH 1ST ADDITION	R1	90	74	2018
GREEN MEADOWS	RM	90	26	2019
NORTH PLACE EAST	R-1	89	27	2021
FOXTAIL 5TH ADDITION	R-1	85	17	2021
THE POST: A TOWNHOME COMMUNITY	LC	83	9	2025
FOXTAIL 6TH ADDITION	R-1	78	28	2021
CORBIN MEADOWS	R-1	77	19	2022
FOXTAIL 9TH ADDITION	R-1	76	18	2024
FOXTAIL 8TH ADDITION	R-1	75	15	2023



Site Plan Applications 2018-2025

2018-2021
- 80 Applications
- 21 related to MF Developments

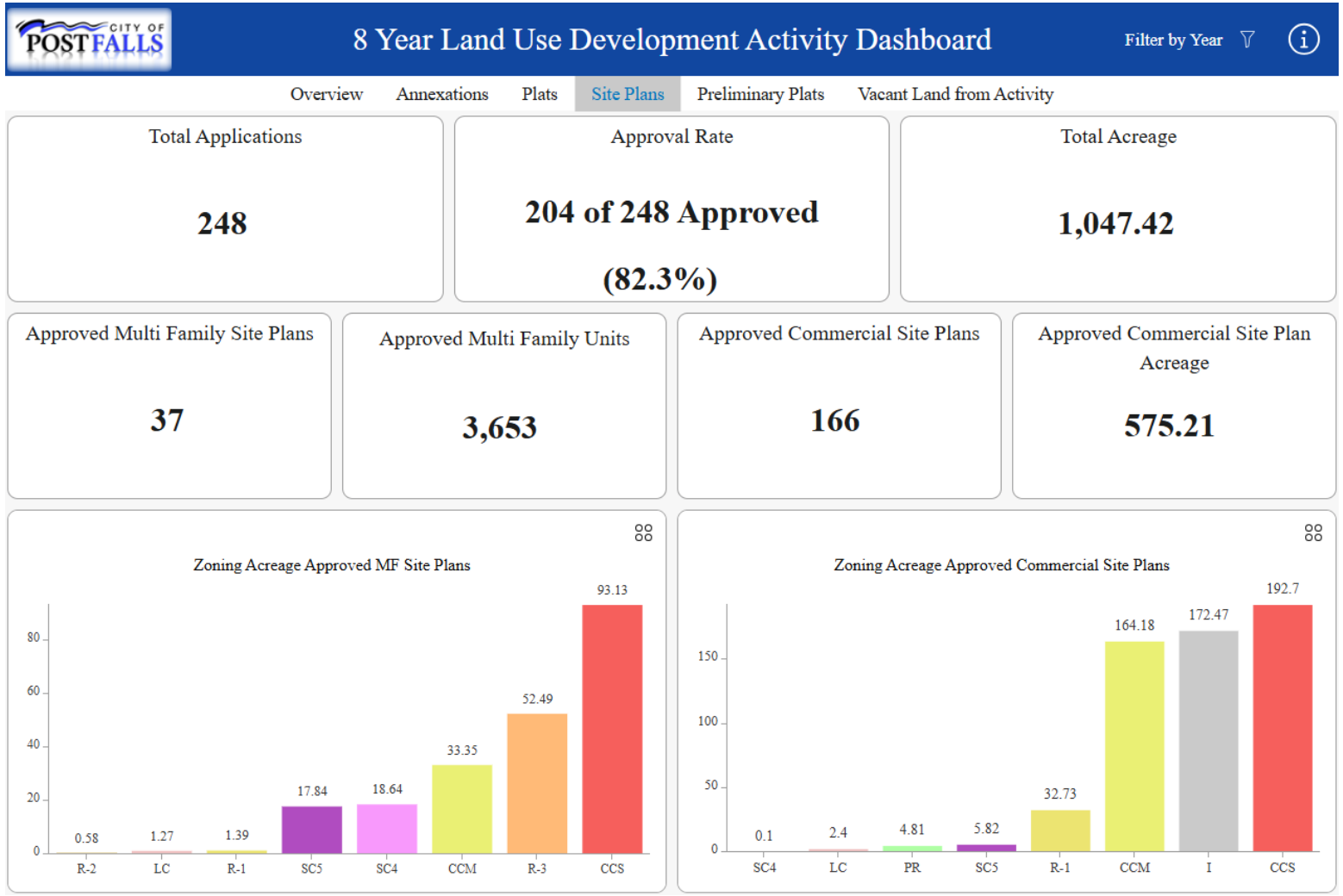
2022-2025
- 86 Applications
- 16 related to MF Developments

2018-2021
- 2,277 MF Units
- 1,865 SF Units

2022-2025
- 1,396 MF Units
- 1,638 SF Units

Median Site Development: 64 units
Average Site Size: 5.9 Acres

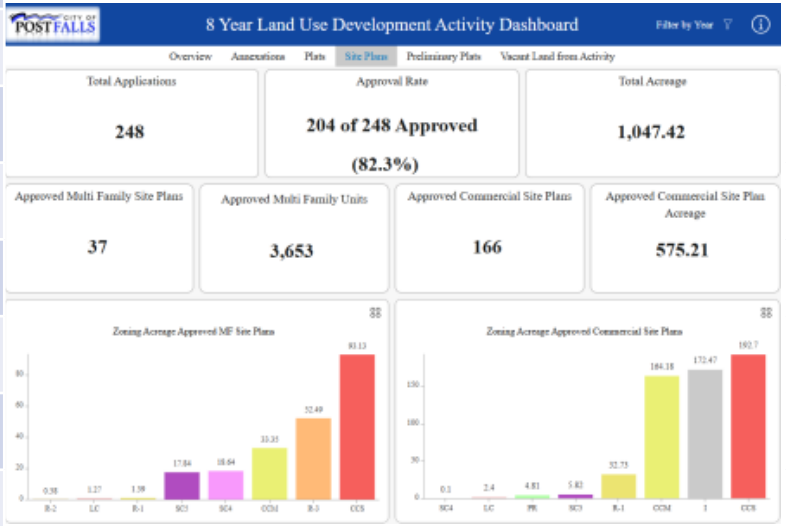
Total Housing Units 2018-2025
- 7,176 Units Approved



*129 Site Plans for Commercial, Industrial, Non-residential uses

Multifamily Site Plans by Zone 2018-2025

2018-2021		
Zone	Number of Units	Acres
CCM	0	0
CCS	844	64.3
LC	0	0
R-1	0	0
R-2	6	.57
R-3	897	50.8
SC4	365	17
SC5	145	14.5
TOTAL	**2,257**	**147**
Units/Acre		*15.34*



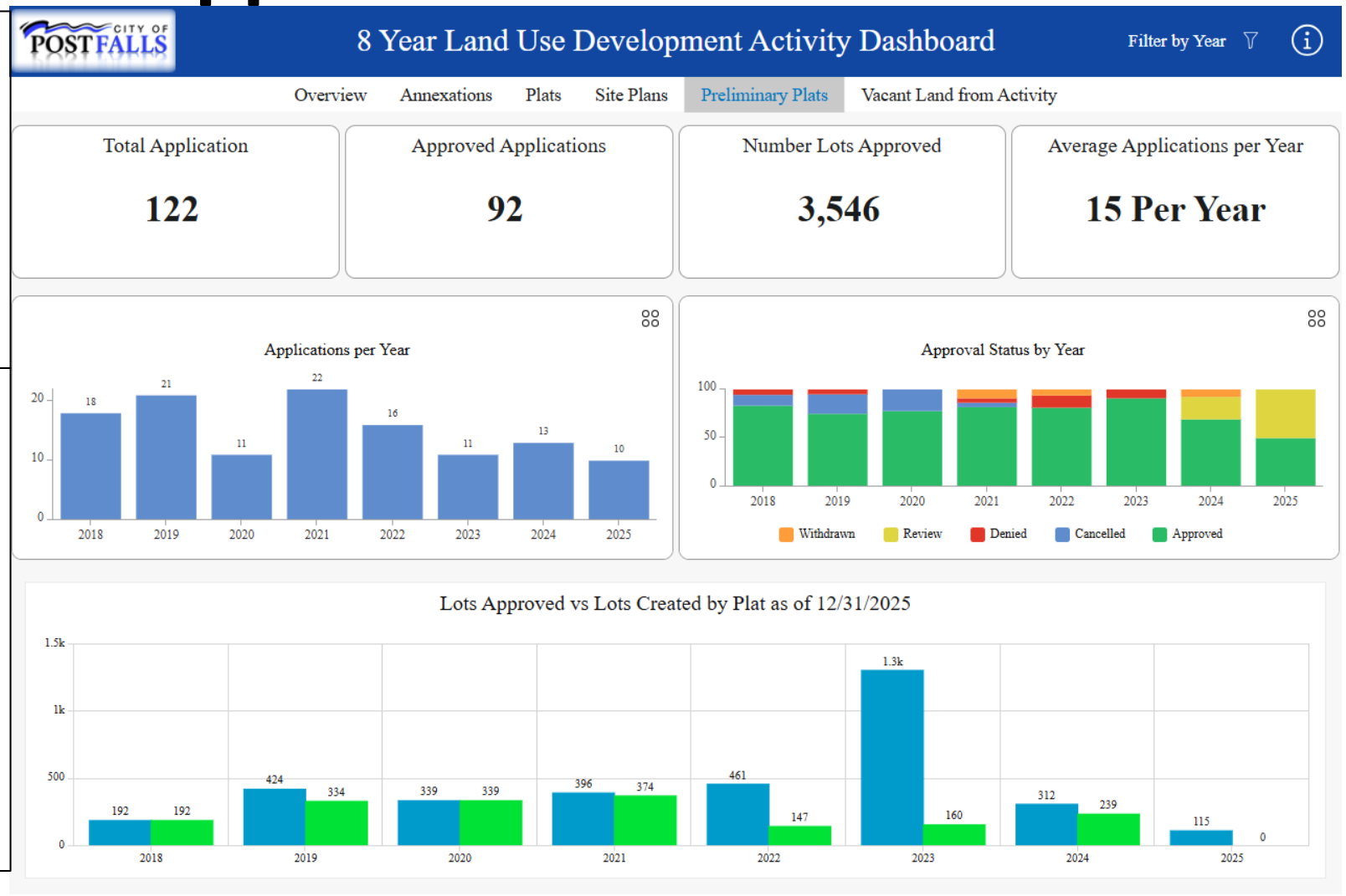
2022-2025		
Zone	Number of Units	Acres
CCM	526	33.3
CCS	627	28.8
LC	18	1.27
R-1	12	1.4
R-2	0	0
R-3	32	1.6
SC4	72	1.67
SC5	109	3.3
TOTAL	**1,396**	**71**
Units/Acre		*19.57*

Preliminary Plat Applications 2018-2025

2018-2021
- 54 Approved
- 1,351 Parcels

2022-2025
- 38 Approved
- 2,195 parcels

R-1:	**45 (1,562 lots)**
R-2:	**11 (240 lots)**
R-3:	**3**
SC4:	**1**
SC5:	**1**
RM:	**2 (1,273 lots)**
CCS:	**15 (147 lots)**
CCM:	**1**
LC:	**3**
I:	**6**



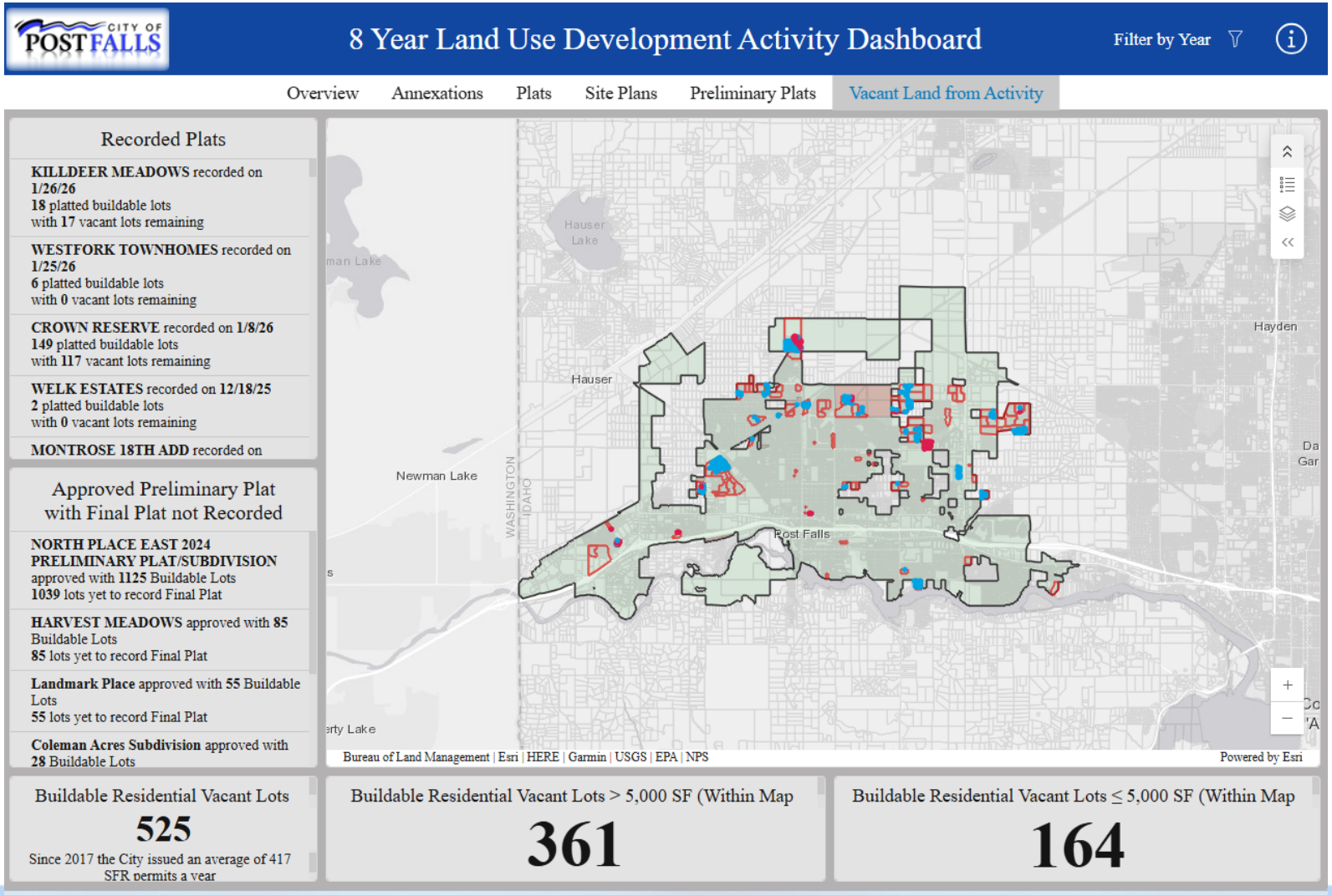
AKA subdivisions

Items to Note 2018-2025

Zone Changes (29)	
New Zone	Old Zones
CCM (3)	CCS, R-1, I
CCS (4)	HI, I, R-2
I (2)	R-1
R-1 (4)	R-1-S, I
R-2 (5)	R-1, I
R-3 (2)	HI, LC
RM (3)	R-1, PR
SC5 (3)	HI,SC4, CCS, R-2
PR (1)	R-1

Planned Unit Development (PUD) (20)	
Denied	3
New	8
Amendments	8
Withdrawn	1
Removed 11 MF units in favor of cottages in Foxtail	

Vacant Land Activity Dashboard



Questions & Discussion

May 19, 2026

CITY OF POST FALLS

CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Appointment of Mark Brantl as Police Chief and Approval of Employment Contract and Oath of Office **ACTION ITEM**

ITEM AND RECOMMENDED ACTION:
Mayor Westlund requests confirmation of his appointment of Captain Mark Brantl as Police Chief. Confirmation requires a majority vote of the full city council. An affirmative vote to confirm Captain Brantl will also approve his employment contract with the City and authorize the mayor to sign. If approved, Chief Brantl will take his oath of office immediately following the vote.

DISCUSSION:
Mayor Westlund has chosen Captain Mark Brantl as his appointee to the Police Chief position. Captain Brantl has spent his entire career working for the Post Falls Police Department. In that time, he has served in nearly every capacity in the police department, working his way up to the rank of Captain, making him a strong candidate for the Police Chief position. Under Post Falls Municipal Code Section 2.08.010, the Police Chief position is an appointed position, meaning that the Mayor's appointment must be confirmed by a majority vote of the full city council as provided in Idaho Code 50-205.

A copy of Captain Brantl's resume is attached along with an employment contact based on the city's template contract for department head positions.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Mr. Brantl's initial salary is $6,577.60 per pay period, which is consistent with the City's personnel policy for promotions. Future increases are contingent upon performance and council approval for raises for other city staff members. The remaining benefits are the same as the other department head agreements.

BUDGET CODE:
N/A

ATTACHMENTS:
1. 04.27.26 Mark Brantl Clean Chief Materials
2. Mark Brantl Chief PD Employment Contract_Redacted

Mark Brantl

Post Falls ID

(208) 277-8602

COVER LETTER

April 27th, 2026

Shelly Enderud
City Administrator
City of Post Falls
408 N Spokane St, Post Falls Idaho 83854

I am respectfully submitting my application for the position of Interim Chief of Police for the Post Falls Police Department. With over 25 years of continuous service to this agency and community, I have had the privilege of serving in nearly every operational and command capacity within the department. That experience has given me a comprehensive understanding of our organization, our personnel, and the evolving needs of the community we serve.

Throughout my career, I have progressed through assignments in patrol, traffic enforcement, drug investigations, SWAT, supervision, and executive command. As Captain of the Investigations Division, I currently oversee Detectives, School Resource Officers, Community Services, Victim Services, and Evidence. In this role, my focus has been on strengthening investigative effectiveness, improving interagency coordination, and ensuring our services remain responsive and professional. Previously, as Lieutenant and Sergeant in the Patrol Division, I led frontline operations, specialized units, and training programs that directly shaped officer readiness and performance across the department.

A consistent theme in my career has been building strong teams and improving operational effectiveness through training, accountability, and modern policing practices. I have served as a SWAT operator and team leader, K9 supervisor, Rangemaster, and reality-based training instructor, and I have been directly involved in developing officers from entry level through leadership roles. More recently, I have expanded my focus to include technology integration and systems management, serving as the department's Spillman/Flex administrator to improve data accuracy, reporting capabilities, and operational efficiency.

If selected as Interim Chief of Police, my priority will be to continue strengthening public trust, supporting employee development, and ensuring that the Post Falls Police Department remains a professional, accountable, and community-focused organization. I am committed to transparent leadership, data-informed decision making, and fostering strong partnerships with our community, schools, and regional public safety partners. My goal is to build on the strong foundation already in place while preparing the department for future challenges.

I appreciate your time and consideration for this position and look forward to the opportunity to discuss my qualifications and vision for the future of the Post Falls Police Department in greater detail.

Respectfully,

Mark Brantl

MARK BRANTL

CONTACT

[redacted]
mbrantl@postfallspolice.gov

LEADERSHIP HIGHLIGHTS

- 25+ years serving the Post Falls community
- Command experience across patrol, investigations, and specialty units
- Proven leader in training, tactical operations, and organizational development
- Strong collaboration with regional partners, schools, and community stakeholders

EDUCATION/CERTIFICATIONS

A.A.S., Law Enforcement – North Idaho College

FBI Command College
Force Science Certification
DEA Basic Investigator School
IACP & Idaho Chiefs Conferences FEMA L0930 Emergency Management
Spillman/Flex Systems & Records Administration Certifications

PROFILE

Law enforcement executive with 25+ years of progressive leadership within the Post Falls Police Department. Proven ability to lead patrol and investigative operations, develop personnel, and implement modern policing strategies. Deep institutional knowledge of the community, strong regional partnerships, and a commitment to transparency, accountability, and community trust.

EXPERIENCE

Post Falls Police Department – Idaho

Captain, Investigations Division | 2021–Present

- Lead Investigations Division: Detectives, SROs, Community Services, Victim Services, and Evidence
- Oversee major case investigations, personnel, and strategic operations
- Strengthen community partnerships and victim-centered services
- Serve as Spillman/Flex Systems Administrator, enhancing data use and efficiency

Lieutenant, Patrol Division | 2018–2021

- Commanded patrol operations and specialty units (K9, Traffic, Training, Range)
- Managed staffing, deployment, and operational readiness
- Advanced training and coordination between patrol and investigations

Sergeant, Patrol Division | 2007–2018

- Supervised patrol teams and K9 Unit; served as Rangemaster
- Led firearms and reality-based training programs
- Managed shift operations and critical incident response

Officer / Specialized Assignments | 1998–2007

- DUI Enforcement Officer; Drug Task Force Detective
- SWAT/SRU Team Leader, Sniper, Entry Team

PROFESSIONAL REFERENCES

Paul Berger

Captain, Idaho State Police Region 1

[redacted]

Paul.berger@isp.idaho.gov

Dena Naccarato

Superintendent, Post Falls School District

[redacted]

Dena.naccarato@sd273.com

Frank Bowne

Lieutenant, Post Falls Police Department

[redacted]

fbowne@postfallspolice.gov

City of Post Falls
POLICE DEPARTMENT
1717 E. Polston • Post Falls, Idaho 83854 • Phone (208) 773-3517 • Fax (208) 773-3200

Frank Bowne; Lieutenant
Post Falls Police Department
1717 E. Polston Ave.
Post Falls, ID 83854
(208) 773-6344
fbowne@postfallspolice.gov

April 23rd, 2026

RE: Captain Mark Brantl selection as Chief of Police

To whom it may concern,

I wanted to write this letter supporting Captain Mark Brantl as Chief of Police for the Post Falls Police Department.

I have known and worked with Captain Brantl since 2005. He has extensive knowledge of law enforcement and has been a part of building the police department to what it is today. He has worked as a patrol officer, drug task force officer, dui patrol officer, patrol sergeant, patrol lieutenant, and now captain. Captain Brantl was instrumental in implementing our canine unit in 2009 which carries on today.

Captain Brantl has shown impeccable leadership throughout his career. He has maintained partnerships with other agencies for many years, which is force multiplier for those agencies as well as ours. These types of partnerships can only occur with excellent leadership.

Captain Brantl is a "Team Player". The "Day to Day" operations are not what should be focused on, anyone could do it. What I think you should consider are the intangibles that

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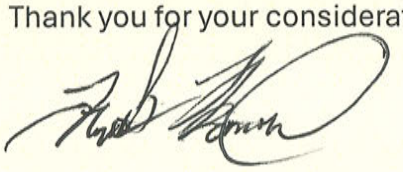
POLICE DEPARTMENT
1717 E. Polston • Post Falls, Idaho 83854 • Phone (208) 773-3517 • Fax (208) 773-3200

Captain Brantl brings to the table. These things cannot be taught. They are learned from the type of experience Captain Brantl has.

Some may want the Chief's position as a feather in their cap, Captain Brantl feels he has a duty to serve the men and women of this police department, and the citizens of Post Falls.

Thank you for your consideration,



Lieutenant Frank Bowne

Post Falls Police Department

EMPLOYMENT CONTRACT

Chief of Police

THIS AGREEMENT is made this _____ day of May, 2026, 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 **Mark Brantl**.

WHEREAS, The City of Post Falls, (hereinafter the "City") desires to employ the services of Mark Brantl, (hereinafter the "Employee") as the Chief of Police for the City of Post Falls; and

WHEREAS, A copy of the position description for the Chief of Police position is attached to this Agreement as Exhibit "A;"

WHEREAS, the appointment of a Chief of Police is governed by Municipal Code § 2.08.010 and Idaho Code § 50-204, and the Chief of Police serves at the pleasure of the Mayor and City Council; and

WHEREAS, The City desires to enter into this Agreement to establish the terms and conditions of employment prior to appointing Employee to this position; and

WHEREAS, Employee desires to enter into this Agreement to establish the terms and conditions of employment prior to accepting appointment to this position.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Chief of Police as described in Exhibit "A." The parties agree that the duties of the Chief of Police may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Chief of Police is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

2. Term. The term of this Agreement will commence on May 7, 2026, and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.

3. Duties. The parties agree that Employee's job duties as Chief of Police are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Chief of Police and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Chief of Police is a policy-sensitive position.

4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.

5. Salary. During the initial six (6) months of Employee's employment as Chief of Police, the City agrees to pay Employee a salary of $6,577.60 for each two-week pay period. If, at the end of the initial six (6) month probationary period, Employee receives a satisfactory performance evaluation, the City agrees to grant Employee a salary increase of five percent (5%).

   Thereafter, the parties agree that Employee will continue receiving annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of the then currently adopted pay range for the Chief of Police.

   In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted employees, if any, up to the top of the then currently adopted pay range for the Chief of Police.

   Additionally, the parties further agree that the top of the adopted salary range will be increased annually by the same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees. The parties also agree that the salary range for the Chief of Police will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:

   a. Paid Time Off. Employee will accrue Paid Time Off ("PTO") at the rate identified in the City's most currently adopted personnel policy based on the

Employee's service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off ("EPTO"). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee's VEBA account at Employee's current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.

b. Bereavement Leave. Employee will receive bereavement leave in an amount identified in the City's most recently adopted personnel rules.

c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.

d. Retirement. Employee will receive the same Public Employee Retirement System ("PERSI") retirement benefits as those provided to all other full-time benefited employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee's PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars ($1,300). The parties agree that the Mayor and City Council may approve increases to the City's PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.

e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to perform the duties of Chief of Police, which includes the Idaho Chief of Police Association and the International Chiefs of Police Association. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.

f. Continuing Education and Professional Development. The City agrees to annually budget $5,000 to pay for Employee's travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.

g. Vehicle Provision. The City agrees to provide Employee with a vehicle for performing their official duties. Any personal use of the vehicle shall adhere to the City's adopted policies. The City will be responsible for the maintenance and repair of the vehicle to ensure its reliability and safety. Employee is responsible for ensuring that the vehicle is maintained in good condition, promptly reporting any issues or damages, and cooperating with the City's

procedures for maintenance and repair. At the end of employment or the City's request, Employee agrees to return the Vehicle to the City in good condition, normal wear and tear excepted. Failure to return the vehicle in the stipulated condition may result in deductions from Employee's final compensation or other remedies as provided by law.

7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Chief of Police by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.

8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.

9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.

10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.

11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves its annual budget. If the Employee timely provides such notice, the resignation will be

treated as an effective termination of this Agreement by the City and Employee will be entitled to Separation Pay under the conditions listed in Section 13.

13. Separation Pay. If the Employee is terminated by the City after successful completion of the probationary period when the Employee is otherwise willing and able to perform the duties of the Chief of Police pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively "Separation Pay") for Employee and all Employee's dependents covered by the City's health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as attached to this Agreement as Exhibit "B." However, no Separation Pay will be paid if, at the sole discretion of the City, it is determined that any of the following exemptions apply.

    Exceptions:

    a. Conviction of any criminal act relating to employment with the City;

    b. Conduct relating to City employment, which, while not criminal in nature, violates the personnel manual or other reasonable standards of professional and personal conduct in a substantial manner;

    c. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude; or

    d. Conviction of any felony offense.

14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

15. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or City personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.

16. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

a. City: City of Post Falls
C/O Shelly Enderud, City Administrator
408 N. Spokane Street
Post Falls, ID 83854
senderud@postfalls.gov

b. Employee: Mark Brantl
[redacted]

Notice will be deemed given as of the date of personal service, or email, or as of the date five days after the date of deposit in the custody of the United States Postal Service.

17. General Provisions.

a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Chief of Police.

b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. 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.

d. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

e. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

f. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to are incorporated herein by this reference and made a part of this Agreement.

g. Section Headings. The section headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the sections to which they apply.

h. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties, and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

IN WITNESS WHEREOF, the City of Post Falls has caused this agreement to be executed on its behalf by its Mayor and attested by its City Clerk, and the Employee has executed this Agreement.

CITY OF POST FALLS	**EMPLOYEE**
_____	_____
Randy Westlund, Mayor	Mark Brantl
Date: _____	Date: _____

ATTEST:

_____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of May, 2026 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

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of May, 2026 by **Mark Brantl**.

_____

Signature of notary public

(Stamp above)

CITY OF POST FALLS
CLASS SPECIFICATION

POLICE CHIEF

Pay Grade: 21
FLSA Designation: Exempt Updated: 6/7/2021

General Statement of Duties

Plans and directs the long-term programs and activities of the Police Department in the enforcement of laws and ordinances and the prevention of crime and protection of life and property; performs related work as required.

Classification Summary

The principal function of an employee in this class is to serve as executive officer of the City Police Department with the responsibility of planning and directing all the functions, activities and operations of the Department. This position is responsible for the protection of lives and property in the City through the supervision and direction of all police functions. The work is performed under the direct supervision of the City Administrator, but considerable latitude is granted for the exercise of independent judgment and initiative. Supervision is exercised over the work of all police department employees. The principal duties of this class are performed in both a general office environment and an outdoor environment that may include exposure to adverse weather conditions and to potential personal danger.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities:

- Develops objectives, plans, programs, and policies for the Police Department;
- Prepares and oversees the Department budget and develops strategies that will ensure fiscal responsibility in carrying out effective law enforcement/policing programs;
- Consults with the City Administrator in formulating policies and regulations governing the activities of the Police Department;
- Directs the selection, supervision, and work evaluation of Department personnel;
- Provides leadership and encourages leadership in management and supervisory personnel;
- Represents the City and Police Department in maintaining liaison with civic, business, community, and professional organizations;
- Develops leadership skills in police officers and civilian employees to assist them in interaction and problem solving efforts within the community;
- Works with the Administrative staff of the Department to manage and make decisions on personnel issues, the development of employees in their positions, as well as the development of supervisors and managers in supervision and leadership principles and actions;

- Works cooperatively with prosecutorial agencies and encourage the cooperation of police officers and other Police Department employees, to facilitate and support the prosecution of matters initiated by the Department;
- To encourage and provide on-going training of police officers in legal and criminal matters;
- Work cooperatively with the Human Resources and Legal Departments to address personnel issues;
- Communicate effectively to establish and maintain working relationships with other Department Heads, employees, the public and other interested and affected parties;
- Serves on Executive Administrative Team to establish goals and direction of the city;
- Holds all employees accountable for their actions and conduct and administers discipline in accordance with Department and City Employee policies and procedures;
- Develops policies and procedures to administer the activities of all divisions and bureaus of the Department;
- Meets with all supervisors and managers on a regular basis to discuss issues of management and Department policy, and makes changes as necessary;
- Plans and directs the long-term Police Department administrative, operational, support, public education, and public relations activities;
- Develops service-related issue plans for forecasting long range police operational and capital improvement needs and presents reports to Mayor and Council;
- Develops and manages Department policies, procedures, directives, and general orders;
- Performs all work duties and activities in accordance with City and Department policies, procedures and safety practices.

Other Duties and Responsibilities

- Performs duties of subordinate personnel, including patrol and investigative duties, as needed;
- On call after duty hours to respond to emergency situations;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- The theories, principles, and practices of leadership, supervision and training involved in the supervision and management of a City Department;
- Contemporary management techniques for planning, organizing, leading, and inspecting;
- Contemporary legal issues such as criminal laws, labor laws, and civil laws that affect police agencies;
- Police Department functions, procedures, policies, goals, organization, general orders, and rules and regulations;
- Local, state and federal laws as applicable to municipal law enforcement;
- Municipal budget preparation and planning methods and techniques for a City department;

- Operation of a personal computer and job-related software.

Ability to:

- Supervise, manage and lead the City Police Department under both routine and emergency circumstances;
- Analyze complex police management problems and apply effective solutions;
- Plan, assign, supervise, and review the work of police officers and other assigned staff;
- Deal constructively with conflict and develop effective solutions;
- Make quick, sound judgment decisions in tactical situations;
- Supervise and lead subordinates through instruction in the performance of their duties;
- Understand and apply departmental, state, and local law enforcement procedures, policies, rules, and regulations;
- Analyze situations quickly and objectively, to recognize actual and potential dangers, and to determine proper course of action;
- Establish and maintain effective relations with department employees and with citizens with varied racial, ethnic, or economic backgrounds;
- Demonstrate proficiency in the use and care of firearms;
- Communicate clearly and concisely, orally and in writing;
- Prepare accurate and grammatically correct written reports;
- Operate a motor vehicle;
- Operate standard office equipment including a personal computer using program applications appropriate to assigned duties;
- Keep immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Uphold the Law Enforcement Code of Ethics at all times;
- Respond to citizen requests in a courteous and effective manner;
- Make sound and reasonable decisions in accordance with laws, ordinances, regulations, and established procedures;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity, ingenuity, and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Bachelor’s degree in police administration, criminology, or a related field is preferred; and
- Extensive experience in contemporary police work which has afforded progressively responsible experience in a variety of police functions; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- Idaho POST certification;
- Valid Driver's License.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions, lead and direct a major City department, communicate effectively and perform telephone and radio communications;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions, observe department processes and procedures, prepare and review a wide variety of written and financial documents, and sight and shoot a firearm;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to use a firearm safely and effectively, prepare reports and evaluations, utilize equipment required for the performance of duties, and operate a vehicle;
- Sufficient personal mobility, flexibility, stamina, strength, and agility, and physical reflexes, with or without reasonable accommodation, which permits the employee to bend or stoop repeatedly, sit or stand for long periods of time and perform all duties required in a law enforcement environment.

EXHIBIT "B"

CONFIDENTIAL SEPARATION, SEVERANCE AND RELEASE AGREEMENT

THIS CONFIDENTIAL SEPARATION, SEVERANCE, AND RELEASE AGREEMENT ("Agreement") is made by and between the City of Post Falls ("City"), and <NAME> ("Employee"). "City" and "Employee" are collectively referred to as the "Parties" in this Agreement. The Parties agree as follows:

1. Background. Employee has been employed with the City and is currently employed as <POSITION>. for the City under an Employment Contract dated _____. The Parties agree that it is in the Parties best interest to terminate the Employment Contract, ending the employer/employee relationship between the Parties. As such the Parties agree that Employee's last date of employment will be _____ (the "Termination Date"). After the Termination Date, the Employee is not authorized to work on behalf of the City or access any system or network belonging to the City. Any such action would be considered a material breach of this Agreement and grounds for revocation and recoupment of the Severance Pay, below, along with all other legal options available to the City. City has offered Employee severance pay to which Employee would not otherwise be entitled in consideration of Employee's release and waiver of claims against the City arising from Employee's employment with and termination of employment from the City. Employee wishes to accept the severance pay and agrees to abide by the terms and conditions set forth in this Agreement.

2. Effective Date. Unless otherwise revoked by Employee as provided below, this Agreement shall be effective on the eighth (8^{th}) day following the date Employee signs and returns this Agreement to the City (the "Effective Date").

3. Severance Pay. The City agrees to pay Employee severance pay equal to a maximum of four (4) months of regular salary and four (4) months of COBRA health care coverage continuation (total gross amount of $_____) in a lump sum, less applicable withholdings, payroll taxes, and deductions, upon the Effective Date of this Agreement as outlined in Section 2 above. The City's payment of the severance pay is specifically conditioned on Employee not revoking this Agreement as outlined below in Section 11K.

4. Release by Employee. In consideration of the promises made and the severance pay provided, Employee hereby fully and forever waives, releases, and discharges the City, and its elected officials, employees, attorneys, insurers, and agents (collectively the "Released Parties") from and against any and all liabilities, claims, demands, actions, and causes of action, suits, charges, damages, or other demands or claims of any kind whatsoever known or unknown, foreseen or unforeseen involving any matter arising out of or in any way related, directly or indirectly, to Employee's employment with the City or the termination of Employee's employment with the City (collectively the "Claims"). The Parties agree and acknowledge that the Claims released include, but are not limited to, any Claims or actions based upon any common law tort action, breach of contract, misrepresentation, promissory estoppel, wrongful discharge, fraud, defamation, interference with contract, infliction of emotional distress, rehire or reemployment rights, any and all discrimination claims or rights to sue that might be available to Employee under federal, state, or local statutes, laws, regulations or ordinances, including but not limited to the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act; Title VII of the Civil Rights Act; the Equal Pay Act of 1963; the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008; the Family and Medical Leave Act; the Fair Labor Standards Act; the National Labor Relations Act; the Employee Retirement Income

Security Act; the Fair Credit Reporting Act; and any provisions of the Idaho Code Annotated, including but not limited to the Idaho Human Rights Act and the Idaho Wage Claims Act.

5. Claims not Released by Employee. The release in Section 4 does not release or apply to: (a) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission or the Idaho Human Rights Commission, although the Employee waives any right to monetary relief related to such an administrative charge or complaint or in an associated lawsuit; (b) any Claims arising from conduct or occurrences that take place after the Effective Date of this Agreement; (c) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of applicable plan documents; (d) unemployment insurance or workers compensation claims; or (e) any other rights that cannot be released as a matter of law.

6. Representation Regarding Litigation. The Employee represents that they have not filed any lawsuits against the City or any of the other Released Parties. Except as otherwise permitted below, the Employee promises and agrees that Employee will not do so at any time in the future concerning any Claims that arose on or before the Effective Date of this Agreement.

7. Ownership of Claims by Employee. Employee represents and warrants that they have not assigned or transferred any Claim against the Released Parties to any third party. Employee further agrees to indemnify, defend, and hold harmless each and all of the Released Parties against any and all Claims based on, arising out of, or in connection with any such transfer or assignment, or purported transfer or assignment, of any Claims or any portion thereof or interest therein.

8. Earned Salary and Benefits. Regardless of whether Employee signs this Agreement, Employee shall be paid Employee's compensation and benefits, including PTO and Executive PTO, earned and vested through the Termination Date. No additional compensation or benefits will accrue to Employee after the Termination Date.

9. Confidentiality of Agreement. To the extent allowed by law, Employee and the City agree that the facts of and the terms, payments, and conditions provided for in this Agreement shall remain confidential and shall not be disclosed to anyone except: (i) to the extent that either Party is legally obligated to disclose any of the terms and conditions of the Agreement or to the extent that a regulatory body with authority and jurisdiction over matters addressed in or related to this Agreement shall request information contained in this Agreement; (ii) the Parties may disclose the terms and conditions of this Agreement to their respective legal and/or tax counsel; and (iii) Employee may disclose the terms and conditions of this Agreement to Employee's immediate family. The Parties agree to ensure that any individual or entity to whom the provisions of this Agreement are disclosed will abide by this confidentiality provision. Employee acknowledges that any failure to keep this Agreement or its terms confidential, including the consideration paid for this Agreement, shall constitute a material breach of this Agreement.

10. Continued Obligation of Confidentiality Regarding City Information. Except as otherwise permitted under this Agreement, Employee warrants and agrees that Employee has a continuing obligation after the Termination Date to not keep in Employee's possession any City property or information, and to not disclose any confidential or proprietary information concerning or relating to the City ("Confidential Information"), which was acquired during the course of or as a result of Employee's employment, to any third party. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Pursuant to 18 U.S.C. § 1833(b)(The Defend Trade Secrets Act Notice), an individual may not be held

criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual who files a lawsuit for retaliation by an employer based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

11. Non-Disparagement Obligations. The Parties agree that they wish to end their relationship and part company in an amicable manner. Accordingly, and except as otherwise permitted in this Agreement, Employee agrees to not disparage, criticize, or demean the City, its work, services, or personnel with any third party or through any media, social media platform, or other publication. Similarly, the City agrees not to disparage, criticize, or demean the Employee and their work with any third party or through any media.

12. Post-Termination Cooperation. For a period of sixty (60) days after the Termination Date, the Employee agrees that they will continue to provide reasonable cooperation to the City with respect to any City related matters that they may have insight or information about. Employee agrees that they will be reasonably available to answer questions, which will only be directed to them by the City Administrator, City Attorney, or Mayor. The Employee further agrees to not respond to any inquiries from any other City employee, in their capacity as employees, to maintain consistent communication with the appointed representatives of the City. Additionally, at all times in the future, the Employee will reasonably cooperate in and with any proceeding or dispute relating to any matter that occurred during Employee's employment in which Employee was involved or of which Employee has knowledge or may be called as witness. Employee will, in performing this obligation, provide truthful testimony in any jurisdiction or forum required. Without limiting the generality of the foregoing, to the extent the City seeks Employee's assistance, the City will use reasonable efforts, whenever possible, to provide Employee with reasonable advance notice of its need for them.

13. No Application for Reemployment. Employee agrees that they will not apply for employment or seek reinstatement with the City. Employee agrees that this term is a legitimate, non-discriminatory, and non-retaliatory reason for the City to reject any application from Employee in the future.

14. Age Discrimination in Employment Act Acknowledgments. In conjunction with the Age Discrimination in Employment Act:

A. Employee acknowledges that they have had a reasonable time within which to consider this Agreement before executing it and that no one coerced or hurried them into executing this Agreement;

B. Employee acknowledges that they have carefully read and fully understands all of the provisions of this Agreement, and declares that the Agreement is written in a manner that Employee understands;

C. Employee acknowledges that they understand that they are, through this Agreement, releasing the City and all Released Parties from any and all claims Employee may have against them and that this Agreement constitutes a release and discharge of claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f) ("OWBPA");

D. Employee declares that their agreement to all of the terms set forth in this Agreement is knowingly and is voluntary;

E. Employee knowingly and voluntarily intends to be legally bound by the terms of this Agreement;

F. Employee acknowledges and agrees that through this Agreement, they are receiving consideration in addition to anything of value to which Employee is already entitled;

G. Employee acknowledges that they were advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Employee's choice prior to executing this Agreement, and states that Employee did consider this option before executing this Agreement;

H. Employee acknowledges that they understand that rights or claims that may arise after the date this Agreement is executed are not waived; and

I. Employee acknowledges that they understand that they are responsible for compliance with any obligation to pay taxes with respect to any proceeds received from the City in connection with this Agreement, and Employee agrees to indemnify and hold the City harmless from any failure on Employee's part to comply with those obligations.

J. Employee acknowledges that they understand that they have twenty-one (21) days to consider this Agreement, and in the event Employee decides to execute this Agreement in fewer than twenty-one (21) days, Employee has done so with the express understanding that they have been given and declined the opportunity to consider the Agreement for a full twenty-one (21) days; and

K. Employee acknowledges that they may revoke this Agreement at any time within seven (7) days after Employee executes the Agreement and that this Agreement is not effective or enforceable until the eighth (8^{th}) day following his execution of the Agreement.

15. Return of City Property. Employee represents and warrants that they have or will return to the City all of the City's property in Employee's possession, along with any City information, including City's Confidential Information, in whatever form maintained, by no later than the Effective Date of this Agreement, including, but not limited to computers, phones, smartphones, tablets, electronic storage devices, customer information, keys, passwords, and all tangible and intangible property belonging to the City or relating to Employee's employment with the City. Employee further represents and warrants that Employee has not retained copies, electronic or otherwise, of such property.

16. Employee's Application for Unemployment. The City will not respond to any inquiry for an unemployment claim made by the Employee to the Idaho Department of Labor and Industry unless the information contained in such a claim is disputed, false, or disparaging to the City. The City cannot guarantee whether the Employee will be found eligible for, or will be provided benefits under, any claim made for unemployment.

17. No Admission of Liability. This Agreement shall not be in any way construed as an admission by the City that it has acted wrongfully with respect to Employee or any other person.

18. Other Terms. This Agreement shall be binding on the Parties and their heirs. The provisions of this Agreement are severable, and if any provision is held to be invalid or enforceable, it shall not affect the validity or enforcement of other terms. This Agreement sets forth the entire agreement between the Parties and supersedes all prior oral agreements or writings.

19. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. 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.

20. Notice. Any notices required under this Agreement shall be served upon the Parties via First Class U.S. Mail as follows:

Notice to City:

City of Post Falls c/o City Administrator

4087 N. Spokane Street

Post Falls, ID 83854

Notice to Employee:

<NAME>

_____

_____

21. Acknowledgment by Employee.

A. Employee acknowledges that they have carefully read and fully understand all the provisions of this Agreement, and that they knowingly, voluntarily and of Employee's own free will enter into this Agreement.

B. Employee acknowledges that the payment Employee is to receive under the terms of this Agreement in exchange for Employee's release and waiver is consideration to which Employee would not otherwise be entitled and that the consideration set forth herein is adequate and satisfactory.

C. Employee acknowledges that Employee's employment with the City will be permanently and irrevocably severed on or before the Termination Date and that the City has no obligation to re-hire, re-employ, recall, or hire Employee in the future.

<Signature page to follow>

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF CERTAIN KNOWN OR UNKNOWN CLAIMS.

Read, Understood, and Agreed to:

Employee:

_____
<NAME>

Date:_____

Employer:

City of Post Falls

By:_____
_____, Mayor

Date:_____

ATTEST:

_____
_____, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on _____ by _____ and _____ as the **Mayor** and **City Clerk,** respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

_____
Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on _____ by _____.

_____
Signature of notary public

(Stamp above)

Outlook

Online Form Submittal: Boards and Commissions Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 4/8/2026 11:59 AM
To CityClerk <cityclerk@postfalls.gov>

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.

Boards and Commissions Application

Name	Scott Tulleners
Residence Address	[redacted]
Mailing Address	[redacted]
Phone	[redacted]
Email Address	[redacted]
Current Employer	Idaho State Police
Position	Trooper
I would be willing to serve in the following appointed position(s)	Parks & Recreation Commission (4 year term)
Resident of the City of Post Falls	3 but I was born here and lived just outside of city limits
Resident of Kootenai County	26
Current government or associated government positions you hold or have held	Idaho State Police since 2004.
List all current or past Post Falls community involvement	For the past 5 seasons I have coached youth flag football. I had also attended numerous post falls events in a law enforcement capacity.
What direction or experience would you contribute to this board?	My knowledge of post falls, the history of it, graduate of the Post Falls school system. I'm also a realestate agent as well and understand the current market and growth.

Do you anticipate any conflict of interest in any finding which you might be required to make as a member of this board?	No
Why do you want to be considered for this board placement?	I believe with my community involvement, long history as a resident of the area and active participant in coaching youth sports, I would fit right in with decision making and contributing to our city.
Upload Your Resume (Optional)	*Field not completed.*
Electronic Signature Agreement	I agree.
Electronic Signature	Scott E. Tulleners
Date	4/8/2026

This application will be held for one year

Email not displaying correctly? View it in your browser.

Proclamation

Traditional Family Values Month

WHEREAS, traditional families, consisting of a natural mother and father, children, and extended family, have been a cornerstone of society, fostering security, stability, and values of citizenship; and

WHEREAS, the freedom to uphold these values, rooted in the laws of nature and protected by the U.S. Constitution, is vital to societal well-being; and

WHEREAS, traditional families have declined significantly, with only 17.8% of Americans living in nuclear families today, compared to 77.5% of children living with married parents in 1960, while single-person households rose from 13% in 1960 to 28% in 2018, divorce rates increased from 27% in 1950 to 45% today, and births to unmarried women rose from 5% in 1960 to 40% now; and

WHEREAS, stable families yield lower rates of mental illness, addiction, crime, and teenage pregnancy, providing the lowest-cost option for individuals and society; and

WHEREAS, the Idaho State Legislature passed, in 2025, HCR18 declaring a Traditional Family Values Month to bring awareness to Traditional Families and the challenges they face.

NOW, THEREFORE, I RANDY WESTLUND, Mayor of the City of Post Falls, Idaho, do hereby proclaim Mother's Day, May 10th to Father's Day, June 21th, 2026 as

TRADITIONAL FAMILY VALUES MONTH

In Post Falls, recognizing the value of families with a natural mother, father, children, and extended relatives.

Celebrating: The first week, including Mother's Day, for motherhood; The second week for sons, brothers, and uncles; The third week for grandparents; The fourth week for daughters, sisters, and aunts; and The fifth period, including Father's Day, for fatherhood and marriage between a man and a woman.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Post Falls, Idaho on this 19th of May in the year of Our Lord, two thousand and twenty six.

Dated this 19 of May, 2026.

Mayor City of Post Falls

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES

May 5, 2026 6:00 PM

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

WORKSHOP – 5:00 pm 2nd Floor Conference Room

a. Personnel Policy Updates

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

City Attorney Field Herrington presented personnel policy changes. The proposed changes include pay scale adjustments, level progression & senior position edits, admin leave additions, paid leave edits, and termination clarification.

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

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

Mayor Westlund announced that Q'emiln Park and Falls Park will be closed May 11 through 13 for Avista work on the dam. The City of Post Falls will host this year's Post Falls Festival Parade, July 11.

a. North Idaho Special Assistant U.S. Attorney

Shoshone County Prosecuting Attorney Benjamin Allen introduced the North Idaho Special Assistant U.S. Attorney, Julia Zimny, and explained her role in the area.

b. Humanitarian Award to Trey Buster

Captain Mark Brantl presented Mr. Buster with the Humanitarian Award for his life-saving actions during an incident in the City of Post Falls.

c. Kootenai County Fire and Rescue Temporary Levy

Kootenai County Fire and Rescue Chief Holley presented information on the KCFR Temporary Levy that will be on the May 19, 2026 ballot.

d. Appointment of Dana Repan and John Houseman to the Parks and Recreation Commission

Mr. Houseman withdrew his application from the Parks and Recreation Commission.

Ms. Repan was present for questions from council on her application to be appointed to the Parks and Recreation Commission. There were no questions from council.

Motion by City Council Malloy to Approve the Appointment of Dana Repan to the Parks and Recreation Commission.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
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

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

a. Minutes – April 14th, 2026, City Council Workshop

b. Payables 4/22/2026 - 5/06/2026

c. February Cash and Investments

d. Donation of City Vehicles to KTEC

e. Park Naming Policy

f. Foxtail 13th Addition Construction Improvement Agreement

g. Gaul Annexation Reasoned Decision (ANNX-25-1)

h. Prairie Medical Zone Change Reasoned Decision (ZC-25-2)

Councilor Malloy explained to the audience that the donation of vehicles to KTEC were vehicles that had exceeded their useful life to the city, not new vehicles.

Councilor Steigleder had a question about the Park Naming Policy edits. Deputy City Administrator Warren Wilson explained that in the new draft for the list of exceptional community service, they added an 'other category' that should satisfy her previous concerns.

Motion by City Council Malloy to accept the Consent Calendar as presented.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

a. North Chase Place Annexation (ANNX-25-8)

Public Hearing Opened at 6:23 pm

Associate Planner Justin Sauder presented for the city. The applicant is requesting to annex 4.98 acres into the city with a Single-Family Residential (R-1) requested zoning designation. The property location and available utilities were reviewed. Compatibility with goals and policies of the requested annexation and zoning was presented.

City Engineer Robert Palus answered Councilor Malloy's question on the change in sewer availability. There was an elevation issue originally, but this applicant changed their plan to accommodate an elevation that would work for city sewer services.

Councilor Steigleder asked Mr. Palus about road exits and entrances for the project.
Councilor Ziegler asked about the rights-of-way requested to be annexed into Post Falls by the Post Falls Highway District. Mr. Palus explained that this would allow the street to be serviced only by the city, rather than one half with the highway district and one half with the city.

Merle Van Houten presented for the applicant. Surrounding land uses and the future land use map were reviewed. Mr. Van Houten presented the conceptual layout for the project.

Testimony
In Favor: None
Neutral: None
Opposed: Frank Pratt, (Post Falls) is concerned because his neighborhood has an emergency access property that abuts the project. Future plans to use or connect the emergency access to the new project have not been discussed with Mr. Pratt's HOA nor has the developer or the city contacted the HOA about what will happen with that access if this annexation is approved.

Rebuttal
Applicant's Representative: The annexation is not the right place for the discussion on the issue of the emergency access property. That is more in the development agreement process.
Mr. Palus gave information about the emergency access. The City has an easement on the emergency access property. The City will work with the Homeowner's Association when the time comes.

Public Hearing Closed at 6:54 pm

Council discussed the review criteria.

Motion by City Council Malloy to Approve the North Chase Place Annexation (ANNX-25-8) with a Single Family (R1) Zoning Designation.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

b. Fisher Lift Station Annexation (ANNX-26-1)

Public Hearing Opened at 7:00 pm

Planning Manager Jon Manley presented for the city: This is a request by the City of Post Falls to annex 0.51 acres into the city with a requested Single-Family Residential (R1) zoning designation. The City of Post Falls is the property owner and requests the annexation in order to construct the future Fisher Lift Station. Mr. Manley presented the zone change review criteria and the surrounding uses.
Councilor Steigleder asked if this is the normal zoning for a lift station. Mr. Manley answered that usually it is whatever the surrounding uses are.

There was no public testimony.

Public Hearing Closed at 7:05 pm

Review criteria were discussed by council.

Motion by City Council Malloy to Approve the Fisher Lift Station Annexation (ANNX-26-1) with a Single-Family Residential (R1) zoning designation.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

c. Public Works Annexation (ANNX-26-2)

Public Hearing Opened at 7:08 pm

Planning Manager Jon Manley presented for the city. This is a city-owned parcel that is being requested to be annexed into the city with an Industrial (I) zoning designation. This property will be used as the Public Works Operations center for the city. Utilities and surrounding uses were reviewed. Zone change review criteria were presented. Compatibility with goals and policies of the requested annexation and zoning was presented.
Councilor Steigleder asked about the unavailability of sewer to this property and how that would work in the future. Mr. Manley responded that the city is going to develop sewer up to this area at some point in the future, but in the interim a septic is planned for the property.
Councilor Mosby asked how the septic system would work with the proposed park. Mr. Manley responded that there is no active plan for that park at this time.

There was no public testimony.

Public Hearing Closed at 7:16 pm

Review criteria were discussed with council.

Motion by City Council Malloy to Approve the Public Works Annexation (ANNX-26-2) with an Industrial zoning designation.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

a. Public Works Operations Center Scope Modifications

Public Works Director John Beacham presented. Mr. Beacham reviewed the history of public works facilities. The new Public Works Operations Center's original scope and possible modifications of that scope were presented. A design contract was awarded in 2025 for a starter

facility. The original designs created more issues than they were solving, so staff looked into a design for a more comprehensive center. The modified design plans for the facility were presented. Facilities funding, including future Facilities Master Plan items were discussed. Staff recommend proceeding with the increased scope of the facility versus the phased project.
Councilor Steigleder asked how many people would be using this facility. Mr. Beacham responded that approximately 50 employees will be using the building.
Councilor Lucca asked if there would be operational efficiencies by going with the increased scope. Mr. Beacham responded that yes, there would be, they are just difficult to quantify.
Councilor Steigleder asked what impacts the expanded scope would have on future facility improvements and vehicle replacements. Mr. Beacham went over the potential financial impacts to those funds.
Councilor Lucca asked if there was potential to sell any of the buildings the divisions would be moving out of. Mr. Beacham responded that likely not, they are all owned by Water Reclamation and would likely be demolished or used by Water Reclamation.

Council supported the increased scope of design and construction for the Public Works Operations Center, including the Fleet Shop. It was concluded there was no vote needed for this item, as it was meant to get council direction for staff.

b. Public Works Operations Center - Integrus Contract Amendments

Public Works Director John Beacham presented the Integrus Contract Amendments to the Public Works Operations Center. As council agreed in the previous council agenda item, to increase the scope of the Public Works Operations Center, thereby it increases the amount of this contract.

Motion by City Council Malloy to Approve the Public Works Operations Center - Integrus Contract Amendments for the full requested scope including the Fleet Shop.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

c. Police Department Parking Lot Improvements, Recommendation to Award

Public Works Projects Division Manager Andrew Arbini presented the items for the Police Department Parking Lot Improvements (items c. d. and e. together as they are all on the same project). Project location and background was reviewed. The project includes expanding secured parking facilities for police department vehicles, expanding public parking facilities, stormwater, fencing, and a future building pad.
Councilor Lucca had questions about the secured parking areas being farther away from the main police building. Captain Mark Brantl answered that the new secured lot will house vehicles that are not used daily, and would not be too far away for staff.
Mr. Arbini presented the bid results and that Interstate Concrete submitted the low bid of $801,147.74. Staff recommends Interstate be awarded the contract and that council authorize a contingency. Construction Management Services were reviewed and the need for them in this project was explained.
Councilor Malloy asked why CMS services were needed in a seemingly simple project. Mr. Arbini broke down the individual tasks involved in the CMS for this project. The total requested for the CMS contract with contingency is $95,260.10.
Councilor Steigleder asked if the contract has maximums, why do we need a contingency? Mr. Arbini answered that if there are unknowns found such as an unknown waterline was discovered

when digging started.
Mr. Arbini presented the contract with Solid Rock Gate and Supply, a local vendor, for the gates at the police department. They have supplied gates and support for gates at other city facilities in the past. Total request for this including continengcy is $74,005.15.

Motion by City Council Malloy to Approve the Police Department Parking Lot Improvements, Recommendation to Award.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

d. Police Department Parking Lot Improvements, Construction Management Services

Presentation for this item was done in item 3(c)

Motion by City Council Malloy to Approve the Police Department Parking Lot Improvements, Construction Management Services.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

e. Police Department Parking Lot Improvements, Contract for Vehicle Access Gates

Presentation for this item was done in item 3(c)

Motion by City Council Malloy to Approve the Police Department Parking Lot Improvements, Contract for Vehicle Access Gates.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

f. Poleline and SH-41 Gravity Sewer Replacement, Recommendation to Award

Public Works Projects Division Manager Andrew Arbini presented. The background for the project was reviewed. The deficiencies with the sewer main and the project scope were discussed.
Councilor Lucca asked what could have asked the sewer line block and if anyone is at fault for the blockage. Mr. Arbini answered that there is a low point that has been compounded with additional flows. It is unknown if something happened with construction around the area to impact the line. Typically, there is a one-year warranty on public works construction projects.
Mr. Arbini explained the additional project work will be two utility adjustments on SH-41 and 16th Ave, and SH-41 and Poleline Ave. Including work on all these in one project will be a savings to the city.
Councilor Steigleder asked what the traffic control plan would look like for the project, especially the manhole cover work. Mr. Arbini responded that he doesn't have the plan for this meeting, but can follow up with council on that information.
Councilor Lucca asked why the manhole cover is in issue, since this is a relatively new roadway. Mr. Arbini responded that he does not have that information but will talk with the Engineering Division to get additional information.

The low bid was from Gritty Lands for $579,507. This is above the engineer's estimate, but below the total budgeted amount for this project.
Councilor Steigleder asked if we separated the projects, would we perhaps get a lower bid? Mr. Arbini responded that it was not likely. The complexity of the project is mostly the traffic control, so breaking up the projects likely wouldn't help with bidding. The total requested with contingency is $637,457.
The construction management services contract amendment with Adurra will be for $129,734, which includes the contingency.

Motion by City Council Malloy to Approve the Poleline and SH-41 Gravity Sewer Replacement, Recommendation to Award.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

g. Poleline and SH-41 Gravity Sewer Replacement, Contract Amendment for Construction Management Services

Presentation for this item was done in item 3(f)

Motion by City Council Malloy to Approve the Poleline and SH-41 Gravity Sewer Replacement, Contract Amendment for Construction Management Services.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

h. City of Post Falls - 2025 Transportation Master Plan

Mayor Westlund stated this is just a continuation of deliberation from the last meeting's public hearing.
Councilor Mosby stated he had time to read through the plan, and he listed a few of the things he appreciated about the plan. He also asked why there's no contemplation of connectivity to the south side of the river. Councilor Ziegler responded that cost is the biggest issue. Councilor Malloy responded that geology is also an issue as it's mostly rock over there. Mayor Westlund also stated that wastewater services would be extremely costly to set up over there.

Motion by City Council Malloy to Approve the City of Post Falls - 2025 Transportation Master Plan.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
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. 2026 Chip Seal Contract Award - American Road Maintenance

Public Works Maintenance Manager Ross Junkin presented. This is an annual project. There were two pre-qualified contractors. The low bidder was Amercian Road Maintenance. The recent pricing history of this project was reviewed with council. We moved to 1/2 inch chip seal from 1/4 in previous years. This is due to mostly wider arterial work this year versus residential streets in the past. Our budget this year was $630,000. The bid came in about $100,000 less than what was budgeted.
Councilor Steigleder asked if we could increase the amount of work we do this year as the bid came in under our budgeted amount. Mr. Junkin responded that we may be able to do that, up to 25%, which is the allowed change amount in the contract.
Mr. Junkin reviewed road condition data with council. Staff plan to conduct future pavement condition assessments on a 5–7 year basis. The total requested amount for this contract, including a contingency, is $523,903.07. Mr. Junkin assured council he will look into adding more chip sealing with the remaining $100,000 this year.

Motion by City Council Malloy to Approve the 2026 Chip Seal Contract Award - American Road Maintenance.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

b. Northeast Quadrant - Sanitary Sewer Study Update

Senior Staff Engineer Jim Mulcahy presented. The original study was completed in 2018. Since that time, significant improvements in the area have been made, although there are some remaining improvements needed. The main reasons for the update are the widening of HWY 41, rapid growth, and the Tech Park development. The project cost is $126,400.
Councilor Steigleder asked why this has to be done outside the Wastewater Master Plan. Mr. Mulcahy responded that this is a faster study than the whole Master Plan, and this will be incorporated into that Master Plan when it is completed.

Motion by City Council Malloy to Approve the Northeast Quadrant - Sanitary Sewer Study Update.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

5. CITIZEN ISSUES

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

John Write, Post Falls, is concerned about the loud vehicles in the parking lot at Q'Emlin Park. He spoke to the Police Department about it last summer. He suggests closing the park during off hours, or putting speed humps in the parking lot. He also asked if council would consider moving the citizen issues item to earlier in the council agenda.

6. ADMINISTRATIVE / STAFF REPORTS

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

a. Hope Avenue at Cecil Road - Traffic Control

City Engineer Rob Palus presented. The intersection of Hope Avenue and Cecil Road has had some safety concerns expressed by citizens. Both roadways are major collectors. There have been some incidents in the past year. Mr. Palus reviewed sight distances at the intersection. The plan is to convert the intersection to an all-way stop, which includes two new stop signs, high-visibility crosswalks, stripe stop bars, and temporary orange flagging on stop signs.

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.

Councilor Steigleder would also like to see the Citizen Issues item earlier in the agenda.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

a. 74-206(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

Motion by City Council Malloy to enter into Executive Session pursuant to 74-206(1)(a) further that no action will be taken and that the session will last approximately 45 minutes.
Second by City Council Steigleder.
Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

Executive Session entered at 9:34 pm
Executive Session exited at 10:10 pm

RETURN TO REGULAR SESSION

ADJOURNMENT

Meeting adjourned at 10:11 pm

_____
Randy Westlund, Mayor

_____
Rhiannon O'Neill, Deputy 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: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Grace Strickland, CSR/AP

SUBJECT: Payables 05/06/2026 - 05/20/2026

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 5.20.26. 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 $1,416,274.81 to be dated 5.20.26. The Hand Check Accountability is for Hand Checks issued 5.01.26-5.08.26 and total $58,806.66.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$1,475,081.47

BUDGET CODE:
Various

ATTACHMENTS:
1. Check Run for Council 5.20.26
2. Hand Checks for Council 5.20.26

City of Post Falls

Packet: APPKT24581 - Check Run for Council 5.20.26 Check Date: 5/12/2026
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	BOND RELEASE -	BOND RELEASE - 4547 E. CULPEO	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 4530 E. CULPEO	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 4535 E. CULPEO	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 4548 E. CULPEO	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 4516 E. CULPEO	001-22115	2,000.00
VEN15181	OLO Builders				
APMWB	Check	BOND RELEASE -	BOND RELEASE - 4085 N. MAY ELLA	001-22115	2,050.00
				Balance Sheet Accounts Total:	12,050.00
Dept: 411 Mayor & Council					
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	72952	Connect4Lunch (Nathan Ziegler)	001-411.0000.64010	25.00
				Dept 411 Total:	25.00
Dept: 412 Information Systems					
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20947	Monthly Sylint charges through FY2026	001-412.0000.66043	743.71
				Dept 412 Total:	743.71
Dept: 413 General Services					
VEN02035	Staples, Inc				
APMWB	Check	6062359325	Office Supplies-Admin	001-413.0000.63060	45.86
				001-413.0000.63810	13.51
				Dept 413 Total:	59.37
Dept: 414 Finance					
B091	BDS				
APMWB	Electronic Funds Transf	105615	Delinquency Notices	001-414.1445.62170	356.05
		105809	Utility Billing	001-414.1445.62170	6,912.39
		105615	Delinquency Notices	001-414.1445.62190	1,272.56
		105809	Utility Billing	001-414.1445.62190	4,006.99
D09750	DeVries Info Management				
APMWB	Check	0207191	- On-Site Record Destruction Lg	001-414.0000.62040	62.00
V040	ODP Business Solutions				
APMWB	Check	466321307001	Office Supplies-Finance	001-414.0000.63060	118.06
		466388984001	Office supplies - Finance	001-414.0000.63060	95.02
VEN02035	Staples, Inc				
APMWB	Check	6062359327	Office Supplies-Finance	001-414.0000.63060	63.06
		6062359323	Office Supplies - Finance	001-414.0000.63060	185.01
		6062359327	Office Supplies-Finance	001-414.0000.63060	49.60
		6062359323	Office Supplies - Finance	001-414.0000.63060	4.03
				Dept 414 Total:	13,124.77
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	104362	Pre-employment DOT Testing	001-418.4000.72070	110.00
D09750	DeVries Info Management				
APMWB	Check	0207191	- On-Site Record Destruction Lg	001-418.0000.63060	62.00
VEN15091	Simpliverified, LLC				
APMWB	Electronic Funds Transf	85492	April 2026 Background Checks/DOT Testing	001-418.4000.72070	370.00
VEN02035	Staples, Inc				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	6062359322	Office Supplies- Streets	001-418.0000.63060	39.49
		6062359326	Office Supplies- HR	001-418.0000.63060	8.65
				Dept 418 Total:	590.14
Dept: 421 Police					
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transf	215851	PD Letterhead Paper & Envelopes	001-421.0000.63210	963.47
VEN14905	Car Wash Plaza				
APMWB	Check	1793	PD Car Washes - April	001-421.0000.67170	100.00
C220	Coleman Oil Co				
APMWB	Electronic Funds Transf	CP-0388423	PD Gasoline	001-421.0000.64030	8,969.98
C440	Culligan LLC				
APMWB	Check	0024411	Substation Water Unit - May	001-421.0000.68010	10.95
VEN14950	Dynamic Designs				
APMWB	Check	11449-Q	PFPD165 Wrap	001-421.0000.67170	417.00
VEN01195	Empire Insignias				
APMWB	Check	2605064	PD Patches	001-421.4000.72000	105.00
VEN06546	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	261627	PFPD186 Battery & Core Deposit	001-421.0000.67100	304.00
		191360	PFPD171 Tire/Wheel Maintenance	001-421.0000.67170	130.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	034887193	New Hire Mag Holder - Abshire	001-421.0000.67020	38.25
		034858742	Uniform Shirt - Flood	001-421.0000.67100	75.76
		034950438	Uniform Jacket - Harrison	001-421.4000.72000	153.12
		034963276	Uniform Pants - Flood	001-421.4000.72000	98.69
VEN15237	Glendale Parade Store LLC				
APMWB	Check	591205B	State & Federal Flags	001-421.0000.67020	247.50
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1164488	PFPD120 Tires	001-421.0000.67190	532.00
I153	Idaho State Police				
APMWB	Check	IN4005	Quarterly ILETS Fees, Apr-Jun	001-421.0000.67310	18,762.50
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11910708	911 Interpretation Services	001-421.0000.62040	90.00
VEN08971	Mister Green				
APMWB	Check	38493	Spring Weed Control	001-421.0000.68010	210.00
N001	Napa Auto Parts				
APMWB	Check	390009	PD Stock - Plastic Bonder Syringe & Epoxy	001-421.0000.67090	25.61
		388822	PD Shop - Battery Returns & Core Deposits	001-421.0000.67100	-402.10
		389062	PFPD152 Oil Filter	001-421.0000.67100	7.39
		388974	PFPD120 Canister Purge Valve	001-421.0000.67100	52.26
		388700	PFPD186 Battery & Core Deposit	001-421.0000.67100	169.91
		389029	PFPD189, 159 Floor Liners	001-421.0000.67100	230.67
		389114	PFPD124 TPMS Sensor	001-421.0000.67100	54.71
VEN15227	Prairie Falls Golf Club				
APMWB	Check	7098	PD Awards Dinner	001-421.0000.63590	2,200.00
VEN14817	Public Safety Psychological Services				
APMWB	Check	7164	Applicant Testing	001-421.0000.62040	520.00
VEN02035	Staples, Inc				
APMWB	Check	6062359319	Office Supplies-PD	001-421.0000.63060	201.93
		6062359320	Office supplies- Police	001-421.0000.63060	35.02
		6062359319	Office Supplies-PD	001-421.0000.63060	35.44
		6062359320	Office supplies- Police	001-421.0000.63060	55.98
		6062359319	Office Supplies-PD	001-421.0000.63060	9.32
		6062359320	Office supplies- Police	001-421.0000.63060	105.96
		6062359319	Office Supplies-PD	001-421.0000.63060	2.90
		6062359320	Office supplies- Police	001-421.0000.66042	260.70
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20947	Monthly Sylint charges through FY2026	001-421.0000.66043	243.84
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Electronic Funds Transf	INV/2026/01232	New Hire Uniform - Gift	001-421.4000.72000	764.79

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 423 Oasis					
VEN15187	Hagerty Law				
APMWB	Check	CV28-25-8293	VSU Client Legal Services	001-423.1153.68400	1,495.00
				Dept 423 Total:	1,495.00
Dept: 424 Legal					
D09750	DeVries Info Management				
APMWB	Check	0207191	- On-Site Record Destruction Lg	001-424.0000.63060	62.00
				Dept 424 Total:	62.00
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Electronic Funds Transf	CP-0388423	PD Gasoline	001-427.0000.64030	241.28
I110	Idaho Fence Co, Inc.				
APMWB	Check	0042236	Animal Shelter Fence Repairs	001-427.0000.68010	776.99
				Dept 427 Total:	1,018.27
Dept: 431 Streets					
VEN15010	ADD Electronics				
APMWB	Check	4518	Updated radio license	001-431.0000.67040	535.00
A365	American On-Site Services				
APMWB	Check	I111390	Streets portapotty reactivation cleanout- 3/7-	001-431.0000.68130	443.63
A497	Arrow Construction Supply, Inc				
APMWB	Check	S30244	Crafco Detack	001-431.0000.68150	213.16
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	90015077	Return of unused product at end of season	001-431.0000.68090	-307.50
		90017761	2026 Tack Oil	001-431.0000.68130	877.25
VEN01373	Intermountain Sign & Safety				
APMWB	Check	22516	Aluminum Sign Blanks	001-431.0000.63260	36.00
		22527	Aluminum Blank	001-431.0000.63260	216.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	1124117	3/4"-1/4" Round	001-431.0000.68090	365.19
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	195744	Seltice Way Rehab JUB Invoice March 2026	001-431.1812.95040	6,467.50
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T243026BM-5	Road Scholar - Basic Math Course	001-431.0000.64020	240.00
VEN05363	North 40 Outfitters				
APMWB	Check	55110/E	OUTLET- FLUSH 50A 250V - Streets Shop	001-431.0000.68010	13.99
		128213/3	Boots & Uniform shirts - Trace Ridgway	001-431.4000.72000	325.95
		054986/E	Uniform item - M. Webking	001-431.4000.72000	54.99
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	11013	Asphalt - patching Spokane St/16th Ave	001-431.0000.68090	1,221.94
		10964	Asphalt for Idaho Road	001-431.0000.68130	41.44
R251	Serights Ace Hardware				
APMWB	Check	375347/1	Steel anchor shackle	001-431.0000.63000	7.73
		375373/1	Trailer Accessories	001-431.0000.63000	18.87
		375340/1	Ball valves, Deck Screws	001-431.0000.63000	57.57
		375349/1	Buckles & pouches for paint crew	001-431.0000.63000	116.49
		42763 /3	GARDEN SPRAYERS	001-431.0000.63000	164.03
		375275/1	Disinfectant & air freshener	001-431.0000.63000	13.82
		375008/1	Respirators	001-431.0000.63110	23.55
		375362/1	Nuts & Bolts - Traffic	001-431.0000.63260	3.65
		375339/1	FUSE for RRFB	001-431.0000.68023	6.29
		375242/1	Sprinkler repair	001-431.0000.68150	13.81
		375277/1	parts for Sprinkler Repair	001-431.0000.68150	22.03
VEN15091	Simpliverified, LLC				
APMWB	Electronic Funds Transf	85492	April 2026 Background Checks/DOT Testing	001-431.0000.62080	48.00
VEN02035	Staples, Inc				
APMWB	Check	6062359322	Office Supplies- Streets	001-431.0000.63060	1.80

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	6062359324	Office Supplies- Streets	001-431.0000.63060	9.59
VEN14310	US Fleet Tracking LLC				
APMWB	Check	519163	Monthly Vehicle Tracking Service	001-431.0000.66016	592.68
				Dept 431 Total:	11,844.45
Dept: 433 Facility Maintenance					
S0760	Seltice Laundry				
APMWB	Check	8/1062	Drop Off Laundry 7 lbs	001-433.0000.63160	17.85
		8/1064	Drop Off Laundry 22 lbs	001-433.0000.63160	56.10
		8/1039	Drop Off Laundry 14lbs	001-433.0000.63160	35.70
		8/1060	Drop Off Laundry 14 lbs	001-433.0000.63160	35.70
		8/1059	Drop Off Laundry 12 lbs	001-433.0000.63160	30.60
		8/1038	Drop Off Laundry 18 Lbs	001-433.0000.63160	45.90
		8/1036	Drop Off Laundry16 lbs	001-433.0000.63160	40.80
		8/1061	Drop Off Laundry 19 lbs	001-433.0000.63160	48.45
		8/1063	Drop Off Laundry 15 lbs	001-433.0000.63160	38.25
		8/1037	Drop Off Laundry 14 Lbs	001-433.0000.63160	35.70
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	571208	TOWEL, MULTIFOLD WHITE 4000/CS PAC	001-433.0000.63140	842.54
				Dept 433 Total:	1,227.59
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4267205256	Fleet Laundry & Rug Service	001-434.0000.63160	155.69
		4267970613		001-434.0000.63160	145.11
C3090	Columbia Electric Supply				
APMWB	Electronic Funds Transf	1120-1024910	NYLON CABLE TIE - fleet stock	001-434.0000.63013	78.86
C3818	Cooper Fabrication, Inc.				
APMWB	Check	32788	LABOR TO REPAIR DUMP TRUCK SANDE	001-434.0000.67170	1,119.36
VEN03826	FMI Equipment				
APMWB	Check	SPK-107787	Sublet Repair - P311	001-434.0000.67170	3,572.47
VEN14972	Frontline Communications Systems				
APMWB	Check	34766	PFPD 186 Up-fit Parts and labor at Frontline	001-434.0000.90010	6,350.00
VEN03517	Kenworth Sales Company				
APMWB	Check	024P57082	cable ties - fleet stock	001-434.0000.63007	98.00
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	200210	2026 Ford Transit Van (Replcment for R20	001-434.0000.90010	62,141.00
VEN08917	Motion Auto Supply				
APMWB	Check	11-370149	REMOTE STARTER SWITCH - P470	001-434.0000.63012	24.98
N001	Napa Auto Parts				
APMWB	Check	388792	Tire Valve - S224	001-434.0000.63011	5.02
		389090	FUSE HOLDER - S133	001-434.0000.63011	9.58
		389143	Filter Stock	001-434.0000.63011	26.55
		388911	Trailer Wire / Cable - S133	001-434.0000.63011	66.70
		389097	Split Poly - S133	001-434.0000.63011	74.50
		388245	Fleet stock filters	001-434.0000.63011	90.80
		389083	ROSIN CORE SOLDER - fleet supply	001-434.0000.63012	27.44
		389999	Battery - P474	001-434.0000.63012	90.66
		390181	FUSE HOLDER - fleet stock	001-434.0000.63012	9.58
		389142	Return of belts from inv 384843, 384844	001-434.0000.63012	-51.15
		388238	Filter stock	001-434.0000.63013	51.84
		388798	VAL CAP - Fleet Stock	001-434.0000.63013	7.56
VEN08121	PacWest Machinery LLC				
APMWB	Check	30432352	FUEL FILTER - S349	001-434.0000.63011	175.89
		30431717	SWITCH KIT - S506	001-434.0000.63011	422.11
		30432937	SUCTION NOZZLE - S555	001-434.0000.63011	182.22
		30433285	Tymco fan replacement	001-434.0000.67170	7,385.87
		30432176	On-Site repair - S351	001-434.0000.67170	352.40
P1001	Pape Machinery				
APMWB	Check	16817340	nuts & bolts - UF301	001-434.0000.63012	168.68
P180	Perfection Tire				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	1106017	New Tire for Urban Forestry	001-434.0000.67190	160.26
R060	Ragan Equipment Co.				
APMWB	Check	01-184388	Ignition switch - P474	001-434.0000.63012	79.10
VEN07942	RWC International LTD				
APMWB	Check	XA106111523 01	Mirror - R209	001-434.0000.63012	128.54
		XA106117350 01	OIL FILTER - R200	001-434.0000.63012	62.81
R251	Serights Ace Hardware				
APMWB	Check	375287/1	lock washers - fleet stock	001-434.0000.63011	9.44
		375395/1	Nuts & Bolts - Fleet	001-434.0000.63012	13.58
S275	Solar Eclipse				
APMWB	Check	58126	Windshield replacement - P130	001-434.0000.67170	329.00
T106	Titan Truck Equipment				
APMWB	Check	1395669	PaintOn No-Skid for trailer surfaces	001-434.0000.63012	84.71
		C91274	Return of PaintOn No Skid	001-434.0000.63012	-84.71
		1393794	P142 Upfit	001-434.0000.90010	33,121.97
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV090396	Message Board for S213 Replacement	001-434.0000.90010	9,241.33
				Dept 434 Total:	125,927.75
Dept: 442 Cemetery					
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2526595	Dorothy Sales VA plaque	001-442.0000.63760	417.00
R251	Serights Ace Hardware				
APMWB	Check	375324/1	CONCRETE FOR MEMORIALS	001-442.0000.68170	352.24
W230	Wilbert Precast Inc.				
APMWB	Check	355776-1a	Wilma Davis	001-442.0000.63760	388.40
				Dept 442 Total:	1,157.64
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	I111322	4th Street Trailhead Portable Restroom	001-443.0000.65050	200.00
		I111392	Q'emiln Park Portables	001-443.0000.65050	453.40
		I111362	Skate Park Portable Restroom	001-443.0000.65050	200.00
		I111323	Black Bay Portable Restroom	001-443.0000.65050	115.00
		I111408	Hilde Kellogg Portable Restroom	001-443.0000.65050	183.00
		I111405	Tennis Courts Portable Restroom	001-443.0000.65050	183.00
		I111407	Warren Playfield Portable Restroom	001-443.0000.65050	183.00
		I111457	Corbin portable restroom	001-443.0000.65050	333.41
		I111409	Upper Corbin Portable Restroom	001-443.0000.65050	183.00
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-40579	Push Mowers	001-443.0000.67020	3,998.00
D1165	Drains Plus Rooter and Septic				
APMWB	Check	99995	Clear line at Crown Pointe Park	001-443.0000.62180	250.00
		99994	Septic Pumping at Q'emiln Boat Launch Res	001-443.0000.65050	1,560.00
		99998	Pump Septic at Q'emiln East Restroom	001-443.0000.65050	3,120.00
VEN15073	Great North Fencing LLC				
APMWB	Check	1281	Fencing for Black Bay Depot	001-443.0000.63530	1,575.00
H003	H.D. Fowler Company				
APMWB	Electronic Funds Transf	I7297258	Valve for Community Garden	001-443.1667.63009	128.08
VEN14065	North Idaho Pest				
APMWB	Check	2026-02	Wasp baiting in Parks	001-443.0000.68215	300.00
R251	Serights Ace Hardware				
APMWB	Check	375355/1	Parts for sprayer	001-443.0000.66190	4.11
		3745434/1	Oil for small equipment	001-443.0000.66190	42.25
		375451/1	Mini Rocker Switch for Parks	001-443.0000.67030	7.29
		375458/1	Spray paint for parks	001-443.0000.68160	21.21
		375160/1	Irrigation parts for Woodbridge	001-443.0000.68230	36.85
		375485/1	Irrigation Parts for Corbin	001-443.0000.68230	17.62
		375448/1	Toilet Supply line for parks shop	001-443.0000.68250	10.79
		375348/1	Toilet Repair Kit for Parks Shop	001-443.0000.68250	26.99
VEN15091	Simpliverified, LLC				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transf	85492	April 2026 Background Checks/DOT Testing	001-443.0000.62080	127.00
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	165697059-001	Utility pumps for parks	001-443.0000.67090	252.60
		165875277-001	Irrigation parts for the nursery	001-443.0000.68230	198.94
		165504184-001	Weed barrier & irrigation parts for Communit	001-443.1667.63009	1,388.59
		165521803-001	Irrigation parts for the Community Garden	001-443.1667.63009	468.10
		165505290-001	Sod staples for the Community Garden	001-443.1667.63009	100.62
VEN02035	Staples, Inc				
APMWB	Check	6062359318	Office Supplies-Recreation	001-443.0000.63060	35.37
S800	Sybertech Waste Reduction Ltd				
APMWB	Check	U11264	Locks for Big Cans	001-443.0000.67050	333.09
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	570917	Liners for garbage cans	001-443.0000.63150	920.10
Z026	Ziegler Lumber Co #017				
APMWB	Check	1108064	Concrete for Kiwanis Playground	001-443.0000.68170	313.70
				Dept 443 Total:	17,270.11
Dept: 444 Parks - Construction					
A365	American On-Site Services				
APMWB	Check	I111406	Chase Park Portable Restrooms	001-444.1665.93180	400.00
R251	Serights Ace Hardware				
APMWB	Check	375534/1	Irrigation parts for Chase	001-444.1665.93180	34.58
				Dept 444 Total:	434.58
Dept: 445 Recreation					
A365	American On-Site Services				
APMWB	Check	I111410	Spring Soccer Porta Potty	001-445.0000.65050	183.00
N499	National Recreation & Park Association				
APMWB	Check	04.29.26	NRPA Annual Premier Pkg Membership	001-445.0000.62060	1,260.00
V040	ODP Business Solutions				
APMWB	Check	467903393001	Masking tape that was never received	001-445.0000.63060	-11.99
VEN15091	Simpliverified, LLC				
APMWB	Electronic Funds Transf	85492	April 2026 Background Checks/DOT Testing	001-445.0000.62080	479.30
VEN02035	Staples, Inc				
APMWB	Check	6062359318	Office Supplies-Recreation	001-445.0000.63060	109.59
				Dept 445 Total:	2,019.90
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000048588-04172(	Public Hearing Notice Fisher Lift Station	001-451.0000.62000	174.88
		0000048589-04172(	Public Hearing Notice Public Works Annexat	001-451.0000.62000	189.00
		0000048860-04242(	Public Hearing Notice McKinley Meadows	001-451.0000.62000	370.28
		0000048592-04172(	Public Hearing Notice North Place Chase An	001-451.0000.62000	275.24
VEN02035	Staples, Inc				
APMWB	Check	6062359322	Office Supplies- Streets	001-451.0000.63060	18.64
				Dept 451 Total:	1,028.04
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Electronic Funds Transf	105809	Utility Billing	001-452.0000.62040	50.00
VEN15085	International Minute Press				
APMWB	Check	6888	Business Cards I Rob Strobel (Job 16205)	001-452.0000.63060	31.00
				Dept 452 Total:	81.00
				Fund 001 Total:	225,941.87
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN15087	Alliant Insurance Services, Inc				
APMWB	Electronic Funds Transf	3528816	May 2026 Benefits Consulting and Employe	003-482.0000.62040	3,232.00
VEN15121	BPA Health, Inc				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transf	612947	EAP Services June 2026	003-482.4000.73000	852.00
VEN14851	Idaho Employment Lawyers, PLLC				
APMWB	Check	EXP17	Legal Fees for Personnel Investigation	003-482.0000.62040	400.00
VEN15227	Prairie Falls Golf Club				
APMWB	Check	7098	PD Awards Dinner	003-482.0000.73020	2,000.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00212234	March 2026 COBRA Notices	003-482.0000.62160	84.00
		INV-00211824	February 2026 COBRA Notices	003-482.0000.62160	84.00
		INV-00212562	April 2026 COBRA Letters	003-482.0000.62160	168.00
				Dept 482 Total:	6,820.00
				Fund 003 Total:	6,820.00
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
VEN14881	LeadsOnline Parent LLC				
APMWB	Check	425084	Annual Subscription	007-425.0000.62040	7,251.00
				Dept 425 Total:	7,251.00
				Fund 007 Total:	7,251.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20947	Monthly Sylint charges through FY2026	008-426.0000.66043	1,044.45
				Dept 426 Total:	1,044.45
				Fund 008 Total:	1,044.45
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22418.00-13	PWOC Integrus Invoice March 2026	011-491.1801.93160	34,468.11
				Dept 491 Total:	34,468.11
				Fund 011 Total:	34,468.11
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN15043	Urban3 LLC				
APMWB	Check	AC000586	Phase 2 Fiscal Audit -Development Evaluatc	017-410.0000.62040	10,559.25
				Dept 410 Total:	10,559.25
				Fund 017 Total:	10,559.25
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transf	April 2026 Impact F	April 2026 Impact Fees	034-428.0000.33117	-420.00
				034-428.0000.62040	19,241.99
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transf	April 2026 Impact F	April 2026 Impact Fees	034-428.0000.33117	-840.00
				034-428.0000.62040	149,704.93
				Dept 428 Total:	167,686.92
				Fund 034 Total:	167,686.92
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN07913	CANNON HILL				
APMWB	Check	45176	Demo structure at Upper Corbin	038-443.0000.94170	23,000.00

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14913	LuckyDog Recreation				
APMWB	Check	ID027-5230	Pavilion for Crown Pointe Reserve	038-443.2013.95520	24,997.83
				Dept 443 Total:	47,997.83
				Fund 038 Total:	47,997.83
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A549	A to Z Rentals				
APMWB	Check	618949-6	material lift 12' 350lbs	650-463.0000.68025	61.60
A090	Accurate Testing Labs LLC				
APMWB	Check	153777	WRF Composites Testing	650-463.0000.68360	320.00
		153778	Bio Solids	650-463.0000.68360	340.00
		153693	Bio Solids	650-463.0000.68360	45.00
		153697	WRF Monthly Samples	650-463.0000.68360	1,390.00
		153693	Bio Solids	650-463.0000.68360	340.00
		153663		650-463.0000.68360	115.00
		153693		650-463.0000.68360	100.00
		153698	WRF Composites Testing	650-463.0000.68360	320.00
		153777		650-463.0000.68360	680.00
		153663	Bio Solids	650-463.0000.68360	340.00
		153817	WRF Composites Testing	650-463.0000.68360	320.00
		153698		650-463.0000.68360	160.00
		153663	Bio Solids	650-463.0000.68360	160.00
		153817	WRF Composites Testing	650-463.0000.68360	680.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	103331	Grease & Power Scrub	650-463.0000.68025	159.11
VEN15002	Apollo, Inc				
APMWB	Electronic Funds Transf	Solids Pay App #2	Solidsn Handling Apollo Pay App #2 April 20	650-463.3125.95520	3,827.00
		Solids Pay App #1	Solids Handling Apollo Pay App #1 March 2(	650-463.3125.95520	90,186.69
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	210756-26	Post Falls Community Forest 9/01/2025-3/3	650-463.0000.62040	4,731.20
VEN03129	Barr Tech LLC				
APMWB	Check	11217	Bio Solids Disposal April 2026	650-463.0000.62150	76,827.98
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4267205481	WWTP Uniforms	650-463.4000.72000	158.14
		4267970876		650-463.4000.72000	157.67
VEN03032	DIVCO				
APMWB	Check	SVC107298	Repair Baird Units, Not Cooling	650-463.0000.68010	288.00
F020	Fastenal Company				
APMWB	Electronic Funds Transf	IDCOE234419	WWTP Shop Supplies	650-463.0000.63000	108.67
VEN15212	Hippo Hopper, LLC				
APMWB	Electronic Funds Transf	447294	5 CU.YD Dewatering Self Dumping Hopper	650-463.0000.68025	6,670.00
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transf	2026-6871	Mag Deliveries to WRF	650-463.0000.63008	7,628.40
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	196018	Solids Handling JUB Invoice April 2026	650-463.3125.95520	158,125.03
		195865	WRF Hopper Final CMS	650-463.3125.95520	410.70
K0037	K & N, an Impel Company				
APMWB	Electronic Funds Transf	151103	60 HP Reliance Recondition Motor	650-463.0000.68025	10,544.03
N040	NCL of Wisconsin, Inc.				
APMWB	Check	534613	WWTP Lab Supplies	650-463.0000.63400	584.72
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5201788	Bottle, 1000mL WM UniStoreTM HDPE 6/pk	650-463.0000.63400	29.13
		5201824	Tubing Silicone Pump	650-463.0000.63400	423.12
		5201809	RIC/2795-32 Electrode Storage Solution, 1 L	650-463.0000.63400	167.22
		5201888	TMC/ACCOV700S Thermometer Oven 50/1	650-463.0000.63400	79.53
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032531405	Sodium Bisulfite Tertiary Treatment Chemic	650-463.0000.63008	2,907.30
VEN08121	PacWest Machinery LLC				
APMWB	Check	320469	WO320469 duplicate to 30424397	650-463.0000.67170	-2,639.19

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN15059	Polydyne Inc				
APMWB	Electronic Funds Transf	2024156	Polymer Delivery	650-463.0000.63480	4,950.00
VEN14980	Solid Rock Gate Supply				
APMWB	Check	26425	D&T 1" NPT. Female in 6" Pipe. 11" Flanges	650-463.0000.68025	125.00
		26424	Repair of Water Chute Flange	650-463.0000.68025	1,490.96
VEN02035	Staples, Inc				
APMWB	Check	6062359325	Office Supplies-Admin	650-463.0000.63060	72.96
U1006	Univar Solutions USA, LLC				
APMWB	Electronic Funds Transf	53845119	Caustic Soda Deliveries Tertiary Operations	650-463.0000.63008	5,693.64
				Dept 463 Total:	379,078.61
Dept: 466 Wastewater - Collections					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	240451-21289	SH41 Poleline Grav Sewer Ardurra Invoice M	650-466.3221.68400	3,085.50
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4267970876	WWTP Uniforms	650-466.4000.72000	157.66
		4267205481		650-466.4000.72000	158.14
G098	Grainger				
APMWB	Check	9900707341	WRF Collections 1/4HP Motor	650-466.0000.63006	500.39
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	195743	Montrose Highlands Gen JUB Invoice March	650-466.3104.68400	1,968.60
VEN14559	One Call Concepts, Inc				
APMWB	Check	60422024	Water & Waste Water Locates	650-466.0000.62320	407.67
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032557907	GAS DETECTOR CALIBRATION	650-466.0000.63330	35.00
VEN14929	Rojo Ink				
APMWB	Check	32524LP2	Ryan L High Vis Hoodie	650-466.4000.72000	64.00
R251	Serights Ace Hardware				
APMWB	Check	375613/1	CULTIVATOR WOOD ACE 4T	650-466.0000.63000	23.39
		375607/1	BUSHING 40PVC1.25MPT1FPT	650-466.0000.63006	8.98
		375331/1	GARDEN SPRAYER 1GAL ACE Return Val	650-466.0000.63330	51.88
VEN05954	Toby's Battery & Auto Electric, LLC				
APMWB	Check	26040838	NOCO GENIUS 5: 6V & 12V 5AMP Battery (	650-466.0000.67170	139.90
				Dept 466 Total:	6,601.11
Dept: 468 Wastewater - Surface Water					
F1275	Fox Trailer Sales				
APMWB	Check	CO-0000661	Shop Supplies SWING UP BOAT JACK	650-468.0000.68380	80.00
R1913	Rockhound Landscape Supply				
APMWB	Check	989	3yds Top Soil	650-468.0000.68380	87.00
		991		650-468.0000.68380	87.00
		995	5yds Top Soil	650-468.0000.68380	145.00
R251	Serights Ace Hardware				
APMWB	Check	375356/1	SPRK PLG CMR6H 0.028"	650-468.0000.67170	53.95
				Dept 468 Total:	452.95
				Fund 650 Total:	386,132.67
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22418.00-13	PWOC Integrus Invoice March 2026	651-463.3100.95520	10,967.12
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	196017	Tertiary Upgrade JUB Invoice April 2026	651-463.3213.90015	16,648.92
				Dept 463 Total:	27,616.04
				Fund 651 Total:	27,616.04
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transf	195755	4th Ave LS Site Selection	652-463.3128.95520	2,170.10
		195744	Seltice Way Rehab JUB Invoice March 2026	652-463.3229.95520	6,467.50
				Dept 463 Total:	8,637.60
				Fund 652 Total:	8,637.60
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
C115	Northwest Waste and Recycling				
APMWB	Electronic Funds Transf	4.27.26	Sanitation Monthly Contract	700-461.0000.62042	423,584.08
				Dept 461 Total:	423,584.08
				Fund 700 Total:	423,584.08
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A424	Anatek Labs, Inc.				
APMWB	Electronic Funds Transf	2610212	Water Testing - PFC analysis LC/MS/MS	750-462.0000.68360	1,500.00
VEN14124	Badger Meter, Inc.				
APMWB	Electronic Funds Transf	90064881	Credit for hosting	750-462.0000.66012	-110.46
		80234496	HOSTING & E READ MODULE SERVICE U	750-462.0000.66012	1,331.04
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	3356545	RECYCLE 1Y PULL-RECYCLING	750-462.0000.65050	28.29
C3814	Co-op Supply. INC.				
APMWB	Check	404668	99% Alcohol	750-462.0000.63280	263.92
H215	Core & Main LP				
APMWB	Check	Y632879	Tap Bits 4" & 6"	750-462.0000.63280	3,013.80
		Y795974	Hydrant Locks	750-462.0000.80090	183.60
VEN15226	FMI-EPS, LLC				
APMWB	Check	136589	DW Meter Box Foam	750-462.0000.63280	443.00
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	6922	Cell Tower Contract Support	750-462.0000.62040	509.75
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	195723	Well 4 Rehab JUB Invoice March 2026	750-462.3227.95550	9,518.83
VEN14559	One Call Concepts, Inc				
APMWB	Check	60422024	Water & Waste Water Locates	750-462.0000.62320	407.67
P310	Platt Electric Supply				
APMWB	Check	7G50606	Fuses for Repair at Well 7	750-462.3315.68382	2,847.72
R251	Serights Ace Hardware				
APMWB	Check	375294/1	SQUARE PLUG GLV 3/4"	750-462.0000.63280	33.95
		375482/1	DW Supplies Head Lamp PLST 2"	750-462.0000.63280	62.99
		375563/1	MLW SOCKET ADAPTR 1/4"	750-462.0000.63280	3.58
		375286/1	FS91 R TRIMMER LOOP HANDLE Serial#5	750-462.0000.67090	341.99
		375563/1	MLW SOCKET ADAPTR 1/4"	750-462.0000.67090	5.39
		375565/1	M18 FUEL IMPWRNCH 3/8	750-462.0000.67090	445.10
		375358/1	TIE DOWN W/RTCH YLW 27'L	750-462.0000.68010	63.87
VEN02035	Staples, Inc				
APMWB	Check	6062359321	Office Supplies-Water	750-462.0000.63060	39.49
				Dept 462 Total:	20,933.52
				Fund 750 Total:	20,933.52
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22418.00-13	PWOC Integrus Invoice March 2026	753-462.3325.95520	32,901.37
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354220-004	DW Master Plan Contract	753-462.3204.95500	4,200.10
		41354220-005		753-462.3204.95500	10,500.00
				Dept 462 Total:	47,601.47

Fund 753 Total:	47,601.47
Report Total:	1,416,274.81

Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	12,050.00
	001-411.0000.64010	25.00
	001-412.0000.66043	743.71
	001-413.0000.63060	45.86
	001-413.0000.63810	13.51
	001-414.0000.62040	62.00
	001-414.0000.63060	514.78
	001-414.1445.62170	7,268.44
	001-414.1445.62190	5,279.55
	001-418.0000.63060	110.14
	001-418.4000.72070	480.00
	001-421.0000.62040	610.00
	001-421.0000.63060	446.55
	001-421.0000.63210	963.47
	001-421.0000.63590	2,200.00
	001-421.0000.64030	8,969.98
	001-421.0000.66042	260.70
	001-421.0000.66043	243.84
	001-421.0000.67020	285.75
	001-421.0000.67090	25.61
	001-421.0000.67100	492.60
	001-421.0000.67170	647.00
	001-421.0000.67190	532.00
	001-421.0000.67310	18,762.50
	001-421.0000.68010	220.95
	001-421.4000.72000	1,121.60
	001-423.1153.68400	1,495.00
	001-424.0000.63060	62.00
	001-427.0000.64030	241.28
	001-427.0000.68010	776.99
	001-431.0000.62080	48.00
	001-431.0000.63000	378.51
	001-431.0000.63060	11.39
	001-431.0000.63110	23.55
	001-431.0000.63260	255.65
	001-431.0000.64020	240.00
	001-431.0000.66016	592.68
	001-431.0000.67040	535.00
	001-431.0000.68010	13.99
	001-431.0000.68023	6.29
	001-431.0000.68090	1,279.63
	001-431.0000.68130	1,362.32
	001-431.0000.68150	249.00
	001-431.1812.95040	6,467.50
	001-431.4000.72000	380.94
	001-433.0000.63140	842.54
	001-433.0000.63160	385.05
	001-434.0000.63007	98.00
	001-434.0000.63011	1,062.81
	001-434.0000.63012	554.22
	001-434.0000.63013	138.26
	001-434.0000.63160	300.80
	001-434.0000.67170	12,759.10
	001-434.0000.67190	160.26
	001-434.0000.90010	110,854.30
	001-442.0000.63760	805.40

001-442.0000.68170		352.24
001-443.0000.62080		127.00
001-443.0000.62180		250.00
001-443.0000.63060		35.37
001-443.0000.63150		920.10
001-443.0000.63530		1,575.00
001-443.0000.65050		6,713.81
001-443.0000.66190		46.36
001-443.0000.67020		3,998.00
001-443.0000.67030		7.29
001-443.0000.67050		333.09
001-443.0000.67090		252.60
001-443.0000.68160		21.21
001-443.0000.68170		313.70
001-443.0000.68215		300.00
001-443.0000.68230		253.41
001-443.0000.68250		37.78
001-443.1667.63009		2,085.39
001-444.1665.93180		434.58
001-445.0000.62060		1,260.00
001-445.0000.62080		479.30
001-445.0000.63060		97.60
001-445.0000.65050		183.00
001-451.0000.62000		1,009.40
001-451.0000.63060		18.64
001-452.0000.62040		50.00
001-452.0000.63060		31.00
	Fund 001 Total:	225,941.87
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62040		3,632.00
003-482.0000.62160		336.00
003-482.0000.73020		2,000.00
003-482.4000.73000		852.00
	Fund 003 Total:	6,820.00
007 - DRUG SEIZURE PROGRAM		
007-425.0000.62040		7,251.00
	Fund 007 Total:	7,251.00
008 - 911 SUPPORT		
008-426.0000.66043		1,044.45
	Fund 008 Total:	1,044.45
011 - FACILITY BUILDING RESERVE		
011-491.1801.93160		34,468.11
	Fund 011 Total:	34,468.11
017 - ANNEXATION FEES		
017-410.0000.62040		10,559.25
	Fund 017 Total:	10,559.25
034 - KOOTENAI FIRE/EMS IMPACT FEES		
034-428.0000.33117		-1,260.00
034-428.0000.62040		168,946.92
	Fund 034 Total:	167,686.92
038 - PARKS IMPACT FEES		
038-443.0000.94170		23,000.00
038-443.2013.95520		24,997.83
	Fund 038 Total:	47,997.83
650 - RECLAIMED WATER OPERATING		
650-463.0000.62040		4,731.20
650-463.0000.62150		76,827.98
650-463.0000.63000		108.67
650-463.0000.63008		16,229.34
650-463.0000.63060		72.96
650-463.0000.63400		1,283.72
650-463.0000.63480		4,950.00
650-463.0000.67170		-2,639.19
650-463.0000.68010		288.00
650-463.0000.68025		19,050.70
650-463.0000.68360		5,310.00

650-463.3125.95520		252,549.42
650-463.4000.72000		315.81
650-466.0000.62320		407.67
650-466.0000.63000		23.39
650-466.0000.63006		509.37
650-466.0000.63330		86.88
650-466.0000.67170		139.90
650-466.3104.68400		1,968.60
650-466.3221.68400		3,085.50
650-466.4000.72000		379.80
650-468.0000.67170		53.95
650-468.0000.68380		399.00
	Fund 650 Total:	386,132.67
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3100.95520		10,967.12
651-463.3213.90015		16,648.92
	Fund 651 Total:	27,616.04
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3128.95520		2,170.10
652-463.3229.95520		6,467.50
	Fund 652 Total:	8,637.60
700 - SANITATION		
700-461.0000.62042		423,584.08
	Fund 700 Total:	423,584.08
750 - WATER OPERATING		
750-462.0000.62040		509.75
750-462.0000.62320		407.67
750-462.0000.63060		39.49
750-462.0000.63280		3,821.24
750-462.0000.65050		28.29
750-462.0000.66012		1,220.58
750-462.0000.67090		792.48
750-462.0000.68010		63.87
750-462.0000.68360		1,500.00
750-462.0000.80090		183.60
750-462.3227.95550		9,518.83
750-462.3315.68382		2,847.72
	Fund 750 Total:	20,933.52
753 - WATER CAPITAL		
753-462.3204.95500		14,700.10
753-462.3325.95520		32,901.37
	Fund 753 Total:	47,601.47
	Report Total:	1,416,274.81

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY F			
5/1/2026	$ 87.00	APA003101	AT&T Long Distance
5/1/2026	$ 1,053.03	APA003102	AT&T Mobility
5/1/2026	$ 327.96	APA003103	Charter Communications
5/1/2026	$ 450.00	APA003104	East Greenacres Irrigation Water Shutoffs
5/1/2026	$ 739.26	APA003105	H & H Business Systems
5/1/2026	$ 88.97	APA003106	Kootenai County Solid Waste
5/1/2026	$ 907.16	APA003107	Level 3 Communications
5/1/2026	$ 626.89	APA003108	Level 3 Communications
5/1/2026	$ 37.00	APA003109	McGuire Estate Water Users Assn
5/1/2026	$ 250.00	APA003110	Ross Point Water
5/1/2026	$ 222.05	APA003111	TDS
5/1/2026	$ 103.64	APA003112	Ziply Fiber
5/1/2026	$ 92.68	APA003113	Ziply Fiber
5/1/2026	$ 133.35	APA003114	Ziply Fiber
5/8/2026	$ 53.56	APA003233	AT&T Long Distance
5/8/2026	$ 2,022.38	APA003234	AT&T Mobility
5/8/2026	$ 44,117.48	APA003235	Avista Utilities
5/8/2026	$ 155.00	APA003236	Charter Communications
5/8/2026	$ 26.08	APA003237	Kootenai County Solid Waste
5/8/2026	$ 2,205.25	APA003238	Kootenai Electric
5/8/2026	$ 2,241.22	APA003239	Level 3 Communications
5/8/2026	$ 481.34	APA003240	Post Falls Food Bank
5/8/2026	$ 1,480.50	APA003241	Tetiri, LLC
5/8/2026	$ 300.21	APA003242	Verizon Wireless
5/8/2026	$ 160.16	APA003243	Verizon Wireless
5/8/2026	$ 20.02	APA003244	Verizon Wireless
5/8/2026	$ 138.68	APA003245	Verizon Wireless
5/8/2026	$ 40.01	APA003246	Verizon Wireless
5/8/2026	$ 245.78	APA003247	Ziply Fiber
	$ 58,806.66		

FOR CHECK RUN 5/19/26	
Pay Before Due Date	001-431.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	750-462.0000.62040
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	650-463.0000.65081
Pay Before Due Date	750-462.0000.62040
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	001-445.0000.65030
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	Various
Pay Before Due Date	Various
Pay Before Due Date	001-22110
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-452.0000.65030
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	001-445.0000.65030

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Prairie Medical Campus Phase I 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 project.

DISCUSSION:

This Agreement reflects the construction phase of the Prairie Medical Campus Phase I project. The Agreement sets forth the typical expectations of the Developer of the project and sets forth the responsibilities of the Developer and the City of Post Falls. The application was submitted by North Idaho Healthcare Holdings, LLC. The construction drawings were approved as meeting the requirements and the applicable standards of the City of Post Falls and Ross Point Water District (water purveyor).

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
March 3, 2026 - Prairie Medical Zone Change (ZC-25-2)

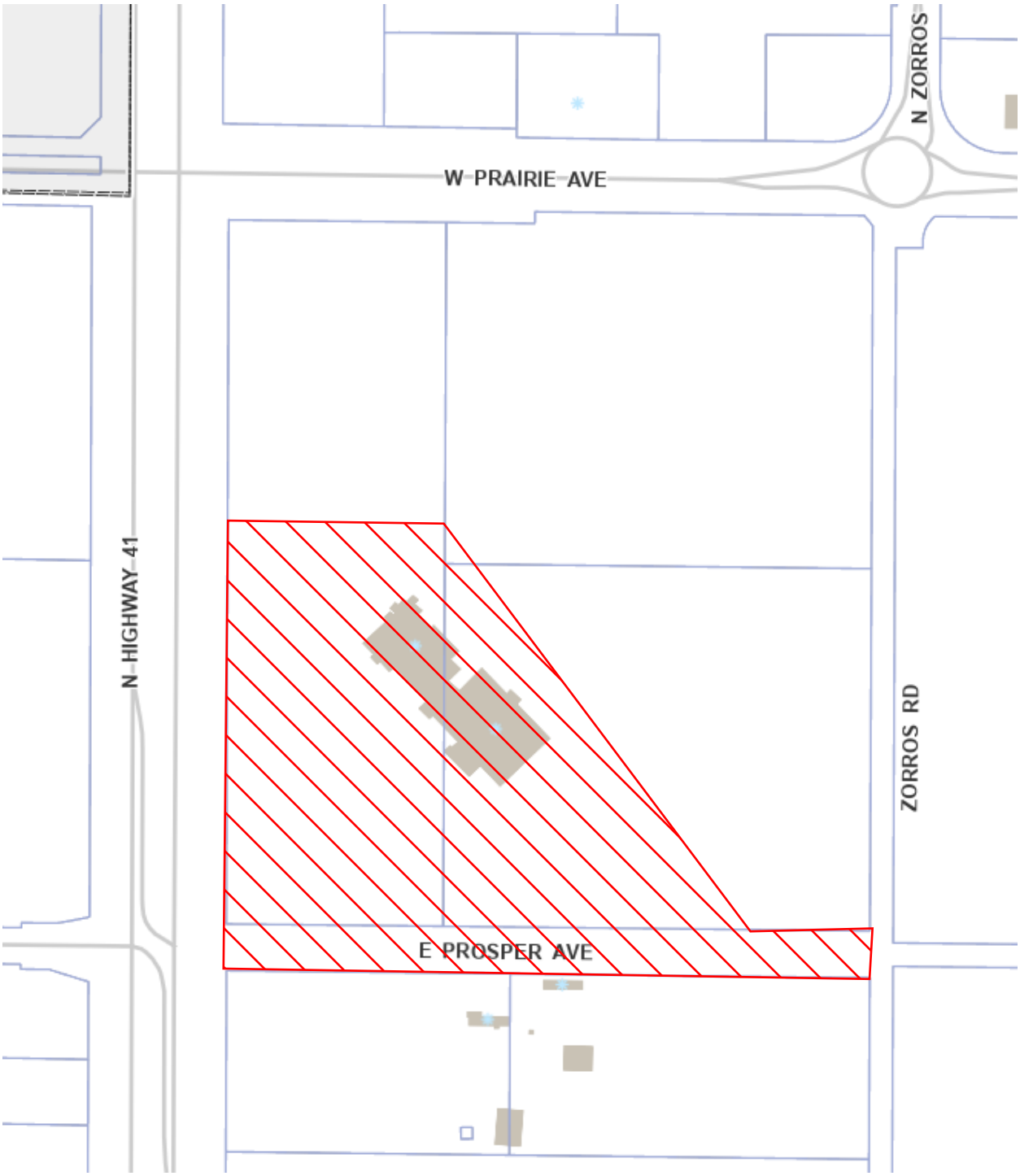
APPROVED OR DIRECTION GIVEN:
Approved

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. Prairie Medical Campus Phase I - Location Map
2. Final CIA - PMC



Prairie Medical Campus Phase I Location Map

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

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **North Idaho Healthcare Holdings, LLC** (hereinafter the "Developer"), enter into this Agreement effective the _____day of _____ 20___, respecting the development of **Prairie Medical Campus – Phase 1** project, affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

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

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

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

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

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

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

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city through a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 ***APPLICATION OF ARTICLE***

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

1.02 ***PERMITS, LAWS AND FEES***

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

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

1.03 ***RELATIONSHIP OF PARTIES***

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

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

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

1.05 ***DEVELOPER'S RESPONSIBILITY***

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

1.06 ***ALLOCATION OF LIABILITY***

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

1.07 ***DISCLAIMER OF WARRANTY***

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

1.08 ***NON-DISCRIMINATION***

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

1.09 ***COST OF DOCUMENTS***

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

1.10 ***PUBLIC UTILITIES***

A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations and tariffs of the State of Idaho to the extent they may apply.

B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action or demand against the City.

C. The Developer shall bear all cost associated with the installation of all Public Utilities, including streetlights. These installation costs shall be paid at the time of execution of this Agreement and not be passed on to the city unless provided for otherwise within an appendix to this agreement.

D. The Developer shall be responsible for paying either the sewer cap, water cap and hook-up fees or confirm that those fees have been paid by the previous property owner prior to connection to the City sewer or water system as part of the installation of the public improvements.

1.11 ***TIME IS OF THE ESSENCE***

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

1.12 ***ASSIGNMENTS***

A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.

B. The Developer may assign or delegate its duties under this Agreement:

1. To the extent that applicable codes require that assignments of contract rights be allowed.

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained.

3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 ***DEFAULT – CITY'S REMEDIES***

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

1. 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or

2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default, and the Developer fails to correct the failure within that time period.

4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

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

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

2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost incurred from the surety or any payments then or thereafter due to the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13A4.

3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.

4. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 ***NON-WAIVER***

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

1.15 ***INTERPRETATION***

A. Each document incorporated by reference here in is an essential part of this Agreement and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

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

1. Documents, appendixes or sections titled "Special Provisions"

2. Article II of this Agreement, titled **"*Improvement Construction Standards and Procedures"*** and Article III of this Agreement titled **"*Final Acceptance of Improvements"*.**

3. Article I of this Agreement titled **"*General Provisions".***

4. Any other documents incorporated by reference herein.

1.16 ***EFFECT OF STANDARD SPECIFICATIONS***

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

1.17 ***AMENDMENT***

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

1.18 ***JURSIDICTION – 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 owner’s association.

C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

D. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.

E. "Final Acceptance" by the City means that the City is satisfied that ***all*** improvements required by this Agreement and Title 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 ***APPROVALS AND CONSENTS***

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

1.23 ***ATTORNEY FEES***

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 ***RECORDING***

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

2.02 ***PERFORMANCE GUARANTY***

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

B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way.

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

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

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

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 ***<u>PERFORMANCE BOND</u>***

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 oblige and the Developer as the principal.

2.04 ***ESCROW***

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

2.05 ***LETTER OF CREDIT***

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

2.06 ***PREREQUISITES OF CONSTRUCTION***

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

2.07 ***ENGINEER***

A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvement, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the city of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer or engineer at the addresses specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.08 ***PLANS AND SPECIFICATIONS***

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

B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

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

2.09 ***QUALITY CONTROL PROGRAM***

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

2.10 ***WORK SCHEDULE***

A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.

B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.

D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the improvements or correct deficiencies, setting a time frame in which those improvements must be completed. In the event that the Developer does not take action to construct those improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the improvements and pursue reimbursement from the Developer or the security posted by the Developer.

2.11 ***MATERIALS***

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

B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

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

2.12 ***GENERAL STANDARDS OF WORKMANSHIP***

A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091instead 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 substitutions.

C. The Developer shall construct all facilities in the Project not otherwise subject to this Agreement in accordance with applicable statutes, ordinances or specifications.

2.13 ***PLACEMENT OF UTILITIES***

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

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

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

2.15 ***SURVEYOR***

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

2.16 ***REQUIRED REPORTING***

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

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

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

D. *Well Logs/Test Hole Logs*
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.

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

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

2.17 ***PROGRESS PAYMENTS***

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

2.18 ***OBSERVANCE***

A. The Engineer of record or their representative shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.

B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.

C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.

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

2.19 ***STOP WORK ORDERS***

A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.

B. A stop work order shall remain in effect until the city approves:

1. Arrangements made by the Developer to remedy the nonconformity; and

2. Assurances by the Developer that future nonconformities will not occur.

C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

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

2.20 ***ACCESS***

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

2.21 ***MAINTENANCE***

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

B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees or contractors. The Developer shall give reasonable notice to the city before undertaking the repair of any damaged improvement.

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

A. Before final acceptance, the City may enter upon, inspect, control and operate any improvement if the city determines that such action is necessary to protect the public's health, safety and welfare.

B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the city, nor shall the action affect in any way the Developer's warranty under this Agreement.

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

2.23 ***TIME***

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 ***PREREQUISITES TO ACCEPTANCE***

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

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

A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.

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

3.03 ***CERTIFICATE OF COMPLIANCE***

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

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

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

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

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

3.06 ***INSPECTION***

A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.

B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.

C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found during 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 rights, 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 from the data of final acceptance. 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 effect 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 Sections 2.03 through 2.05, determined by the following table:

Actual Cost of All Improvements	***Percent to Secure Warranty***
Less than $500,000.00	10.0%
$500,000.00 - $1,000,000.00	7.5%
Over $1,000,000.00	5.0%

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 in Appendix V.

B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

3.12 *AUTHORITY*

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

DEVELOPER	CITY
North Idaho Healthcare Holdings, LLC	City of Post Falls
MultiCare Health System	Engineering Department
James Lee, EVP & CFO	408 Spokane Street
315 Martin Luther King Jr Way	Post Falls, ID 83854
PO Box 5299	(208) 773-8708
MS: 737-3-CBRE	
Tacoma, WA 98415	

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

CITY OF POST FALLS	DEVELOPER
BY: _____	BY: _____
ATTEST:	WITNESS:
_____ City Clerk	_____ Print Name: _____

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

DEVELOPER
ACKNOWLEDGMENT

STATE OF Washington)
) ss
County of Pierce)

On this ____ day of _____ 20___, before me, a Notary Public for the State of Washington, personally appeared James G. Lee, EVP and CFO of MultiCare Health System, the Manager of North Idaho Healthcare Holdings, LLC, the Developer of Prairie Medical Campus, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of _____, 20__, before me, a Notary for the state of Idaho, personally appeared ***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

Prairie Medical Campus – Phase 1

Developer to submit legal property description and reduced site plan.

EXHIBIT C

LEGAL DESCRIPTION

BOUNDARY LINE ADJUSTMENT

ADJUSTED PARCEL 1

March 3, 2026

A portion of Tracts 7, 8, 9 and 10 of Post Falls Irrigated Tracts according to the plat thereof, recorded in Book C, Page 83, records of Kootenai County, Idaho, situated in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the Northwest corner of said Section 30, (from which the North Quarter corner of said Section 30 bears South 88°29'39" East, 2633.45 feet), thence South 64°45'54" East, 186.39 feet, more or less, to the intersection of the east right-of-way line of State Highway 41 and the south right-of-way line of West Prairie Avenue, said point being the **POINT OF BEGINNING**;

thence South 01°01'44" West along said east right-of-way line of State Highway 41, a distance of 530.98 feet;

thence South 88°58'13" East, a distance of 286.80 feet;

thence South 43°58'13" East, a distance of 306.61 feet;

thence North 46°01'48" East, a distance of 425.07 feet;

thence South 88°58'42" East, a distance of 302.59 feet, more or less, to the west right-of-way line of future Zorros Road;

thence North 01°01'18" East along said west right-of-way line, a distance of 440.27 feet, more or less, to the south right-of-way line of West Prairie Avenue;

thence North 38°11'31" West along said south right-of-way line, a distance of 23.03 feet to an angle point in said right-of-way line;

thence continuing along said south right-of-way line North 88°29'39" West, a distance of 565.52 feet to an angle point in said right-of-way line;

thence continuing along said south right-of-way line South 01°30'21" West, a distance of 20.00 feet to an angle point in said right-of-way line;

thence continuing along said south right-of-way line North 88°29'39" West, a distance of 526.50 feet, more or less, to the **POINT OF BEGINNING.**

a 745 W. Hanley Ave, Suite 301, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

EXCEPTING THEREFROM: Any portion thereof lying within the rights-of-way of West Prairie Avenue, Prosper Avenue, State Highway 41 and future Zorros Road. Including but not limited to the right-of-way conveyances described in the following Instrument Numbers:

2167718000, 2167734000, 2759552000, and 2970552000, records of Kootenai County, Idaho.

Containing 14.0541 acres, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.

EXHIBIT D

LEGAL DESCRIPTION

BOUNDARY LINE ADJUSTMENT

ADJUSTED PARCEL 2

March 3, 2026

A portion of Tracts 8, 9 and 10 of Post Falls Irrigated Tracts according to the plat thereof, recorded in Book C, Page 83, records of Kootenai County, Idaho, situated in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the Northwest corner of said Section 30, (from which the North Quarter corner of said Section 30 bears South 88°29'39" East, 2633.45 feet), thence South 64°45'54" East, 186.39 feet, more or less, to the intersection of the east right-of-way line of State Highway 41 and the south right-of-way line of West Prairie Avenue;

thence South 01°01'44" West along said east right-of-way line of State Highway 41, a distance of 530.98 feet to the **POINT OF BEGINNING**;

thence South 88°58'13" East, a distance of 286.80 feet;

thence South 43°58'13" East, a distance of 306.61 feet;

thence South 46°01'48" West, a distance of 203.84 feet;

thence South 43°58'13" East, a distance of 3.23 feet;

thence South 46°01'48" West, a distance of 76.60 feet;

thence North 43°58'23" West, a distance of 11.75 feet;

thence South 46°01'47" West, a distance of 37.81 feet;

thence North 43°58'24" West, a distance of 20.01 feet;

thence South 46°01'38" West, a distance of 60.50 feet;

thence North 43°58'23" West, a distance of 60.00 feet;

thence South 46°01'47" West, a distance of 153.00 feet;

thence South 43°58'13" East, a distance of 207.16 feet, more or less, to the north right-of-way line of Prosper Avenue;

a 745 W. Hanley Ave, Suite 301, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

thence North 88°42'58" West along said north right-of-way line, a distance of 211.48 feet, more or less, to the east right-of-way line of State Highway 41;

thence North 01°01'44" East along said east right-of-way line, a distance of 675.76 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM: Any portion thereof lying within the rights-of-way of Prosper Avenue and State Highway 41. Including but not limited to the right-of-way conveyances described in the following Instrument Numbers:

2167734000 and 2759552000, records of Kootenai County, Idaho.

Containing 4.6632 acres, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.

EXHIBIT E

LEGAL DESCRIPTION

BOUNDARY LINE ADJUSTMENT

ADJUSTED PARCEL 3

March 3, 2026

A portion of Tracts 9 and 10 of Post Falls Irrigated Tracts according to the plat thereof, recorded in Book C, Page 83, records of Kootenai County, Idaho, situated in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the Northwest corner of said Section 30, (from which the North Quarter corner of said Section 30 bears South 88°29'39"East, 2633.45 feet), thence South 64°45'54" East, 186.39 feet, more or less, to the intersection of the east right-of-way line of State Highway 41 and the south right-of-way line of West Prairie Avenue;

thence South 01°01'44" West along said east right-of-way line of State Highway 41, a distance of 530.98 feet;

thence South 88°58'13" East, a distance of 286.80 feet;

thence South 43°58'13" East, a distance of 306.61 feet to the **POINT OF BEGINNING;**

thence South 46°01'48" West, a distance of 203.84 feet;

thence South 43°58'13" East, a distance of 3.23 feet;

thence South 46°01'48" West, a distance of 76.60 feet;

thence North 43°58'23" West, a distance of 11.75 feet;

thence South 46°01'47" West, a distance of 37.81 feet;

thence North 43°58'24" West, a distance of 20.01 feet;

thence South 46°01'38" West, a distance of 60.50 feet;

thence North 43°58'23" West, a distance of 60.00 feet;

thence South 46°01'47" West, a distance of 153.00 feet;

thence South 43°58'13" East, a distance of 207.16 feet, more or less, to the north right-of-way line of Prosper Avenue;

a 745 W. Hanley Ave, Suite 301, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

thence South 88°42'58" East along said north right-of-way line of said Prosper Avenue, a distance of 717.85 feet;

thence North 01°17'02" East, a distance of 65.35 feet;

thence North 43°58'13" West, a distance of 582.47 feet;

thence South 46°01'48" West, a distance of 20.00 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM: Any portion thereof lying within the rights-of-way of Prosper Avenue and State Highway 41. Including but not limited to the right-of-way conveyances described in the following Instrument Numbers:

2167718000, 2167734000, and 2759552000, records of Kootenai County, Idaho.

Containing 5.3310 acres, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.

EXHIBIT F

LEGAL DESCRIPTION

BOUNDARY LINE ADJUSTMENT

PARCEL 4

March 3, 2026

A portion of Tracts 7 and 10 of Post Falls Irrigated Tracts according to the plat thereof, recorded in Book C, Page 83, records of Kootenai County, Idaho, situated in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the Northwest corner of said Section 30, (from which the North Quarter corner of said Section 30 bears South 88°29'39" East, 2633.45 feet), thence South 64°45'54" East, 186.39 feet, more or less, to the intersection of the east right-of-way line of State Highway 41 and the south right-of-way line of West Prairie Avenue;

thence South 01°01'44" West along said east right-of-way line of State Highway 41, a distance of 530.98 feet;

thence South 88°58'13" East, a distance of 286.80 feet;

thence South 43°58'13" East, a distance of 306.61 feet;

thence North 46°01'48" East, a distance of 20.00 feet to the **POINT OF BEGINNING**;

thence South 43°58'13" East, a distance of 582.47 feet;

thence South 01°17'02" West, a distance of 65.35 feet, more or less, to the north right-of-way line of Prosper Avenue;

thence South 88°42'58" East along said north right-of-way line of said Prosper Avenue, a distance of 177.55 feet, more or less, to the west right-of-way line of future Zorros Road;

thence North 01°01'18" East along said west right-of-way line, a distance of 764.47 feet;

thence North 88°58'42" West, a distance of 302.59 feet;

thence South 46°01'48" West, a distance of 405.07 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM: Any portion thereof lying within the rights-of-way of West Prairie Avenue, Prosper Avenue, State Highway 41 and future Zorros Road. Including but not limited to the right-of-way conveyances described in the following Instrument Numbers:

2167718000, 2167734000, 2759552000, and 2970552000, records of Kootenai County, Idaho.

a 745 W. Hanley Ave, Suite 301, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.jub.com

Containing 6.8221 acres, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.

RECORD OF SURVEY

FOR A BOUNDARY LINE ADJUSTMENT

A PORTION OF LOTS 7, 8, 9 AND 10, POST FALLS IRRIGATED TRACTS, SITUATED IN THE NW1/4 SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____ A.D.

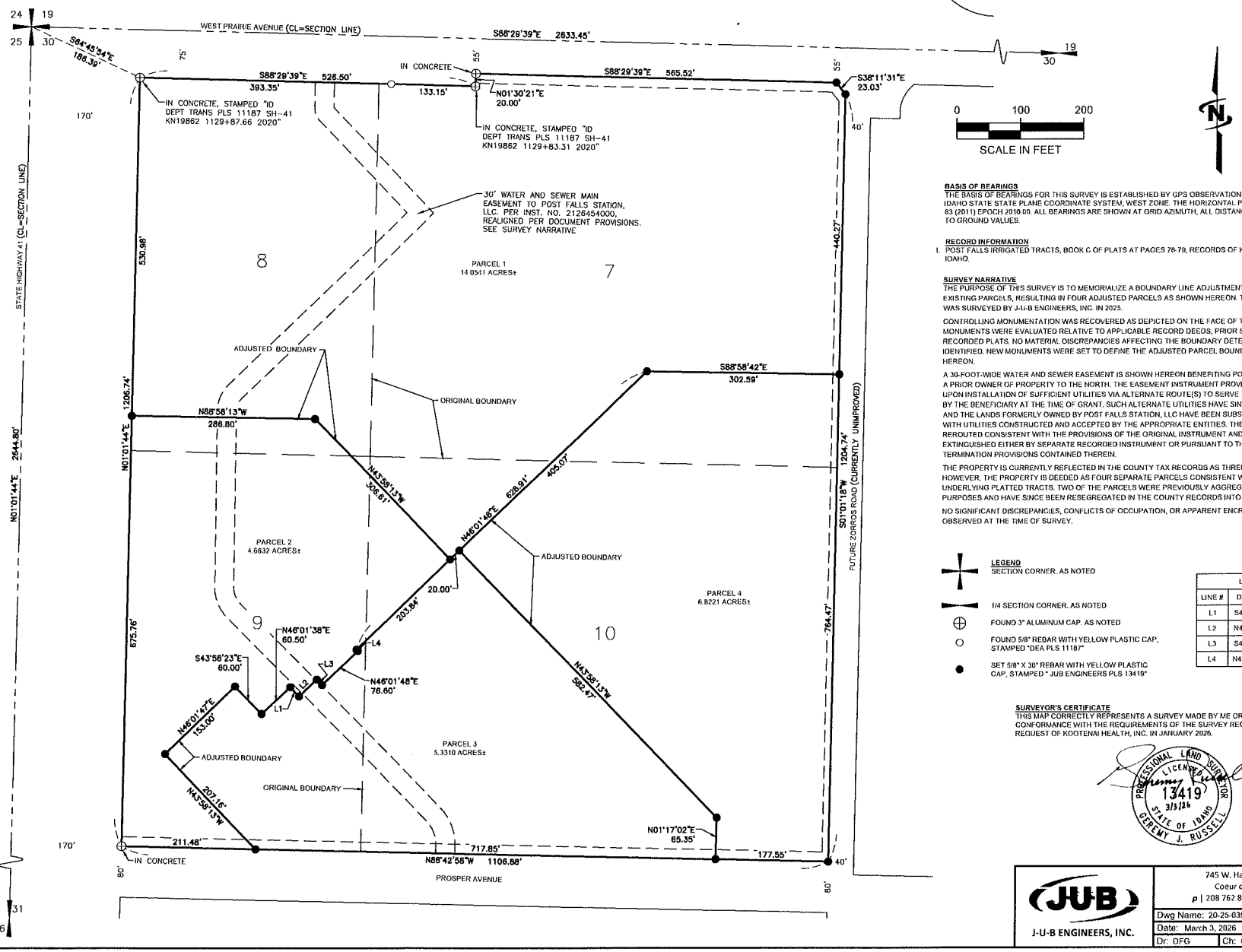
AT _____M., RECORDED IN BOOK _____ OF SURVEYS AT PAGE _____

AT THE REQUEST OF J-U-B-ENGINEERS, INC.

KOOTENAI COUNTY RECORDER _____

BY _____

INSTRUMENT NO._____ FEE NO. _____



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 2010.00. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

RECORD INFORMATION

1. POST FALLS IRRIGATED TRACTS, BOOK C OF PLATS AT PAGES 78-79, RECORDS OF KOOTENAI COUNTY, IDAHO.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MEMORIALIZE A BOUNDARY LINE ADJUSTMENT (BLA) BETWEEN FOUR EXISTING PARCELS, RESULTING IN FOUR ADJUSTED PARCELS AS SHOWN HEREON. THE SUBJECT PROPERTY WAS SURVEYED BY J-U-B ENGINEERS, INC. IN 2025.

CONTROLLING MONUMENTATION WAS RECOVERED AS DEPICTED ON THE FACE OF THIS SURVEY. ALL FOUND MONUMENTS WERE EVALUATED RELATIVE TO APPLICABLE RECORD DEEDS, PRIOR SURVEYS, AND RECORDED PLATS. NO MATERIAL DISCREPANCIES AFFECTING THE BOUNDARY DETERMINATION WERE IDENTIFIED. NEW MONUMENTS WERE SET TO DEFINE THE ADJUSTED PARCEL BOUNDARIES AS SHOWN HEREON.

A 30-FOOT-WIDE WATER AND SEWER EASEMENT IS SHOWN HEREON BENEFITING POST FALLS STATION, LLC, A PRIOR OWNER OF PROPERTY TO THE NORTH. THE EASEMENT INSTRUMENT PROVIDES FOR TERMINATION UPON INSTALLATION OF SUFFICIENT UTILITIES VIA ALTERNATE ROUTE(S) TO SERVE THE PROPERTY OWNED BY THE BENEFICIARY AT THE TIME OF GRANT. SUCH ALTERNATE UTILITIES HAVE SINCE BEEN INSTALLED, AND THE LANDS FORMERLY OWNED BY POST FALLS STATION, LLC HAVE BEEN SUBSEQUENTLY PLATTED, WITH UTILITIES CONSTRUCTED AND ACCEPTED BY THE APPROPRIATE ENTITIES. THE EASEMENT HAS BEEN REROUTED CONSISTENT WITH THE PROVISIONS OF THE ORIGINAL INSTRUMENT AND IS ANTICIPATED TO BE EXTINGUISHED EITHER BY SEPARATE RECORDED INSTRUMENT OR PURSUANT TO THE AUTOMATIC TERMINATION PROVISIONS CONTAINED THEREIN.

THE PROPERTY IS CURRENTLY REFLECTED IN THE COUNTY TAX RECORDS AS THREE TAX PARCELS. HOWEVER, THE PROPERTY IS DEEDED AS FOUR SEPARATE PARCELS CONSISTENT WITH THE FOUR UNDERLYING PLATTED TRACTS. TWO OF THE PARCELS WERE PREVIOUSLY AGGREGATED FOR ASSESSMENT PURPOSES AND HAVE SINCE BEEN RESEGREGATED IN THE COUNTY RECORDS INTO FOUR TOTAL PARCELS.

NO SIGNIFICANT DISCREPANCIES, CONFLICTS OF OCCUPATION, OR APPARENT ENCROACHMENTS WERE OBSERVED AT THE TIME OF SURVEY.

LEGEND

- SECTION CORNER, AS NOTED
- 1/4 SECTION CORNER, AS NOTED
- FOUND 3" ALUMINUM CAP, AS NOTED
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, STAMPED "DEA PLS 11187"
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, STAMPED " JUB ENGINEERS PLS 13419"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S43° 58' 24"E	20.01'
L2	N46° 01' 47"E	37.91'
L3	S43° 58' 23"E	11.75'
L4	N43° 58' 13"W	3.23'

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF KOOTENAI HEALTH, INC. IN JANUARY 2026.

PROFESSIONAL LAND SURVEYOR LICENSED 13419 3/3/26 STATE OF IDAHO JEREMY J. RUSSELL

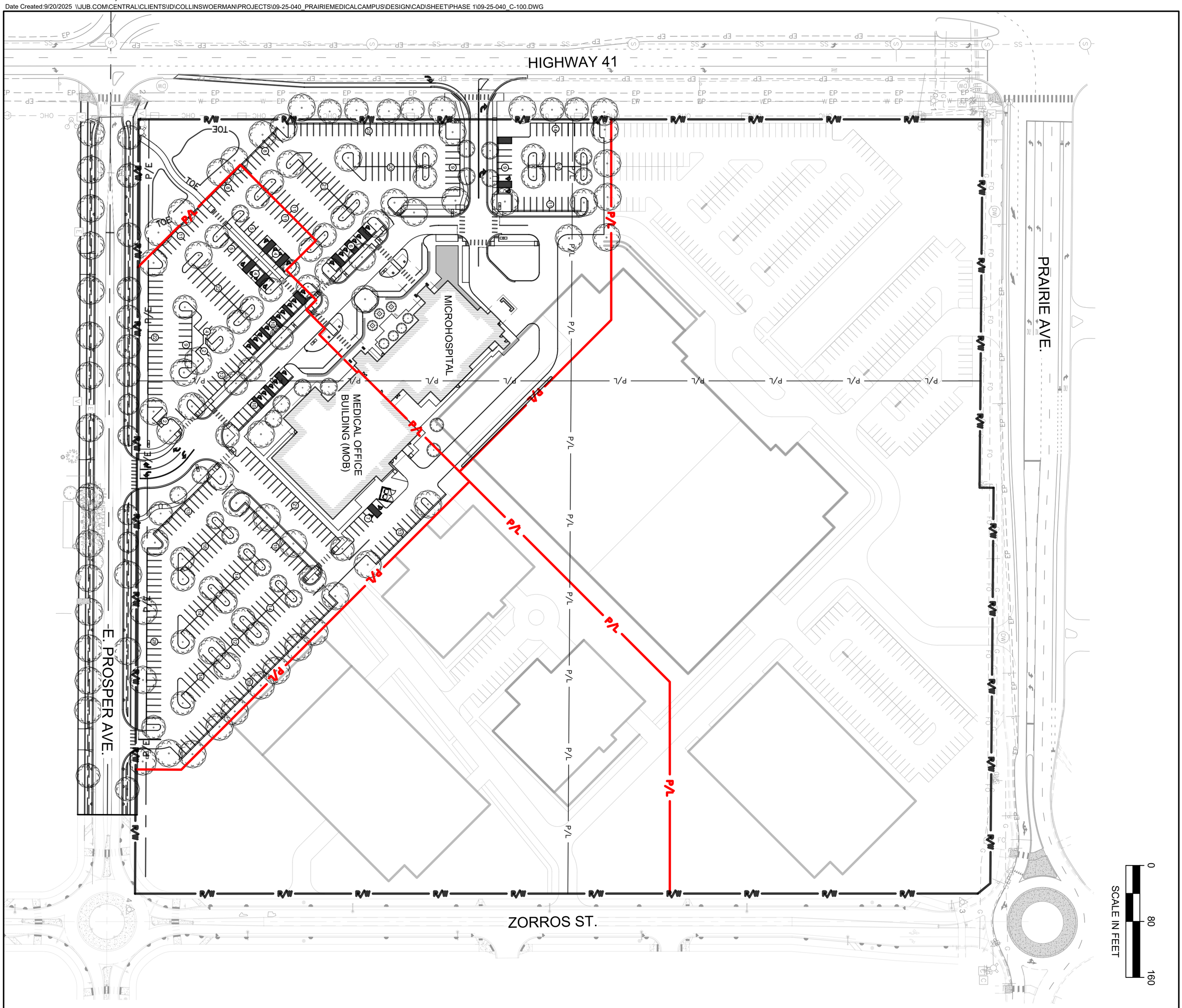
EXHIBIT G

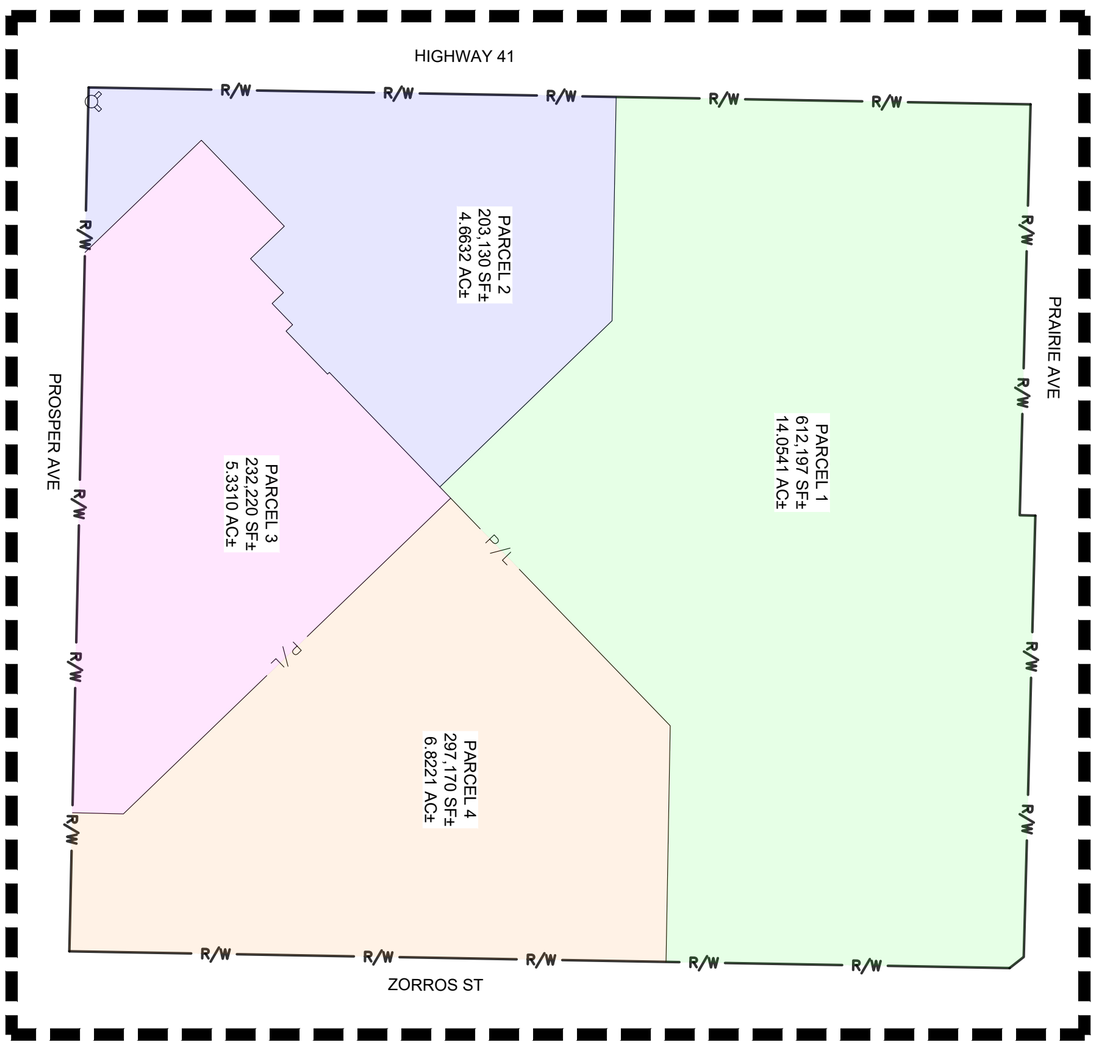
J-U-B ENGINEERS, INC.

745 W. Hanley Ave, Suite 301
Coeur d'Alene, ID 83815
p | 208 762 8787 w| www.jub.com

Dwg Name: 20-25-039_ROS
Date: March 3, 2026
Dr: DFG | Ch: GJR | Sheet 1 of 1

Plot Date:3/18/2026 9:31 AM Plotted By: Austin Mitchell
Date Created:9/20/2025 \\JUB.COM\CENTRAL\CLIENTS\ID\COLLINSWOERMAN\PROJECTS\09-25-040_PRAIRIEMEDICALCAMPUS\DESIGN\CAD\SHEET\PHASE 1\09-25-040_C-100.DWG





PRAIRIE MEDICAL CAMPUS
KOOTENAI HEALTH & MULTICARE HEALTH SYSTEM

OVERALL SITE PLAN

FILE: 09-25-040_C-100
JUB PROJ.#: 09-25-040
DRAWN BY: JGC
DESIGN BY: CCH
CHECKED BY: CCH
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/17/2026

SHEET NUMBER:
C1.00

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT 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.

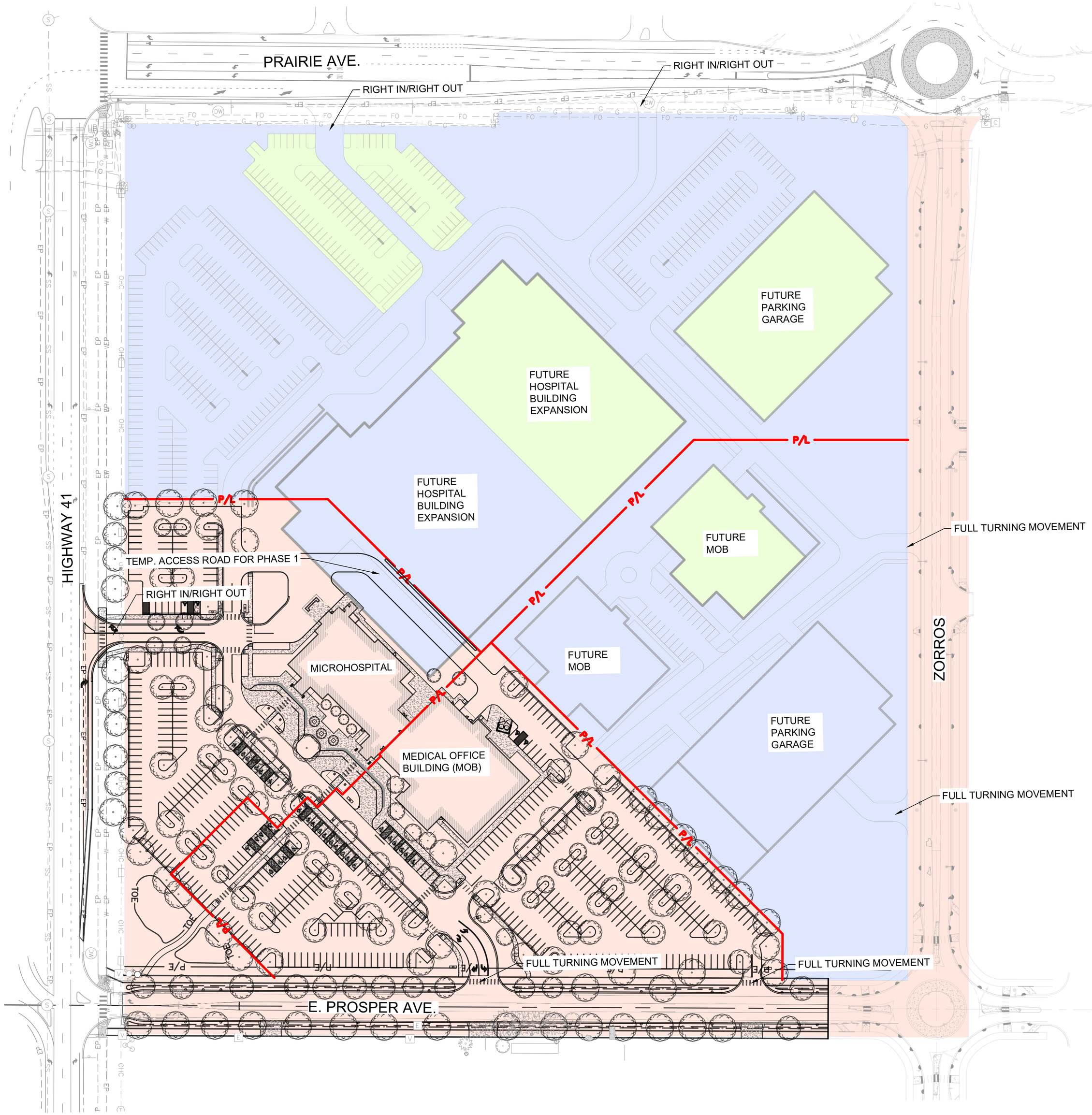
REVISION

NO.	DESCRIPTION	BY	APR.	DATE

PROFESSIONAL ENGINEER
LICENSED
21506
2-5-2026
STATE OF IDAHO
COLE HENDERSON

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

J-U-B ENGINEERS, INC.



N

0 80 160

SCALE IN FEET

LEGEND

PHASE 1

PHASE 2

PHASE 3

P/L PROPOSED BOUNDARY LINE ADJUSTEMENT PROPERTY LINES

JUB

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
www.jub.com

PROFESSIONAL ENGINEER LICENSED Cole Henderson 21506 2-5-2026 STATE OF IDAHO COLE HENDERSON

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT 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.	DESCRIPTION	BY	APR.	DATE
	REVISION			

PRAIRIE MEDICAL CAMPUS
KOOTENAI HEALTH & MULTICARE HEALTH SYSTEM

PHASING PLAN

FILE : 09-25-040 C-010
JUB PROJ. # : 09-25-040
DRAWN BY: JGC
DESIGN BY: CCH
CHECKED BY: CCH

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 1/23/2026

SHEET NUMBER:
C0.10

Plot Date:3/18/2026 9:34 AM Plotted By: Austin Mitchell
Date Created:12/22/2025\\JUB.COM\CENTRAL\CLIENTS\ID\COLLINSWOERMAN\PROJECTS\09-25-040_PRAIRIEMEDICALCAMPUS\DESIGN\CAD\SHEET\PHASE 1\09-25-040_C-010.DWG

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

Bouten Construction

FOR

Prairie Medical Campus – Phase 1

_____ Street surfacing or infill paving

_____ Monumentation

_____ Electric

_____ Curbs and gutters

_____ Street lighting

_____ Gas

_____ Sidewalks

_____ Telephone

_____ Drainage

_____ Street signs

_____ Cable TV

_____ Water

_____ Landscaping (Swales)

_____ Sanitary Sewer

__X__ Improvements shown on construction plans referenced within Appendix I to this Agreement.

_____ Other - as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

Prairie Medical Campus – Phase 1

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **$ 820,381.00**

2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **$ 762,759.00**

3. Other improvements for which bonding are required: **$ -0-**

4. Street trees within public right-of-way: **$ 22,000.00**

5. Total cost of improvements: **$ 1,605,140.00**

6. Warranty amount: **$ 80,257.00**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Prairie Medical Campus – Phase 1

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

BOULTEN
CONSTRUCTION COMPANY

March 17, 2026, *updated 4/22/2026*

DESCRIPTION	TOTAL
01 00 00 GENERAL REQUIREMENTS	$0
07 00 00 THERMAL AND MOISTURE PROTECTION	$3,696
26 00 00 ELECTRICAL	$354,662
31 00 00 EARTHWORK	$236,314
32 00 00 EXTERIOR IMPROVEMENTS	$381,470
33 00 00 UTILITIES	$606,994
99 00 00 ALLOWANCES	$0
Direct Price	**$1,583,135**
Indirect Price (Indirects included above)	
Total Price (Total Cost of Improvements)	**$1,583,135**
Warranty Amount (5% of Total Cost)	**$79,157**

$558,367 1. Public improvements to be owned operated and maintained by the City of Post Falls:
$762,758 2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls:
$25,728 3. Other improvements for which bonding are required: (Erosion Control)
$22,000 4. Street trees within public right-of-way:

DESCRIPTION				TOTAL
01 00 00 GENERAL REQUIREMENTS				
013100.0150	2.1 Prorated General Conditions - Right of Way (Not included in CIA)	1.00 ls	$0.00	$0
013100.0150	2.1 Prorated General Requirements - Right of Way (Not included in CIA)	1.00 ls	$0.00	$0
TOTAL: 01 00 00 GENERAL REQUIREMENTS				**$0**
07 00 00 THERMAL AND MOISTURE PROTECTION				
079200.0170	Joint Sealants F&I (ROW site concrete) (RJ Construction)	1.00 ls	$3,695.78	$3,696
TOTAL: 07 00 00 THERMAL AND MOISTURE PROTECTION				**$3,696**
26 00 00 ELECTRICAL				
265600.0030	Site Electrical - ROW [Energized]	1.00 ls	$261,313.55	$261,314
265600.0030	Site Lighting including pole bases - ROW [KEC]	7.00 ea	$12,000.00	$84,000
265600.0030	Site Electrical - Trenching for ROW Street lighting req'd by Kootenai Electric (Peck&Peck)	1.00 ls	$9,348.16	$9,348
TOTAL: 26 00 00 ELECTRICAL				**$354,662**
31 00 00 EARTHWORK				
311100.0080	Strip topsoil and Haul Off [Peck & Peck]	5,268.00 cy	$17.90	$94,297
312300.0200	Site Structural Grading [Peck & Peck]	3,211.00 cy	$4.50	$14,450
311100.0080	Site Demo (trees, asphalt, cutb) [Peck & Peck]	1.00 ls	$3,695.00	$3,695
312300.0200	Subgrade Roadway [Peck & Peck]	5,225.00 cy	$1.82	$9,510
312300.0200	Curb Prep [Peck & Peck]	2,159.00 lf	$4.90	$10,579
312300.0200	Prep ADA Ramps [Peck & Peck]	4.00 ea	$385.00	$1,540
312300.0200	Prep Asphalt Path-SG Only [Peck & Peck]	2,045.00 sy	$2.70	$5,522

31 00 00 EARTHWORK (Continued)					
312300.0200	Rough Grade Swales & Landscape Area [Peck & Peck]	31,855.00	sf	$0.30	$9,557
312300.0200	Concrete Approach Prep [Peck & Peck]	2.00	ea	$520.00	$1,040
312300.0200	Prep and Base Curb Cut [Peck & Peck]	28.00	ea	$75.00	$2,100
311100.0080	Clearing and Grubbing exisiting softscapes - S. side of Prosper	10,438.00	sf	$1.09	$11,346
312300.0200	Asphalt drive lane - Hwy 41 de-accelleration lane subgrade prep	2,084.00	sf	$3.48	$7,249
312300.0200	Mass excavation & grading - S. side of Prosper	10,438.00	sf	$1.09	$11,346
312500.0070	Eriosion Control [ROW Proration from Onsite bid values]	1.00	ls	$25,727.50	$25,728
312500.0070	Site layout, survey, dust control (Bouten Support) - ROW	1.00	ls	$28,357.53	$28,358
TOTAL: 31 00 00 EARTHWORK					**$236,314**
32 00 00 EXTERIOR IMPROVEMENTS					
321200.0140	Asphalt Paving - Heavy Duty at ROW - Temp drive aisles (Hwy 41)	154.00	sy	$0.00	$0
321200.0140	Asphalt Paving - Heavy Duty at ROW - Utility patching (Hwy 41)	200.00	sy	$0.00	$0
321200.0140	Asphalt Paving - Hwy 41 de-accellearation lane step pave	232.00	sy	$0.00	$0
321200.0140	Asphalt Paving - Prosper Ave Standard 3" and 4" [Interstate]	4,740.00	sy	$21.95	$104,043
321200.0140	Asphalt Paving - Multi-purpose Pathway 2" and 4" [Interstate]	2,045.00	sy	$23.45	$47,955
321200.0140	Asphalt Paving - Hwy 41 Heavy 4" and 6" [Interstate]	1,042.00	sy	$0.00	$0
321200.0140	Asphalt Paving - Trafic Control on Hwy 41 [Interstate]	3.00	dy	$0.00	$0
321200.0140	Asphalt Paving - Misc costs - balance to bid amount [Interstate]	1.00	ls	$15,124.40	$15,124
321600.0210	Site Concrete: Patching at Right of Way	1.00	ls	$7,391.56	$7,392
321600.0315	Site Concrete - ROW curb & gutter [5 Star proration]	1,826.00	lf	$30.50	$55,693
321600.0315	Site Concrete - ROW Type 1 inlets [5 Star proration]	32.00	ea	$250.00	$8,000
321600.0315	Site Concrete - ROW concrete approaches [5 Star proration]	2,792.00	sf	$9.50	$26,524
321600.0315	Site Concrete - ROW 4" sidewalks w/ ADA ramps [5 Star proration]	800.00	sf	$6.50	$5,200
321600.0315	Site Concrete - ROW ADA tactile warnings [5 Star proration]	16.00	sf	$45.00	$720
321700.0010	Roadway signage - ROW	16.00	ea	$750.00	$12,000
321700.0010	Pavement Marking/Striping - ROW bike lane symbols, TWCTL arrows	16.00	ea	$150.00	$2,400
321700.0010	Pavement Marking/Striping - ROW roadway striping, traffic paint (6,400 LF)	42,660.00	sf	$0.18	$7,679
329300.0160	Landscaping & Irrigation - Complete (not including street trees) - ROW	1.00	ls	$45,000.00	$45,000
329300.0160	Landscaping & Irrigation - F&I Sreet trees - ROW [Clearwater Summit]	40.00	ea	$550.00	$22,000
329300.0160	Landscaping & Irrigation Qty adjustment - ROW (exposure hold)	1.00	ls	$21,739.90	$21,740
TOTAL: 32 00 00 EXTERIOR IMPROVEMENTS					**$381,470**
33 00 00 UTILITIES					
330500.0020	Site Utilities - CDF support for utilities (Bouten)	1.00	ls	$5,206.71	$5,207
330500.0020	Site Utilities - Gas Utility trench, bed & backfill (Prosper) [Peck&Peck]	1,300.00	lf	$9.43	$12,263
330500.0020	Site Utilities - Sewer - Main 8" (Prosper) [Peck&Peck]	639.00	lf	$50.00	$31,950
330500.0020	Site Utilities - Sewer - Manholes (Prosper) [Peck&Peck]	3.00	ea	$5,185.00	$15,555
330500.0020	Site Utilities - Sewer - Services 6" (Prosper) [Peck&Peck]	3.00	ea	$2,510.00	$7,530
330500.0020	Site Utilities - Sewer - Main 8" ONSITE [Peck&Peck]	1,175.00	lf	$47.90	$56,283
330500.0020	Site Utilities - Sewer - Manhole ONSITE [Peck&Peck]	5.00	ea	$5,185.00	$25,925
330500.0020	Site Utilities - Sewer - Service 6" ONSITE [Peck&Peck]	2.00	ea	$4,675.00	$9,350
330500.0020	Site Utilities - Water - End of line connection ROW [Peck&Peck]	2.00	ea	$1,400.45	$2,801
330500.0020	Site Utilities - Water - Main ROW [Peck&Peck]	1,050.00	lf	$63.10	$66,255
330500.0020	Site Utilities - Water - Fittings 12" ROW [Peck&Peck]	3.00	ea	$1,075.00	$3,225
330500.0020	Site Utilities - Water - Gate Valves 12" ROW [Peck&Peck]	4.00	ea	$4,200.00	$16,800
330500.0020	Site Utilities - Water - Fire Hydrants ROW [Peck&Peck]	2.00	ea	$8,950.00	$17,900
330500.0020	Site Utilities - Water - Fire Hydrants ONSITE [Peck&Peck]	3.00	ea	$9,515.00	$28,545
330500.0020	Site Utilities - Water - Services 8" ROW [Peck&Peck]	5.00	ea	$6,310.00	$31,550
330500.0020	Site Utilities - Water - Services 6" ROW [Peck&Peck]	4.00	ea	$5,810.00	$23,240
330500.0020	Site Utilities - Water - 2" Irrigation Service ROW [Peck&Peck]	1.00	ea	$4,515.00	$4,515
330500.0020	Site Utilities - Water - Water connection at Hwy 41 ONSITE [Peck&Peck]	1.00	ea	$10,860.00	$10,860
330500.0020	Site Utilities - Water - Main 12" (public portion) ONSITE [Peck&Peck]	976.35	lf	$63.15	$61,657
330500.0020	Site Utilities - Water - Fittings 12" ONSITE [Peck&Peck]	7.00	ea	$1,325.00	$9,275
330500.0020	Site Utilities - Water - Gate Valves 12" ONSITE [Peck&Peck]	4.00	ea	$4,200.00	$16,800
330500.0020	Site Utilities - Water - 4" Service line ONSITE [Peck&Peck]	2.00	ea	$35,750.00	$71,500
330500.0020	Site Utilities - Water - 6" Fireline service ONSITE [Peck&Peck]	2.00	ea	$10,940.00	$21,880
330500.0020	Site Utilities - Water - 2" Irrigation meter ONSITE [Peck&Peck]	2.00	ea	$4,515.50	$9,031
330500.0020	Site Utilities - Storm - Single Depth Drywell (Prosper) [Peck&Peck]	5.00	ea	$3,740.00	$18,700
330500.0020	Site Utilities - Misc costs - balance to bid amount [Peck & Peck]	1.00	ls	$28,397.98	$28,398
TOTAL: 33 00 00 UTILITIES					**$606,994**

99 00 00 ALLOWANCES				
012100.0013	ALLOWANCE - Prosper Ave Future Enhancements (included above)	1.00 ls	$0.00	$0
012100.0013	ALLOWANCE - ROW Monument Signage (structure) F&I (now on property)	6.00 ea	$0.00	$0
012100.0013	ALLOWANCE - Zorros Rd. Irrigation & Support (no longer included)	1.00 ls	$0.00	$0
TOTAL: 99 00 00 ALLOWANCES				**$0**

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Prairie Medical Campus – Phase 1

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

ATTACHMENT "D"

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

North Idaho Healthcare Holdings, LLC

FOR

Prairie Medical Campus – Phase 1

CONSTRUCTION DRAWINGS

Plans Titled: **Prairie Medical Campus – Phase 1**

Dated: **5/1/2026**

By: **Cole Henderson, P.E.**

Sheets 1 through **75**

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

North Idaho Healthcare Holdings, LLC

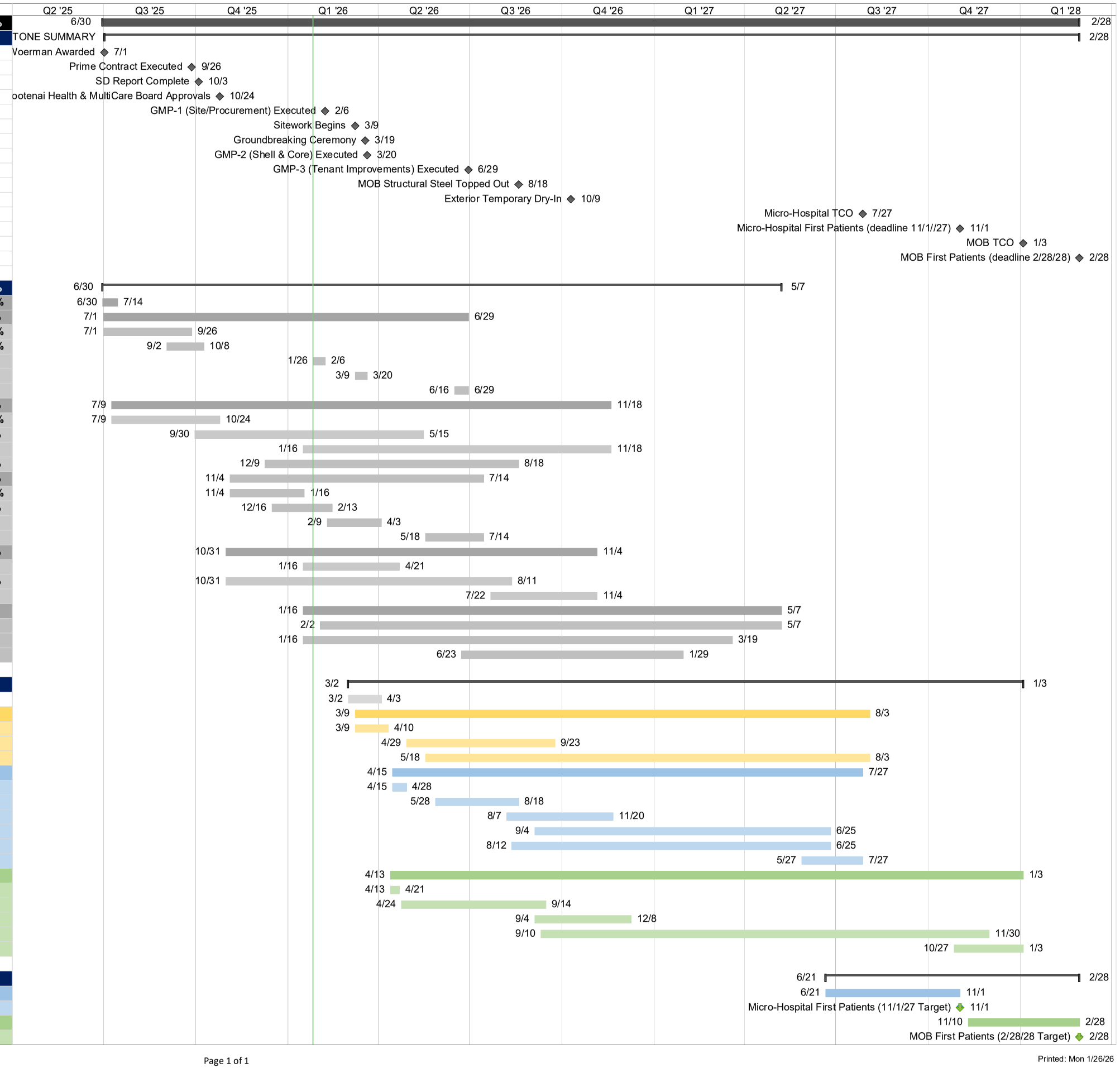
FOR

Prairie Medical Campus – Phase 1

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Name	Dur	Start	Finish	%
0	**PRAIRIE MEDICAL CAMPUS**	**669 days**	**Mon 6/30/25**	**Mon 2/28/28**	**11%**
1	**MILESTONE SUMMARY**	**667 days**	**Tue 7/1/25**	**Mon 2/28/28**	**0%**
2	*Bouten/CollinsWoerman Awarded*	*0 days*	*Tue 7/1/25*	*Tue 7/1/25*	*0%*
3	*Prime Contract Executed*	*0 days*	*Fri 9/26/25*	*Fri 9/26/25*	*0%*
4	*SD Report Complete*	*0 days*	*Fri 10/3/25*	*Fri 10/3/25*	*0%*
5	*Kootenai Health & MultiCare Board Approvals*	*0 days*	*Fri 10/24/25*	*Fri 10/24/25*	*0%*
6	*GMP-1 (Site/Procurement) Executed*	*0 days*	*Fri 2/6/26*	*Fri 2/6/26*	*0%*
7	*Sitework Begins*	*0 days*	*Mon 3/9/26*	*Mon 3/9/26*	*0%*
8	*Groundbreaking Ceremony*	*0 days*	*Thu 3/19/26*	*Thu 3/19/26*	*0%*
9	*GMP-2 (Shell & Core) Executed*	*0 days*	*Fri 3/20/26*	*Fri 3/20/26*	*0%*
10	*GMP-3 (Tenant Improvements) Executed*	*0 days*	*Mon 6/29/26*	*Mon 6/29/26*	*0%*
11	*MOB Structural Steel Topped Out*	*0 days*	*Tue 8/18/26*	*Tue 8/18/26*	*0%*
12	*Exterior Temporary Dry-In*	*0 days*	*Fri 10/9/26*	*Fri 10/9/26*	*0%*
13	*Micro-Hospital TCO*	*0 days*	*Tue 7/27/27*	*Tue 7/27/27*	*0%*
14	*Micro-Hospital First Patients (deadline 11/1//27)*	*0 days*	*Mon 11/1/27*	*Mon 11/1/27*	*0%*
15	*MOB TCO*	*0 days*	*Mon 1/3/28*	*Mon 1/3/28*	*0%*
16	*MOB First Patients (deadline 2/28/28)*	*0 days*	*Mon 2/28/28*	*Mon 2/28/28*	*0%*
17					
18	**PRECONSTRUCTION**	**466 days**	**Mon 6/30/25**	**Fri 5/7/27**	**16%**
19	**Project Kick-off**	**9 days**	**Mon 6/30/25**	**Mon 7/14/25**	**100%**
24	**Contracting**	**250 days**	**Tue 7/1/25**	**Mon 6/29/26**	**75%**
25	**Prime Contract**	**61 days**	**Tue 7/1/25**	**Fri 9/26/25**	**100%**
28	**Early Consultant Contracts**	**27 days**	**Tue 9/2/25**	**Wed 10/8/25**	**100%**
36	**GMP-1: Early Procurement & Site (Initial GMP)**	**10 days**	**Mon 1/26/26**	**Fri 2/6/26**	**0%**
40	**GMP-2: Shell & Core (Initial GMP)**	**10 days**	**Mon 3/9/26**	**Fri 3/20/26**	**0%**
44	**GMP-3: Tenant Improvements (Final GMP)**	**10 days**	**Tue 6/16/26**	**Mon 6/29/26**	**0%**
48	**Design**	**346 days**	**Wed 7/9/25**	**Wed 11/18/26**	**52%**
49	**Schematic Design**	**77 days**	**Wed 7/9/25**	**Fri 10/24/25**	**100%**
101	**Design Development**	**158 days**	**Tue 9/30/25**	**Fri 5/15/26**	**65%**
125	**Construction Documents**	**215 days**	**Fri 1/16/26**	**Wed 11/18/26**	**0%**
131	**BIM Coordination**	**175 days**	**Tue 12/9/25**	**Tue 8/18/26**	**11%**
153	**Estimating / Bidding / Buyout**	**173 days**	**Tue 11/4/25**	**Tue 7/14/26**	**62%**
154	**Early Trade Partner Selection**	**49 days**	**Tue 11/4/25**	**Fri 1/16/26**	**100%**
159	**GMP-1: Site & Early Procurement**	**40 days**	**Tue 12/16/25**	**Fri 2/13/26**	**83%**
163	**GMP-2: Shell & Core**	**40 days**	**Mon 2/9/26**	**Fri 4/3/26**	**0%**
167	**GMP-3: Tenant Improvements**	**40 days**	**Mon 5/18/26**	**Tue 7/14/26**	**0%**
171	**Permitting**	**255 days**	**Fri 10/31/25**	**Wed 11/4/26**	**10%**
172	**Sitework & ROW Permitting**	**67 days**	**Fri 1/16/26**	**Tue 4/21/26**	**2%**
176	**Building Permits - Post Falls Building Dept.**	**195 days**	**Fri 10/31/25**	**Tue 8/11/26**	**17%**
187	**Bureau of Facility Standards (Idaho DHW - BFS)**	**75 days**	**Wed 7/22/26**	**Wed 11/4/26**	**0%**
190	**Procurement**	**330 days**	**Fri 1/16/26**	**Fri 5/7/27**	**0%**
191	**GMP-1**	**320 days**	**Mon 2/2/26**	**Fri 5/7/27**	**0%**
209	**GMP-2**	**295 days**	**Fri 1/16/26**	**Fri 3/19/27**	**0%**
263	**GMP-3**	**150 days**	**Tue 6/23/26**	**Fri 1/29/27**	**0%**
295					
296	**CONSTRUCTION**	**464 days**	**Mon 3/2/26**	**Mon 1/3/28**	**0%**
297	**Mobilization**	**25 days**	**Mon 3/2/26**	**Fri 4/3/26**	**0%**
304	**Sitework - Onsite & ROW**	**355 days**	**Mon 3/9/26**	**Tue 8/3/27**	**0%**
305	**Site Mass Grading**	**25 days**	**Mon 3/9/26**	**Fri 4/10/26**	**0%**
307	**Right of Way (ROW) Development**	**103 days**	**Wed 4/29/26**	**Wed 9/23/26**	**0%**
346	**Onsite Development**	**305 days**	**Mon 5/18/26**	**Tue 8/3/27**	**0%**
410	**Micro-Hospital & Connector**	**323 days**	**Wed 4/15/26**	**Tue 7/27/27**	**0%**
411	**Excavation**	**10 days**	**Wed 4/15/26**	**Tue 4/28/26**	**0%**
414	**Structural**	**58 days**	**Thu 5/28/26**	**Tue 8/18/26**	**0%**
443	**Building Envelope**	**75 days**	**Fri 8/7/26**	**Fri 11/20/26**	**0%**
453	**Infrastructure & Penthouse**	**202 days**	**Fri 9/4/26**	**Fri 6/25/27**	**0%**
463	**Interior Buildout**	**219 days**	**Wed 8/12/26**	**Fri 6/25/27**	**0%**
490	**Construction Closeout**	**41 days**	**Thu 5/27/27**	**Tue 7/27/27**	**0%**
500	**Medical Office Building**	**434 days**	**Mon 4/13/26**	**Mon 1/3/28**	**0%**
501	**Excavation**	**7 days**	**Mon 4/13/26**	**Tue 4/21/26**	**0%**
504	**Structural**	**99 days**	**Fri 4/24/26**	**Mon 9/14/26**	**0%**
567	**Building Envelope**	**65 days**	**Fri 9/4/26**	**Tue 12/8/26**	**0%**
579	**Interior Buildout**	**307 days**	**Thu 9/10/26**	**Tue 11/30/27**	**0%**
724	**Construction Closeout**	**45 days**	**Wed 10/27/27**	**Mon 1/3/28**	**0%**
734					
735	**ACTIVATION**	**174 days**	**Mon 6/21/27**	**Mon 2/28/28**	**0%**
736	**Micro-Hospital Activation**	**94 days**	**Mon 6/21/27**	**Mon 11/1/27**	**0%**
742	*Micro-Hospital First Patients (11/1/27 Target)*	*0 days*	*Mon 11/1/27*	*Mon 11/1/27*	*0%*
743	**MOB Activation**	**74 days**	**Wed 11/10/27**	**Mon 2/28/28**	**0%**
749	*MOB First Patients (2/28/28 Target)*	*0 days*	*Mon 2/28/28*	*Mon 2/28/28*	*0%*



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

North Idaho Healthcare Holdings, LLC

FOR

Prairie Medical Campus – Phase 1

ENGINEERING SERVICES FEE SUMMARY

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

Items	Units	Quantity	Base Fee	Rate ($/unit)	Total
Utility ROW			100		$ -
Commercial ROW		1	350		$ 350.00
Residential ROW			150		$ -
Utility Trench					$ 1,392.30
	1-200ft		250	0	$ -
	201-400 ft		350	0	$ -
	401-600 ft		400	0	$ -
	601-800 ft		450	0	$ -
	>800 ft	1638	0	0.85	$ 1,392.30
Curb and Gutter		1993	150	0.6	$ 1,345.80
Sidewalk/Approaches		2123	150	0.6	$ 1,423.80
Swales and Drywells					
	Swale	18630	150	0.2	$ 3,876.00
	Drywell	5	0	60	$ 300.00
Pavement		4654	150	0.5	$ 2,477.00
Water Pressure Test		0	0	120	$ -
Sewer Pressure Test		11	0	120	$ 1,320.00
Street Trees		35	0	40	$ 1,400.00
Total					$ 13,884.90

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

North Idaho Healthcare Holdings, LLC

FOR

Prairie Medical Campus – Phase 1

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Cole Henderson, P.E.**

ENGINEERING FIRM: **J-U-B Engineers**

ADDRESS: **745 W. Hanley Ave #301**

CITY: **Coeur D'Alene** STATE: **ID** ZIP: **83815**

PHONE NO.: **(208) 762-8787**

E-MAIL ADDRESS: chenderson@jub.com

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

North Idaho Healthcare Holdings, LLC

FOR

Prairie Medical Campus – Phase 1

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

North Idaho Healthcare Holdings, LLC

FOR

Prairie Medical Campus – Phase 1

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of _____)
ss
County of _____)

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 _____ Subdivision, 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 _____
Residing at:_____
Commission Expires:_____

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

North Idaho Healthcare Holdings, 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: **Kootenai Electric Cooperative**

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

7 lights X 12 months X $ 35.00 per month = **$ 2,940.00**

Street light type: _____

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

TOTAL = $ 2,940.00

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

North Idaho Healthcare Holdings, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	**$ N/A**
Capitalization Fee Based Upon Service Line Size	**$**
Total Irrigation Connection Fee	**$**

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

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

North Idaho Healthcare Holdings, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Best, Human Resources Director, Field Herrington, City Attorney

SUBJECT: Adoption of Updated Personnel Policy

ITEM AND RECOMMENDED ACTION:
Staff recommends that the City Council adopt the updated Personnel Policy, which incorporates revisions discussed during the May 5, 2026, Council workshop. No presentation is planned for this item.

DISCUSSION:
Staff have completed incorporating the updates into the Personnel Policy following the May 5th workshop. The proposed revisions are intended to clarify existing practices, improve consistency in personnel administration, and provide additional guidance regarding advancement, leave administration, compensation practices, and termination procedures.

One update formally incorporates on-call pay and shift differential pay into the City's Kinds and Levels charts. The updated policy clarifies that these compensation amounts will be adjusted by any Cost of Living Adjustment (COLA) approved by the City Council, consistent with adjustments to regular wage scales. This change reflects the City's existing compensation practices.

The updated policy also revises procedures related to level progression and senior positions. These changes establish a more detailed framework for structured advancement within related classifications or position series, including standards for evaluation, approval, budgeting, and promotion eligibility. The revisions clarify that approval of a classification does not authorize promotion without prior budget approval through the annual budget process.

Additional revisions clarify the City's use of administrative leave and leave without pay (LWOP). The updated language explains the purpose and administration of administrative leave, including authorization procedures, duration limits, access restrictions during leave, and standards for paid versus unpaid leave. The revisions also clarify that employees generally must exhaust accrued paid leave before entering LWOP status unless otherwise authorized.

The final amendment adds a new Termination section within the employee separation policies. The language establishes minimum due process procedures for employees who have successfully completed their probationary period prior to termination for cause. The procedures include providing written notice of the proposed termination, an opportunity for the employee to respond before a final decision is made, and issuance of a written final notice of personnel action outlining the basis for the decision.

The attached updated Personnel Policy incorporates the revisions discussed during both Council workshops, along with minor formatting and consistency edits completed during final review. Staff recommends adopting the updated policy as presented.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

January 20, 2026 – Initial Personnel Policy Workshop
May 5, 2026 – Follow-Up Personnel Policy Workshop

APPROVED OR DIRECTION GIVEN:
Council provided feedback and direction during both workshops. Staff incorporated the requested revisions into the final updated policy presented for adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The policy updates do not create a direct fiscal impact. Future implementation of level progression positions remains subject to annual budget approval by the City Council.

BUDGET CODE:
N/A

ATTACHMENTS:
1. 2026.05.20 Personnel Policy

Personnel Policy

Version 2026.2

Approved by Post Falls City Council

Effective Date: May 20, 2026

Table of Contents

INTRODUCTION 5
1. GENERAL MANAGEMENT PRACTICES AND EMPLOYMENT POLICIES 6
Equal Opportunity Policy Statement 6
Policy Against Harassment, Discrimination, and Retaliation 6
Reasonable Accommodation of Disabilities and Pregnant Workers. 9
2. EMPLOYMENT CLASSIFICATION & RECORDS 12
Employee Classification and Employment Status. 12
Employee Records 13
3. HIRING 15
General Hiring Policies. 15
Employment Eligibility Verification. 15
Veteran's Preference. 15
Nepotism – Hiring or Supervision of Relative. 15
Employment Background Checks. 16
Probationary Period. 16
Employee Selection, Evaluation, and Testing. 17
4. COMPENSATION AND SALARY 18
New Hires 18
Rehired Employees. 18
Promotions. 18
Newly Created Positions. 19
Level Progression. 20
Merit and COLA Increases. 21
Scale Adjustments. 22
Wage Surveys and Compensation Comparisons 22
Employee Grade or Title Change. 22
Special Duty Pay. 22
Shift Differential Policy for Hourly Non-exempt Employees. 23
License Incentive Plans for Water Distribution and Water Reclamation Divisions. 23
Incentive Pay Policy. 24
5. WORK HOURS AND ATTENDANCE 26

Work Week and Hours of Work. 26
Meal Periods and Discretionary Rest Breaks. 26
Time Records. 26
Overtime and Compensatory Time. 27
On-Call Compensation. 28
Standby. 29
Deductions for Pay – Safe Harbor 29
Paychecks. 30
6. BENEFITS AND LEAVE 31
Employee Benefits. 31
Benefit Prorating Policy for Part-Time Employees. 31
Travel Policy. 31
College/University Education Assistance Program. 35
Holidays. 36
Paid Time Off. 37
Accrual Rates for PTO. 38
Catastrophic Account (CAT). 38
Family and Medical Leave. 40
Military Leave. 42
Bereavement Leave. 42
Jury Duty. 43
Court Appearance as a Witness. 44
Time Off for Voting. 44
Religious Observances. 44
Worker's Compensation. 44
7. WORKPLACE AND EMPLOYEE CONDUCT AND RESPONSIBILITIES 46
Workplace Guidelines. 46
Employee Code of Conduct. 47
Duty to Report Child Abuse. 50
Volunteerism. 50
Outside Employment. 50
Use of Credentials or Badge 51
Dress and Grooming 51

Animals in the Workplace. 51
Political Neutrality. 52
Personal Relationship Policy – Employee Dating. 54
Social Media. 54
No Recording/No Camera Policy. 57
Required Notices and General Announcements. 57
Solicitation. 57
Computers, Internet, Email, and Other Resources. 57
Generative Artificial Intelligence (AI) Tools. 59
Telecommuting Policy. 59
Nursing Mother Accommodation. 66
Fitness for Duty. 66
Vehicle Use Policy. 66
Employee Assistance and Drug Free Awareness. 69
Smoke-Free Workplace. 70
Workplace Violence Prevention. 70
Infectious Disease Control Policy. 71
8. GRIEVANCE PROCEDURES AND PERFORMANCE MANAGEMENT 73
Complaint Process and Procedure. 73
Employee Performance and Discipline. 74
Opportunity To Be Heard—Assertions of Unlawful Discrimination, Retaliation, and Name-Clearing Hearing. 76
9. LEAVING CITY EMPLOYMENT. 78
Voluntary Resignation. 78
Employee Separation Through Reduction in Force or Re-organization. 78
Return of Equipment and Deletion of Computer Access. 79
Exit Interview, Final Paycheck, and Separation Benefits. 79
Obligations Continuing After Termination. 79
10. EMPLOYEE PERSONNEL POLICY ACKNOWLEDGMENT AND RECEIPT 80

INTRODUCTION

Welcome to the City of Post Falls (the "City"). This policy aims to inform City employees of the many benefits of working at the City, explain the City's expectations and regulations, as well as employee rights and responsibilities, and ensure uniform application throughout City departments. The Personnel Policy is not all-inclusive but addresses the topics most likely to be encountered in the City's day-to-day operations.

CITY ORGANIZATION

The City of Post Falls operates under the Mayor/Council form of government. The Mayor appoints the City Administrator with confirmation of the Council. The City Administrator is subject to direction from the Mayor and is responsible for the management and supervision of the City departments. The Mayor appoints Department Heads, with confirmation by the Council, and they are responsible for the efficient management and operation of their respective departments[1].

It is the purpose and goal of the City Council, Mayor, City Administrator, Department Heads, Managers, Supervisors, and employees to provide state-of-the-art services through best practices and to respond to the needs of the public through programs and practices that:

- Serve the public interest;
- Exercise fiscal responsibility;
- Protect the City and City interests;
- Support departments in the achievement of goals and objectives; and
- Strive for lawful treatment of employees according to federal laws, state codes, local ordinances, and the City's policies and procedures.

Mission: Building Community

Vision: Creating a Welcoming, Sustainable, and Dynamic Community.

DISCLAIMER

This Personnel Policy is not intended to supersede City ordinances or other applicable state and federal laws and regulations. In case of any conflict between the policies and procedures in this Personnel Policy and such ordinances or laws, the latter shall prevail.

Due to legal and safety concerns related to law enforcement, the City of Post Falls Police Department personnel are governed by policies and procedures adopted to address the legal and public safety concerns applicable to law enforcement. In cases where there is a conflict between the law enforcement policies and procedures and this Personnel Policy, the Police Department's public safety policies and procedures will prevail. The Post Falls Police Department will work with Human Resources to resolve potential policy conflicts before their adoption**.**

[1] See PFMC 2.08.010.

1. GENERAL MANAGEMENT PRACTICES AND EMPLOYMENT POLICIES

Equal Opportunity Policy Statement.

The City is committed to equal employment opportunities and compliance with federal and state anti-discrimination laws. All aspects of employment will be based on merit, qualifications, and abilities. The City does not discriminate based on Protected Category. Reasonable accommodations will be provided to qualified individuals with known disabilities, limitations relating to pregnancy, childbirth, related medical conditions, or religious needs. Employees can raise concerns without fear of reprisal, and any unlawful discrimination, harassment, or retaliation will result in disciplinary action, up to and including termination.

Policy Against Harassment, Discrimination, and Retaliation.

Objective: The City strives to create and maintain a work environment where people are treated with dignity, decency, and respect. The environment of the City should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees should be able to work and learn in a safe atmosphere. The accomplishment of this goal is essential to our mission. Therefore, the City will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by educating employees, the City will seek to prevent, correct, and discipline behavior that violates this policy.

All new hires are required to participate in mandatory training provided by Human Resources and must sign an acknowledgment confirming they have received, reviewed, and understood the policy. Employee acknowledgment confirms understanding of the policy, commitment to compliance, and awareness of the disciplinary consequences associated with any violations.

Employees must comply with this policy regardless of position to prevent prohibited conduct. Violations will result in appropriate disciplinary action, including, but not limited to, verbal or written reprimand, suspension, or termination, based on the offense's seriousness, pervasiveness, and the employee's disciplinary history.

Prohibited Conduct Under This Policy: The City, in compliance with all applicable federal, state, and local anti-discrimination and harassment laws and regulations, enforces this policy under the following definitions and guidelines:

A. Discrimination.

It is a violation of the City's policy to discriminate in the provision of employment opportunities, benefits, or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, due to a Protected Category.

Discrimination of this kind also may be strictly prohibited by various federal, state, and local laws, including the Idaho Human Rights Act. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination violating this policy will be subject to disciplinary measures, up to and including termination.

B. Harassment.

The City prohibits illegal harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any unwanted verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual due to a Protected Category and that a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

The following illustrations of harassment are intended to be examples of the type of conduct prohibited by this policy. They are not exclusive when determining whether there has been a violation of this policy:

- Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises, that is circulated in the workplace via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites, or other means, or that is created on the City's time or using City equipment.
- Verbal harassment can include offensive or unwelcome comments regarding a person's Protected Category.

Nonverbal harassment can include distributing, displaying, or discussing any written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility, aversion, or disrespect toward an individual or group because of a Protected Category.

C. Sexual Harassment.

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under the City's anti-harassment policy. Consistent with the Equal Employment Opportunity Commission ("EEOC"), sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions, such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment, or such conduct interferes unreasonably with an individual's work performance.

Sexual harassment can take the following forms:

- "Quid pro quo" harassment. Quid pro quo harassment is where submission to harassment is used as the basis for employment decisions. Quid pro quo harassment includes situations where employment benefits, such as raises, promotions, or better working hours, are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity (with the authority to grant such benefits) can engage in quid pro quo harassment. To illustrate, a supervisor promising an employee a raise if they go on a date with them and a manager telling an employee they will fire them if they do not have sex with them are both examples of quid pro quo harassment.
- "Hostile work environment" harassment. Hostile work environment harassment is where the harassment creates an offensive and unpleasant working environment. Anyone in the work environment can create a hostile work environment, including supervisors, other employees, or customers. Hostile work environment harassment consists of verbal

conduct of a sexual nature, unwelcome sexual materials, or even unwelcome physical contact as a regular part of the work environment. Texts, e-mails, cartoons, or posters of a sexual nature; vulgar or lewd comments or jokes; or unwanted touching or fondling all fall into this category.

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Are made explicitly or implicitly a term or condition of employment;
- Are used as a basis for an employment decision; or
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or otherwise offensive environment.

Sexual harassment may take different forms and can range from subtle to not-so-subtle behaviors and may involve individuals of the same or different gender. The following illustrations of sexual harassment are intended to be examples. They are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment can include sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, or threats of a sexual or lewd nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; requests for any sexual favor, repeated and unwelcome requests for dates; and verbal abuse of a sexual nature.
- Nonverbal sexual harassment can include the distribution, display, or discussion in the workplace of any written or graphic material, including calendars, posters, or cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or obscene sounds, comments, or gestures; leering; staring; whistling; sexual content in letters, notes, facsimiles, e-mails, photos, text messages, tweets, and Internet postings; or other forms of communication that are sexual in nature that are displayed or distributed in the workplace or that are created on City time or using City equipment.
- Physical sexual harassment includes unwelcome or unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, or forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, and noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered harassment.

D. Retaliation.

No hardship, loss, or penalty may be imposed on an employee based on the employee asserting a benefit conferred upon the employee by this Personnel Policy or by law or reporting a violation of this Personnel Policy or law. This includes, but is not limited to, a hardship, loss, or penalty imposed based on the employee:

- Filing or responding to a bona fide complaint of discrimination, harassment, or any other type of unlawful conduct or conduct that violates this Personnel Policy;
- Participating as a witness or otherwise in the investigation of a complaint;
- Serving as an investigator of a complaint; or
- Reporting fraud, unethical or unprofessional conduct, non-compliance with policies or procedures, violations of local, state, or federal laws or regulations, or other illegal or improper practices or policies.

Retaliation or attempted retaliation in response to lodging a complaint pursuant to this Personnel Policy or invoking the Personnel Policy's complaint process violates this policy. Any person found to have violated this aspect of the Personnel Policy will be subject to sanctions, up to and including termination of employment.

Reasonable Accommodation of Disabilities and Pregnant Workers.

A. Americans with Disabilities Act (ADA).

The Americans with Disabilities Act ("ADA") and the Idaho Human Rights Act prohibit employers from discriminating against applicants and individuals with disabilities. When needed, employers must provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

The City's policy is to comply with all applicable federal and state laws concerning the employment of persons with disabilities. Furthermore, the City's policy is not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, or privileges of employment.

To ensure equal employment opportunities for qualified individuals with a disability, the City will make reasonable accommodations for the known disability of an otherwise qualified employee so that they can perform the essential functions of their job unless undue hardship on the operation of the City would result. An example of undue hardship includes where the accommodation causes a direct threat to the employee or others in the workplace, and the threat cannot be eliminated by reasonable accommodation. Employees requiring a reasonable accommodation should contact the City's Human Resources Department.

Interactive Process: When requesting the accommodation mentioned above, the employee should specify what accommodation(s) they need to perform the job. The City may require additional information from the employee, their healthcare provider(s), or the City's own healthcare advisors to determine the appropriate action to take. Throughout the process, the City will use a problem-solving approach to identify and implement an accommodation that is most appropriate for the situation, if available.

During the interactive process, the City may implement temporary modifications. Please remember that a temporary modification may involve eliminating or modifying an essential function of the employee's job. However, the City may determine that such elimination or modification cannot be permanent. As a result, the employee must remember that all temporary modifications are temporary and instituted for the employee's benefit while the interactive process is completed.

At the end of this interactive and information-gathering process, the City may adopt the requested accommodation or another reasonable accommodation or determine that a reasonable accommodation does not exist. Please remain aware that the City may also propose and implement an alternative accommodation(s). If the requested and alternative accommodations are reasonable and will not impose an undue hardship, the law allows the City to implement the accommodation of its choice. The City reserves the right to implement the accommodation of its choice in this circumstance.

The City generally attempts to make reasonable job modifications/accommodations for employees, regardless of whether they are "disabled" under the law. Thus, the City's engagement in what looks like an interactive process and/or the provision or offer of accommodation or modified duty (including any conduct under this policy or the City's return to work and workers' compensation policies) does not indicate that the City regards the employee as "disabled."

Reporting: Any employee who believes they have been subjected to any form of prohibited conduct in violation of this policy, or any employee who is aware of an incident or conduct in violation of this policy, is directed to please follow the complaint procedure outlined in the City's Policy Against Harassment, Discrimination, and Retaliation.

No Retaliation: The City also prohibits retaliation against any employee for exercising any rights or benefits pursuant to this Personnel Policy. Please report any retaliation as set forth in the complaint procedure found in the City's Policy Against Harassment, Discrimination, and Retaliation.

B. Reasonable Accommodation of Pregnant Workers.

The Pregnant Workers Fairness Act ("PWFA") requires employers to provide reasonable accommodations to applicants and employees with known limitations related to pregnancy, childbirth, or related medical conditions unless the accommodation will cause the employer undue hardship. An example of undue hardship includes where the accommodation causes a direct threat to the employee or others in the workplace, and the threat cannot be eliminated by reasonable accommodation.

The City's policy is to comply with all applicable federal and state laws concerning the employment of persons with known limitations related to pregnancy, childbirth, or related medical conditions. Employees requiring a reasonable accommodation should contact the City's Human Resources Department. The City will determine reasonable accommodations under the PWFA through an interactive process.

Interactive Process: When requesting the accommodation mentioned above, the employee should specify what accommodation(s) they need to perform the job. The City may require additional information from the employee, the employee's healthcare provider(s), and/or the City's own healthcare advisors to determine the appropriate action to take. Throughout the process, the City will use a problem-solving approach to identify and implement an accommodation that is most appropriate for the situation, if one is available.

The City may implement temporary modifications. Please remember that a temporary modification may involve eliminating or modifying an essential function of the employee's job. However, the City may determine that such elimination or modification cannot be permanent. As a result, the employee must remember that all temporary modifications are merely temporary and instituted for the employee's benefit.

At the end of this interactive and information-gathering process, the City may adopt the requested accommodation or another reasonable accommodation or determine that a reasonable accommodation does not exist. Please remain aware that the City may also propose and implement an alternative accommodation(s). If the requested and alternative accommodations are reasonable and will not impose an undue hardship, the law allows the City to implement the accommodation of its choice. The City reserves the right to implement the accommodation of its choice in this circumstance.

The City generally attempts to make reasonable job modifications/accommodations for employees, including under the PWFA, regardless of whether they have a disability under the ADA. Thus, the City's engagement in what looks like an interactive process and/or the provision or offer of accommodation or modified duty (including any conduct under this policy or the City's return to work and workers' compensation policies) does not indicate that the City regards the employee as "disabled."

Reporting: If you believe you have been subjected to any form of prohibited conduct in violation of this policy, or if you are aware of an incident or conduct in violation of this policy, please follow the complaint procedure outlined in the City's Policy Against Harassment, Discrimination, and Retaliation.

No Retaliation: The City expressly prohibits retaliation against any employee for exercising any rights or benefits under this Personnel Policy. Please report any retaliation as outlined in the complaint procedure in the City's Policy Against Harassment, Discrimination, and Retaliation.

2. EMPLOYMENT CLASSIFICATION & RECORDS

Employee Classification and Employment Status.

A. Nature of Employment.

Employment at the City of Post Falls is based on a for-cause standard following the completion of a probationary period. Once an employee has completed the required probationary period following initial employment, promotion, or transfer, they shall have an expectation of continued employment, subject to satisfactory job performance and adherence to City policies. However, changes in budget appropriations or fiscal management strategies, reductions in force, or reorganization of work can result in termination or reassignment. Such policy choices implemented by the City Council can occur without providing an opportunity for a hearing for affected employees. Termination may occur for disciplinary or performance reasons, following the due process outlined in this policy.

Nothing in this employee Personnel Policy creates, or is intended to create, an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee, is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

Any salary figures provided to an employee in annual or monthly terms are stated for convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period.

B. Appointed Officers.

The city administrator, city clerk, deputy city administrator, finance director, city attorney, chief of police, public works director, human resources director, community development director, IT director, and parks and recreation director are appointed pursuant to Post Falls Municipal Code 2.08.010 and Idaho Code § 50-204 and may only be removed pursuant to Idaho Code § 50-206.

Appointed Officers are governed by employment contracts that may have specific provisions that exclude or supersede certain aspects of the personnel policy. Such provisions are outlined within those contracts and apply only to the terms explicitly addressed. All other general personnel policies are still applicable unless otherwise specified.

C. Employee Classification for Benefit Purposes.

The classification of an employee's position with the City may affect the status of obligations or benefits associated with their employment. The City classifies its employees as shown below to determine eligibility for benefits and overtime status and ensure compliance with federal and state laws and regulations. The City may review or change employee classifications at any time.

- **Exempt:** Exempt employees are paid on a salaried basis and are not eligible for overtime pay. Their positions' duties meet a qualifying exemption under the Fair Labor Standards Act ("FLSA") and related laws. Employees classified as exempt from overtime pay requirements will be notified of this classification at the time of hire or change in position.
- **Non-exempt:** Non-exempt employees are generally paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked in a workweek.

Employee wages, benefits, and duties are determined by their job classification and description. The City Council sets compensation (kinds and levels) and benefits through the annual budget. Merit and cost-of-living adjustments (COLA) increases apply to all employees' wages, regardless of benefits eligibility, except as otherwise provided. The primary categories of employment are:

- **Regular Full-Time Employee:** Works at least 30 hours per week and is eligible for benefits after the waiting period. The waiting period for benefits begins on the employment start date and ends on the 1st of the month following 30 full days of employment, at which point benefits start.
- **Regular Part-Time Employee:** Works more than 20 but less than 30 hours per week. Eligible for pro-rated benefits after a waiting period. The waiting period for benefits begins on the employment start date and ends on the 1st of the month following 30 full days of employment, at which point benefits start. The pro-ration of benefits for part-time employees is calculated according to the guidelines in *Chapter 6: Benefit Prorating Policy for Part-Time Employees*.
- **Temporary Part-Time Employee:** Works 20 hours per week for less than five consecutive months. Not eligible for benefits, PERSI, or health coverage.
- **Casual Employees:** Includes positions working less than 20 hours per week and lasting longer than eight months per year, such as groundskeepers. These employees do not qualify for benefits, PERSI, or health coverage.
- **Seasonal Employees:** Includes positions lasting no more than eight months per year, such as snow removal staff and lifeguards. These employees do not qualify for merit increases, benefits, PERSI, or health coverage.

Employee Records.

A. Personnel Files.

The City will keep the official personnel files in the Human Resources Department. Personnel files should contain records related to employee performance, status, and other relevant materials related to the employee's service with the City. The employee's supervisor(s), Elected Officials, and the employee themselves may contribute materials to the personnel files deemed relevant to their performance.

B. Access to Personnel Files.

Employee personnel files are considered confidential. Only the Mayor, the employee's supervisor(s), City administration, attorneys for the City, Human Resources personnel, and the employee or their authorized representative are authorized to view materials in a personnel file. Access to such files by others will be allowed only when authorized after consultation with legal counsel for the City.

Information regarding personnel matters will only be provided to outside parties with a release from the employee when deemed necessary by the City's legal counsel or pursuant to a Court order or a proper subpoena.

The City reserves the right to disclose the contents of personnel files to outside state or federal agencies, its insurance carrier, or its carrier's agents for risk management purposes or when necessary to defend itself against allegations of unlawful conduct.

Copies of materials in an employee's personnel file are available to that employee without charge, subject to exceptions provided by statutes.

The City may disclose current and former employees' public service or employment history, classification, pay grade and step, longevity, gross salary, and salary history, including bonuses, severance packages, other compensation, or vouchered and unvouchered expenses for which reimbursement was paid, status, workplace, and employing agency, pursuant to the Idaho Public Records Act.

C. Change in Employee Information.

Employees must advise the Human Resources Department as soon as possible of any change in name, address, telephone number, marital status, number of exemptions for tax withholding purposes, or other work-related personnel data.

3. HIRING

General Hiring Policies.

The City strives to ensure that individuals employed by the City are well-qualified and have a strong potential to be productive and successful and to ensure that the City maintains a safe and productive work environment. Hiring and promotional decisions affecting applicants and current employees shall be based on their qualifications, perceived skills, knowledge, and abilities relevant to the vacant position.

Open positions are announced in a manner that is compliant with EEO regulations. Where it does not conflict with Idaho's Veteran's Preference laws, Title 65, Chapter 5, Idaho Code. Hiring preference may be given to qualified internal candidates. Internal promotion or transfer may be used to fill any vacancy within the City's workforce.

Employment Eligibility Verification.

The City is committed to employing only United States citizens or aliens legally authorized to work in the United States. The City does not illegally discriminate because of a person's citizenship or national origin. Every new employee at the City must complete an Employment Eligibility Verification Form (I-9) and provide acceptable documents demonstrating identity and employment eligibility as required by law. Employees terminating employment with the City and subsequently rehired must complete another I-9 Form if the previous I-9 with the City is more than three years old, if the original I-9 is no longer accurate, or if the City has destroyed the original I-9.

Veteran's Preference.

The City grants preference to U.S. Armed Services veterans and their eligible family members in hiring decisions as outlined by Idaho Code, Title 65, Chapter 5, ensuring that in cases of equal qualifications, veterans or their family members will be given priority. Additionally, under Idaho Code §65-508 and the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §4301, et seq., qualified veterans returning from military leave are reinstated to their previous positions with the same seniority, status, and pay. These individuals are also protected from dismissal without cause for one year after their return to employment with the City.

Nepotism – Hiring or Supervision of Relative.

The City strictly adheres to Idaho Code provisions to prevent conflicts of interest in employment decisions. Specifically, no person related by blood or marriage within the second degree to the Mayor, a City Council member, or any public servant involved in the hiring process can be appointed to a compensated position. Violations of these rules, found in I.C. Title 74, Chapter 4 and I.C. §18-1359, may render any such employment void. Additionally, if a relative of an existing employee is elected, that employee may retain their position and receive pay increases as permitted under Idaho Code § 18-1359(5), ensuring compliance with state laws regarding nepotism and employment. This policy references the City's Relationship Policy, which outlines the procedures and guidelines to manage and mitigate potential conflicts of interest arising from personal relationships within the workplace. All employees and public servants are expected to comply with these provisions to maintain transparency and integrity in City employment practices.

Employment Background Checks.

To ensure that individuals who join the City are well-qualified and contribute to a safe and productive work environment, the City reserves the right to conduct pre-employment background checks on all applicants. Background checks may include verification of any information provided in an applicant's resume or application form.

Employment offers may be conditioned upon the receipt of a background check report that is acceptable to the City. All background checks are conducted in compliance with the Federal Fair Credit Reporting Act (FCRA) and applicable state and federal privacy and anti-discrimination laws. The City will conduct an individualized assessment of any findings, considering factors such as the nature and gravity of an offense, its relevance to the job, the time elapsed since the offense, and any evidence of rehabilitation or mitigating circumstances. Applicants will have the opportunity to provide an explanation or correct inaccuracies in their records before a final employment decision is made.

A criminal conviction does not automatically disqualify an applicant from employment. Additional background checks, such as a driving record or credit report, may be conducted for specific job categories where appropriate and job-related.

Background check results are strictly confidential and will only be reviewed by individuals directly involved in the hiring process. Depending on the results of the background check, the City may decide to extend, modify, revoke, or withhold an offer of employment.

Probationary Period.

All year-round employees hired to work 20 hours or more per week must complete a twelve (12) month probationary period upon initial employment or rehire with the City. During this time, employees are considered at-will and may be terminated at any time, with or without notice, for any reason except unlawful discrimination or harassment. Probationary employees do not have the expectation of continued employment provided to non-probationary employees.

Exceptions:

- **Seasonal, Casual, and Temporary Employees** remain at-will and may be terminated at any time, with or without cause.
- **Promoted or Transferred Employees** must serve a six (6) month probationary period in the new role.

Extended Probation:

The probationary period may begin upon hire or upon completion of required training or certifications. Department Heads may extend probation to allow time for certification completion or as part of disciplinary measures. Sworn Police and Emergency Communications Officers begin their twelve (12) month probationary period once they are formally released from their respective training programs (FTO/CTO).

Appeals for Probationary Employees:

Unlawful discrimination is the only basis for an appeal of dismissal during the probationary period. Employees may submit a written appeal to the Human Resources Department, which will

determine whether to conduct a hearing or act based on submitted materials in accordance with Chapter 8 of this Policy.

Employee Selection, Evaluation, and Testing.

All applicants must complete a standard application form or apply online. Applicants for City positions may be tested to determine their competence or abilities to perform certain tasks. All screenings are conducted in strict conformity with the federal Fair Credit Reporting Act, the Americans with Disabilities Act, and all applicable state and federal anti-discrimination, reporting, and privacy laws. All reports are kept as confidential as possible.

The City relies upon the accuracy of information in the employment application, resume, interview, and throughout employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

The Department Head and the Human Resource Department will coordinate the hiring process.

A. Medical Examinations.

For some positions, candidates might be required to undergo physical, psychological, or other medical examinations as a condition of employment. Such examinations are determined before recruitment begins and are only required after a conditional job offer has been made, ensuring that the criteria are job-related.

B. Interview Process.

The city conducts interviews to assess applicants' suitability. The scope of the questions during interviews should be consistent but may vary based on information from resumes or interview responses. The Human Resources Department is available to help in screening and interviewing candidates as needed.

C. Final Selection Decisions.

The hiring supervisor recommends candidates for selection or promotion to their Department Head, who confirms the job offer details with Human Resources. The successful candidate is then made an employment offer, informed of the start date, and scheduled for orientation. Employment terms outlined in the written offer, which are consistent with this policy, which may be altered at any time in the City's discretion unless governed by a written contract approved by the city council.

The City may extend a conditional employment offer to the successful candidate, contingent upon the completion of specific requirements such as background checks, drug testing, or other pre-employment screenings. The terms of the conditional offer will be clearly communicated to the candidate, and final employment will be confirmed only upon the successful completion of these requirements.

4. COMPENSATION AND SALARY

New Hires.

Regular full-time employees working 30-40 hours a week and regularly scheduled part-time employees may be hired at a wage that is either below or above the initial pay grade based on their experience or if they do not meet the job's minimum qualifications. The City may offer a higher starting wage than the minimum grade to attract highly qualified or experienced individuals. Such offers must be pre-approved by the Executive Compensation Committee. If there are deficiencies, such as lacking a Commercial Driver's License (CDL) or other required skills, the employment offer must document what is needed and the timeline to remedy these issues. Failure to meet these conditions may lead to termination or an extension of the probationary period.

All new full-time employees are subject to a **twelve-month probationary period**. Employees remain subject to at-will employment during this period, meaning either the City or the employee may end the employment relationship at any time, with or without cause, except in cases of unlawful discrimination or harassment. Police Department employees may have extended probationary periods due to longer training requirements.

At **six months**, employees will receive a formal performance evaluation. They will receive a 5% wage increase if they meet acceptable performance standards. However, they will remain in their probationary status until completing twelve months of continuous employment.

New hires must be hired on or before the midpoint of the fiscal year (May 1st) to be eligible for a merit increase in the next fiscal year's budget cycle (effective October 1). New hires hired after that date become eligible for a merit increase in the budget cycle that follows the next fiscal year. Employees are eligible for any cost-of-living adjustments (COLA) approved by the City Council, regardless of their hire date within the fiscal year.

Rehired Employees.

Employees rehired to their position with the City may have their previous service time considered for PTO accrual rates, ensuring continuity in their benefits. Please refer to the PTO policy in Chapter 6 for details on accrual levels, including eligibility for higher accrual rates when transitioning from seasonal to full-time status.

Returning full-time employees may be rehired at their former position, wage, and PTO accrual level at which they left if they are re-employed within 90 days. Returning seasonal employees may be eligible for annual increases, subject to budget availability. However, returning employees are not eligible for a wage increase upon completion of the probationary period unless they have taken a job at a promotional level.

Promotions.

The City prioritizes internal promotion, offering preferential consideration to internal candidates based on their experience, tenure, and capabilities relevant to the position. Veterans Preference is applied per the guidelines in Chapter 3, ensuring eligible veterans receive consideration as outlined in the policy. Supervisors interested in promoting an internal candidate must evaluate their current performance and obtain approval from both the Department Head and Human Resources Director before extending a promotional offer.

Employees who have not met performance standards or faced disciplinary actions within the past year are ineligible for promotion. However, minor violations or single writeups may still allow an employee to be considered for promotion under specific conditions. These conditions include:

1. **Nature of the Violation:** The violation must be minor in nature and not related to ethics, safety, or harassment. Examples of minor violations include tardiness, minor procedural errors, or isolated instances of non-compliance with administrative policies.
2. **Corrective Action:** Following the write-up, the employee must have demonstrated corrective action and improved behavior. This includes no repeat offenses and a commitment to adhering to City policies and standards.
3. **Performance Evaluation:** The employee must have consistently met or exceeded performance standards in other areas of their job. The supervisor must provide a detailed evaluation highlighting the employee's strengths and improvements since the writeup.
4. **Approval Process:** The consideration for promotion despite a minor violation must be reviewed and approved by both the Department Head and Human Resources Director, with documented justification for the exemption.

Employees promoted to a role that significantly alters their responsibilities will receive an increase of 5% from their current pay or the starting salary of the new grade, whichever is higher. In unusual circumstances, the City may offer a higher adjustment with approval from the Executive Compensation Committee, in situations where an employee is promoted multiple pay grades, or in other circumstances where 5% does not fairly compensate the employee relative to the new position. Those promoted to a higher grade are eligible for a 5% pay increase after a six-month evaluation period.

A. Recruitment and Temporary or Mid-Year Promotions.

The Department Head responsible for filling an open position may recommend promoting a current employee who meets the necessary skills, aptitudes, and attitude requirements for the vacancy without seeking external applicants. Alternatively, the Department Head may choose to post the vacancy internally on the City's intranet or via email within their department.

For absences expected to last thirty (30) working days or more, a Department Head can, with City Administrator approval, temporarily promote another employee to fill the role on an "acting-temporary" basis. The duration of this temporary status may be extended by the City Administrator or a designated representative if necessary. Once the absent employee returns or a new hire fills the permanent position, the temporarily promoted employee will revert to their original role and pay scale.

Newly Created Positions.

When considering the creation of new positions or modifying the duties of existing ones, a detailed job description must be prepared and graded by the Human Resources Director prior to any further action. Any revisions to existing positions that affect their grade level need to be approved by the Executive Compensation Committee. The final decision on presenting new positions to the Council involves collaboration between the City Administrator and Department Heads to ensure alignment with organizational needs and budgetary constraints.

Level Progression and Senior Positions.

This policy governs the creation, evaluation, budgeting, and use of level progression positions, including "senior" or similarly designated roles. Level progression positions are intended to provide structured advancement opportunities within the same job family by recognizing increased experience, skill, responsibility, and leadership expectations. This policy applies to the establishment of new level progressions, promotions into approved level progression positions, and the budgeting requirements associated with such promotions. It does not apply to promotions resulting from staff turnover, filling vacant positions, or the creation of entirely new positions unrelated to an established progression.

A. General Framework for Level Progression Positions.

Certain roles within the City are structured in multiple levels, such as Patrol Officer and Senior Patrol Officer, Park Worker and Senior Park Worker, and Water Operator and Senior Water Operator. Departments seeking to create a new level progression or add a higher-level position must develop distinct job descriptions for each level. These descriptions must clearly differentiate levels based on required skills, experience, certifications, scope of responsibility, leadership expectations, and job complexity. Positions with minimal differentiation will not be approved.

All proposed job descriptions must be submitted to Human Resources for evaluation and grading within the City's kinds and levels structure. Following grading, the proposed level progression will be reviewed by the Executive Compensation Committee, which will determine whether it satisfies the criteria outlined in this policy. Approval of a position establishes the classification only and does not, by itself, authorize the promotion into the position.

B. Criteria for Progression Between Levels.

City Employees can progress through level positions based on years of service, performance, and contributions in their current roles. At a minimum, the criteria within the job descriptions for each progression must include:

- Experience Requirements:
  - Progressive experience requirements for each level within a progression. Partial experience may be given for employment prior to employment with the City.
- Performance Standards:
  - No disciplinary actions more severe than a verbal warning within the last six months.
  - A recommendation from the employee's supervisor(s) and Department Head.
- Leadership and Mentorship:
  - Higher-level employees are expected to mentor and train less experienced colleagues and may act as leaders in their roles.
- Knowledge and Skills:
  - Higher-level progressions must demonstrate significantly more advanced levels of knowledge and skills pertaining to the job.
- Departmental Standards:
  - Level progression must align with specific standards set by the individual's department.

C. Establishment and Approval of Senior or Advanced Level Positions.

A Department Head seeking to establish a new senior or advanced-level position must first consult with Human Resources to explain the operational need and to receive assistance in developing the proposed job description. Human Resources will evaluate and grade the position and determine its placement within the City's adopted kinds and levels charts.

Once graded, Human Resources will facilitate submission of the proposed position to the Executive Compensation Committee. The Committee will review the position against the criteria in this policy to determine whether the position warrants separate classification. If approved, the position will be added to the adopted kinds and levels charts. Approval of the classification does not authorize immediate promotion of any employee into the position.

D. Budgeting for Level Progression and Senior Promotions.

After a senior or advanced-level position has been approved and added to the kinds and levels charts, departments are responsible for requesting budget authority for anticipated promotions into that position during the annual budget process. Each department must submit to the Finance Department the anticipated number of promotions and the estimated cost for the upcoming fiscal year.

The Finance Department will compile and present the total requested funding for level progression promotions as part of the proposed budget. Final approval of funding rests with the City Council. As a general rule, promotions into senior or advanced-level positions that were not requested and approved during the budget process will not be authorized until budget authority is approved in a subsequent fiscal year.

E. Promotion into Approved Level Progression Positions.

If the City Council approves funding for level progression promotions, the Department Head may initiate promotions into approved senior or advanced-level positions at any time during the fiscal year, provided the employee meets all requirements set forth in the applicable job description and personnel policies. Promotions are processed through a Personnel Action Request. Additional review or approval by the Executive Compensation Committee is not required once the position has been approved and funded.

If budget authority has not been approved, no promotions into senior or advanced level positions may occur, regardless of employee qualifications, until funding is authorized in a future fiscal year.

Merit and COLA Increases.

Any Merit and Cost of Living Adjustments (COLA) approved by the City Council take effect at the start of the fiscal year on October 1; however, employees will see these adjustments reflected on their paychecks beginning with the second pay period of the fiscal year.

Overall performance is dependent on any merit increase that may be available in a particular year but is not directly commensurate with a particular score. Meeting or exceeding overall performance may be defined as consistently meeting or exceeding agreed upon personal or division goals, providing excellent customer service internally and externally and working cooperatively and collaboratively with co-workers and other departments to achieve City and/or departmental goals.

Merit increases are determined and approved annually by City Council based on recommendations by the City Administration and Department Heads, utilizing data from budget approvals, market conditions, and the PERSI Index. If an employee reaches the maximum pay range for their position, their compensation (excluding special duty pay, license incentives, or COLA) is "frozen" until the pay range is adjusted or they move to a higher-grade position.

Employees hired between May 1st and September 30th are ineligible for that year's merit increase but will receive a COLA increase and any increases offered at the time of hire.

Seasonal employees are not eligible for merit increases but will receive a COLA increase if approved by City Council.

Scale Adjustments.

Scale adjustments for regular full-time (FT) and part-time (PT) employees may include Cost of Living Adjustments (COLAs) when scale ranges are modified. These adjustments are not tied to individual performance but are based on changes in living costs. Recommendations for such scale adjustments are made by the City Administrator and Department Heads. Any approved percentage increase in pay will be added to the employee's base salary and reported to PERSI. Adjustments will be applied to the rates for on-call pay and shift-differential pay. All increases depend on the availability of budget funds and must be approved by the City Council.

Wage Surveys and Compensation Comparisons.

To ensure competitive compensation within the demographic area, the Human Resources Department will conduct wage surveys or compensation comparisons as needed due to market fluctuations. If necessary, changes to the wage structure will be made following these surveys or comparisons and require Council approval.

Depending on the scope, the surveys or comparisons may be carried out by independent contractors or the Human Resources Department. Consistency is maintained by using the same agency markets unless significant demographic shifts render these comparisons unviable.

Employee Grade or Title Change.

Department Heads may submit a request to the Executive Compensation Committee for new positions, position grade analysis, or assistance in creating or changing job descriptions. If a position is not approved, consideration may be given in the next fiscal year.

Special Duty Pay.

Special Duty Pay is an additional, often temporary, compensation awarded for assignments that are either outside an employee's regular duties or involve increased hazards. This type of pay can also facilitate preferential hiring for roles requiring specific skills, which can be discontinued if the employee changes positions or loses the necessary credentials.

To ensure effective resource allocation and avoid overburdening employees, it is recommended that employees hold only one Special Duty Pay position at a time. Before assigning Special Duty Pay, supervisors should assess the employee's ability to continue meeting core functions. An annual review by the Department Head will determine if the employee should continue in the Special Duty Pay role. Supervisors or Department Heads will manage Special Duty Pay assignments.

Examples of Special Duty Pay include:

- **Temporary Assignment Promotions:** Assignments specialized units or roles such as the Detectives Unit or Field Training Officer, or taking on special training assignments.
- **Additional Duties:** Obtaining special certifications or licenses, such as Pesticides certification, teaching safety classes, or other approved qualifications.
- **Seasonal roles or Project Leadership:** Leading significant projects or taking on seasonal roles that require specialized skills or increased responsibilities.
- **Assignments Outside Normal Scope:** Exceptional duties such as SWAT team participation, K-9 duties, motorcycle unit, or Range Master. Non-police examples could include grant writing, developing or delivering specialized training programs, or assisting with a major software implementation project.

Special duty pay is coordinated between the Department Head and the Human Resources Director and requires final approval from the Executive Compensation Committee. This pay aims to ensure fair and equitable compensation across departments. It is subject to PERSI contributions but does not contribute to the base salary. The rate of compensation for Special Duty Pay is subject to annual adjustments approved by the City Council and will be discontinued once the special duties are no longer performed.

Shift Differential Policy for Hourly Non-exempt Employees.

Hourly nonexempt employees assigned to work on the second or third shifts will receive a shift premium to compensate for the inconvenience of working these hours.

Eligibility: Employees qualify for a shift differential if two-thirds of their working hours fall on the second or third shift. Regular day-shift employees who work overtime extending into these shifts are not eligible for the differential.

Premium: These premiums are adjusted annually subject to budget approval.

Shift Hours:

- **Shift No. 1 - Day Shift:** 7:30 A.M. to 4:00 P.M. or 8:00 A.M. to 4:30 P.M.
- **Shift No. 2 - Swing Shift:** 4:00 P.M. to 12:30 A.M. or 4:30 P.M. to 1:00 A.M.
- **Shift No. 3 - Graveyard Shift:** 11:00 P.M. to 7:30 A.M. or 11:30 P.M. to 8:00 A.M.

Shift schedules may vary based on departmental needs, and adjustments to the standard times are made as necessary to meet operational requirements.

License Incentive Plans for Water Distribution and Water Reclamation Divisions.

In Idaho, every public water and wastewater utility must employ both a primary and a backup operator-in-charge who are licensed at the utility's classification level. The Post Falls utilities require:

- Water Operations: Grade 3 Distribution
- Water Reclamation: Grade 4 Treatment and Grade 4 Collection

Operators are encouraged to obtain higher license levels through an hourly pay incentive, which is adjusted annually and added to the base pay rate. This is apart from any merit increases.

Conditions for Incentive Eligibility:

- Employees must meet the minimum licensure requirements of their job classification.
- The maximum number of license levels that are eligible for incentive pay are as follows:
    - Water Operations: Up to six (6).
    - Water Reclamation and Wastewater Laboratory: Up to eight (8) each.
- Wages can exceed the job classification's top range by 15%.
- Subject to available funds, wage increases for new licenses will begin in the first pay period after Human Resources confirms licensure and are retroactive to the certificate date.
- Employees must maintain their highest achieved license(s) and meet Idaho's renewal requirements.
- Employees must provide copies of current licenses to Human Resources.

Approved Idaho licenses for License Incentive Plan:

Water Operations Division:

- Operator Classifications (6 maximum):
    - Water Distribution I, II, III
    - Water Treatment I, II
    - Backflow Assembly Tester

Water Reclamation Division:

- Operator Classifications (8 maximum):
    - Wastewater Collection I, II, III, IV
    - Wastewater Treatment I, II, III, IV
- Laboratory Technician Classification (8 maximum):
    - Wastewater Laboratory Analyst I, II, III, IV
    - Wastewater Collection I, II
    - Wastewater Treatment I, II

Incentive Pay Policy.

The City of Post Falls offers a structured incentive pay policy designed to motivate potential employees or retain employees by providing monetary rewards under specific conditions. This policy is implemented in collaboration with the Executive Compensation Committee. All incentive payments are contingent on available funding within the city and department budgets and are supplemental to standard pay increases.

Procedure: Incentives may be calculated on an hourly or monthly basis, depending on the period of applicability. The maximum incentive cannot exceed 15% of the employee's annual pay or projected pay, ensuring the incentives remain proportional and justified by the employee's contributions and the city's financial capability. Sign-on, hardship, and innovation incentives are intended to be one-time payments addressing discrete recruitment and operational challenges or improvements. In contrast, retention incentives are typically structured as ongoing increases for the duration approved.

Eligibility: Employees eligible for incentive payments must:

- Have been employed full-time for at least six months.
- Maintain a satisfactory performance rating.

Note: All Incentives are provided at the discretion of the City of Post Falls. The city reserves the right to administer, modify, or terminate any incentive program at any time, with or without notice.

A. Sign-On Incentive.

To address recruitment challenges in critical areas, departments may offer sign-on incentives for positions that become difficult to fill. Eligibility for these incentives is confirmed by Human Resources based on recruitment difficulties and requires approval by the Executive Compensation Committee. The incentive is paid after six months of successful employment.

B. Retention Incentive.

To combat high turnover rates and retain talent in positions that are notoriously difficult to fill, departments may offer retention incentives. This provision explicitly targets roles where consistent vacancy poses operational challenges. Eligibility requires validation of the turnover issue by Human Resources, and positions identified as critically understaffed or hard-to-fill may warrant higher incentive considerations, subject to approval by the Executive Compensation Committee.

C. Hardship Incentive.

For employees who excel during prolonged difficult circumstances, such as operating understaffed or performing extensive duties outside their job description without special duty pay compensation. This incentive recognizes and compensates for exceptional effort under challenging conditions.

D. Annual Retention Incentive.

The City offers an annual retention incentive to eligible full-time, non-probationary employees to support everyday living expenses and promote employee retention, especially for those considering retirement. To qualify, employees must be non-probationary, having completed at least one full year of employment by September 30, as defined by this personnel policy.

Department Heads will determine the incentive amount based on available funding, which the City Council must approve during the budget process. This incentive may be distributed in one of the following ways, chosen by the eligible employee:

- **Cash Payment**: Subject to PERSI contributions and standard tax withholdings.
- **Retirement Contribution**: Tax-deferred contribution directly to the employee's 401(k) or 457 retirement plan.

5. WORK HOURS AND ATTENDANCE

Work Week and Hours of Work.

Generally, the standard workweek is forty hours. The regular workweek is the period beginning at 12:00 a.m. Saturday and ending at 12:00 a.m. on the following Saturday. The regular workweek for non-exempt employees is 40 hours with the exception of sworn law enforcement personnel. Employees approved for telecommuting arrangements should refer to the Telecommuting Policy in Chapter 7 for additional guidelines on work hours and expectations.

Meal Periods and Discretionary Rest Breaks.

The City seeks to abide by all current rules and guidelines of state and federal law regarding employee breaks and meal periods. Meal periods and rest breaks should be scheduled to avoid disruption to City business and must be communicated to the employee's supervisor.

Meal Period: Employees may take an unpaid meal break each day for up to one hour. They will not count this meal break as time worked. If a non-exempt employee must work through a meal period, then the employee will be paid for that period and should count that time as work time.

Rest Breaks as Circumstances Permit: As operations permit and not pursuant to any legal requirement, employees may receive up to a 15-minute paid rest break within every four hours of working time. These 15-minute rest periods are considered hours worked and should be counted by the employee as such. Rest periods are not to be used to extend a lunch period, to extend the workday or shift to earn overtime or compensatory pay, or to leave early. Rest period schedules and locations are discretionary and may be allowed by the supervisor, consistent with operational needs.

Time Records.

All non-exempt employees must complete accurate weekly time reports through the City's time tracking system, showing all time worked. Government regulations require these records, which are used to calculate regular and compensatory/overtime pay. Time tracking is based upon the electronic information logged in by the employee, approved by the Department Head, and submitted to payroll.

Employees should not work hours outside their scheduled workday unless the City has authorized the unscheduled work in advance. Employees should not start work early, finish work late, work during a meal break, or perform any other extra work unless they are authorized to do so, and that time is recorded on their timecard. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work an employee performs but fails to report on their time card. Any employee who does not report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

If employees have questions about deductions from their pay, they should contact payroll at once. If an employee believes their wages have been subject to any improper deductions or their pay does not accurately reflect all hours worked, they should report their concerns to payroll immediately.

Every report of a violation of this policy will be fully investigated, and corrective action will be taken, up to and including discharge of any employee who violates this policy.

In addition, the City will not allow any form of retaliation against individuals who report alleged

violations of this policy or who cooperate in the City's investigation of such reports. Retaliation is unacceptable. Any form of retaliation will result in disciplinary action, up to and including discharge.

A. Exempt Employee Time Tracking.

Exempt employees must record the number of days of Paid Time Off ("PTO") requested to be taken during the pay period in the ESS entry system. PTO is measured in half-day increments, and employees who are absent for more than 4 hours in a workday must record a half-day of PTO used. Flex time may be considered in lieu of PTO. Flex time refers to an exempt employee's working schedule with a flexible set of starting and ending hours, allowing the employee to work a minimum of 40 hours during the workweek without expending a half-day of PTO on a day in which the employee did not work at least eight hours.

Overtime and Compensatory Time.

When required due to the business's needs, employees may be asked to work beyond their standard 40-hour workweek. The Department Head or their designee must approve all compensatory/overtime work in advance. Employees working compensatory time or overtime without prior authorization are subject to discipline, up to and including termination.

The City prefers to grant compensatory time rather than overtime pay for extra hours worked beyond 40 in a week. Employees requested to work more than 40 hours in exchange for compensatory time may accept or decline the offer without any negative repercussions.

Non-exempt employees are generally expected to work overtime when compensated with overtime pay and may face discipline for refusing scheduled overtime.

Compensatory time or Overtime pay is based on actual hours worked. Thus, meal periods (with limited exception) or any leave of absence will not be considered hours worked for the purposes of overtime or compensatory time.

Hours **NOT** considered for Overtime/Compensatory Time Calculations:

- On-Call time
- Comp Time
- Lunch Breaks (unless employees are required to respond (e.g., Sworn and ECO staff).

Hours worked includes:

- Pre-approved Paid Time Off (PTO)
- Time engaged in actual work activities.
- When an employee is constrained from movement within the community or the course of everyday life away from work (Call-Out/Active Standby).

Employees may make up for PTO taken during the workweek with prior approval from the Department Head or supervisor.

Example: An employee normally scheduled Monday through Friday for eight (8) hours per day who takes four (4) hours of PTO on Monday and then makes up those four (4) hours between Tuesday and Friday with the Department Head's approval would be paid for forty (40) hours and receive no deduction from PTO.

If an employee is required to work additional hours by the Department Head or supervisor, the PTO hours will count as hours worked.

Example: An employee who typically works eight (8) hours a day for forty (40) hours per week. If they take eight (8) hours of PTO on Monday but work twelve (12) hours on Tuesday (as required by the Department Head) and then eight (8) hours each day from Wednesday to Friday, they would be paid for forty (40) regular hours (eight (8) hours of PTO plus thirty-two (32) hours worked) **and** four (4) additional overtime/comp time hours. The Department Head determines the choice between receiving overtime pay or the use of compensatory time off based on what is needed operationally.

Compensatory Time in Lieu of Compensation: Compensatory time means employees get paid time off instead of extra pay for working overtime. To the extent permitted under the FLSA, and unless the Department Head says otherwise, this is how overtime is usually compensated. Employees can turn down compensatory time off with no adverse effects. If they choose overtime pay, they must work the extra hours. Employees earn one and a half hours of compensatory time for every hour of overtime worked.

Non-exempt employees who leave their employment with the City, will be paid for the unused compensatory time off at the regular pay rate. Although compensatory time is accrued at a rate of one and a half hours for every hour of overtime worked, it will be paid out at the regular (straight-time) rate when the employee leaves the City.

A. Compensatory Time Limit for Non-Sworn, Non-Exempt Employees.

Regular non-exempt employees can accrue up to 120 hours of compensatory time. If they accumulate 120 hours, any extra hours they work will be paid as overtime. City departments can set lower limits on compensatory time if needed.

B. Compensatory Time Limit for Sworn Law Enforcement Employees.

The City sets the overtime calculation period for sworn law enforcement officers as any hours over 80 worked within 14 straight days, starting from midnight on Saturday and ending at 11:59 p.m. on the second Friday. This rule is for sworn law enforcement officers with arrest powers, as defined by Federal law. All work and overtime hours for employees eligible for overtime must be logged in the timekeeping system and managed in accordance with the law.

C. Exempt Employees.

Exempt employees do not get compensatory time or overtime pay. They are required to work whatever hours are necessary to fulfill their responsibilities and are paid a set salary, no matter how many hours they work.

On-Call Compensation.

First Response and Emergency Response employees may be designated "on call" to perform after-hours or weekend work. Employees designated by their supervisor as on-call will be compensated at the going on-call rate. The on-call designation must be recorded on the employee's time record and approved by the Department Head. Employees on vacation, sick, comp, FMLA, other types of leave, or workers' compensation are not eligible for on-call pay.

On-call employees are expected to report for work as directed within a pre-determined timeframe designated by their Department Head. While on call, employees are expected to remain **fit for duty**, which includes maintaining the ability to safely perform job functions, remaining within a reasonable distance to respond, and refraining from impairing substances, such as alcohol or drugs.

After reporting to work premises or a designated place where work is to be performed, employees' work status will change from "on-call" to "active standby," at which point they will be compensated for actual hours worked, including applicable overtime or compensatory time in accordance with City policy and the Fair Labor Standards Act (FLSA).

Standby.

Non-exempt employees who are called back for duty once they have left will be paid for at least two hours, even if the work lasts less than that. This does not include de minimis callbacks, such as brief consultations that can be resolved quickly. If they must work more than two hours on standby, this time will be treated as hours worked.

For certain tasks which can be accomplished remotely, including SCADA system adjustments and reviews of locate requests, the timeframe for standby work may vary, and all remote work time must be fully accounted for on the timesheet. If any remote standby work is performed outside standard hours, employees must ensure that it aligns with remote work policies and is accurately reflected on their timesheets.

Any work over 40 hours a week is paid 1.5 times their usual rate. Police officers working court duty outside their regular hours get at least two hours of pay or payment for their actual time in court, whichever is greater.

If an employee is requested to start work early or stay late, this is not considered a call-back, and they will receive their regular pay for those extra hours, counted within their total hours for the week.

Deductions for Pay – Safe Harbor.

The City ensures that the salaries of exempt employees are not reduced incorrectly. If employees are worried about incorrect payroll deductions or inaccuracies in their pay or hours on their paystub, they should immediately discuss these issues with their supervisor and contact the payroll for assistance.

Permitted deductions: The FLSA limits the types of deductions that may be made from an exempt employee's pay. Deductions that are allowed include:

- Deductions required by law, such as income taxes;
- Deductions for employee benefits authorized by the employee;
- Deductions for full-day absences due to illness or disability if under a legitimate plan, policy, or practice;
- Deductions for full-day absences for personal reasons not related to illness or disability;
- Deductions for any amounts received as witness or jury fees, or military pay; or
- Deductions for unpaid disciplinary suspensions lasting at least one full day, related to breaking workplace conduct rules.

During the week an exempt employee begins work for the City, or during the last week of employment, the employee will only be paid for actual hours worked.

Improper deductions: If an exempt employee believes their pay has been wrongly reduced, they should report this to the payroll right away. The City will promptly investigate the matter. If it is found that an improper deduction was made, the employee will be reimbursed for the improper deduction. Retaliation based on any such report is strictly prohibited.

Paychecks.

The City pays its employees every two weeks, starting on a Saturday (at 12:00 a.m.) and ending on a Saturday (at 12:00 a.m.). Payday usually occurs on the Thursday of the following week, and employees with direct deposit will receive their payment after 12:01 a.m. on that day. Sometimes, there may be computer issues that could delay payments, but the Finance Department will do their best to resolve them as soon as possible. Paychecks and direct deposit confirmations will be available for pickup by 5:00 p.m. on payday. Employees will receive payment on the preceding workday if a payday falls on a federal holiday.

The City encourages all employees to use direct deposit to ensure timely payment. Employees who prefer to receive a paper paycheck must request this in writing. Paychecks will only be released to the employee unless there is written authorization to do otherwise. Paychecks may also be mailed to the employee's listed address.

Upon separation, employees will receive any accrued wages, less deductions, according to local, state, and federal laws.

Reporting Time Record Violations: The City takes all reports of time record violations seriously and will thoroughly investigate each one. If a violation is confirmed, corrective actions, including possible termination, will be taken.

The City prohibits any retaliation against those who report violations or participate in investigations. Any retaliation will also lead to disciplinary action, up to and including termination. To report violations or retaliation, follow the complaint procedures outlined in the City's Policy Against Harassment, Discrimination, and Retaliation.

Employee Benefits.

A. PERSI Retirement Contributions.

Generally, regular employees working over 20 hours per week or more over five months must contribute to the Public Employees Retirement System of Idaho (PERSI).

B. Health Insurance.

The City offers regular employees and their families group medical and dental insurance. Part-time employees working more than 20 hours per week may qualify for pro-rated insurance premiums. Eligibility and terms are governed by the City's agreements with insurance providers.

C. COBRA – Insurance Continuation.

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees and their families who lose coverage may be able to temporarily extend coverage. COBRA coverage is elective and governed by the terms at the time of employment separation.

Benefit Prorating Policy for Part-Time Employees.

Part-time employees who consistently work more than 20 hours per week are eligible for prorated benefits, including Paid Time Off (PTO) and health insurance.

Calculation of Prorated Benefits:

- **Initial Calculation:** Upon hire, part-time employees' benefits are prorated based on their estimated weekly hours as a percentage of a 40-hour full-time schedule. For instance, an employee working 25 hours per week would be eligible for 62.5% of the benefits provided to full-time employees.
- **Annual Recalculation:** The proration percentage will be reviewed and adjusted, if necessary, on the employee's annual work anniversary, based on the average actual hours worked over the preceding year, including PTO but excluding overtime.

Communication of Changes: Employees will be notified of any changes to their prorated benefits following annual recalculations.

Travel Policy.

The City's travel policy is designed to manage travel expenses effectively and efficiently, ensuring accountability and minimal administrative burden. This policy sets guidelines and limits to promote cost-conscious decisions while conducting official City business, ensuring that all travel costs and related expenses are authorized, necessary, and incurred in the most economical manner possible.

A. Conduct Policy and Business Travel.

Before embarking on City-related travel, employees and officials must review the Standards of Conduct Policy to avoid conflicts of interest or personal gain. During business travel, accepting meals, beverages, and non-significant gift items at conferences from professional organizations is permitted, provided it aligns with the Conflict of Interest Policy and such items are equally available to other attendees.

B. Purchasing Decisions.

The City mandates that travel-related purchasing decisions should aim to minimize costs. Any savings from travel discounts revert to the City, but travel awards earned by employees from bookings may be retained by them.

C. Costs in Excess of Cost-Effective and Efficient Mode.

Travel costs should reflect the most cost-effective and efficient mode available. If an alternate mode of travel is chosen for personal reasons, reimbursement will only cover the equivalent cost of the most efficient mode. Costs incurred from excess travel time due to personal travel decisions are not reimbursable.

D. Travel Expenses.

- **Allowable Travel Expenses:**
  - Registration.
  - Training.
  - Travel.
  - Meal(s).
- **Non-Reimbursable Travel Expenses**:
  - Additional meal or beverage charges or alcohol purchases.
  - Cost of a "substitute" meal when the conference price includes a standard meal for attendees.
  - Traffic or parking tickets or fines.
  - Travelers or baggage insurance or supplemental car insurance for rental cars.
  - Hotel in-room entertainment, added refrigerators, laundry or dry cleaning, passport charges, personal calls, computer games, or internet access for personal use.
  - Personal grooming, fitness, or therapeutic services such as salons or health clubs.
  - Cost of replacing personal items needed for the trip but left at home.
  - Loss or theft of personal cash or property.
  - Costs incurred for home-related expenses during travel (babysitting, snow shoveling, etc.).
  - Expenses related to side trips not related to the business purpose of the trip.
  - Annual fees, interest, or delinquent payment charges on an employee's personal credit card, even if used for trip expenses.
  - Expenses of any travel companions who are not City employees.

E. Travel Authorization and Booking Procedures.

An employee must receive permission for proposed travel from their Department Head prior to reserving travel and should observe the following procedures:

- Submit a Travel Authorization Form (located on the City's intranet) to your Department Head two (2) weeks prior to travel or as soon as practicable in the event of unexpected and required travel. Travel Authorization Forms may be found on the City's intranet. A copy of this form must be included with all necessary documentation and receipts after the travel is completed.

- Once travel has been approved, book travel arrangements such as conference registration, transportation, lodging, etc., and submit all itinerary receipts to Payroll.

F. Prepayments and Reimbursement Requirements.

The City allows prepayment of travel costs such as airfare and hotel accommodations directly to vendors so long as there is appropriate documentation of the amounts payable and the payees. An expense incurred by a City employee or elected or appointed official during a City business trip will be reimbursed if all of the following requirements are met:

- The City travel policy and procedures are followed; and
- The item is a reasonable and necessary expense related to the performance of official work-related activities while traveling on City business; and
- The traveler provides adequate documentation of the expense and obtains the approval of an authorized signatory on the Travel Expense Report; and
- The traveler has not and will not receive reimbursement for the claimed expense from any other source.

All authorized travel expenses that were not prepaid by the City, directly paid as a meal advance, or booked by using a City credit card will become part of reimbursable expenses upon submission of the necessary receipts to Payroll.

G. Credit Card Program.

A program has been established that allows for credit card booking of various travel costs. Please check with the Finance Department on the program procedures for your department.

H. Meals and Incidental Expenses (M&IE).

Employees should follow the State-established per diem rates for expenses outside business conferences. For metropolitan areas, per diem rates may be adjusted as appropriate. Per Diem Rates are determined by the GSA Schedule and are accessible via the GSA's Per Diem Rates webpage. Employees are encouraged to check current rates before travel.

Per Diem expenses include but are not limited to:

- Meals
- Tips or gratuities
- Beverages (alcoholic drinks may not be purchased on a City card and will not be considered reimbursable)

The full per diem rate is allowed for each day that contains an overnight stay. The first and last day of travel is calculated at 75% of the total per diem. The per diem may be adjusted for each day that conference or equivalent meals are provided as part of the conference or training.

All expenses require a receipt for accounting purposes or reimbursement. After travel has been completed, submit all necessary receipts to Payroll within ten (10) working days of the travel return date. Employees should ensure that personal expenses are not allocated to a City credit card. For

example, if an employee brings a spouse to a meal, the employee should pay for the additional meal separately and not submit a charge to a City credit card.

The per diem allowance is separate from transportation expenses, lodging expenses, and other miscellaneous expenses. The per diem allowance covers charges, including any service charges where applicable for meals, including expenses for breakfast, lunch, dinner, and related tips and taxes. If actual expenses exceed the applicable per diem rate, the excess amount is the traveler's personal expense. However, the M&IE rates shall be reduced to comply with the federal government schedules when meals are furnished to travelers as part of conference fees paid by the city.

I. Lodging and Miscellaneous Expenses.

The City should refer to the Federal GSA Schedule as a guideline to determine the most reasonable lodging reimbursement rates for a given locality outside the State of Idaho and compare to the recommended State Per Diem Rates. The accommodations must consider factors such as travel purpose, location, cost, safety, and convenience. The employee should strive to stay within the IRS hotel rate for the appropriate city or stay at the participating conference hotels. If a non-employee shares a room, the employee is allowed only the single room rate, if applicable. Employees should request local government rates, promotional rates, Internet rates, or other discounts in order to obtain the lowest hotel rates. The Travel Authorization Form should also note if the employee is requesting to stay beyond the business requirement. If there is an impact on the City-related travel, the employee shall be personally responsible for the additional cost.

Documentation: An itemized bill from the vendor must be submitted. If the bill shows an outstanding/unpaid amount and the traveler claims that the bill has been paid, proof of payment documentation must be submitted. Proof of any required approvals must be provided.

J. Transportation.

Travelers should choose the method of transportation that provides the most reasonable total cost. Transportation costs include taxis (origin and destination), transportation to and from the destination (mileage, air, train, rental car), and local transportation (taxi, rental car, parking, etc.). The Department Head may waive the lowest cost choice restriction for employee safety reasons. The City pays the cost of the traveler's approved ground transportation to and from the main travel destination. This includes air, train, mileage, and rental car. Side trips not related to the trip purpose will not be reimbursed. The traveler is encouraged to use a City vehicle in lieu of a personal vehicle whenever vehicular travel is the most effective option and when pre-approved by the Department Head. If the employee chooses to travel at the high-cost choice because of preference and not because of safety reasons, the employee's costs will be covered at the lowest-cost choice, and the employee will be responsible for covering the difference between the lowest-cost choice and highest-cost choice. Documentation will be required to show both costs, and the Department Head must approve such documentation.

- **Personal Car:** Use of a personal car for overnight or out-of-City (in excess of 50 miles during the conference period if in-state) travel must be pre-approved by the Department Head or City Administrator. Reimbursement is based on distance from the normal worksite or from home, whichever is closer. The City uses the IRS mileage rate to calculate reimbursements to employees who use their personal car for such business travel. Payment of this mileage rate is considered full payment for all costs of the private vehicle's

operation, such as depreciation, financing costs, maintenance, repairs, gasoline, oil, insurance, taxes, and vehicle registration fees.

Documentation: Information must be provided from a recognized website, such as Google Maps, that details the number of miles from the starting point to the final destination.

- **Ground Transportation in the Trip Destination Area:** Costs of ground transportation within the trip destination area between the business site, airport, and hotel (whether by personal car, rental car, shuttle, light rail, subway, City vehicle, taxi, or bus) are reimbursable expenses.

  Documentation: Vendor receipts with payment documentation, if not shown on the receipt, must be submitted, except for personal car or public transit use which is addressed in Personal Car.

- **Rental Car:** Departments may require pre-approval. Budget, compact, and economy-level cars are generally recommended, but availability and cost-effectiveness must be the primary considerations.

  Documentation: An itemized receipt from the rental agency

College/University Education Assistance Program.

The City offers educational cost reimbursement for approved courses relevant to an employee's current or potential future position. Full-time, benefits-eligible employees who have completed at least one year of service can apply, provided they get approval 30 days before the course starts. Continuation of eligibility requires active employment and satisfactory job performance.

Please refer to the separate adopted policy on the College/University Education Assistance Program for detailed information, including reimbursement amounts, limits, coverage, credit hour policies, reimbursement conditions, repayment requirements, and course approval procedures.

Holidays.

The following are City-recognized holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Christmas	December 25th

When a holiday falls on a Saturday, it is observed the previous Friday. When a holiday falls on a Sunday, it is observed the following Monday. The Mayor and City Council may declare additional holidays.

Employees on vacation or other approved leave during a holiday will receive holiday pay, subject to the limitations outlined below. This covers both paid and unpaid portions of Family and Medical Leave. However, employees on disciplinary suspension without pay, or on leave without pay, do not qualify for holiday pay.

Amount of Holiday Pay for Non-Exempt Employees:

- **Regular Full-Time Employees:** Paid for eight hours at their regular rate for each city-recognized holiday. The Employee will code "Holiday Not Worked" pay.
- **Regular Part-Time Employees (20+ hours/week):** Paid holiday pay on a proportionate basis. For example, a 20-hour employee receives 50% of the full-time holiday pay, equivalent to 4 hours. The Employee will code the pro-rated "Holiday" pay.

Calculation of Holiday Pay for Non-Exempt Employees:

- **Did Not Work on Holiday:** If an employee did not work on an actual or observed holiday, they still must code their holiday hours, generally entered for the day City Hall is closed.
- **Worked on Actual Holiday:** Employees who work on the actual holiday are compensated at 1.5 times their regular hourly rate for all hours worked that day, regardless of the total number of hours worked during the week. If an employee worked on the actual holiday, they must code, separate from the "Holiday Not Worked" pay, all hours worked, including any callouts (with a minimum of 2 hours), as either "Comp Earned" or "Overtime." A comment of "For working holiday" must be included. These hours count toward weekly overtime calculations.

- For example, if an employee works 8 hours on an actual holiday and has 34 hours on other days (including the "Holiday Not Worked" hours), they have a total of 42 hours for the week. The 8 hours on the actual holiday pay are paid at an overtime rate, and because the weekly total exceeds 40 hours, the additional 2 hours are also eligible for overtime pay.

- **Majority Hours on Actual Holiday for Shift Workers:** For shift workers, if the majority of their hours in a shift fall on an actual holiday, all hours worked on that shift are paid at the overtime rate. The employee must code all hours worked, including any callouts (with a minimum of 2 hours), as either "Comp Earned" or "Overtime." A comment of "For working holiday" must be included.
- **Worked on Observed Holiday:** If an employee worked on an observed holiday (not the actual holiday) they should code their time as usual. Overtime or compensatory time is only accrued if the total hours worked, including the coded "holiday" hours, exceed 40 hours within the week.
    - The "Holiday" hours count toward the 40-hour threshold for overtime calculation. For instance, the employee is credited with 8 hours for the holiday and works 35 hours the same week, the total comes to 43 hours. The 3 hours over 40 would typically be eligible for overtime pay.
- **Alternative Days Off as Holiday:** If the department schedules an alternative day off as their holiday instead of the actual or observed holiday the employee will move the "Holiday" pay entry to the alternative day scheduled off.

Exempt Employees Holiday Pay.

Employees who are classified as exempt will receive their regular salary during the pay period that includes a holiday, without deduction for the holiday.

Paid Time Off.

Purpose: This policy is designed to consolidate sick leave and vacation into a single Paid Time-Off ("PTO") account for eligible employees, enhancing flexibility for balancing work and personal life.

PTO allows employees to take paid time off for rest, relaxation, personal emergencies, or illness, upon supervisor approval. Requests for PTO must be submitted in advance according to the specified notice requirements, and approval is at the City's discretion.

Eligibility: Regular full-time and part-time employees working at least 20 hours weekly are eligible to accrue PTO. The amount of PTO accrued is pro-rated based on the number of hours they work regularly. Seasonal employees or those working fewer than 20 hours per week, as well as short-term employees working full-time for 5-8 months, do not accrue PTO.

Credit for Seasonal Employment: As approved by the Executive Compensation Committee, seasonal employees who transition to full-time roles may receive partial credit for their seasonal service time. This credit may apply to their years of service calculation for PTO accrual rates, allowing them to move to the next accrual tier sooner than new hires without prior City experience. Eligibility for seasonal service credit is based on the duration and continuity of prior seasonal work, with final determinations made on a case-by-case basis.

Rehired Employees: Employees who are rehired to their position with the City may have their previous service time considered for PTO accrual rates, ensuring continuity in their benefits.

Scheduled Absences: Employees should follow the notification procedures for taking PTO. For 1-4 days of PTO, a 10-working-day notice is required. For 5 or more days, a 30-working-day notice is needed, unless it's an emergency.

Unscheduled Absences: PTO can also cover unscheduled absences is they are unavoidable. However, absences should not result from neglect or dishonesty. Supervisors will assess each situation and determine if the use of PTO is justified.

Annual Usage Encouragement: Employees are encouraged to take at least 40 consecutive hours of PTO annually. Departments may require employees to take a minimum amount of nonconsecutive hours annually. Failure to meet this minimum may lead to mandatory adjustments to their schedule. This requirement does not apply to new employees in their first year.

PTO at Employment End: PTO cannot be used to delay an employee's separation or retirement date. Upon leaving the City, all unused PTO is paid out in the final paycheck, along with any accrued compensatory time.

Misuse and Disciplinary Actions: Excessive, unexcused, or unscheduled absences, or misuse of the PTO program, can lead to disciplinary measures, including potential termination. Supervisors are responsible for evaluating the impact of unscheduled absences and deciding on the appropriate action based on the circumstances.

Accrual Rates for PTO.

Accrual rates to an employee's PTO account are based on service time and will begin to accrue during the first two-week pay period during which a new employee works at least 70% of the initial pay period at the following rates:

PTO Leave Accrual Rates (based on full-time 40 hours per week)

Years of Service	Hours per Pay Period	Hours per Year	Maximum Accrual Limit
0-3 years	6.23	162 (4 weeks)	180
3-5 years	7.77	202 (5 weeks)	226
5-10 years	8.73	227 (5.7 weeks)	256
10 + years	10.23	266 (6.7 weeks)	310

PTO Buy Down Option: Employees have the opportunity to "buy down" up to 40 hours of their accrued PTO at their current pay rate in the second pay period in December under these conditions:

- **Eligibility:** Must have been employed with the City for at least one year and have a minimum balance of 120 hours of PTO on November 30th.
- **Approval:** Requires a supervisor's approval, based on a review of the employee's attendance record over the past year. Usage of approved Family Medical Leave should not negatively impact this attendance evaluation.

- **Procedure:** Employees need to submit their buy-down request to payroll by November 30th, and the reduction in PTO hours will be reflected in the second December paycheck.

Tax and Retirement Plan Impact: The buy-down is subject to applicable taxes and may affect contributions to PERSI Base Plans and percentage-based payments to 401K and 457 retirement accounts.

Payment: The cashed-out PTO will be included in the regular payroll. No separate checks will be issued.

Overtime Calculation: The paid-out PTO hours will not count towards overtime calculations and are not eligible for overtime rates.

Cap/Maximum Accrual: PTO accrual and carryover maximums are capped at the numbers set forth in Table 2. If the cap is exceeded, the excess PTO hours will be rolled into the employee's Catastrophic Account (CAT) at the end of each pay period. If the maximum CAT accrual is achieved, accrual ceases until the PTO benefit is used.

Catastrophic Account (CAT).

The Catastrophic Account is a leave account used to address long-term medical needs for an employee's personal illness or that of an eligible family member. CAT is reserved for leave absences and may be used once Comp Time has been exhausted and 40 hours of PTO has been used.

Eligibility for CAT Usage:

Using CAT hours.

- Employees are encouraged to provide at least 30 days notice before using CAT hours whenever possible.
- The City may approve the use of CAT hours for personal illness to help avoid a leave-without-pay scenario, even if the standard criteria are not met. This may include instances where employees are not eligible for Family Medical Leave or when new employees have not yet accrued sufficient PTO.

CAT Hour Limitations and Procedures:

- CAT hours are not considered hours worked when calculating overtime and cannot be used to extend the normal workweek hours.
- Employees facing an FMLA-qualifying situation requiring an absence of more than three working days, or 24 hours per condition, must inform their supervisor and Human Resources.

Accumulation of CAT Hours:

- The maximum CAT accrual is 960 hours.
- Upon hire, each employee's CAT account starts with an initial 24-hour contribution from the City.
- Employees can increase their CAT balance by transferring hours from their PTO upon reaching PTO cap limits or through voluntary quarterly transfers.

Conversion from PTO to CAT:

- Employees may choose to automatically roll a portion of their PTO into their CAT account each quarter. These transferred hours receive no City matching and are irreversible once moved from the PTO account.
- To initiate this transfer, employees must complete the "PTO to CAT Conversion Form" available on the HR Forms page of the intranet.

Family and Medical Leave.

This policy outlines employee rights under the Family and Medical Leave Act (FMLA), providing essential information about entitlements to unpaid, job-protected leave over a 12-month period. It focuses on ensuring employees understand the basic benefits and protections of the FMLA, with legal compliance taking precedence in case of any discrepancies between this policy and the law. Employees with questions or concerns about FMLA rights are encouraged to contact the Human Resources Department for guidance. It is important to note that failure to adhere to these guidelines may lead to delays or denials in FMLA-protected leave.

Eligibility.

An employee must have worked for the City for at least twelve months and accumulated at least 1,250 service hours in the 12-month period prior to the start of their FMLA leave.

Reasons for Leave.

Eligible employees may take FMLA leave for several qualifying events, including the birth or adoption of a child, to bond with a new child, to care for a seriously ill family member (spouse, child, or parent), or when the employee themselves has a serious health condition that prevents them from performing their job duties. Additionally, FMLA leave can be used when dealing with exigencies related to a family member's active military duty, or to care for a seriously injured or ill military servicemember who is a family member.

A serious health condition is defined as an illness, injury, impairment, or a physical or mental condition that requires either inpatient care or ongoing medical treatment by a healthcare provider.

The City may request a medical certification to support the need for FMLA leave. Employees are required to provide this certification within 15 days of the request if it is feasible, and before the start of their FMLA leave. Failure to provide the requested certification can result in the leave not being protected under FMLA.

Amount of Leave.

The City uses a “rolling” 12-month period, measured backward from the date an employee takes any FMLA leave, to determine leave entitlement. Eligible employees are entitled to up to 12 work weeks of unpaid leave within this period for various qualifying reasons, including the birth or adoption of a child. However, leave for the birth or adoption must be completed within 12 months of the child's arrival.

For FMLA military caregiver leave, an eligible employee may take up to 26 work weeks of leave in a single 12-month period. If an employee takes other types of FMLA leave within the same period, the total combined leave is capped at 26 weeks.

Spouses working for the City share a combined total of 12 work weeks of leave for the birth or adoption of a child. If the leave is due to a serious health condition of one spouse, the other spouse, or a child, then each spouse may individually take up to 12 weeks of leave.

Intermittent Leave or a Reduced Work Schedule.

FMLA leave can be taken as a single continuous block, intermittently, or as a reduced schedule that shortens the workweek or workday. Regardless of the leave type, it cannot exceed 12 work weeks in a rolling 12-month period, or 26 weeks for caring for an injured service member.

For leaves involving intermittent or reduced schedules due to planned medical treatments or family care, the City may place the employee in an alternative position with equivalent pay and benefits if it better suits the schedule. If the leave is for the birth, adoption, or foster care of a child, both the City and the employee must agree on the leave arrangement beforehand.

Employees planning medical treatments must schedule them to minimize disruption to the City's operations.

Employee Notice Requirement.

Employees requesting FMLA leave must notify the Human Resources Department verbally or in writing. For foreseeable leave, a 30-day notice is required. If the leave is unforeseen and discovered with less than 30 days' notice, employees should inform HR immediately, either the same day or the next business day. In cases of sudden leave, employees are expected to provide notice as soon as possible under the circumstances.

Employee Status and Benefits During Leave.

During FMLA leave, the City will maintain an employee's health benefits, including dental and eye care, under the same terms as if the employee had continued to work. For employees on paid leave, the City will deduct their share of insurance premiums from their payroll. Those on unpaid leave must arrange with the Human Resources Department to pay their share of premiums. If these payments are over 30 days late, the employee's health coverage may be discontinued, with a 15-day prior notice given.

If an employee decides not to return to work after FMLA leave for reasons other than a serious health condition or other circumstances beyond their control, they must reimburse the City for the cost of the health insurance premiums paid during their leave. Additionally, the time spent on FMLA leave does not count towards accruing other employment benefits like vacation or holidays.

Employee Status After Leave.

An employee returning from FMLA leave due to their own serious health condition may be required to provide a fitness for duty clearance from a healthcare provider. Typically, employees who take FMLA leave are entitled to return to their original job or an equivalent position with the same pay, benefits, and working conditions. This ensures continuity in employment status and terms post-leave.

Use of Paid and Unpaid Leave.

Employees must use all accrued compensatory time, paid time off, and Catastrophic Account (CAT) time before they can take unpaid FMLA leave. This applies regardless of the FMLA leave type, including personal or family health conditions, birth, adoption, foster care, or military-related leave. Additionally, any disability or workers' compensation leave will count concurrently as FMLA leave.

Intent to Return to Work from FMLA Leave.

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to periodically update their direct supervisor about their status and intent to return to work.

Military Leave.

The City honors the military commitments of its employees by providing leaves in line with federal and state laws. Employees required to undertake uniformed service should inform Human Resources immediately or have a family member do so if they cannot. Upon return from military service, employees will resume their roles with the same seniority, pay, and benefits as if they had remained employed continuously. Employees must return to work within the specified timeframe after military service to avoid being considered as having voluntarily terminated their employment.

Employees on military leave are protected under USERRA and Idaho Code § 65-508, ensuring they cannot be discharged without cause for one year after returning. During this time, they are entitled to a hearing before any potential termination and are considered to have been on unpaid leave, retaining all employment rights for up to five years of military service.

Administrative Leave.

Purpose.

A Department Head may grant Administrative Leave in situations requiring temporary relief from duties due to organizational, investigatory, safety, or other administrative purposes. This leave is not intended as a disciplinary measure, but rather a tool to ensure the effective operation of City services.

Authorization and Duration.

Department Heads are authorized to place an employee on administrative leave, with or without pay, based on the department's needs and the circumstances of the case. All administrative leave shall be documented in writing, and the Department Head must notify City Administration, Human Resources, and the Legal Department of the leave decision within 24 hours.

Administrative leave may be granted for up to sixty (60) calendar days. If paid administrative leave is to extend beyond sixty (60) calendar days, it must be reviewed by the Executive Compensation Committee for continued approval. Extensions beyond sixty (60) days will be considered only with written justification and supporting documentation.

Access Restrictions During Leave

Employees placed on administrative leave may have their access to City facilities, systems, and resources restricted. This may include, but is not limited to, suspending building access, network access, email accounts, and the use of City-issued devices or technology. The scope of access restrictions will be determined by the Department Head in consultation with Administration, Human Resources, and Information Technology, based on operational, safety, and security needs.

Paid vs. Unpaid Leave.

Administrative leave may be either:

- **Paid Administrative Leave:** The employee receives their regular base compensation and continues to accrue benefits.

- **Unpaid Administrative Leave:** The employee does not receive compensation, and benefit accruals may be paused unless otherwise determined by the City.

The determination of whether the leave is paid or unpaid rests with the Department Head, in consultation with Administration and Human Resources, and should be based on the circumstances prompting the leave, legal considerations, and operational needs.

Return to Duty.

Employees placed on administrative leave may be required to meet specific conditions before their return, such as obtaining medical clearance, participating in an investigation, or fulfilling other compliance requirements as determined by the Department Head. The City reserves the right to reassign duties or adjust work schedules upon an employee's return from administrative leave.

Non-Retaliation.

Administrative leave is a neutral action and does not imply wrongdoing. Employees placed on administrative leave shall not be retaliated against for any protected activity or conduct that resulted in such leave.

Bereavement Leave.

Full-time and part-time employees working over 20 hours per week are eligible for up to 24 hours of paid bereavement leave per fiscal year, prorated for part-time staff. This leave applies to the death of immediate family members[2].

The leave is approved by the immediate supervisor, who also has the discretion to deny it under exceptional circumstances. If more time off is needed, employees can use vacation time, with the additional leave being deducted from compensatory time first, then from PTO.

If an employee learns of a family death while at work, they will be paid for the rest of the day. Bereavement leave does not affect the employee's other leave balances nor is it counted for overtime calculations. Upon returning to work, proof of the family member's death and the funeral date may be required by the Department Head, especially if additional bereavement leave is taken.

Exhaustion of Paid Leave Prior to Leave Without Pay.

Employees must exhaust all available accrued paid leave before being placed on Leave Without Pay (LWOP), unless otherwise required by law or approved in writing by the Department Head.

Accrued paid leave includes paid time off (PTO), compensatory time, bereavement, or catastrophic leave.

Jury Duty.

The City supports employees' civic duty to serve as jurors and may provide regular pay during jury service, though state law does not require paid leave for this purpose. Generally, the City will provide paid leave for short-term jury service (e.g., a few days). However, paid leave may be limited beyond a reasonable period for extended trials that significantly disrupt department operations. In such cases, employees may use accrued paid time off (PTO) or take unpaid leave for the remainder of their jury service.

[2] Immediate family members are defined as the employee's or their spouse's or long-term companion's siblings, children, parents, legal guardians, grandchildren, and grandparents.

Approval for paid jury leave will be determined by the Human Resources Director in consultation with the Department Head, considering factors such as the anticipated length of jury service, staffing levels, and the essential nature of the employee's role. Both the City and the employee may request an exemption from jury duty if an absence would create serious operational difficulties.

Employees must promptly submit their jury summons to their supervisor to allow for scheduling adjustments. On days they are not required in court, employees must report to work as usual. Department Heads will coordinate work schedules for employees with shift requirements.

Time spent serving on jury duty is not considered hours worked for overtime or compensatory time calculations. Employees must clearly mark jury duty on their timecards and provide their supervisor with a copy of the jury summons. Exempt employees will receive their full salary for jury duty absences in compliance with FLSA requirements. Employees may retain any payment received for jury service without deductions from their City pay.

Court Appearance as a Witness.

Work-Related Court Duty: Employees required to appear in court due to their role with the City will receive their regular rate of pay. They should promptly submit their summons to their Department Head to ensure proper staffing arrangements. If court duty ends before their usual workday is over, employees are expected to return to work.

Non-Work-Related Witness: If an employee is Employees subpoenaed as witnesses for non-work-related cases must use accrued PTO, compensatory time, or take unpaid leave. They are allowed to retain any witness fees received. In cases where the nature of the court duty (work-related or not) is unclear, employees must provide documentation to their Department Head, who will determine the appropriate classification.

Time Off for Voting.

The City acknowledges the importance of voting as a civic duty and expects that employees will have ample time to vote outside of working hours. However, if an employee anticipates that they will not have enough time to vote due to their work schedule, they are encouraged to speak with their Department Head to arrange necessary scheduling adjustments.

Religious Observances.

Employees needing time off for religious observances not covered by the City's holiday schedule should discuss their needs with the Human Resources Department. The City is committed to reasonably accommodating such requests for religious practices.

Workers' Compensation.

Injury Reporting and Certification: Employees who have been injured on the job are responsible to immediately contact their supervisor or person in charge. The employee and/or their supervisor should complete the First Report of Injury or Illness ("FROI") form. If the injury causes the employee to be unable to work, the employee must supply a health care provider's notice indicating the physical limitations. The City may attempt to modify work for a temporary period to assist the employee in returning to work. Once the employee is capable of performing all of their duties, they must supply a health care provider's notice indicating the employee may

return to their normal duties. The decision to return an employee to active service shall rest solely in the discretion of the City.

7. WORKPLACE AND EMPLOYEE CONDUCT AND RESPONSIBILITIES

Workplace Guidelines.

A. Attendance.

Reliable attendance is crucial at the City to ensure quality service. Employees are expected to be on time and prepared for their scheduled shifts. Occasional absences are understandable, but frequent or unreported absences and tardiness can lead to disciplinary actions, including termination.

Employees must request time off in advance as per the City's PTO policy. Misuse of approved leave may also result in disciplinary actions, up to dismissal. This policy supports operational efficiency but does not restrict employees' rights to discuss or improve working conditions under the National Labor Relations Act.

B. Definitions.

Disciplinary Action: Measures taken by the City to address and correct employee behavior or performance issues. This may include verbal warnings, written warnings, suspension, demotion, or termination, depending on the severity of the violation.

Excused Absence. An excused absence is one that is either pre-approved or, in emergencies such as illness, is reported to the supervisor via phone, text, or email before the workday begins and is subsequently approved by the City.

Leaving Early. Leaving work or taking breaks earlier than scheduled, without approval is considered leaving early. Leaving more than two hours before the end of a workday or shift is an unexcused absence.

No Call/No Show. Failing to notify the City of an absence or tardiness at least thirty (30) minutes before the scheduled start time, is considered a No Call/No Show and may result in disciplinary action, up to termination.

Tardy. Arriving late to work or from breaks without approval is considered tardy. If an employee fails to notify their supervisor of tardiness within 30 minutes of the scheduled start time, it will be classified as a No Call/No Show.

Unexcused Absence. Any absence that does not comply with the criteria for an excused absence, including failures in proper notification or documentation or extended tardiness (more than 2 hours) without approval.

C. Policy.

Employees must be capable of meeting their job schedules during all weather conditions unless the City informs otherwise. Departments may adopt response time requirements for emergency situations. Employees should arrive at work prepared and properly dressed, if unable or unprepared to work they should return home and correct the problem as soon as possible. Non-exempt employees will not be paid for time spent addressing unpreparedness, and continual issues may lead to disciplinary actions, including termination.

Punctuality is crucial; arriving in the parking lot is not considered on time. Absences need to be reported prior to the scheduled start time to be excused unless extreme circumstances prevent

timely notification. In such cases, the employee or a designated representative should explain the delay as promptly as possible.

Unreported absences exceeding three days may be considered job abandonment or voluntary resignation, unless approved by the City. However, legally protected absences will not count against the employee. For illnesses or injuries lasting more than three days, the City may request a health statement, with additional documentation as required by law.

Employee Code of Conduct.

Employees of the City are expected to behave professionally and civilly, supporting cooperation in all interactions. As public employees, they are subject to heightened scrutiny in both their professional and personal conduct. The Code of Conduct is designed to clarify expected and prohibited behaviors. Violations of this code will lead to disciplinary action, which may include termination of employment. The list of specific behaviors provided is not exhaustive; other misconduct not explicitly mentioned may also result in disciplinary action. It is important to note that nothing in this code is intended to limit the grounds on which disciplinary actions can be taken.

A. Conflicts of Interest.

The City expects all employees to conduct themselves and City business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

What constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The City recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the City.

Defining all the circumstances and relationships that might create a conflict of interest is impossible. If a situation arises where there is a potential conflict of interest, the employee should discuss this with the City Attorney for advice and guidance on how to proceed.

B. Confidentiality.

Employees of the City have access to confidential, secret, and proprietary information ("Confidential Information") which includes business processes, customer data, financial details, and internal policies, among others. This information should not be publicly accessible and includes any data provided in confidence by third parties.

Employee Obligations: Employees must not disclose, distribute, or remove any Confidential Information outside or inside the City without proper authorization. This includes preventing access to those without a need to know within the City itself.

Consequences of Misuse: Unauthorized use or disclosure of Confidential Information can lead to disciplinary actions, including termination, and potential legal consequences.

Exceptions for Lawful Disclosure: Disclosures required by law or court orders are exempt from this policy, provided they are legally compliant. This policy also does not restrict legally protected discussions regarding wages or employment conditions under Section 7 of the National Labor Relations Act.

Protection for Whistleblowers: Employees are protected under trade secret laws for confidentially disclosing trade secrets to authorities or in sealed court documents for the purpose of legal investigations or actions.

C. Expected Conduct.

Each employee is expected to conduct themselves in a professional manner. In order to accomplish this, each employee must:

- Be respectful, courteous and professional. Work cooperatively and constructively with fellow workers and members of the public.
- Be prompt and regular in attendance at work for defined work schedules or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of vacation and sick leave.
- Comply with dress standards established in the department for which the employee works. In the absence of any departmental dress standards, clothing will be appropriate for the functions performed and will present a suitable appearance to the public.
- Abide by all departmental rules and the guidance or direction of a supervisor, whether written or oral. No employee will be required to follow the directive of a supervisor that violates the laws of the local jurisdiction, state, or nation.
- Maintain the confidential nature of records that are not open to the public in accordance with the direction of the responsible official.
- Maintain a current appropriate driver's license when work for the City requires the employee to drive a vehicle as part of his/her responsibilities. Each such employee must report any state-imposed driving restrictions to his/her immediate supervisor and notify their supervisor if his/her driving abilities are impaired.
- Follow all workplace safety rules whether established formally by the department or by outside agencies.
- Report all accidents that occur or are observed on the job, or that involve City property, and cooperate as requested in the reconstruction of any such accident.
- Avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
- Adhere to any code of ethics in the employee’s profession.

D. Prohibited Conduct.

The City prohibits abusive conduct, including bullying, which undermines the safety, respect, and productivity of the workplace. Bullying negatively impacts the health and well-being of the victim and disrupts organizational operations. All employees are expected to maintain civility, dignity, and respect, refusing to tolerate or overlook bullying, and are urged to report such behavior to their Department Head, City Administrator, or Human Resources.

Workplace bullying is defined as abusive conduct with malice that a reasonable person would find hostile, offensive, and unrelated to legitimate business interests. It can include repeated verbal abuse, insults, threats, intimidation, humiliation, or actions that sabotage someone’s work performance. A single act may also be considered bullying if it is particularly severe. Bullying involves an abuse of power and can manifest through gestures, written, verbal, graphic, or physical acts, including those carried out electronically via email, internet, or phone. Unlike harassment or discrimination—which are illegal—bullying is not always unlawful but is equally damaging. It is important to differentiate between genuinely tough or demanding supervisors and actual bullying.

Additionally, employees are expected to refrain from behaviors that reflect adversely upon the City, including:

- Not initiate or participate, or encourage others, in acts or threats of violence, bullying, malicious gossip, spreading of rumors, or any other behavior designed to create discord and lack of harmony, or that willfully interferes with another employee's ability to do their job.
- Not engage in abusive conduct or language, including profanity and loud, threatening or harassing speech, toward or in the presence of fellow employees or the public.
- Not engage in conduct at or away from work that may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
- Not engage in prolonged visiting with co-workers, children, friends or family members that interfere with work in the department in which the employee serves.
- Not use work time for personal business, including the selling of goods or services to the general public.
- Not use phones or computers in the workplace in a manner that violates policy or that disrupts workplace productivity, including time spent on social media.
- Not use work time or public premises to promote religious beliefs to members of the public or fellow employees.
- Not have non-City employment, or serve on any board or commission, that conflicts with duties performed for the City in any meaningful way. Individual offices/departments may determine permissible examples of outside employment.
- Not knowingly make any false report or complaint regarding the behavior of others or participate in such report or complaint.
- Not release any public record, including personnel records, without the express authority of the public official responsible for custody of the record
- Not use any substances, lawful or unlawful substances that will impair the employee's ability to competently perform their work or threaten the safety and well-being of other workers or the public. If the employee is prescribed a medication that may impair the employee's ability to safely do their job, the employee is required to provide a physician's note explaining the possible effects of the medication on the employee's ability to do their job and the length of the time that the employee will be required to take the medication. The employee may be required to take leave while taking the medication.
- Not destroy, alter, falsify or steal the whole or any part of a police report or any record kept as part of the official governmental records of the City (I.C. §§ 18-3201 and 18-3202).
- Not engage in political activities while on duty.
- Not provide false or misleading information on employment applications, job performance reports or any other related personnel documents or papers.
- Not engage in conduct that violates the laws of the state of Idaho, including but not limited to I.C. §18-1356 (accepting gifts that exceed a value of $50), I.C. §74-401 *et seq.* (Ethics in Government Act), I.C. §74-501 *et seq.* (Prohibitions Against Contracts), and I.C. §18-1359 (Using Public Position for Personal Gain).
- Not accept gifts or gratuities in any personal or professional capacity that, although it may be legal, could create the impression that the giver was seeking favor from the employee or official in violation of I.C. § 18-1356 and I.C. § 18-1357.
- Not engage in criminal conduct of any kind while on or off duty.

E. Reporting of Criminal Events.

The City requires all employees to report any post-employment criminal events to ensure workplace safety and integrity. This policy applies to all permanent, temporary, and on-leave City employees and includes events that occur after an offer of employment but before starting work.

Reporting: Employees must promptly report if they have been charged or are under investigation for a crime, as well as any criminal convictions or pleas admitting to criminal responsibility. This must be done within five business days of the event or as soon as possible if the employee is incarcerated. This requirement also extends to sex offender registrations and military court jurisdictions. Employees need to provide written documentation to the City's Human Resources (HR) Department. Failure to report or cooperate may result in disciplinary actions, up to and including termination.

The City is committed to maintaining confidentiality to the greatest possible extent while ensuring compliance with applicable laws and policies. The information reported will be handled with discretion and shared only with individuals who need to know it for legitimate business purposes.

Exclusions: Routine traffic infractions do not need to be reported unless driving is part of the employee's job duties

Consideration and Assessment of a Criminal Conviction: The City will assess each report to determine its relevance to the employee's job, the safety of other employees, clients, and visitors, and the potential impact on its reputation. Not all convictions will lead to adverse employment actions; decisions will be made on a case-by-case basis, considering factors such as the relationship of the conviction to job responsibilities, the context and circumstances of the conviction, any past pattern of similar behavior, potential reputation damage, and any other relevant circumstances.

The City may also conduct updated criminal background checks to aid in these assessments and will comply with all necessary legal disclosures during this process. Depending on the nature and relevance of the conviction, actions may vary from modifying job duties to termination.

Duty to Report Child Abuse.

City employees who suspect or witness that a child under the age of eighteen (18) years may be abused, abandoned, neglected, or is in conditions that could reasonably lead to such harm, are required to report these observations to law enforcement or the Idaho Department of Health and Welfare (855-552-KIDS (5437)). Reports must be made as soon as possible and within a maximum of twenty-four (24) hours, as outlined in the Child Protective Act, Title 16, Chapter 16, Idaho Code.

Volunteerism.

Employees are encouraged to engage in community volunteer activities that enhance local quality of life, provided these activities do not interfere with their work responsibilities or require overtime without approval. Volunteering is permitted during lunch breaks, before or after work, on days off, and at City-sponsored events, as long as the duties differ from the employees' regular jobs. Employees will not be compensated for volunteer time.

Outside Employment.

Employees may hold a second job if it does not impact their performance at the City, complies with the conflict-of-interest policy, and receives approval from the Department Head. Holding a

second job is unacceptable for poor performance, absenteeism, tardiness, leaving early, or refusing to work overtime or different hours. If a second job interferes with City duties, the employee must stop outside employment or face potential disciplinary action, including termination.

Use of Credentials or Badge.

Employees issued official badges, insignia, or credentials must ensure these items are not used or worn by anyone else and do not leave their possession. Furthermore, these items must not be used for personal gain, benefit, influence, or in connection with any other employment.

Dress and Grooming.

The City prioritizes a professional work environment and expects employees to dress appropriately and maintain high personal hygiene standards during business hours or when representing the City. Employees should ensure their attire is clean, neat, and suitable for their roles, avoiding any stained, wrinkled, frayed, or revealing clothing. Those dressed inappropriately may be sent home to change.

Exceptions may be made for religious beliefs, disabilities, or other legally protected characteristics, with reasonable accommodations provided unless they pose an undue hardship. Employees unsure about suitable attire should consult their Department Head.

A. City Uniforms.

This policy outlines the guidelines for purchasing and issuing City uniforms, except those covered under the Post Falls Police Department's Policy and Procedure Manual. Uniforms will be silk-screened or embroidered with the City's logo. Department heads or supervisors may choose the color of items to be purchased.

Ownership of Uniforms: Uniforms provided by the City remain its property and must be returned upon the employee's separation of employment. Any unreturned items will be charged to the employee at current replacement costs, which may be deducted from their final paycheck or paid directly by the employee. Each department is responsible for tracking issued uniforms.

Use of Uniforms: Uniforms or other issued items should be worn to, from, and during work but not worn while off duty.

Additional Purchases: The City may specify vendors where employees can buy additional approved uniform items at their expense. Those purchases remain the property of the employee.

Animals in the Workplace.

Purpose.

The purpose of this policy is to ensure a professional, safe, and productive work environment by limiting the presence of animals in City facilities. While animals can bring joy and comfort, their presence in the workplace may present safety, health, and productivity concerns, as well as distractions or disruptions to employees and the public.

Policy.

Employees are generally prohibited from bringing animals into the workplace while performing their job duties. This restriction applies to all indoor City facilities, City vehicles, and public-facing service areas unless otherwise authorized by this policy.

Brief visits by an employee's pet (e.g., introducing a new dog to coworkers) may be permitted with prior supervisor approval, provided that the visit is short in duration, does not interfere with work duties or customer service, and does not pose health or safety risks to others. Such visits must be confined to areas where the employee works and may not disrupt other departments or public spaces.

The City recognizes and complies with all applicable state and federal laws concerning service animals. Requests for accommodation involving service animals will be reviewed in accordance with the Americans with Disabilities Act (ADA) and the applicable provisions of the City's Disability Accommodation Policy. Employees seeking such an accommodation should contact the Human Resources Department.

This policy does not apply to:

- **Police K-9 units or other working animals** used by the City for official business.
- **Animals authorized as part of a City-sponsored event or program**, where approved in advance by the Department Head.

Enforcement.

Supervisors are responsible for ensuring compliance with this policy. Violations may result in the employee being asked to remove the animal immediately and could lead to disciplinary action in accordance with the City's personnel policies. Employees subject to disciplinary action under this policy have the right to a review or appeal in accordance with city procedures.

Exemptions.

In rare cases, exemptions to this policy may be granted when the presence of an animal serves a legitimate purpose or accommodates an individual circumstance. Any such exemption must be approved in writing by the employee's Department Head, the Human Resources Director, and the Legal Services Director. The exemption request must include a description of the justification, scope, and duration of the proposed animal's presence.

As a condition of any approved exemption, the employee may be required to sign a Waiver of Liability and Indemnity Agreement. This agreement may outline expectations for animal control, limitations on public interaction, sanitation responsibilities, and liability for any damage or injury caused. Failure to comply with the terms of the exemption or agreement may result in immediate revocation of the exemption and potential disciplinary action.

All exemptions are discretionary, subject to operational needs, and may be modified or terminated at any time by the City.

Political Neutrality.

Purpose.

The City of Post Falls is committed to ensuring that all employees and volunteers maintain political neutrality while performing their official duties. This policy is designed to uphold public trust in municipal services by preventing any appearance of partisan influence or bias. It applies to all city employees, including full-time, part-time, temporary, volunteers, and contract staff, regardless of position or department, when acting in an official capacity.

Definitions.

- **Political Activity:** Any action expressing, endorsing, or opposing a political candidate, political party, or ballot measure at the federal, state, municipal, or subdivision level within the State of Idaho.
- **Official Capacity:** Actions performed as part of an employee's job duties or when representing the city, including while on duty or in city facilities.
- **Personal Capacity:** Activities conducted in a private or non-official context, where the employee is not representing the city.

Policy.

City employees must remain politically neutral in all official capacities. Employees are prohibited from engaging in any political activities that could be perceived as partisan while performing their official duties. This neutrality is essential to uphold the integrity of municipal operations and maintain public confidence in the fair and impartial delivery of government services.

Guidelines.

Employees may not display political signs, literature, or politically themed clothing while on duty or on city property, as defined in the city's election code. The use of city vehicles, equipment, or other resources for political campaigning or partisan activities is strictly prohibited. When communicating in an official capacity, employees must avoid statements that may be interpreted as support for or opposition to political candidates, parties, or issues. Personal social media accounts should clearly distinguish personal opinions from official city positions to avoid any confusion or conflict with their role as city representatives.

Political discussions or advocacy should not occur during work hours if they interfere with job responsibilities or create an impression of city endorsement. Employees who receive information requests from political candidates regarding city operations must handle such requests in accordance with public records laws and city policies. Employees must notify their supervisor when responding to candidate requests to ensure information is made available to all candidates equally. If a candidate requests a meeting with an employee to discuss city matters, the employee must inform their supervisor before the meeting occurs.

Employees participating in community events or meetings in their official capacity must maintain neutrality and provide equal access and service to all individuals regardless of political affiliation.

Enforcement.

Supervisors and management are responsible for ensuring compliance with this policy. Violations may result in disciplinary action, up to and including suspension or termination, depending on the severity of the infraction. Employees subject to disciplinary action under this policy have the right to a review or appeal in accordance with city procedures.

Exceptions.

This policy does not restrict employees from engaging in political activities during off-duty hours, provided they do not use city resources or imply city endorsement. Political expressions affixed to an employee's private vehicle, such as bumper stickers, small window decals, or modest window paint, are generally not covered under this policy. However, extensive political displays, such as large-scale window paint, full-vehicle wraps, or multiple oversized flags, may be subject to

limitations if they interfere with workplace decorum, city image, or operational considerations. Employees should exercise discretion in ensuring that their personal political expressions do not create disruptions or conflicts in the workplace.

Personal Relationship Policy – Employee Dating.

Purpose.

The City strongly believes that a work environment where employees maintain clear boundaries between personal and business interactions is necessary for effective business operations. Additionally, the City strives to provide a safe and supportive work environment where employees are free from harassment and unwanted advances. This policy generally does not prevent the development of romantic relationships between co-workers; however, it does establish boundaries as to how relationships are conducted during working hours, at work facilities, and in any other setting that impacts workplace culture. As set forth below, romantic relationships involving a supervisor and a subordinate are prohibited and, in most cases, will not be allowed. This policy places additional limits on relationships where:

- One employee is in the direct line of supervision for the other employee;
- One employee is employed in a position with access to sensitive information;
- One employee is in a position to impact the evaluation or compensation of the other; or
- Where the relationship otherwise creates the potential for mixed loyalties between the relationship and employment duties or creates workplace conflicts that negatively impact the work environment.

Policy.

A. General Standards of Conduct.

Employees dating or engaging in a romantic/sexual relationship are expected to conform to the City's Code of Ethics, the City's anti-harassment and anti-discrimination policy, and the following standards of conduct. Additional standards of conduct may be required in individual cases based on the nature of the employees' positions.

- During work hours, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or impact productivity. This includes treating their partner as they would treat any other employee. Public displays of affection or sexual contact of any kind are inappropriate in the workplace and are prohibited in the workplace (including city vehicles), whether during work hours or not.
- If the employees work on different shifts or at different locations, the employees are expected to not visit the other employee at their workplace while they are working except for business-related activities.
- Employee off-duty conduct is generally regarded as private as long as such conduct does not create issues within the workplace. However, employee conduct at work-sponsored social events still falls within this policy. In addition, if an employee's off-duty conduct impacts workplace culture or the ability of the employee's co-workers to perform their jobs, it will no longer be regarded as private.
- Employees who allow personal relationships with co-workers to adversely affect the work environment are potentially subject to disciplinary action.
- The City of Post Falls reserves the right to require further agreements and/or documentation from employees engaged in a romantic relationship if deemed necessary by the City.

B. Relationships Involving a Supervisor.

To maintain a workplace free from sexual harassment and to avoid workplace conflicts, supervisors are prohibited from dating or having sexual relationships with subordinate employees (employees who are in their direct line of supervision). If a supervisory employee and a subordinate begin a relationship in violation of this policy, they must notify Human Resources and/or their department head about the relationship in a timely manner. The City will work with both employees to resolve the situation by moving one or both employees to a different department (if a position that the employee is qualified for is available), altering the organization chart, demoting the supervisor to a non-supervisory position, or taking other steps to resolve the workplace conflict. If, in the City's opinion, the workplace conflict cannot be adequately resolved, one or both employees will be deemed to have resigned. An employee who does not cooperate with the City to resolve the conflict created by the relationship will be subject to discipline up to and including termination.

C. Relationships Involving an Employee in a Sensitive Position.

When an employee who is engaged in a workplace romantic or sexual relationship is employed in a sensitive position (defined as the Human Resources, Administration, Finance and Legal Departments) additional restrictions may be necessary to prevent workplace conflicts or the appearance of such conflicts or where there is a perception by others that there is favoritism or bias in employment decisions affecting other employees.

If an employee in a sensitive position and another employee begins a romantic relationship, they are required to timely notify Human Resources and/or their department head(s) about the relationship. The City will work with both employees to address the conflicts/potential conflicts created by the relationship by establishing a written performance plan to limit the ability of the employee to impact matters related to the employment of the other employee or their co-workers. Potential solutions may include alteration of work duties to screen the employee from involvement in issues related to their partner and/or their partner's co-workers, assignment to a different position or a different department (if available) or taking other steps to resolve the workplace conflict. Other employees impacted by the relationship may be notified of the requirements of the written performance plan to reassure the employees that steps have been taken to address any perceived bias or favoritism.

If in the City's opinion, the workplace conflict cannot be adequately resolved, the employees involved will be allowed to determine who will resign. An employee who does not cooperate with the City to resolve the conflict created by the relationship, or who fails to abide by a written performance plan, will be subject to discipline and may be terminated.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to the Director of HR.

Social Media.

At the City, we understand that social media can be a fun and rewarding way for employees to share their lives and opinions with family, friends, and co-workers around the world. However, using social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about the use of social media, the City has established

these guidelines for appropriate use of social media. This policy applies to all employees who work for the City.

Guidelines. In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, or web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication. The same principles and guidelines found in City policies apply to an employee's online activities. Ultimately, each employee is solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards involved. Employees should keep in mind that any of their conduct that adversely affects job performance or the performance of fellow employees or that otherwise adversely affects customers, suppliers, people who work on behalf of the City, or the City's legitimate business interests may result in disciplinary action, up to and including termination.

Know and follow the rules. Employees should carefully read the guidelines and the City's Policy Against Harassment, Discrimination, and Retaliation, and ensure that their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, or threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject each employee to disciplinary action, up to and including termination.

Be respectful. Employees should always be fair and courteous to fellow co-workers, customers, suppliers, and people who work on behalf of the City. Employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers than by posting complaints to a social media outlet. Nevertheless, if an employee decides to post complaints or criticism, they should avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, intimidating, or that disparage customers, co-workers, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or City policy.

Be honest and accurate. Employees should make sure that they are always honest and accurate when posting information or news, and if they make a mistake, correct it quickly. Employees should be open about any previous posts they have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Employees should never post any information or rumors that they know to be false about the City, customers, suppliers, or people working on behalf of the City.

Post only appropriate and respectful content.

- Maintain the confidentiality of the City's private or Confidential Information. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Respect financial disclosure laws.
- Employees should not create a link from their blog, website, or other social networking site to a City website without identifying themselves as a City employee.
- Employees should express only their personal opinions. Employees should never represent themselves as a spokesperson for the City. If the City is a subject of the content an

employee is creating, employees should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of the City, fellow employees, customers, suppliers, or people working on behalf of the City. If an employee publishes a blog or post online related to the work that they do or subjects associated with the City, then they should make it clear that they are not speaking on behalf of the City. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of the City."

Using social media at work. Employees should refrain from using social media while on work time or on equipment the City provides unless it is work-related as authorized by the City. Employees should not use City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Retaliation is prohibited. The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts. Employees should not speak to the media on the City's behalf without contacting the City's Public Information Office. All media inquiries should be directed to them.

No Recording/No Camera Policy.

Unauthorized recording and electronic surveillance in the workplace are prohibited to protect employee morale and respect. Employees must not use cell phones, tablets, or similar devices to record conversations or surveil co-workers without explicit consent. However, recording for addressing specific grievances or safety issues is permitted and should not interfere with employees' rights under the National Labor Relations Act.

Required Notices and General Announcements.

Any required governmental postings are displayed on the City's employee notice boards.

Solicitation.

To maintain a distraction-free work environment, the City prohibits employee solicitation during "working time," defined as any time an employee is scheduled to work, excluding breaks or just before or after their shift. Additionally, distributing literature is not allowed during working hours or in office areas, but is permitted in break rooms, parking lots, and common areas during non-working.

Computers, Internet, Email, and Other Resources.

The City provides employees with communication tools like telephones, email, and the internet for business use. While limited personal use is allowed, it should not interfere with work duties. Employees should expect no privacy when using these tools, as the City can inspect all communications and archive them for record-keeping.

Employees must use these tools professionally, adhering to City policies against harassment, discrimination, and conflicts of interest. Sensitive information should not be sent insecurely; personal calls should be brief and infrequent. Unauthorized use, including personal calls on City phones or modifications to system settings, is prohibited and may lead to disciplinary action.

For security reasons, the City conducts video surveillance of its premises, excluding private areas like restrooms. Employees are expected to enable and comply with monitoring technologies required for business operations. Any questions or concerns about these policies should be directed to the employee's Department Head.

A. Email Use Policy.

Purpose and Scope.

This policy outlines guidelines for employees' proper use of the City's email system, managed by the I.T. Department. Email is provided to support employees in performing job duties efficiently and should be used for official business communications, consistent with business practices and applicable laws (e.g., Idaho Public Records Act). Email use should involve work-related activities, departmental communication, or inter-departmental announcements approved by the City Administrator or designee.

Right of Privacy.

Emails and attachments sent via the department's network are City property and considered department records. The City reserves the right to access, audit, or disclose any email or attachment on its system for lawful purposes. The email system is not confidential, and employees should have no expectation of privacy when using it. Employees should not use personal email accounts for department-related business.

Prohibited Uses.

The following uses of email are prohibited and may lead to disciplinary action:

- Sending messages that are derogatory, obscene, disrespectful, or harassing.
- Department-wide emails should be limited to important, business-related topics approved by the City Administrator.
- Transmitting messages under another user's name or leaving accounts logged in unattended is prohibited. Logging off when away from the computer is recommended to prevent misuse.

The City Administrator or designee may make exceptions to this policy.

B. Mobile Communication Device Use Policy.

Purpose and Scope.

This policy provides guidelines for using mobile phones and communication devices, whether City-issued or personally owned, during work hours or for authorized work-related activities. These devices, called Personal Communication Devices (PCDs), include mobile phones, tablets, and other wireless communication and internet-enabled devices. PCD use covers calls, texting, emailing, internet browsing, and other functions.

Privacy Policy.

Employees using City-issued devices, internet, or phone services agree that they have no expectation of privacy regarding the use of these services, including the content of communications. The City reserves the right to access and audit all communications transmitted or stored via these services.

Policy Overview.

The City allows the use of city-issued PCDs and permits personally owned PCDs in the workplace, with limitations. Any PCD used while on duty or for City business off-duty may be subject to monitoring and inspection per this policy.

Improper PCD use on duty may impact safety. Employees are cautioned that using personal PCDs for work, even off duty, may expose these devices and records to civil or criminal discovery under public records laws. For questions on policy application, employees should consult a supervisor.

PCD Use Guidelines.

On-duty employees should only use City-issued PCDs for official City business. PCDs may be used for brief personal communication, such as notifying family of extended hours, if necessary. Personal use of PCDs during breaks should be limited to private areas away from the public.

- **Personal Use Limits:** Extended or frequent personal use of City-issued or personal PCDs on duty is prohibited and may lead to disciplinary action. Employees may be required to reimburse the City for charges related to personal use.

Use While Driving.

Using a PCD while driving a City vehicle can be distracting and may create a negative public impression. Employees should limit PCD use while driving to urgent matters and, if possible, should pull over to complete any communication.

Non-emergency vehicle operators should not use a PCD while driving unless it is hands-free and for business or urgent calls only.

Official Use Situations.

Personal communication devices may be used in the following situations:

- Mobile Command Posts
- Major emergencies, such as disasters or catastrophic events
- Major political or community events
- Urgent communications with external agencies
- Situations where immediate communication is needed, and other means are unavailable

Privacy Expectation.

Employees have no expectation of privacy on any City-issued or City-funded PCDs, including location tracking capabilities if present (see the Information Technology Use Policy for further details).

Generative Artificial Intelligence (AI) Tools.

The City is committed to enhancing its operations by integrating new technologies, including generative AI tools like OpenAI's ChatGPT and Google's Bard. However, employees must be aware of the risks associated with these tools, such as privacy violations, data breaches, unauthorized data use, and the potential for bias and discrimination from AI training data.

This policy mandates the responsible use of AI technologies to safeguard the City, its employees,

customers, and suppliers. It applies to all City employees and encompasses all City-related work, regardless of location. Employees must ensure that their use of AI tools does not compromise data integrity or contravene data retention and deletion standards. The objective is to prevent harm while leveraging the benefits of AI in generating text, images, music, video, voice, code, and other digital content.

A. Overview.

While AI tools can be used to perform a variety of functions, this policy addresses only the use of a web-based interface to ask or "prompt" the AI tool in a conversational manner to find answers to questions or to create or edit written content. Some examples of what could be created using an AI chatbot include:

- Emails and letters.
- Blog posts, reports, and other publications.
- Sales and advertising copy.
- Policies and job descriptions.
- Spreadsheet calculations.
- Foreign language translations.
- Coding development or debugging.
- Document or information sorting.
- Outlines or summaries of internal or external information.

There are, however, risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary City information or sensitive information about an employee, customer, etc., when interacting with the chatbot. Additionally, the accuracy of the content created by these technologies cannot be relied upon, as the information may be outdated, misleading, or—in some cases—fabricated.

B. Policy.

Limited use of generative AI chatbots will be allowed while performing work for the City, provided that the employee first obtains approval in advance from the employee's Department Head. Employees wishing to use generative AI chatbots must inform their Department Head in writing about how the AI chatbot and any AI-generated content will be used. Department Heads must approve or deny requests within 10 days, or the request shall be deemed denied. An employee who has obtained the requisite approval may use that employee's City email addresses, credentials, or phone numbers to create an account with these technologies. However, no other person's City email addresses, credentials, or phone numbers may be used to create an account with these technologies.

No confidential City data of any kind, including any other person's names, business, and personal residential and business addresses, may be submitted (copied, typed, etc.) into these platforms. Only content (text, sound, and images) in the public domain or open to public records may be submitted (copied, typed, etc.) to these platforms.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot verify information generated by the chatbot, that information cannot be used for work purposes.

As generative AI chatbots may produce content plagiarized from their knowledge base, including

copyrighted works, no text generated or partially generated from a chatbot will be eligible for a copyright, trademark, or patent.

Acceptable uses include:

- For general-knowledge questions meant to enhance your understanding on a work-related topic.
- To brainstorm ideas related to projects that you are working on.
- To create formulas for Excel spreadsheets or similar programs.
- To develop or debug code to be verified before deployment.
- To draft an email or letter.
- To summarize online research or to create outlines for content projects to assist in full coverage of a topic. Only content fully reviewed or re-written by employees may be included in the final product.

Unacceptable uses include:

- Copying and pasting, typing, or in any way submitting City proprietary content or data of any kind into the AI chatbot.
- Failing to properly cite the source of original material submitted (copied, typed, etc.) into these platforms, including the creator's name as the author, the title of the work, and the URL, if any, that the creator specified to be associated with the work, and the license.

Any violation of this policy will result in disciplinary action, up to and including termination.

C. Training.

All employees using generative AI chatbots for work purposes must familiarize themselves with the proper use of these technologies before doing so.

All questions related to this training should be addressed with the IT Department and the Legal Department.

D. Ethical Use.

Employees must use generative AI chatbots in accordance with the City's conduct and antidiscrimination and antiharassment policies. These technologies must not be used to create content that is inappropriate, discriminatory, harassing, or otherwise harmful to others or the City. Such use will result in disciplinary action, up to and including termination.

E. Monitoring.

The City's Information Technology Use Policy and relevant monitoring policies apply when using generative AI chatbots with City information technology resources, including communications, computers, equipment and tools, email, applications, and internet and remote access equipment. Employees have no expectation of privacy in using the City's information technology resources.

If you have any questions regarding this policy, please contact the IT Department or Legal Department.

Telecommuting Policy.

A. Purpose.

The purpose of this policy is to provide the structure needed for effective implementation and operation of Telecommuting. Telecommuting refers to paid employment performed away from the

Central Workplace at an Alternate Work Location for all or part of the work week. Telecommuting is generally disfavored; however, the City will consider limited Telecommuting arrangements where both the employee and the job are suited to such an arrangement. Telecommuting is not appropriate for all jobs, it is not an entitlement, and it does not change the terms and conditions of employment with the City.

B. Definitions.

Alternate Work Location: An approved worksite other than the employee's Central Workplace where official City business is performed, including an employee's residence.

Central Workplace: The principal place of work where employees normally perform their official City duties.

Telecommuter: An employee who regularly works away from their Central Workplace, either at home or at another approved Alternate Work Location, for at least a portion of their work hours. This definition does not include employees who only occasionally work remotely or whose job function requires that a part of their work functions be conducted away from their Central Workplace.

Telecommuting: A regular work practice that involves employees performing a portion of their typical work hours at an Alternate Work Location using technology to interact with others as needed to perform work tasks.

Telecommuting Agreement: The written agreement between the City and a Telecommuter that details the terms and conditions of the Telecommuter's work and other work productivity while away from their Central Workplace. Telecommuting requires an approved Telecommuting Agreement drafted by Legal Services Department.

Work Schedule: The employee's hours of work in the Central Workplace and/or an Alternate Work Location.

C. General Requirements.

Although allowing flexibility in the workplace, this policy requires accountability to ensure that the Telecommuter completes all work in an efficient and measurable manner.

Telecommuting is not an employee right; its use rests at the discretion of the Telecommuter's Department Head, the City Administrator, and/or Human Resources. Telecommuting privileges can be terminated at any time without notice.

The City may suspend or terminate a Telecommuting Agreement at any time based on, but not limited to, declining performance, violation of this Telecommuting policy, violation of the approved Telecommuting Agreement, or for the benefit of the City. An employee may terminate the Telecommuting Agreement at any time unless Telecommuting is a condition of employment.

Telecommuters must spend at least fifty percent (50%) of their working hours at their Central Workplace.

If a Telecommuter transfers to a new position within the City, the Telecommuting privilege does not transfer with the employee.

D. Geographic Limitations & Legal Compliance.

To limit regulatory risks, telecommuting is generally restricted to locations within the State of

Idaho. Given Post Falls' proximity to Washington State, the City may approve limited telework within Washington, subject to prior legal and tax compliance review. **Employees seeking to telecommute outside Idaho must obtain advance approval**, as working from another state may impose additional tax, workers' compensation, and employment law obligations on the City. **Unauthorized out-of-state telework is prohibited.**

Employees are responsible for understanding any tax or legal implications of working remotely, including potential state income tax obligations and municipal requirements. The City is not responsible for tax compliance issues related to an employee's choice of work location.

E. Eligibility.

Generally, employees must be employed with the City for at least six (6) months, and have a satisfactory performance record, before a Telecommunication Agreement will be considered.

Before entering any Telecommuting Agreement, the employee, supervisor, and Department Director, with the assistance of the HR Department, and IT, will evaluate the suitability of such an arrangement using the following criteria prior to approving an employee to Telecommute:

- Assessing the needs and work habits of the employee compared to traits customarily recognized as appropriate for successful Telecommuters.
- Determining if the job responsibilities are appropriate for Telecommuting. Work duties, such as assisting customers, should not be shifted to other employees. Examples of jobs that are unsuitable for Telecommuting include, supervisors, equipment operators, police officers, and customer service representatives.
- Evaluating equipment needs, workspace design considerations, and scheduling issues. The employee and Department Head must review the physical workspace needs and identify an appropriate Alternate Work Location. If additional City equipment is needed to allow the employee to Telecommute, a budget request must be submitted and approved before Telecommuting can begin. The employee must provide a list of all expenses expected to be incurred by the employee to set up the Alternate Work Location, so the City is able to determine if the arrangement meets FLSA rules (see also subsection H of this policy, *IT Security and Equipment*).
- Reviewing tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working remotely. Responsibility for fulfilling all obligations in this area rests solely with the employee. This includes taxes and legal implications created from working outside the State of Idaho, if applicable.

Once the evaluation is complete, the proposed terms of a telecommuting agreement will be submitted to the Executive Compensation Committee for review and approval or denial. If the request is approved, it will be submitted to the Legal Department to develop the final agreement.

F. Telecommuting Agreement.

If an employee is approved to telecommute, a Telecommuting Agreement will be prepared by Legal Services Department and signed by the parties, which includes a specific plan for the Telecommuter. The Agreement serves solely to outline the conditions under which the Telecommuter is approved to Telecommute, it does not establish an employment contract or grant any additional rights to the Telecommuter.

Telecommuting Agreements, at a minimum, will include the following:

- The method for evaluating the Telecommuter's performance, including regular interaction by phone and email between the Telecommuter and the supervisor.
- Weekly meetings to discuss work progress and issues. Evaluation of Telecommuter performance will be consistent with that received by employees working at the Central Workplace in both content and frequency and will address completion of work objectives.
- An appropriate level of communication between the Telecommuter and supervisor will be agreed upon in the Telecommuting Agreement. The Telecommuter and supervisor will communicate at a level consistent with employees in the Central Workplace or in a manner and frequency that is appropriate for the job and the individuals involved, (it is strongly recommended that Telecommuter check in with their supervisor at the beginning and the end of their work period each day).

G. Standards Of Conduct/Work Performance/Professionalism.

The Telecommuter must follow all City of Post Falls Personnel Policies. All interactions with supervisors, co-workers, and the public must be able to occur professionally. The Telecommuter must make every effort to limit outside interruptions and be aware of what is in the background during video or telephone conferencing. Outside distractions such as children, tv's, and pets should be minimized to the extent possible during live interactions. If distractions prevent effective interactions on a regular basis, the Telecommuting Agreement may be revised or ended.

Telecommuters must be available via phone and email during the same hours that the Telecommuter would be if working at their Central Workplace unless other arrangements are made in advance with the supervisor and/or Department Head.

Telecommuters will not hold in-person business visits or meetings with professional colleagues, customers, or the public, at their Alternate Work Location.

H. Time, Attendance, Work Schedules, And Overtime.

Telecommuter's compensation, benefits, work status, and work responsibilities will not change due to Telecommuting. Further, the amount of time that Telecommuters are expected to work per day or pay period will not change because they are Telecommuting. If Telecommuters are unable to work the complete telecommute day, commensurate leave for the hours not worked must be approved.

Work Schedules for non-exempt Telecommuters must comply with the Fair Labor Standards Act and all applicable State and City rules. The Telecommuter is required to follow normal city procedures about requesting and approval of overtime, compensatory time, and leave. The number of days in a week that employees may Telecommute is at their Department Head's discretion provided that the requirements of this policy are met.

The Telecommuter must be available for contact by their supervisor and/or Department Head and other contacts as necessary for the Telecommuter to do their job effectively. While Telecommuting, the Telecommuter is expected to report to their Alternate Work Location for work and must not travel outside of the area without specific approval from their supervisor. The Telecommuter must engage in active work in the same manner as if they were at their Central Workplace and work must not be shifted to other employees. Telecommuters may be required to report to their Central Workplace at any time during working hours.

Commute time between an approved Alternate Work Location and the Central Workplace is not

considered work hours and is not compensable.

When an employee applies to Telecommute, all outside employment must be disclosed. As required for all City employees, outside employment must be compatible with the role of the staff member as a public employee; not conflict with the best interest of the City or the employee's responsibilities or hours of work; and not involve activities that would constitute a conflict of interest or have potential for a conflict of interest.

Telecommuting is not to be viewed as a substitute for dependent care. Telecommuters with dependent care situations are encouraged to have alternative solutions for providing care during the agreed upon work hours. Dependent care situations must be disclosed in the Telecommuting application and will be reviewed on a case-by-case basis.

I. IT Security and Equipment.

The Telecommuter must apply approved safeguards to protect City records from unauthorized disclosure or damage and will comply with all records and data privacy requirements set forth in local and state law.

On a case-by-case basis, the City will determine, with information supplied by the employee and supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each Telecommuting arrangement.

Equipment supplied by the City may only be maintained by the City. Equipment supplied by the Telecommuter, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to the appropriate equipment, which is subject to change at any time. Equipment supplied by the City is to be used for City purposes only. The City will not reimburse the Telecommuter for any internet connection fees the Telecommuter pays for home internet availability. The Telecommuter will ensure their Alternate Work Location has the appropriate ability to allow for connection to City servers.

The Telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect items from damage or theft. Upon termination of employment or the Telecommuting Agreement, all City property must be returned to the City unless other arrangements have been made.

The City will supply the Telecommuter with appropriate office supplies (pens, paper, etc.) as deemed necessary. The City will not reimburse the Telecommuter for business-related expenses that are due to the employee working from an Alternate Work Location. The Telecommuter will establish an appropriate work environment at their Alternate Work Location. The City will not be responsible for costs associated with the setup.

Telecommuters are expected to maintain their Alternate Work Location in a safe manner, free from safety hazards. Telecommuters are responsible for notifying their supervisor of any injuries sustained by the employee in an Alternate Work Location and in conjunction with their regular work duties and hours as soon as practicable. The Telecommuter agrees to complete provided injury paperwork as soon as practicable. The Telecommuter is liable for any injuries sustained by visitors to their Alternate Work Location.

Nursing Mother Accommodation.

As part of the City's family-friendly policies and benefits, the City supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. To the extent that the City qualifies for an exemption from this requirement, it reserves the right to invoke it.

Accommodation for Lactating Mothers: For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The City may designate a room for this purpose. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting their supervisor, Department Head, or Human Resources. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work offsite or in other locations will be accommodated in a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Fitness for Duty.

The City is committed to maintaining a safe and productive workplace, requiring every employee to be capable of performing their duties in a safe, appropriate, and effective manner.

The City may require fitness for duty evaluations to ensure an employee's physical, mental, and emotional readiness for their job. Evaluations are typically necessary following a conditional job offer, before returning from medical leave, if an employee doubts their ability to perform job functions, or if there is reasonable belief the employee cannot safely perform their job duties.

Vehicle Use Policy.

Purpose.

It is the policy of the City to provide a safe working environment that protects our employees, volunteers, and our citizens from injury and property loss. The City considers the use of vehicles part of the working environment and is committed to safe responsible employee driving behavior that reduces the risk of personal injury and property loss.

Scope.

This Policy regulates the use of City vehicles by City employees. This policy also regulates the use of private vehicles for City-related work functions.

A. Safe and Courteous Driving Required.

Safe/Courteous Driving and the Use of Seat Belts and Mobile Devices: All drivers of City vehicles, and all employees driving private vehicles for City related work functions, must drive safely, legally, and courteously. This requirement includes complying with seatbelt laws and laws regulating the use of cell phones, computers, or other mobile devices. Police officers are exempt

from this requirement to the extent authorized by policies of the Post Falls Police Department. Smoking or vaping in City vehicles is prohibited.

Impaired Driving: The driver of a City vehicle, or of any other vehicle being used for City business, must not operate a vehicle when their ability to do so is impaired or influenced by alcohol, illegal drugs or other illegal substances, prescribed or over-the-counter medication that impacts their ability to safely drive, or illness, fatigue, or injury. The employee must report to their supervisor any reason that may affect their ability to drive safely.

Traffic Violations: All fines and other penalties due to violations of the law by the driver are the personal responsibility of the driver of any City vehicle. These costs are not reimbursable by the City and must be paid promptly by the driver.

Accident or Theft Reporting: In the event of an accident or theft of the vehicle, the driver should first check on the safety and welfare of all persons involved and seek immediate medical attention should it be required for themselves or others. If possible, move the vehicle to a safe location out of the way of traffic.

Drivers must have a police officer investigate any accident that involves a third party's property or where otherwise required by law. This will help ensure that the City is protected from unwarranted claims. Employees should not discuss fault with, or sign anything from anyone except for a police officer, a representative from the City's insurer or an authorized representative of the City.

Drivers must notify their supervisor as soon as possible of the accident and fill out the Loss Incident Report and submit it to their supervisor and the City Clerk. Drivers must cooperate with the City and their insurer in managing any claims. Involvement in an accident may provide cause for drug or alcohol testing consistent with the City's policies.

B. Use Of City Vehicles.

Authorization to Use City Vehicles/Driver's License Required. Employees may only operate a City vehicle if authorized by their supervisor. Employees may not allow anyone else to operate a City vehicle. Each employee authorized to operate a City vehicle is required to have a valid driver's license appropriate for the vehicle being operated, which may include a commercial driver's license ("CDL") if required by law, to operate the vehicle. If an employee who is authorized to drive a City vehicle has their driver's license suspended or revoked, the employee must immediately notify their supervisor. At the time of the suspension or revocation, the employee's vehicle-use privileges will be suspended until the employee's driver's license has been fully restored without restriction.

Driver Evaluation. Prior to authorizing an employee to operate a City vehicle, the City may evaluate the employee's driving record.

Use of City Vehicles. City vehicles are to be used exclusively for the governmental functions of the City of Post Falls unless this policy explicitly authorizes incidental personal use of City vehicles. Additionally, a Department Head may, on a case-by-case basis, authorize incidental personal use of a City vehicle where there is a City governmental necessity that prevents the employee from using their private vehicle. City vehicles may not be used for secondary employment or for private business use.

Transporting Passengers in City Vehicles. City vehicles may only be used to transport the following passengers:

- Other City employees;
- Independent contractors whose contract with the City requires the contractor to have worker's compensation coverage;
- Participants in City recreation and similar programs;
- Persons participating in City "ride-along" programs who have signed a release of liability;
- Persons being transported to jail;
- Other persons where, in the judgment of the employee, the person's health or welfare are at risk.

However, a Department Head may authorize an employee to transport dependent family members where there is a City governmental necessity for this to occur such as an employee needing to drop off children at school before reporting to a work site where there is a need for the employee to respond quickly. The Department Head's approval must be in writing and the employee transporting family members must first sign a waiver of claims, which accepts responsibility for the associated risks and acknowledges that the City does not have insurance coverage covering their family member in the event of an accident.

Use of City Vehicles While On-Call. Employees working assigned on-call duty with a defined response time may use a City vehicle to improve that response time. On-call employees are permitted to use the on-call vehicle for personal use outside of work hours and during lunch breaks. This includes errands within the local vicinity provided the defined response time is maintained. Employees may not use the City vehicle to haul materials or tow personal trailers. Transportation of family members may only be allowed where consistent with Section B this policy provided that the required response time is maintained. Where an employee is authorized to take a vehicle home, personal use of the vehicle may be a taxable benefit.

Parking and Avoiding Public Criticism. When not in use, vehicles should be legally parked in a safe location. City owned vehicles may not be used to visit locations or business that will subject the City to public criticism. This includes, but is not limited to bars, liquor stores, adult entertainment establishments, or marijuana retailers.

C. Use Of Personal Vehicles for City Business.

Employees who drive their personal vehicles on city governmental functions are subject to the requirements of Section A of this policy. Additionally, the employee must maintain auto liability insurance meeting the minimum state limits because personal vehicles are not covered under the City's insurance policy. The employee must maintain the vehicle in a safe operating condition.

D. Vehicle Maintenance and Repair.

Responsibility for Vehicle Maintenance. Each department is responsible for the day-to-day maintenance of each vehicle assigned to that department. If a City vehicle needs repair or maintenance, the vehicle should be taken to the City Fleet Division for repair. Details are described in the most current Fleet Procedures Handbook. If a vehicle is damaged, the fleet supervisor should be notified as soon as possible but no later than 48 hours after the damage is sustained.

Proof of Insurance. The assigned department is responsible for ensuring that the current insurance card is always kept in the vehicle.

Attendance at Training. The assigned department is responsible for ensuring that all employees who drive City vehicles attend vehicle safety and driving courses required by the City.

Employee Assistance and Drug Free Awareness.

The City recognizes the harmful effects of drug use and alcohol misuse and is committed to aiding employees who proactively seek help for such issues before facing disciplinary actions or termination. Employees may be offered support such as unpaid time off, a leave of absence, or referral to treatment providers, in compliance with legal requirements. Those in safety-sensitive positions, or who have previously violated this policy, may need to document successful treatment adherence and pass follow-up tests as part of their accommodation.

A. Work Rules.

The City enforces strict work rules to ensure a safe and effective workplace for all employees. Employees are expected to report to work fit for duty and free from any adverse effects of drugs or alcohol. While working, on City premises, or conducting work off-site, employees are prohibited from using, possessing, buying, selling, manufacturing, or dispensing illegal drugs, including drug paraphernalia, and from being under the influence of alcohol or impaired by drugs.

Possession of illegal drugs or paraphernalia will be reported to law enforcement and may lead to criminal charges. It is also prohibited for employees to have any detectable amount of alcohol, illegal drugs, or controlled substances in their system while engaging in City business or on City property.

The policy permits the lawful use and possession of prescribed medications, provided they do not impair the employee's ability to perform their job safely and effectively. Employees must consult with their doctors regarding the effects of prescribed medications on their fitness for duty and ability to work safely, disclose any work restrictions to the City, and carry prescribed medications in containers labeled by a licensed pharmacist. However, employees are not required to disclose underlying medical conditions unless specifically directed.

B. Required Testing.

The City reserves the right to conduct various types of drug testing to ensure a safe and effective work environment:

- **Pre-employment:** All job applicants may be required to pass a drug test before they begin work or are officially offered a position. Refusal to submit to this test will result in the applicant being disqualified from further employment consideration.
- **Reasonable suspicion:** Employees may be tested for drugs or alcohol if there are observations by City personnel of apparent workplace use, possession, impairment, or if there is suspicion of impairment due to prescription drugs. The Human Resources Department must approve before an employee is sent for testing based on reasonable suspicion.
- **Post-accident:** If an employee is involved in an accident that causes serious damage to City property or results in injury requiring off-site medical attention, they are required to undergo testing. This test should be conducted as soon as possible and no later than two hours after the accident.

Follow-up: Employees who test positive for illegal drugs, are impaired by prescription drugs, are under the influence of alcohol, or otherwise violate the City's substance policy face disciplinary

actions, which can include termination of employment. Depending on the specific circumstances and the employee's work history, the City may instead offer the option to return to work under certain restrictions. These conditions might entail follow-up drug testing at intervals determined solely by the City for a period ranging from one to two years. Should the employee fail to complete their rehabilitation program or test positive for substances after completing the program, they will be subject to immediate termination from their position.

Consequences of Refusing Required Testing: Applicants who refuse to participate in a drug test or positive will not be hired. Similarly, current employees who refuse required testing, test positive, or otherwise violate this policy are subject to disciplinary actions, which can include dismissal.

C. Confidentiality.

Records relating to test results, drug and alcohol dependencies, and medical explanations are confidential to the extent allowed by law and stored securely files separate from regular personnel files.

D. Inspections.

The City may inspect all areas of its premises for drugs, alcohol, or contraband. All employees, contractors, and visitors may be required to cooperate in inspections of their personal belongings, workspaces, and other areas that might conceal contraband. Possession of contraband or refusal to cooperate with inspections, can lead to disciplinary actions, including termination.

E. Crimes Involving Drugs.

The City prohibits all employees from manufacturing, distributing, dispensing, possessing, or using illegal drugs on City premises, in City vehicles, or while conducting City business. Additionally, employees must not misuse legally prescribed or over-the-counter (OTC) drugs. Law enforcement will be notified if any criminal activity is suspected.

Smoke-Free Workplace.

The City committed to providing a smoke-free environment for its employees, clients, and visitors. Smoking, along with the use of e-cigarettes, chewing tobacco, and vaporizers, is prohibited throughout the workplace. This policy supports the health of our employees and ensures a pleasant working atmosphere.

Employees who wish to smoke or use tobacco products must do so during designated meal and break periods and they must be at least 25 feet away from any building and out of sight of customers. Smoking inside any buildings is strictly prohibited. Employees are also required to minimize odors before returning to work through the use of air fresheners, mints, or similar products to do so.

Workplace Violence Prevention.

The City is committed to providing a safe and violence-free workplace for its employees. Employees are prohibited from engaging in any physical confrontation with a violent or potentially violent individuals and from behaving in a threatening or violent manner. This includes threats, threatening language, harassment, menacing gestures, stalking, and any hostile or aggressive actions aimed at intimidation.

This policy covers any violent or potentially violent behavior that occurs in the workplace, while employees are engaged in the City's business, or at City-sponsored functions. Employees are responsible for helping to keep the workplace free from violence. Anyone who witnesses or experiences violent behavior or a threats should promptly report it to their Department Head or Human Resources. The City ensures that employees making such reports in good faith will not face retaliation, intimidation, or discipline.

Violent behavior or threats of violence will be met with profound consequences, including prosecution to the fullest extent possible and disciplinary actions up to termination. All reported incidents will be thoroughly investigated, and appropriate measures will be taken to address and resolve the situation.

Infectious Disease Control Policy.

Purpose and Intent of the Infectious Disease Policy: This policy outlines the City's approach to managing infectious diseases under normal circumstances and during pandemics or large-scale outbreaks. The City aims to proactively protect the workplace, maintain effective operations, and ensure the continuation of essential services while safeguarding employee health.

The City will adhere to local, state, and federal laws and guidelines, consulting with agencies like the CDC, OSHA, the Department of Labor, the EEOC, and state and local health departments to ensure compliance with relevant protocols.

A. Management of Routine Infectious Diseases (e.g. Cold, Flu)

Preventing the Spread of Infection in The Workplace: The City is committed to maintaining a clean workplace to prevent the spread of infectious diseases. This includes regular cleaning of high-touch areas, such as bathrooms, breakrooms, conference rooms, door handles, and railings. In line with CDC and OSHA guidance, the workplace will be stocked with soap, cleaning supplies, and alcohol-based hand sanitizers.

Employees are encouraged to follow best practices to minimize transmission: frequently washing hands with soap and water for at least 20 seconds, covering coughs and sneezes with an elbow or a tissue, disposing of used tissues properly, and staying home when sick. Additional preventive measures include avoiding close contact with those who are ill, not touching the face, and regularly cleaning and disinfecting commonly touched objects and surfaces.

For more detailed guidance on hand hygiene, employees can visit the CDC's Handwashing website or the Hand Hygiene in Healthcare Settings page for healthcare-specific information

Attendance and Workplace: Sick employees should stay home to recover fully before returning to work. This may include discussing the possibility of working from home or adjusting their work schedule with their Department Head.

The City also reserves the right to implement measures to prevent the spread of infection, ensuring the safety and health of all employees

B. Management During Pandemic or Large-Scale Outbreaks

During pandemics or significant outbreaks, the City may implement enhanced preventive measures including increased cleaning protocols and the use of additional personal protective equipment as needed. Social distancing guidelines may be enforced, reducing in-person interactions and encouraging the use of digital communication tools.

The City may also impose quarantine measures for employees who have been exposed to the disease, following public health guidelines. Health monitoring, including daily checks for symptoms, may be required for employees who need to be present at the workplace.

In emergencies, the City reserves the right to reassign employees to essential tasks outside their regular duties as necessary. Regular updates about the infectious disease status and workplace policies will be communicated through internal channels, and Human Resources will serve as a designated point of contact for employees to report concerns and seek information.

Attendance and Leave During Pandemic/Outbreak: During a pandemic or infectious disease outbreak, the City will maintain its standard attendance and leave policies unless otherwise directed. Employees who anticipate challenges in reporting to work should prepare contingency plans in advance. This may include discussing the possibility of working from home or adjusting their work schedule with their Department Head.

The City also reserves the right to implement measures to prevent the spread of infection during an outbreak, ensuring the safety and health of all employees.

Limiting Travel: Nonessential travel may be limited during an outbreak or pandemic. Employees who travel as an essential part of their job should consult with their Department Head on appropriate actions.

Telecommuting: Employee requests to telecommute during a pandemic or outbreak will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be sent to the employees' Department Head for consideration. *See Telecommuting Policy.*

Requests for Medical Information and/or Documentation: If an employee is sick or shows symptoms of illness, the City may request medical information from them or their healthcare provider. This is to confirm the need for absence, assess the connection to an infectious disease, and ensure it is safe for the employee to return to work. The City appreciates the employee's cooperation in providing this information when needed.

Confidentiality of Medical Information: The City treats all medical information as confidential and only discloses it within the City or to government officials when legally required.

Complaint Process and Procedure.

The City will courteously treat any person who invokes this complaint procedure and will handle all complaints swiftly and confidentially to the extent possible in complying with applicable legal standards and in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against the employee or have an adverse impact on the employee's employment status. Because of the damaging nature of harassment to the victims and the entire workforce, aggrieved employees are strongly urged to use this procedure.

A. Complaint Procedure.

The City has established the following procedure for lodging a complaint of harassment, discrimination, or retaliation. The City will treat all aspects of the procedure confidentially to the extent reasonably possible.

- An individual who feels harassed, discriminated against, or retaliated against may initiate the complaint process by reporting it to their Department Head, City Administrator, or the Human Resources Department. If any employee becomes aware that harassment or discrimination is occurring, either from personal observation or as a result of another employee coming forward, that employee should immediately report it to their Department Head, City Administrator, or the City's Human Resources Department.
- Upon receiving a complaint or report that a violation of this policy may be occurring, the City's Human Resources Department will review the complaint or report and initiate an investigation. If the allegations involve the employee's supervisor, the employee may verbally notify or file a written complaint with the City Administrator or Human Resources Department. The City has the discretion to utilize a third-party investigator if deemed appropriate under the circumstances or to conduct the investigation internally. Whenever mentioned, the descriptions of the City investigation encompass both scenarios: an internal probe by City staff or an examination carried out by a third-party investigator.
- The City's Human Resources Department will notify the person(s) (hereafter referred to as "respondent(s)") that a complaint has been made against them. The extent of information given to the respondent(s) regarding the complaint will be determined by the needs of the investigation and in balancing confidentiality to the complainant.
- The City will investigate whether there is a reasonable basis for believing that an alleged violation of this policy has occurred.
- During the investigation, the City will interview the complainant, the respondent(s), and any relevant witnesses to determine whether the alleged conduct occurred. Cooperation during any investigation is required of all employees. Failure to cooperate in any inquiry may subject an employee to disciplinary action, up to and including termination of employment.
- If it is found that harassment, discrimination, or retaliation, which violates this policy, has occurred, appropriate disciplinary action, up to and including termination, will be taken. Appropriate disciplinary action depends on various factors including, but not limited to, the conduct's severity, frequency, and pervasiveness; prior complaints made against the respondent; and prior disciplinary and work history of the respondent.

- If the investigation is inconclusive or if it is determined that there has been no policy violation but potentially problematic conduct may have occurred, appropriate preventive action, including training and education, may be implemented.
- After the investigation is concluded, the City will separately notify the complainant and the respondent(s) of the findings of the investigation. The notification shall not reveal what corrective action, if any, was administered.

B. Confidentiality.

During the complaint process, the confidentiality and privacy of the information received, the individuals involved, and the complainant will be protected to as great a degree as possible, considering the need to conduct an effective investigation and the requirements of law. Thus, the expressed wishes of the complainant for confidentiality will be considered in the context of the City's legal obligation to act on the charge, the ability to conduct an effective investigation, and the right of the respondent(s) to obtain information. These standards for confidentiality and privacy also apply to any notes or documents written by or received by the person(s) conducting the investigation.

C. Duty to Cooperate.

As a condition of employment, all employees, supervisors, and managers shall fully cooperate with investigations. This includes, but is not limited to:

- Answering all questions completely and truthfully.
- Not withholding information or evidence; and
- Not covering up or disposing of evidence.

In addition to being obligated to cooperate with investigations fully, employees are prohibited from interfering with investigations in any way. This includes but is not limited to, contacting (directly or through others) potential witnesses to seek information, influence their statements, or solicit support, and failing to disclose all information known about the incident or event fully. Interference also includes involving, attempting to involve, or influencing individuals who did not participate in or witness the incident or are not otherwise involved in the investigation.

Employee Performance and Discipline.

Purpose of Discipline/Performance Policy.

This discipline/performance policy aims to ensure a consistent process for maintaining suitable behavior and a productive working environment. All employees are expected to always perform to the best of their abilities. If an employee performs at an unsatisfactory level, is the subject of a citizen complaint, violates a policy, or commits an inappropriate act, corrective action may be taken based on the severity of the issue and the employee's disciplinary history.

The City follows a for-cause employment standard, meaning employees who have completed their probationary period shall not be terminated except for just cause. Discipline may range from verbal or written warnings to suspension or termination, depending on the nature and seriousness of the infraction. The City reserves the right to determine the appropriate level of disciplinary action necessary to address violations while ensuring fairness and consistency in enforcing workplace expectations.

Disciplinary/Performance System Framework.

The following framework guides the processes to be taken when an employee violates employment policies or fails to perform their duties adequately.

Informal performance evaluations are conducted continuously during an employee's employment with the City. This allows the City and the employee an opportunity to discuss job responsibilities and performance requirements. It also allows a chance to identify and correct any concerns and to discuss positive, practical approaches for meeting goals. It is strongly recommended that employees discuss any concerns about job performance on an informal, day-to-day basis with their supervisor or department head.

The City will strive to conduct a formal evaluation yearly. Formal evaluations also will be conducted at any time the City deems necessary, such as at the time of transfer into a new position.

Disciplinary Action.

Occasionally, it may become necessary for a supervisor to take disciplinary action when an employee exhibits behavioral problems that affect productivity or fails to perform work assignments as expected. The City will respond to deficient performance and inappropriate employee behavior or conduct to maintain an orderly, safe, and efficient work environment. The City will ensure that employees are treated respectfully during the disciplinary process and will comply with all applicable laws. Forms of discipline include verbal warnings, written warnings, performance improvement plans, temporary or permanent wage reductions, suspensions without pay, demotions, or dismissal. All adverse employment actions must go through Human Resources and the Legal Department to ensure compliance with applicable laws and policies to support the fair treatment of employees.

Setting forth this list of forms of discipline is not intended to, and does not, change the nature of the employment relationship, nor does it entitle the employee to any of the less severe disciplinary options prior to termination. Progressive steps may be implemented to encourage improved performance or attitude but are not required. The City may take any of the disciplinary actions in any order when a supervisor deems an action of the employee to be serious enough to warrant such action. These processes are directory in nature, and minor variations in the processes set forth herein will not affect the validity of any actions taken pursuant to this policy.

The City maintains a structured disciplinary policy to ensure the fair and consistent treatment of all employees. Depending on the severity of the infraction, disciplinary actions may include verbal warnings, written warnings, suspension, demotion, or termination.

- **Verbal Warning**: This is issued for minor infractions or first-time offenses. It is a formal discussion between the supervisor and the employee about the behavior or performance issue.
- **Written Warning**: This is given for more serious infractions or if a verbal warning does not result in improvement. It includes a written record of the issue, the expected changes, and the consequences of failing to improve.
- **Suspension**: This is used for serious infractions or repeated offenses. The employee is temporarily removed from their duties without pay.
- **Demotion**: This is applied when an employee is unable to meet the requirements of their current position but may still contribute effectively at a lower grade.

- **Termination**: Enforced for the most severe infractions or repeated failures to meet performance or behavioral standards.

Disciplinary actions are documented and maintained in the employee's personnel file. The goal of disciplinary action is to correct behavior and support the employee in meeting City standards, ensuring a productive and respectful work environment for all.

Opportunity To Be Heard—Assertions of Unlawful Discrimination, Retaliation, and Name-Clearing Hearing.

The City may offer a name-clearing hearing to employees who suffer adverse action that may harm their reputation or employment prospects. This includes termination or demotion due to unlawful discrimination or retaliation and demotion or termination based on allegations of dishonesty, immorality, or criminal misconduct.

Failure to pursue the opportunity to be heard or name-clearing hearing procedures constitutes a waiver of this opportunity.

Job performance or attitude issues, without allegations of discrimination, retaliation, dishonesty, immorality, or criminal misconduct, will not be heard. A hearing is required only when a statement "stigmatizes" the employee's reputation, with a temporal connection to the termination or demotion, and the employee denies its truth.

The procedure for the opportunity to be heard or name-clearing hearing is as follows:

- An employee can request a name-clearing hearing within fourteen (14) days of their termination or demotion. The request must be delivered to the City's Human Resources Department. The request must state the basis for the hearing. Requests given untimely or that fail to state a legally recognized basis will not be granted. The employee will be promptly notified if the hearing is denied.
- If possible, the employee will receive a summary of stigmatizing charges or allegations made in connection with their termination with a reasonable amount of time to prepare for the hearing.
- The hearing should be scheduled promptly and additional time may be granted if the employee needs more time. A hearing officer shall convene the hearing within thirty (30) calendar days of the request. The City shall designate the hearing officer[3].
- The hearing is informal and will not change any particular employment action. The only purpose of the hearing is to allow an employee to clear their name. The hearing will not exceed two hours unless the City approves otherwise.
- An audio recording of the hearing will be made and stored as part of the personnel record.
- The employee's supervisor must provide a brief written statement in response to the charges involving dishonesty, immorality, or dishonesty. The statement must be shared with the employee, the hearing officer or body. The hearing officer may require the supervisor to participate in the hearing.
- The employee has the right to be represented by a lawyer at their own expense.
- The employee will have an opportunity to present evidence supporting their claims.

[3] A hearing officer conducts a name-clearing hearing and considers information on behalf of the City. They should not be the employee's supervisor or department head, but can be another City employee or independent contractor, including attorneys or individuals with expertise in employment law or human resources.

- The hearing officer or body may ask questions during this process.
- The employee may question participants during this process.
- Procedural rules and evidentiary rules do not apply to this hearing.

Within thirty (30) days of the hearing, the hearing officer will issue a written report summarizing the evidence presented. The decision will be in writing and will include the reasons for the determination. A copy of the report will be mailed to the employee and placed in the employee's personnel file.

The report does not grant any right to continued employment, limit the reasons for termination, specify the duration of employment, or imply that an employee may only be discharged for cause. This disclaimer must be clearly stated in the report.

9. LEAVING CITY EMPLOYMENT.

Voluntary Resignation.

Employees who resign voluntarily must give written notice stating the reason for the resignation to their supervisor at least fourteen (14) working days before the last day of work. If this notice is given, the employee will be considered to have resigned in good standing and may be eligible for rehire on the same terms and conditions as other applicants.

Termination.

The City of Post Falls provides non-probationary employees with limited employment protections. Accordingly, no employee who has successfully completed their probationary period may be terminated without being afforded the following due process appropriate to the circumstances, as outlined below:

Notice of Proposed Termination.

Before any final decision to terminate employment is made, the employee shall receive a written "Notice of Proposed Personnel Action – Termination". This notice will summarize the facts forming the basis for the proposed termination and identify the specific provisions of the Personnel Policy or other rules that the employee is alleged to have violated. It will also inform the employee that they are being placed on administrative leave without pay pending the outcome of the due process procedure. Additionally, the notice shall provide the employee with the opportunity to respond to the proposed action, either in a scheduled pre-termination meeting or through written submission.

Opportunity to Respond.

The employee shall be given an opportunity to respond to the proposed termination either by appearing in person at a scheduled meeting with the City Administrator or their designee, or by submitting a written response by a specified deadline before any final decision is made. This opportunity allows the employee to present any facts, explanations, or mitigating circumstances they wish to have considered. If the employee does not respond by the stated deadline, the City will proceed with a decision based on the information available at that time.

Impartial Decision-Making.

The person making the final decision must be impartial and must consider the facts, any policy violations, and the employee's response, if any, before issuing a final decision.

Final Decision and Notice.

After completing the review, the City shall issue a written Final Notice of Personnel Action. This notice will state the effective date of termination, provide a summary of the rationale supporting the final decision, and confirm that the employee was given the opportunity to respond and that the response process has been concluded.

Employee Separation Through Reduction in Force or Reorganization.

The City may reduce its workforce due to economic changes, community needs, job function changes, reorganization, or other non-performance-based reasons. The provisions of this section do not apply to temporary or casual positions.

The Mayor, City Council, or Department Heads may reorganize departments to match employees' skills, numbers, and abilities with the department's mission, needs, or technology. This may involve eliminating one or more positions or consolidating duties. Department Heads must get approval from the City Administrator for any proposal that would reduce the workforce. When a reduction in force happens, Department Heads may keep employees whose performance, skills, and abilities best match department needs. Employees separated through a reduction in force or reorganization may be eligible for rehire based on the same terms and conditions as other applicants.

Return of Equipment and Deletion of Computer Access.

Employees must return all City property upon separation. Department Heads must notify payroll of appropriate, authorized deductions for the non-return of City property. An employment termination checklist, or alternative acceptable documentation, should be signed by the employee and supervisor and sent to payroll prior to the employee's last day to document the return of or payment for items.

The IT Administrator should be notified before an employee/computer user's separation and should assist the department with disabling computer network access, terminating email and voice mail accounts, and conducting an inventory of all hardware and software for which the terminating employee has been responsible.

Exit Interview, Final Paycheck, and Separation Benefits.

Employees or supervisors shall arrange for an exit interview with Human Resources as close to their last day of employment as practicable. Employees will be advised of any possible benefit costs and options at that time. Final paychecks will reflect all obligations owed by the City and offsets that are the departing employee's responsibility. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act ("COBRA") will be sent to the employee's last known home address.

Obligations Continuing After Termination.

Because Confidential Information and City property belong to the City, employees may not copy any documents, records, files, media, or other resources containing customer information or remove such resources from the premises or control of the City upon, or in anticipation of, separation.

Customer Information: All customers with whom employees work during the course of their employment at the City are customers of the City and not of an individual employee. Employees may not remove or use customer files or information upon or in anticipation of separation.

Non-Solicitation of Customers: Employees may not, upon or in anticipation of separation, directly or indirectly solicit on the employee's behalf or on behalf of any other business enterprise and may not agree to perform or perform services of any type that the City can render for, any person or entity who paid or engaged the City for services, or who received the benefit of the City's services, or with whom the employee had any substantial dealing.

Non-Solicitation of Employees: Employees may not take any action to recruit or assist any other entity in recruiting any other employee who works for, or who is affiliated with, the City upon, or in anticipation of, separation.

10. EMPLOYEE PERSONNEL POLICY ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the Personnel Policy of the City. I understand and agree that it is my responsibility to read and comply with the policies contained within this document and any updates or amendments that may be made.

I understand that the Policy and all other written and oral materials provided to me are intended for informational purposes only. Neither the Personnel Policy, the practices of the City, nor other communications create an employment contract or guarantee of continued employment. I understand that the policies and benefits, both in the Personnel Policy and those communicated to me in any other fashion, are subject to interpretation, review, and change by the City at any time without notice. The City reserves the right to interpret, modify, or revise these policies as necessary to ensure compliance with applicable laws and operational needs.

I further understand that the City follows a for-cause employment standard after completing the probationary period. My employment may only be terminated for cause, except during the probationary period or as otherwise permitted by law. I understand that no representative of the City other than the City Council through formal action has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or to alter the policies outlined in this document.

By signing below, I confirm that I have read and understand the Personnel Policy and agree to abide by its provisions.

_____

Employee's Name in Print

_____

Signature of Employee

_____

Date Signed by Employee

TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Adoption of Updated Surplus Property Disposal Policy

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ITEM AND RECOMMENDED ACTION:
Staff recommends that the City Council adopt the updated Surplus Property Disposal Policy, which was discussed during the April 7, 2026, Council workshop. No presentation is planned for this item.

DISCUSSION:
Staff is requesting final adoption of the updated Surplus Property Disposal Policy. This policy used to be a short section of the procurement policy. Staff felt that having a stand-alone policy would make it easier for staff members to find the policy.

The updated policy establishes three general tiers for disposing of property. Under the policy, surplus property with nominal value or that is valued at less than $10,000 dollars may be disposed of administratively with internal approvals and tracking to ensure compliance with the policy. Additionally, for any property with more than nominal value but worth less than $10,000, an annual report to city council is required to provide an additional level of review. For surplus property valued at more than $10,000, the city council must approve disposing of the property as well as the method of disposal.

In addition to the general disposal tiers, there are also specific provisions to address disposing of fixtures during a public works project, rehoming retired police dogs, and recognizing retiring police officers with their duty weapon and badge.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
April 7, 2026, City Council Workshop.

APPROVED OR DIRECTION GIVEN:
Present policy for final adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The policy will streamline city processes for disposing of surplus property, which will save staff expenses over time.

BUDGET CODE:
N/A

ATTACHMENTS:
1. 2026.01.06 Surplus Property Disposal Policy
2. 2026.03.23 Combined Procurement and Disposal

City of Post Falls
Surplus Property Disposal Policy

Version 2026.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE AND SCOPE

This policy establishes guidelines for the disposition of *Surplus Personal Property* owned by the City of Post Falls, including items tracked in the city's fixed asset tracking system. The purposes of this policy are to efficiently dispose of *Surplus Property* in a transparent manner that maximizes value to the residents of Post Falls and to ensure that *Surplus Property* is timely removed from the city's fixed asset tracking system when disposed of.

This policy applies only to the disposal of *Surplus Personal Property* and *Fixtures* removed from city owned *Real Property.* Disposal of all other surplus *Real Property* is governed by Idaho Code Title 50, Chapter 14.

2) DEFINITIONS

For this policy, the following terms have the following meanings:

Associated Entity means a business or nonprofit agency that the employee, volunteer, or a member of their household is a director, officer, owner, partner, employee, or holder of stock over five thousand dollars ($5,000) or more at fair market value.

Fixture means *Personal Property* that has been attached or affixed to land or a building in a manner that is not readily removable without damaging the structure or land. Examples include, HVAC system components, pumps, piping, lighting fixtures, gazebos, hardscaping, etc.

Nominal Value means either *Surplus Property* with zero market value or the current market value is less than the cost to dispose of the item as determined by the department head or their designee. Items like adding machines, staplers, office chairs, and similar small office equipment are included within this definition.

Personal Property means equipment, vehicles, computers, and other movable property.

Real Property means land and buildings, structures, and other improvements that are permanently affixed to the land.

Retires in Good Standing means a police officer who has met PERSI's requirements to retire and has separated from employment with the city and who, at the time of retirement, was not under investigation or subject to discipline for any violation of any laws, Idaho's law enforcement code of conduct, or any city policies.

Surplus Property means city owned *Personal Property* or *Fixtures* removed from city owned *Real Property* that is no longer needed or where the cost of maintenance, transportation, storage, or other costs related to the *Personal Property* or *Fixture* exceeds the economic or useful life of the property.

3) CITY EMPLOYEES/VOLUNTEERS PROHIBITED FROM PURCHASING OR RECEIVING SURPLUS PROPERTY

Except as otherwise provided in this policy, city employees, volunteers, their immediate family members, or persons acting on their behalf are prohibited from purchasing or receiving *Surplus Property* from the city, including from auction or sealed bid sales of city property. Further, employees and volunteers are prohibited from providing *Surplus Property* to any *Associated Entity*. Employees or volunteers who violate this provision are subject to discipline up to and including termination.

4) NOMINALLY VALUED SURPLUS PROPERTY

a. **Authority to Dispose of Nominally Valued Surplus Property.** Each city department is authorized to dispose of any *Nominally Valued Surplus Property* after determining that the item no longer has any functional value to the city. The department head of each department is authorized to establish protocols for evaluating the value of the *Surplus Property* and to authorize subordinate employees to make the evaluation and process the disposal.

b. **Removal from Asset Tracking System.** After disposing of any *Nominally Valued Surplus Property* with an asset tracking tag the department must submit a completed Fixed Asset Disposal Form to the city's Finance Department so that the *Surplus Property* can be removed from the fixed asset tracking system. The Finance Department will retain the Fixed Asset Disposal Form for the period required by the city's records retention schedule.

c. **Methods of Disposal.** *Nominally Valued Surplus Property* may be disposed of by discarding or recycling the item, donating the item to a charitable organization that qualifies under Section 501(c) or 501(c)(19) of the Internal Revenue Service Codes or to any state or local government agency.

5) SURPLUS PROPERTY VALUED AT $10,000 OR LESS

a. **Authority to Dispose of Surplus Property Valued at $10,000 or Less.** *Surplus Property* with more than a *Nominal Value* but with an estimated value of $10,000 or less may be declared surplus and disposed of administratively.

b. **Approval of Disposition and Removal from Asset Tracking System.** Before disposing of the item, the Department Head responsible for the item must complete a Fixed Asset Disposal Form documenting the item's condition, the reason the city no longer needs it, the item's estimated value, and the proposed manner of disposing of the item. The completed form must be submitted to the Finance Department. The Finance Department will review the item's estimated value and proposed method of disposal to ensure that the

disposal method is consistent with this policy. If the Finance Department determines that the item's estimated value is higher than $10,000, they will seek city council authorization to dispose of the item under Section 6 of this policy. If the Finance Department determines that the estimated value is $10,000 or less, they will remove the item from the fixed asset tracking system. Upon confirmation that the item has been removed from the fixed asset tracking system, the Department Head may authorize the disposal of the item in the approved manner. If for any reason the Department Head determines that the item should be retained following being authorized to dispose of the property, the Department Head must notify the Finance Department so the records concerning that item can be updated.

c. **Methods of Disposal.** The item must be disposed of in a manner that maximizes the value to the city. Disposal options include a public auction, sales, or using the item as a trade-in towards the purchase of a new item. With the approval of city administration, the item may be transferred to a state or local government agency or to a charitable organization that qualifies under Section 501(c) or 501(c)(19) of the Internal Revenue Service Codes that provides services to residents of the city without consideration.

d. **Retention of Disposal Records and Reporting.** The completed Fixed Asset Disposal Form will be retained by the Finance Department for the period required by the city's records retention schedule. The Finance Department will provide an annual report summarizing the items disposed of during the previous year for the information of the city council.

6) SURPLUS PROPERTY VALUED AT MORE THAN $10,000

a. **Authority to Dispose of Surplus Property Valued More than $10,000.** *Surplus Property* with an estimated value of more than $10,000 must be declared surplus by the city council, who will also approve the disposal method.

b. **Requesting Approval of Disposition.** Before requesting city council approval to dispose of the item, the Department Head responsible for the item must complete a Fixed Asset Disposal Form documenting the condition of the item, the reason the city no longer needs it, the item's estimated value, and the proposed manner of disposing of the item. The completed form must be submitted to the Finance Department, which will regularly submit requests to dispose of surplus assets to the city council.

c. **City Council Authorization and Removal from Asset Tracking System.** Upon request, the city council may approve declaring the item surplus and directing the manner of its disposal. Upon city council approval, the Finance Department will remove the item from the fixed asset tracking system, and the department responsible for disposing of the item may dispose of it as directed by the city council.

d. Methods of Disposal. The department responsible for the item should recommend a disposal method to the city council that maximizes value to the city. Disposal options include a public auction, sales, or using the item as a trade-in towards the purchase of a new item. With approval of the city council, the item may be transferred to a state or local government agency or to a charitable organization that qualifies under Section 501(c) or 501(c)(19) of the Internal Revenue Service Codes that provides services to residents of the city without consideration.

e. Retention of Disposal Records and Reporting. The completed Fixed Asset Disposal Form will be retained by the Finance Department for the period contained in the city's records retention schedule.

7) DISPOSAL OF FIXTURES REMOVED FROM CITY BUILDINGS AND FACILITIES

a. Authority to Dispose of Removed Fixtures. Disposal of a removed *Fixture* generally follows the other provisions of this policy based on the value of the fixture. However, when a city department undertakes a public works project that involves removing *Fixtures*, the council's authorization to undertake the project also authorizes removing any *Fixtures* from the asset tracking system and disposing of them. The staff memo seeking authorization for the project must generally indicate the types of *Fixtures* that are anticipated to be removed, based on the project documents, and how the removed *Fixtures* will be disposed of.

b. Removal of Fixtures from Asset Tracking System. At the completion of the public works project, the responsible department must submit a completed Fixed Asset Disposal Form to the city's Finance Department listing the tracked fixed assets that were removed during the project to ensure that the *Fixtures* are removed from the system in a timely manner.

8) DISPOSAL/RETIREMENT OF POLICE CANINES

a. **Request to Retire Police Canine.** When a police canine can no longer perform to a satisfactory standard, or when continuing service is a threat to the canine's health because of age, injury, or illness, the police chief may request the city council transfer ownership of the canine to a current or former employee who has the training to care for a retired police canine who agrees to accept the heightened risks associated with owning a retired police canine. Preference will be given to the canine's current handler. If there are no current or former employees willing to take ownership of the canine, the police chief may offer the canine to another law enforcement agency, or one of its employees, who have the training to care for a retired canine.

b. City Council Authorization and Agreement. Upon request by the police chief, the city council may execute an agreement drafted by the City Attorney transferring ownership of the canine to the handler, another employee, or a former employee who has the training

necessary to care for a police canine. The transfer will include the canine's kennel. The new owner must assume all liability and financial responsibility for caring for the canine.

c. **Transfer of Ownership.** Upon execution of the agreement by both parties, ownership of the canine will be transferred to the new owner, and the canine will be removed from the city's assets.

9) AWARD OF HANDGUN AND BADGE TO RETIRING OFFICERS

Consistent with I.C. 31-830, a police officer who *Retires in Good Standing* after ten (10) years of service with the city will be awarded their handgun and badge upon retirement. The badge and handgun, which will be rendered inoperable, will be affixed to a plaque commemorating the former officer's service to the city.

Procurement and Surplus Property Disposal Policies

April 7, 2026

CITY OF POSTFALLS

Introduction

- Discuss updated procurement and surplus property disposal policies:
  - Procurement purposes:
    - Ensure responsible use of public funds
    - Promote fair and open competition
    - Maintain transparency & accountability
    - Achieve best value for residents
  - Surplus property disposal purposes:
    - Establish consistent procedure for disposing of surplus assets
    - Ensure transparency & accountability
    - Maximize value to residents
    - Maintain accurate city asset records

Surplus Property - Scope

- Applies to:
  - All city owned *Surplus Personal Property*
  - *Fixtures* removed from city properties
- Does not apply to:
  - Disposal of city owned real property
    - Governed by Idaho Code Title 50, Chapter 14

Surplus:	No longer needed or maintenance or other costs exceed economic or useful life of property.
Personal Prop.:	Equipment, vehicles, computers, or other movable property
Fixture:	Personal property attached to land or structure that is not readily removable. Example: HVAC system

Surplus Property – Ethical Considerations

- Employees & family members/representatives prohibited from:
  - Purchasing surplus property – includes auctions/sealed bids
  - Transferring property to an A*ssociated Entity*
- Violations can result in disciplinary action

Associated Entity: Entity where the employee/volunteer or household member is a director, officer, employee etc.

Surplus Property – Categories

- 4 main disposal categories:
  - *Nominal* value property;
  - Property valued at $10,000 or less; and
  - Property valued over $10,000
  - Fixtures

Nominal: Zero market value or disposal cost exceeds value

Surplus Property – Nominal Value

- Department:
  - Determines if asset is surplus & evaluates value
  - Determines best disposal method
    - Discard, recycle, donate to gov’t agency/non-profit
  - Disposes of asset

  - Completes Fixed Asset Disposal form and sends to Finance

- Finance:
  - Removes asset from tracking system
  - Retains form for 4 years

Surplus Property – Property ≤ $10,000

- Department submits disposal form to Finance:
    - Reason for disposing of asset, est. value, proposed disposal method
- Finance:
    - Reviews/approves estimated value & disposal method
    - Removes item from tracking system
- Department disposes of asset as approved
    - Auction, sale, trade-in, donation to gov't agency/non-profit with city admin. approval
- Finance retains disposal form and makes annual report to city council

Surplus Property – Property > $10,000

- Department submits disposal form:
    - Reason for disposing of asset, est. value, proposed disposal method
- Finance seeks city council approval of disposal and disposal method:
    - Auction, sale, trade-in, donation to gov't agency/non-profit with council approval
- Finance removes asset from tracking system and retains form for 4 years
- Department disposes of asset as approved

Surplus Property – Public Works Projects/Fixtures

- Staff memo seeking approval of public works project outlines:
  - Anticipated fixture types to be removed during project
  - Proposed disposal methods
- Council authorization of project approves removing fixtures from asset tracking system
- At project conclusion, Department submits asset disposal form listing all disposed fixtures
- Finance removes listed fixtures from tracking system and retains form for 4 years

Surplus Property – Retired K-9s

- Chief request city council transfer ownership to current/former employee or employee of another PD who can care for dog
  - Preference given to current handler
- Council approves agreement transferring ownership of dog and kennel
  - New owner assumes liability and responsibility to care for dog

Surplus Property – Retiring Officer Recognition

- Police officers who *Retire in Good Standing* after 10 years service to city are given their badge and handgun, rendered inoperable, which are affixed to a commemorative plaque
- Based on I.C. 31-830 that authorizes sheriffs to award handgun to retiring deputies but does not address city police departments

Good Standing: Met PERSI retirement standard and not under investigation/subject to discipline for violation of any law, code of conduct, or policy

Procurement - Scope

- Applies to goods, services, and public works construction
- Includes both professional and general services
- Guided by Idaho Code and city policy
- Separate policies address real property and surplus disposals

Procurement – Guiding Principles

- Fair and open competition
- Transparency in all transactions
- Avoids favoritism and conflicts
- Support local and qualified vendors

Roles & Responsibilities

- Departments manage their own procurements
- Follow policy and seek guidance when needed
- Legal Services provides support
- Finance & Clerk ensure documentation and compliance

Before Any Purchase

- Identify expected cost
- Confirm budget approval
- Verify spending authority
- Clearly define need and scope
- Document justifications for expenditure

Spending Authority

- < $100,000: Department Director authority
- > $100,000: City Council approval required
- All contracts reviewed by Legal Services
- Ensures oversight on larger expenditures

Procurement Methods

- Competitive Bidding
- Request for Proposals (RFP)
- Request for Qualifications (RFQ)
- Method depends on type and complexity

Competitive Bidding

- For goods or services
- Used when price is primary factor
- Award to lowest responsive bidder
- Formal or informal depending on cost estimates
- Promotes fairness and cost control

Requests for Proposals (RFP)

- Used when solutions may vary
- Evaluates approach, experience, and cost
- Best overall value—not just lowest price
- Common for complex services

Requests for Qualifications (RFQ)

- Used for professional services
- Focus on qualifications and expertise
- Price negotiated after selection
- Common for engineering/architecture

Goods or Services - Process

- Identify what is being purchased
- Cost estimate determines level of formality
- Less than $100K: no formal process required by state law (but in the best interest of the city)
- Generally get 3 estimates
- If expenditure is in budget, department director authorized to sign
- Documentation is retained

Goods or Services - Process

- $100K – $250K: city must either 1) solicit bids or 2) use RFP process
- Bids solicited from at least 3 vendors (Semi-formal process)
- Selection made of responsive bid proposing lowest price
- Contract approved by council, executed by Mayor
- RFP – provide instructions for proposals to address the city's need
- Invites solutions to complexities
- Award may not be based only on price
- Contract approved by council, executed by Mayor

Goods or Services - Process

- +$250K: formal bidding process or RFP process
- Formal Bids solicited via advertisement
- Selection made of responsive bid proposing lowest price
- Contract approved by council, executed by Mayor

Professional Design Services* - Process

- City establishes a pre-approved list of providers (using published RFQ process) List is valid for maximum of 5 years
- Utilizing the pre-approved list is encouraged (saves time and resources)
- If list isn't preferred, under $50K may solicit from 3 professionals
- Contract negotiated
- +$50k solicit qualifications using published process
- Selection guided by best qualified response, not price-based

* - Engineering, architectural, landscape architecture, construction management and land surveying

Public Works Construction - Process

- <$100K: no formal requirements. Guided by city's best interests
- $100 - $250K: provide written solicitations to 3 public works contractors
- Must award to lowest bidder, some flexibility in rejecting all bids and going to open market.
- +$250K: formal sealed bidding process, including publication.
  - Option for city to utilize a prequalification round in formal bidding but more onerous.
- Award is to lowest responsive bidder.

Purchasing Thresholds

- < $100,000: Flexible, best value
- $100,000–$250,000: Informal bids or RFP
- > $250,000: Formal bidding or RFP
- Documentation increases with cost

Exceptions & Special Cases

- Emergency purchases
- Sole source vendors
- Cooperative purchasing agreements
- Must be justified and documented

Transparency & Record Keeping

- All procurement is public record
- Departments document decisions
- Contracts and records retained
- Ensures accountability to the public

Policy Modifications

- Restructured existing policy to reduce redundancy and reorganize
- Updated to reflect statutory changes and limits
- Increased department head spending limits to coincide with higher limit statutory procurement requirements
- Cleaned up directions on which processes are utilized
- Updated licensing requirements on public works contracts

Questions?

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chris Gabbert, Deputy City Attorney

SUBJECT: Adoption of Updated Procurement Policy

ITEM AND RECOMMENDED ACTION:
Staff recommends that the City Council adopt the updated Procurement, which was discussed during the April 7, 2026, Council workshop. No presentation is planned for this item.

DISCUSSION:
Staff is requesting final adoption of the updated Procurement Policy. This policy provides needed updates to the City's current purchasing guidance to reflect legislative changes, eliminate redundancies, and provide clearer organization.

The updated policy increases the spending authority thresholds by Department Heads to $100,000 across all types of expenditures to standardize the guidance. It also increases the limits for formal bidding or solicited procurement responses to apply, to reflect higher legislative thresholds. The policy retains the requirements for accountability in contract awards and requires documentation of efforts to ensure best efforts are used to secure necessary goods and services at the most competitive price.

In addition, the updated policy provides clearer explanations and processes for procurement methods, streamlines provisions containing exceptions, and reorganizes provisions addressing public works construction and licensing requirements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
April 7, 2026, City Council Workshop.

APPROVED OR DIRECTION GIVEN:
Present policy for final adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The policy will clarify city processes addressing procurement and reducing council and staff time for purchases under the threshold amounts.

BUDGET CODE:

ATTACHMENTS:
1. 2026.5.11 Draft Purchasing Policy clean

City of Post Falls
Procurement Policy

Version 2026.1

Approved by Post Falls City Council

Date: _____

PERSONAL PROPERTY PROCUREMENT

1. INTRODUCTION AND PURPOSE

1.1 Purpose: This policy outlines the rules and processes that city employees must follow when purchasing goods, services, and contracting for Public Works construction. The policy is based on the requirements of Idaho state law and best procurement practices, developed from the city's past experiences. By outlining clear responsibilities and procedures, this policy aims to maintain fiscal responsibility, promote fair competition, and ensure the city's interests are best served in every transaction.

1.2 Scope: This policy applies to the procurement of all goods, services, and public works contracts. While the policy sets out minimum thresholds and procedures for various types of procurement, it also provides guidance for exceptions to general procurement and outlines alternative methods such as requests for proposals (RFPs) and qualifications (RFQs). The acquisition and disposal of Real Property and the disposal of Personal Property are addressed in separate policies.

1.3 Principles of Procurement: Purchasing goods and services in the public sector directly impacts taxpayers. Every purchase made by city employees is subject to public oversight. To ensure transparency, the city upholds principles of fair and open competition in all procurement activities.

This policy is designed to encourage competitive bidding that delivers sound value, prevents favoritism and profiteering, and supports local economies by providing equal opportunities for businesses to compete for government contracts. While the city adheres to the purchasing requirements set forth in Idaho Code, this policy imposes stricter or more stringent standards where necessary. In such cases, the city will follow the provisions of this policy.

2. ADMINISTRATIVE PROVISIONS

2.1 Roles and Responsibilities: The employee managing the procurement for the city has the responsibility to familiarize themselves with the requirements of this policy and to determine which process, if any, governs the procurement. Any questions as to which process is required should be directed to their department supervisor or Legal Services.

2.2 Procurement Process Overview: The type of item or service being purchased and the anticipated cost guides the procurement process. Goods and services follow different procedures and there is a distinction between "Professional Services" and "General Services" in how they are acquired.

Before starting any procurement process, employees must:

- Review the current approved budget to verify that the purchase is included.
- Determine who has the authority to make the purchase.
- Clearly define the intended purchase to provide justification for the expenditure.

2.3 Administrative Exceptions: The City Administrator is authorized to make exceptions to this policy when the need arises to advance the best interest of the city, provided that such exceptions do not serve for convenience and do not contradict the minimum procurement requirements of Idaho Code. Any exceptions must be in writing and include a brief explanation.

2.4 Non-Budgeted Procurement: If the contemplated procurement is not in the department's current appropriated budget, the department must first seek the Finance Director's review and approval. The department must justify why the procurement is necessary within the current fiscal year. Additionally, the department needs to identify potential funding sources within its existing budget to cover the procurement, which may include reallocating funds from other budget lines. If the proposed purchase cannot be funded from the department's current budget but can be funded from other sources in the currently appropriated budget, the City Administrator may approve the purchase. If the proposed purchase cannot be funded from the currently appropriated budget, the City Council must address and amend the budget. Following approval, the department may proceed with the purchase as outlined in this policy.

3. SPENDING LIMIT AUTHORITY

3.1 Spending Limit Authority: For all expenditures (goods, services, professional design services and public works construction) anticipated at less than $100,000.00, if the procurement has been approved in the department's currently appropriated budget, the department's Director is authorized to execute the agreement on behalf of the city following review by Legal Services. For all expenditures exceeding $100,000, council approval is required.

4. GENERAL PROCUREMENT GUIDELINES

4.1 Procurement Methods: There are several different methods of procurement that may be available in considering the acquisition of goods or service. They include RFP's, RFQ's and Competitive Bidding.

4.1.1 Requests for Proposals (RFP). An RFP may be used when procuring goods or services that require flexibility or creative problem-solving, or when fixed specifications might limit cost-effective solutions. It is typically used where the lowest cost is not to be the sole determining factor in an award and is permitted under Idaho Code § 67-2806A. RFP's are permitted as an alternative to the Competitive Bidding process and is most applicable when a specific problem invites multiple solutions.

4.1.2 Requests for Qualifications (RFQ). An RFQ is used to evaluate the qualifications of potential service providers, particularly for professional design services such as engineering, architecture and construction management. An award under an RFQ is based on the qualifications of the submitting parties and price is not considered in the initial evaluation.

4.1.3 Competitive Bidding. A process for soliciting bids for goods or services where the award is made to the lowest responsive bidder satisfying the bidding criteria. The level of formality for the Competitive Bidding process is based on the expected cost.

4.2 Budgeting and Approval Process: Before beginning, employees should review the current approved budget to confirm that the acquisition has been budgeted for and confirm who has the authority to execute the purchase. It is essential to have a clear description of the purchase and to provide support for the need of the expenditure. The employee should use best efforts to document the process utilized showing cost investigations and selection.

5. THRESHOLD-BASED PURCHASING RULES – GOODS OR GENERAL SERVICES

The city's purchasing processes are governed by the expected cost and the type of goods or services being procured. This section outlines the rules and procedures for each cost-threshold category.

5.1 Purchases Less than $100,000: For goods or general services costing less than $100,000 a formal procurement process is not required pursuant to Idaho Code section 67-2803. The purchase may be made from any vendor that provides the best value to the city. Purchase documents, including Fixed Asset Acquisition Forms, Invoices and/or Purchase Orders (as applicable) must be provided to the Finance Department and the City Clerk and purchases on an open contract must include a reference the original contract on the invoice. Purchase documents should be retained as outlined in Section 9 of this Policy.

5.2 Purchases Between $100,000 and $250,000: For purchases of goods or general services in this range, departments must either solicit bids pursuant to Idaho Code section 67-2806(1) or use the Request for Proposal ("RFP"), process outlined in Idaho Code section 67-2806(A).

When soliciting bids, a reasonably clear written solicitation for bids must be provided to at least three vendors. The solicitation must be delivered either electronically or in person. The vendors must be given at least three days to respond. The city must accept the responsive bid proposing the lowest price. In case of any uncertainty, all bids may be rejected after consultation with the Legal Services. If three bids cannot be obtained, the department must document steps taken to obtain three bids and the reasons why three responses could not be obtained. The bid results, including documentation of the efforts to obtain responsive bids, must be forwarded to the City Clerk for retention. The original

contract, signed by the vendor, or the purchase order request must be provided to the City Clerk with a staff memo explaining the reason for the procurement and the reason for the selection for consideration by the City Council. The contract must be approved by the City Council and be signed by the Mayor. The department's Director may execute purchase orders for Council-approved procurements.

Alternatively, a department may utilize a Request for Proposal which identifies the problem or need in general terms and requests a written response from vendors. Price may be considered when evaluating proposals but is generally not the predominant basis for a contract award. The RFP should be written so potential contractors understand the problem they are being asked to address. Any limits or conditions that apply to the proposal should also be included. The RFP must state any evaluation factors and their relative importance by which the proposal will be evaluated. The RFP must also provide instructions for the process of consideration, the scope or work for services contemplated, the selection criteria, contract terms, and the scoring methodology applying relative weights to factors considered. The RFP may be advertised or provided to selected contractors depending on the city's needs. The contractor providing the best solution to the problem at a reasonable cost should be selected. As with a contract derived from a written solicitation, the original contract, signed by the vendor, or the purchase order request must be provided to the city clerk with a staff memo explaining the reason for the procurement and the reason for the vendor's selection for consideration by the City Council. The contract must be approved by the City Council and be signed by the Mayor. The department's Director may execute purchase orders for Council-approved procurements.

5.3 Purchases Over $250,000: For purchases of goods or general services expected to exceed $250,000, departments must either use either the formal competitive bidding process under Idaho Code section 67-2806(2) or the RFP process (as described above).

The competitive sealed bid process requires the selection of the qualified bidder submitting the lowest bid in compliance with the bidding procedures. Bid security of 5% is required and the City Clerk must publish two notices of the bid in the newspaper. All bids may be rejected after consultation with Legal Services. Specific questions about the solicitation process should be discussed with Legal Services and coordinated with the City Clerk. The contract must be provided to the City Clerk along with a staff memo explaining the reason for the purchase and the vendor's selection for consideration by the City Council. The Mayor must sign the contract or purchase order following City Council approval. All bidding documents including correspondence, evaluation, awards and investigation of cost and performance data must be retained by the acquiring department in accordance with the city's record retention policy.

6. PERSONAL/PROFESSIONAL SERVICES

6.1 Personal/Professional Service Contracts: Personal and professional services are those which provide specialized professional or consultive expertise to the city. The

acquisition and award of such personal and professional service contracts should use the same processes as for design professional services contained in Section 9.

6.2 Publication Requirements for Personal Service Contracts: The city must publish the parties to the contract, the amount, and a summary purpose of all personal service contracts exceeding $30,000.00 within fifteen (15) days of entering into an agreement. The department must coordinate with the City Clerk and/or Legal Services after a personal service agreement is executed to ensure compliance with Idaho Code § 67-2810.

7. EXCLUSIONS

Idaho law provides several exceptions to ordinary purchasing rules. Generally, if an exception applies, the department may use the exception and make the purchase recognizing spending limit authority. If a department has a question about whether an exception applies, they should consult with Legal Services.

7.1 Emergency Expenditures: Idaho Code section 67-2808 exempts "emergency expenditures" from formal purchasing requirements. In the event of an emergency that requires immediate expenditures, the department should immediately inform Administration and Legal Services so that an emergency meeting can be scheduled with City Council.

7.2 State Lists, "Piggy-Backing" and Cooperative Purchasing Agreements.: Idaho Code section 67-2803 allows for the purchase of goods and services through existing bid contracts previously awarded to other local, state and federal political subdivisions. It also permits the city to participate in cooperative purchasing agreements. Use of cooperative purchasing agreements are restricted to contracts less than eighteen (18) months in age unless shown to be cost-effective to the city, to avoid continued reliance on outdated contracts. If the department wants to utilize existing awarded contracts, the department must coordinate with Legal Services and the City Clerk.

7.3 Sole Source: Idaho Code section 67-2808 exempts "sole source" expenditures if a determination is made by City Council that there is only one (1) vendor for the public works construction, services or personal property reasonably available. The department should consult with Legal Services with questions as to the applicability

7.4 Additional exemptions: Idaho Code section 67-2803 identifies additional exemptions from procurement requirements, including purchases of interests in real property, insurance, used personal property, travel and training, and repair of heavy equipment. The department should consult with Legal Services with questions as to the applicability of any exemptions.

8. SPECIAL PURCHASES

The following are several special circumstances/exceptions which require additional information or processes.

8.1 Leases: Leases of personal property are treated in the same manner as a purchase and are subject to the same procedures.

8.2 Vehicles: Idaho Code section 49-1601 requires that vehicles, other than those titled in the name of the seller, be purchased from state licensed motor vehicle dealers. Fire trucks, fire engines, urban transit buses, ambulances, street sweepers and hazardous material response vehicles are exempt. Vehicle purchases remain subject to other procurement requirements.

8.3 Food Services and Vending Machines: Idaho Code section 67-6903 requires that all food service facilities and vending machines that dispense food in city buildings must be first offered, in good faith, to non-profit organizations representing persons with disabilities. Prior to awarding a contract for a food service facility at a city-owned building, the department involved must work with Legal Services to develop a solicitation that ensures that the city complies with state law.

8.4. Purchasing Products from Rehabilitation Facilities: Idaho Code section 67-2319 authorizes acquiring goods or services from rehabilitation facilities for people with disabilities without advertising or calling for bids. If the department determines that purchasing from a rehabilitation facility provides value to the city, it should consult with Legal Services to determine applicability.

8.5 Bulk Purchases: When purchasing bulk-use items such as fuel, chemicals, and office supplies, the department must comply with the provisions of this policy based on the anticipated price throughout the life of the contract. Bulk purchasing contracts should generally be awarded based on a competitive process every three to five years. The City Administrator may authorize extensions of existing bulk procurement contracts for longer if the department making the purchase shows that it is in the city's best interest to extend the contract and the potential extension was contemplated in the original solicitation. Invoices for ongoing purchases under an open contract must be submitted with bills to the City Council.

9. PROFESSIONAL DESIGN SERVICE CONTRACTS

This section addresses hiring specific professional design services (engineering, architectural, landscape architecture, construction management and land surveying services). The department should also consider if an alternative process is available and preferable for their specific procurement. Purchasing these services is governed by Idaho Code section 67-2320 and an award

is based on qualifications and demonstrated competence rather than cost. Department spending limit authority in Section 3 applies to professional service contract awards.

7.1. Pre-Approved List: The city regularly establishes a pre-approved list of qualified contractors providing services. Hiring from the pre-approved list is strongly encouraged as it saves time and resources while ensuring that the selected contractor is qualified. When hiring from the list, the employee managing the procurement may select any of the prequalified contactors based on the employee's evaluation of who is best qualified to timely complete the project. After negotiating a service agreement with the selected contractor and in consultation with Legal Services, the department may complete the procurement using the same approval process within the regular spending authority limits.

To establish the pre-approved contractor's list, a request for qualifications must be published by the City Clerk in the City's official newspaper at least twice with the first notice published at least two weeks before the submittal deadline as required by Idaho Code Section 67-2320(2)(h). The notice must indicate the areas of services for which qualification statements are desired and the term for which the pre-approved contractor's list will be in place. A committee of employees who regularly procure the services of engineering, architectural, landscape architecture, construction management and land surveying services will review the statements of qualifications and prepare a resolution for the City Council to approve the pre-approved contractor's list. A copy of the list will be kept on file in the City Clerk's office.

7.2. Professional Design Services less than $50,000: If it is in the city's best interest to individually solicit specific professional services rather than select from a preapproved list, the department should first establish guidelines for the procurement based on the qualifications needed to complete the work (excluding price) successfully. Qualifications should be solicited from at least three qualified professionals. The solicitation should include a reasonably clear statement of the work, the basis of selection, and the deadline for submitting qualification responses. Requesting information regarding the person or firm's rates, overhead, or multipliers with the original solicitation is discouraged because that information cannot be considered when determining which design professional is best qualified to complete the work and may taint the selection process. The contacted professionals should be given a reasonable time to respond, given the complexity of the work.

If proposals cannot be obtained from three professionals, the city must document the steps taken to solicit three proposals and identify why they could not be obtained. The documentation of the efforts to obtain three proposals must be retained in the project file for the period specified in the city's record retention manual.

The person or firm that best meets the selection criteria should be selected to complete the work. If the contemplated procurement has been approved in the department's currently appropriated budget, the department's Director is authorized to execute the professional service agreement on behalf of the city following review by Legal Services. The original

service agreement must be provided to the City Clerk, and a copy provided to the Finance Department. Specific questions regarding the procurement should be discussed with Legal Services.

7.2. Professional Design Services between $50,000 and $100,000: If it is in the city's best interest to individually solicit for a professional (rather than hire from the city's prequalified professionals list), the department should first establish guidelines for the procurement based on the qualifications needed to successfully complete the work (excluding price) and develop scoring criteria for ranking professionals as required by Idaho Code Section 67-2320(2). Requesting information regarding the person or firm's rates, overhead, or multipliers with the original solicitation is discouraged because that information cannot be considered when determining which design professional is best qualified to complete the work and may taint the selection process. The solicitation should include a reasonably clear statement of the work, the basis of selection, scoring criteria, and the deadline for submitting qualification submittals. Design professionals should be given a reasonable time to respond given the complexity of the work, but in no event less than fourteen (14) days.

The solicitation of qualifications must be provided to the City Clerk, who will publish a notice in the newspaper. The notice inviting a statement of qualifications must be published in the newspaper at least twice, with the first notice being published at least two weeks before the submittal deadline as required by Idaho Code Section 67-2320(2)(h) and Idaho Code Section 67-2805(2)(a)(1).

After the submittal deadline, the qualification submittals must be reviewed, and the professionals must be ranked based on the scoring criteria in the request for qualifications. The review of qualifications may also include an interview process if the interview process was outlined in the request for qualifications. Numerical or objective rating systems are strongly encouraged. Once the evaluation/selection process is in progress, there should be no communication with the responding professionals regarding the selection outcome until the negotiation is completed and the contract signed. The responses to the request and the scoring sheets used to rank the responders are presumed to be public records once the contract is approved and should be treated accordingly and retained in accordance with the city's records retention policy.

Once the most qualified professional has been selected, the department should negotiate a professional service agreement at a price determined to be reasonable and fair to the public after considering the estimated value, the scope, the complexity, and the nature of the services. If unable to negotiate a contract with the highest-ranked design professional, the city may negotiate with other responding design professionals based on their ranking until an acceptable agreement is reached.

If the contemplated procurement has been approved in the department's currently appropriated budget, the department's Director is authorized to execute the service agreement on behalf of the city following review by Legal Services. The original

professional service agreement must be provided to the City Clerk and a copy provided to the Finance Department. Specific questions regarding the procurement should be discussed with Legal Services.

7.3. Professional Design Services over $100,000: Procurement of professional services estimated to cost over $100,000 follows the same process as above, except that the service agreement must be approved by the City Council. Once a service agreement has been reached and following review by Legal Services, the original contract must be provided to the City Clerk along with a staff memo explaining the reason for the procurement and the reason for the professional's selection for approval on the Consent Agenda. The agreement must be signed by the Mayor.

7.4. Associated or Phased Projects: When the city has previously awarded a professional design services agreement for an associated or phased project, the employee in charge of the project may elect to negotiate an extended or new professional services agreement when the employee determines it is in the best interest of the city to do so as authorized by Idaho Code Section 67-2320(4). The employee should consider the quality of services rendered by the professional contractor to date, the working relationship between the professional contractor and city staff, whether knowledge and experience gained by the professional contractor on the associated/phased project will add value to the new project, and the time and resources necessary to solicit a new professional contractor and to prepare the new professional contractor to provide the required services. If the employee determines it is in the city's best interest to retain the professional contractor for the associated/phased project the employee should negotiate a new or amended professional service agreement with the professional contractor and complete the procurement using the same contract approval process that would ordinarily be required based on the anticipated extended cost.

8. PUBLIC WORKS CONSTRUCTION

Public Works construction is defined in Idaho Code section 54-1901 and generally encompasses anything that once constructed the public will go on, in, over, upon, though, or that is attached to or within the ground, regardless of cost. If there is any doubt as to whether a project falls under Public Works procurement requirements, departments should follow the stricter procedure and consult with Legal Services. There is no penalty for going through the process of public works procurement if it is not required, however problems can arise if the process is not followed when it should have been.

Department spending limit authority as identified in Section 3 applies to professional service contract awards.

8.1. Public Works Contracts Less Than $100,000: For public works projects costing less than $100,000, a formal bidding process is not required. Departments have flexibility in selecting contractors while ensuring that the purchase aligns with the city's best interests.

8.1.1 Licensing Requirements: Idaho does not require a public works license for projects costing less than $100,000.

8.2. Public Works Contracts between $100,000 and $250,000: For public works projects costing between $100,000 and $250,000, the city generally must follow an informal solicitation for bids process under Idaho Code section 67-2805(1). It requires:

i. Written specifications in enough detail to allow an experienced public works contractor to understand the construction project;
ii. The solicitation must be supplied to at least three (3) owner-designated licensed public works contractors;
iii. The solicitation must describe the responding party's deadlines (not less than three days) and obligations;
iv. The city is not required to award the bid to any contractor, however if the contract is awarded it must be awarded to the low bidder. The city may also reject all bids and start the process again.
v. If the city finds it is impractical to obtain three bids, it may acquire the work in any manner deemed best from a qualified public works contractor quoting the lowest price. In such case, the city must describe the efforts used to obtain at least three bids and maintain such documentation for at least six months.
vi. The original contract must be provided to the city clerk along with a staff memo explaining the reason for the procurement and the reason for the contractor's selection for approval. After receipt of this information the clerk will place the item on the City Council Agenda. The contract must be approved by the Council and signed by the Mayor.

8.2.1 Licensing Requirements: Idaho requires public works licenses for projects over $100,000 with the appropriate licensure level determined by the amount of the contract.

8.3. Public Works Contracts Greater Than $250,000: For public works projects exceeding $250,000, the city must generally follow a formal competitive bidding process under Idaho Code section 67-2805(2). The formal bidding process requires most of the same steps as the informal process with the addition of a requirement that the notices be published in the city's official newspaper. There are two types of formal bidding options available. Category A is where specifications are prepared and then advertised in the paper and the lowest bidder is awarded the contract. Category B uses a two-step prequalification process which only allows pre-qualified contractors to submit bids, and the bid is awarded to the lowest bid from those prequalified contractors. For either category, Idaho requires public works license at the licensure level based on the amount of the contract.

8.3.1 Category "A": Competitive bidding is open to any licensed public works contractor desiring to bid. In awarding a Category "A" bid, the city may only consider the amount bid, a bidder's compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license. This process requires:

1. Written specifications (see above);
2. That the public works contractor be licensed at the time he/she submits a bid, subject to federal funding exception;
3. Licensed Subcontractors that must be listed in the bid are:
    a) HVAC (heating, ventilation and air conditioning); and
    b) Plumbing; and
    c) Electrical.
4. Publishing two notices soliciting bids in the city's official newspaper at least seven (7) and fourteen (14) days before the date for opening bids, setting forth the date and time for the public opening of bids. The notice must be submitted to the city clerk who will oversee the publication;
5. Providing of a bid bond of at least 5% of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. The bid security may be any of the following:
    a) cash
    b) cashier's check made payable to the city;
    c) certified check made payable to the city;
    d) bidder's bond executed by a qualified surety company, made payable to the city.
6. Written objections to the specifications or bidding procedures must be received by the Clerk at least three (3) days before the date and time bids are scheduled to be opened;
7. The contract is awarded to the lowest responsive bidder.
    a) A responsive bidder is one who has complied with the requirements set forth above (i.e. a licensed contractor who has listed all licensed subcontractors, posted applicable bonds, and responded to the solicitation in the manner requested).
    b) The city may also reject all bids and go through the process again or may make a finding that it is more economical to purchase on the open market after consultation with Legal Services.

8. Bids cannot be withdrawn after the date and time set in the notice for the opening of the bids. Once received, the sealed bids shall be opened by the city clerk in public at a designated time and place and thereafter submitted to the department head for review. The original contract must be provided to the city clerk along with a staff memo explaining the reason for the procurement and the reason for the contractor's selection for approval. After receipt of this information the clerk will place the item on the City Council Agenda. The contract must be approved by the Council and signed by the Mayor.

9. If the successful bidder fails to execute the contract, the amount of the bidder's security may be forfeited to the city and the proceeds shall be deposited in a designated fund and used to procure alternative services from another bidder.

10. If the bid is awarded to the next lowest bidder, the bidder's security shall be applied to the difference between lowest bidder and next lowest bidder's prices, and any remaining shall be returned, less administrative costs.

11. If the city decides to award a competitively bid contract involving the procurement of Public Works construction to a bidder other than the apparent low bidder, then it must declare its reasons for doing so on the record and shall communicate such reasons in writing to all persons who have submitted a competing bid (*see* Idaho Code section 67-2508(2)(a)(ix));

12. After the bid is awarded, but before the contract is entered, payment and performance bonds of at least 85% each; i.e., payment bond must be 85% of bid and the performance bond must be 85% of the bid (*see* Idaho Code section 54-1926), must be provided to the city.

8.3.2 Category "B": Competitive bidding is open to only those licensed public works contractors which have met preliminary supplemental qualifications established by the City.

1. The solicitation for bids in category B procurement consists of two stages (*see* Idaho Code section 67-2805(2)(b)):

   a) The first stage is where a determination is made as to whether interested licensed prime and/or specialty contractors meet the pre-qualifications established for the project, and

   b) The second stage is where bids are accepted only from prequalified contractors.

2. Prequalification:

   a) Notice of the prequalification stage must be given in the same manner that notice of competitive bidding is provided for a category A formal bid request.

b) The notice must provide a specific date and time by which qualifications statements must be received and the standards for evaluating the qualifications of prospective bidders, including the review body.

c) Prequalification standards may include:

(1) Demonstrated technical competence;

(2) Experience constructing similar facilities;

(3) Prior experience with the city;

(4) Available nonfinancial resources, equipment and personnel as they relate to the subject project; and

(5) Overall performance history based upon a contractor's entire body of work.

d) Licensed contractors desiring to be prequalified must submit a written response to the city's request for qualifications.

e) Written objections to pre-qualification procedures must be received at least three business days before the due date.

f) After a review of qualification submittals, the City determines which licensed contractors meet the prequalification standards.

g) If the City determines that a contractor has failed to meet the prequalification standards, the City must provide a written statement of the reasons for the determination.

h) An appeal process is available to any licensed contractor that fails the prequalification stage.

3. Bidding:

a) After the completion of the prequalification stage, the bidding stage proceeds in the same manner as in Category "A" procurement, except that bids may only be submitted by pre-qualified bidders and must be presented and delivered under sealed cover. Advertising in the paper is not required.

b) The contract is awarded to the qualified bidder submitting the lowest responsive bid.

c) The City may also reject all bids and go through the process again or may make a finding that it is more economical to purchase on the open market after consultation with Legal Services.

d) If no bids are received the City may make the expenditure without further competitive bidding process.

8.4. Design-Build and Construction Manager/General Contractor ("CM/GC") Contracts: Design-Build and CM/GC delivery methods are permitted and may be utilized by the city for Public Works construction in lieu of the typical Design, Bid, Build, method outlined above. If either a Design-Build or CM/GC solicitation is contemplated, the department must coordinate with Legal Services regarding the process.

9. RECORD KEEPING AND TRANSPARENCY

All procurement-related records are public records under Idaho law and must be maintained in accordance with the City's record retention policy. Each department initiating a purchase is responsible for documenting the process as it occurs, submitting copies of contracts, purchase orders and supporting memos to the City Clerk and Finance Department and retaining records for the required timeframes. Records to be retained include all correspondence and investigation of cost and performance data.

CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Prairie Avenue Annexation (ANNX-25-5)

ITEM AND RECOMMENDED ACTION:
This agenda item is a continued public hearing on a request to annex an approximately 20-acre parcel located north of Prairie Avenue 1/3 of a mile east of the Greensferry Road and Prairie Avenue intersection and the related annexation agreement. This matter was heard on March 17, 2026, and the council continued the hearing to allow staff to work with the applicant to identify an acceptable zoning district that is more consistent with the surrounding area and to address potential access and traffic concerns in the area. These concerns have been addressed by changing the requested zone to Residential Mixed (RM) and adding a condition to the annexation and development agreement to address site access. The purpose of this continued hearing is to take public testimony on these changes and for the city council to evaluate whether the approval criteria have been met.

DISCUSSION:
The applicant, Lake City Engineering, Inc. on behalf of Copper Basin Construction, Inc. is requesting the City Council annex an approximately 20 acre parcel, located at approximately 1/3 of a mile east of the intersection of North Greensferry Road and West Prairie 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:
March 17, 2026 public hearing.

APPROVED OR DIRECTION GIVEN:
The City Council continued deliberations until a Development Agreement addressing the concerns raised at that hearing could be reached.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

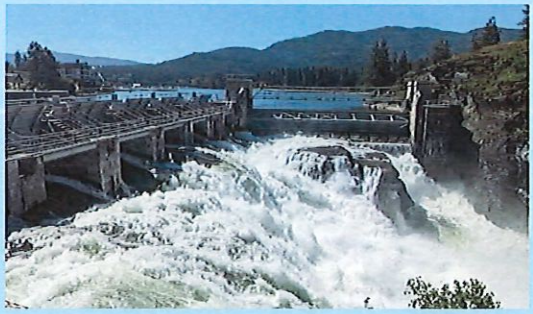
BUDGET CODE:
N/A

ATTACHMENTS:
1. Prairie Avenue Annexation Powerpoint
2. Prairie Avenue Annexation CC May Redacted Staff Report
3. Updated Prairie Annexation Development Agreement (1)
4. Exhibit PA-7 BPA Comments_Prairie Ave ANNX-25-5
5. Exhibit PA-8 DEQ Comments_Prairie Ave ANNX-25-5
6. Exhibit PA-9 Phillips 66_Prairie Ave ANNX-25-5
7. Exhibit PA-10 PFHD Comments_Prairie Ave ANNX-25-5

Prairie Avenue Annexation

ANNX-25-5

May 19, 2026



CITY OF POST FALLS

Jon Manley – Planning Manager

1

OWNERS: Copper Basin Construction

APPLICANT: Lake City Engineering

REQUESTED ACTIONS:

- **Annexation:** Applicant is requesting the City Council to approve a request to annex approximately 20-acres with Residential Mixed (RM) zoning as part of an annexation request into the City of Post Falls
  - Development Agreement in Staff Report

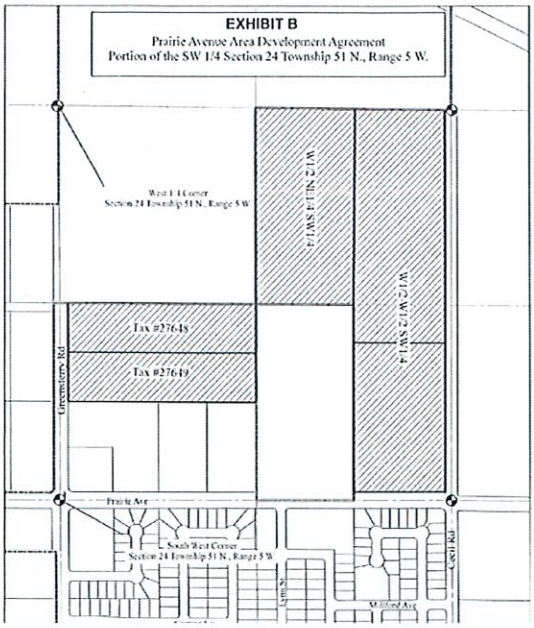
Prairie Avenue

CITY OF POST FALLS

2

Key Condition:

- Roadway Connectivity: No internal roadway shall provide a connection to parcels P-0000-024-5000, P-0000-024-5330, P-0000-024-6600, P-0000-024-6070, and P-0000-024-6220 as depicted in Exhibit B, until said parcels have provided an improved connection to either Greenferry Road or Prairie Avenue. The purpose of this condition is to discourage reliance on the future "access-restricted" Lynn Street connection as a primary access point to Prairie Avenue for development beyond the scope of this project.



Development Agreement

CITY OF POST FALLS

3

June 18, 2019: Acuff Annexation File No. ANNX-0001-2019
Requested High Density MF (R-3) – Denied

March 10, 2021: Tullamore Vista File No. ANNX-0007-2020
Requested Residential Mixed (RM) - Denied

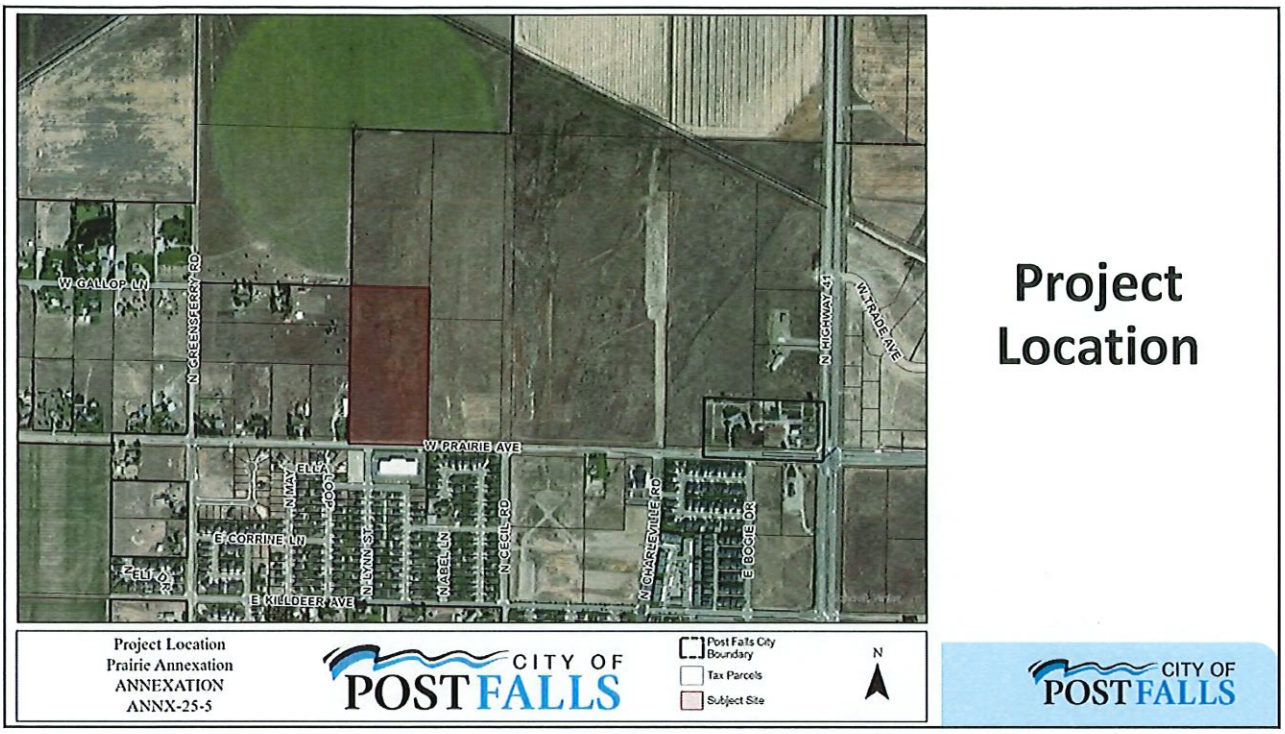
October 10, 2023: Copper Basin Prairie Annexation File No. ANNX-23-3
Mix of R3 and Community Commercial Services (CCS) - Denied

March 17, 2026: Prairie Annexation File No. ANNX-25-5
Requested Single Family Residential (R-1) – Move to sort access and zoning

History

CITY OF POST FALLS

4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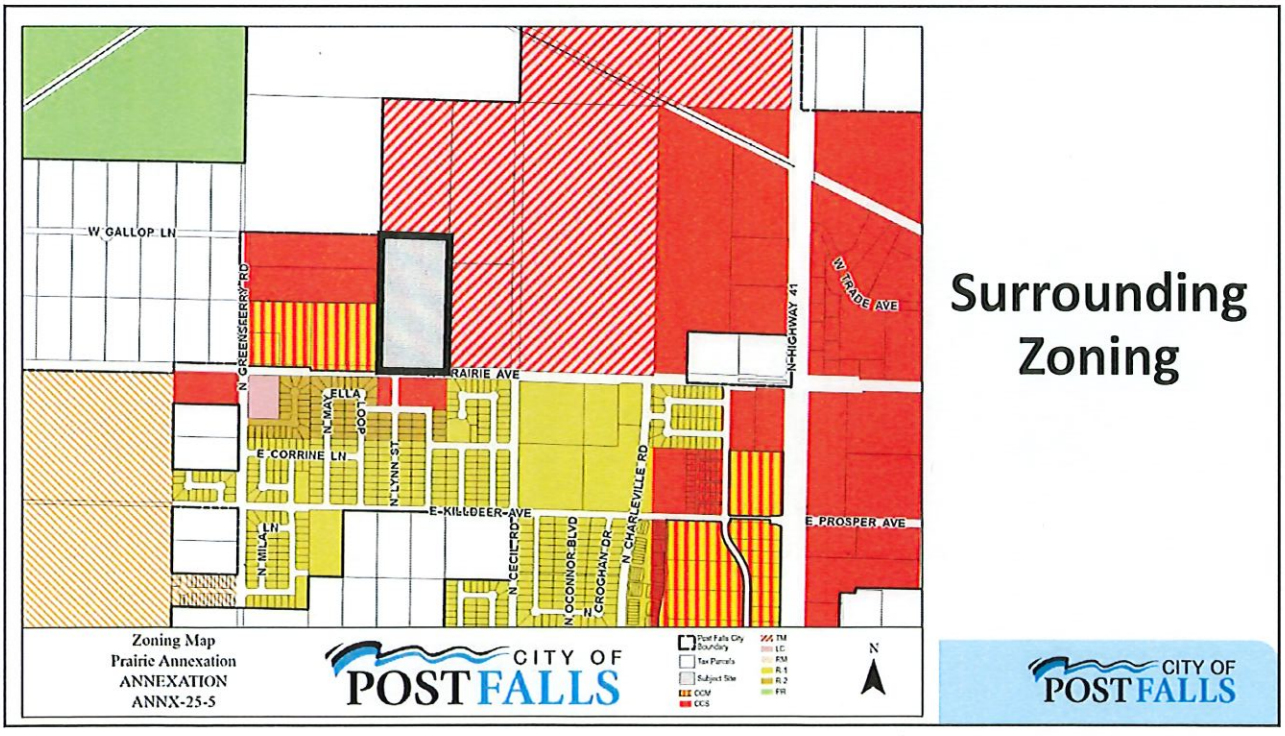
W TRADE AVE
E CORRINE LN
E KILLDEER AVE
N CECIL RD
N CHARLEVILLE RD
E BOCHE DR
Project Location
Prairie Annexation
ANNEXATION
ANNX-25-5
CITY OF POST FALLS
Post Falls City Boundary
Tax Parcels
Subject Site
N
Project Location
CITY OF POST FALLS

5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N CHARLEVILLE RD
Zoning Map
Prairie Annexation
ANNEXATION
ANNX-25-5
CITY OF POST FALLS
Post Falls City Boundary
Tax Parcels
Subject Site
CCM
CCS
TM
LC
RM
R-1
R-2
FR
N
Surrounding Zoning
CITY OF POST FALLS

6

Land Use & Site

- The site is undeveloped
- Over the Rathdrum Prairie Aquifer

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

Water

- Ross Point Water District

Traffic

- Prairie Avenue is a Principal Arterial and Critical Arterial Corridor
- Additional rights-of-way and easement would need to be provided as part of annexation and road widening at the time of development

Additional Information

CITY OF POST FALLS

7

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?

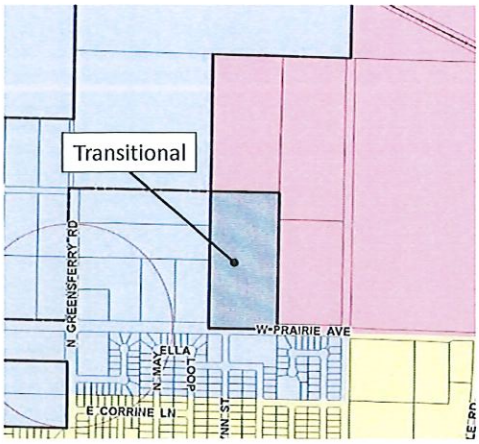
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Zone Change Review Criteria

CITY OF POST FALLS

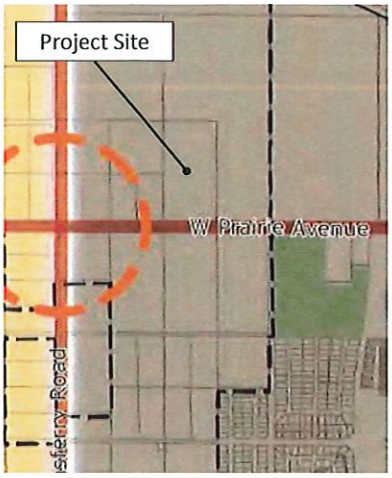
8

Future Land Use Designation



Implementing Zoning District - Per Focus Area

41 North Focus Area



Future Land Use Designation/Focus Area

CITY OF POST FALLS

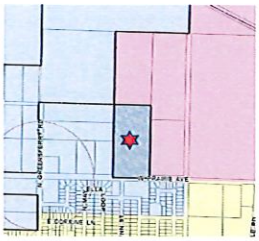
9

Zoning/Surrounding Area

CITY OF POST FALLS

10

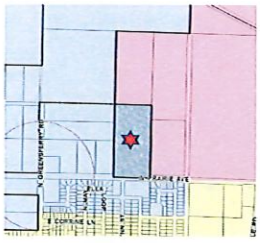
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Transitional *This category is suitable for growth with guidance from the Focus Area.*	41 North The Highway 41 corridor to rival Seltice with retail, mixed-use residential, and services. 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.	[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health	[P.02]: Apply or revise zoning designations with careful consideration of factors including: **Future land use mapping; Compatibility with surrounding land uses; Infrastructure and service plans; Existing and future traffic patterns; Goals and policies of the comprehensive plan, related master plan and/or facility plans.**

CITY OF POST FALLS

11

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Transitional *This category is suitable for growth with guidance from the Focus Area.*	41 North The Highway 41 corridor to rival Seltice with retail, mixed-use residential, and services. 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.	[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.15]: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provisions of diverse housing types and price levels [P.33] Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways

CITY OF POST FALLS

12

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

CITY OF POST FALLS

13

- 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

CITY OF POST FALLS

14

[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 – May have comments at time of subdivision request

[PA-4 & PA-5] Yellowstone Pipeline – No facilities within project site

[PA-6] Department of Environmental Quality – No environmental impacts

Agency Comments

CITY OF POST FALLS

15

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?**

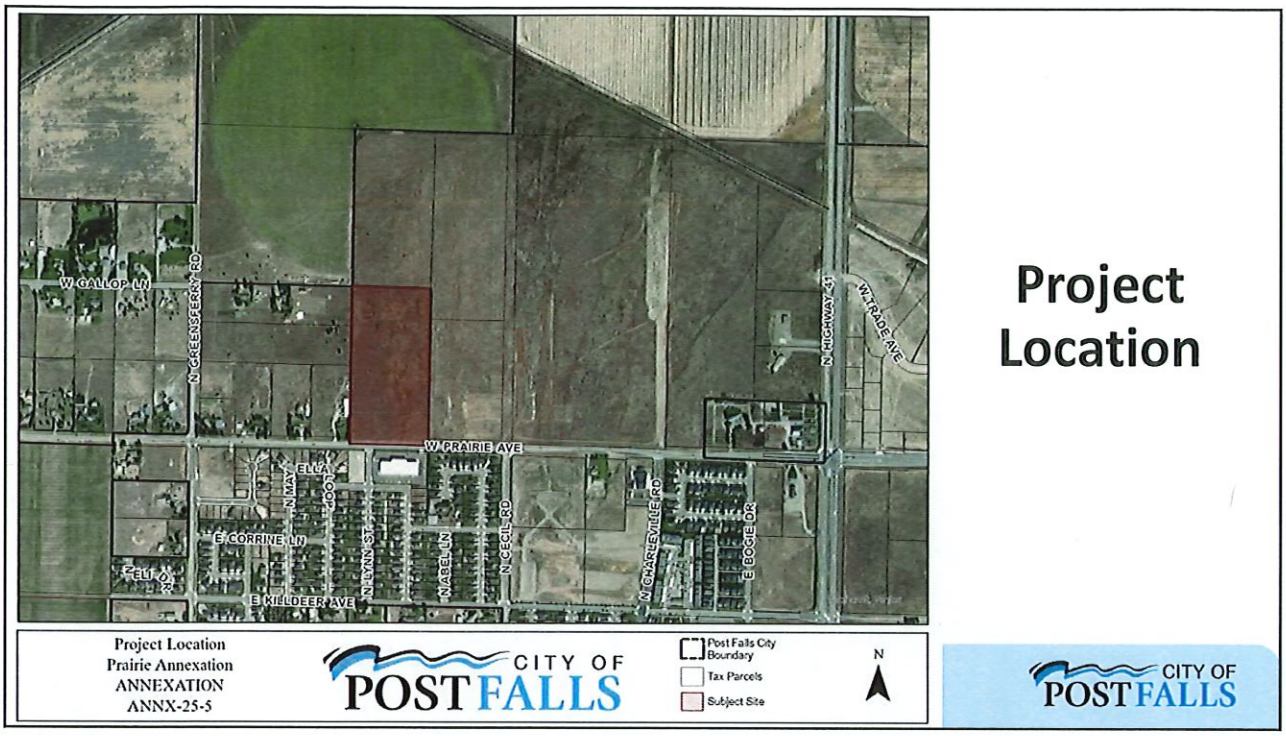
2. **Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**

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

CITY OF POST FALLS

16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CITY OF POST FALLS
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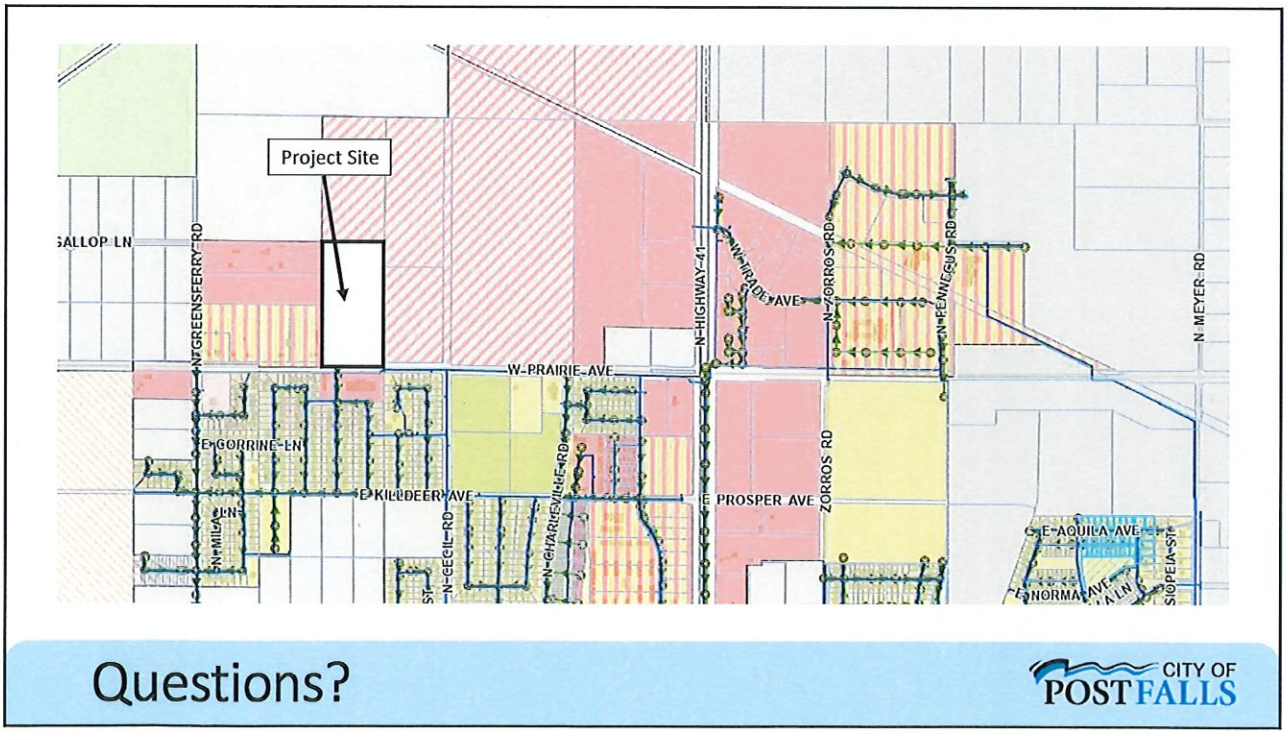
CITY OF POST FALLS

17


Project Site
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W TRADE AVE
N ZORROS RD
N PENNIGUS RD
N MEYER RD
E CORRINE LN
E KILLDEER AVE
N CECIL RD
N CHARLEVILLE RD
E PROSPER AVE
ZORROS RD
E AQUILA AVE
E NORMA AVE
Questions?
CITY OF POST FALLS

18

CITY OF POST FALLS
STAFF REPORT

DATE: May 11, 2026

TO: POST FALLS CITY COUNCIL

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov / 208-457-3344

SUBJECT: STAFF REPORT FOR THE MAY 19, 2026, CITY COUNCIL MEETING
PRAIRIE AVENUE ANNEXATION ANNX-25-5

INTRODUCTION:

Lake City Engineering, on behalf of Copper Basin Construction, is requesting approval to annex approximately 20-acres into the City of Post Falls. On March 17, 2026, the City Council reviewed the request with a proposed zoning designation of Single Family Residential (R1). During deliberations, although the Council expressed support for annexation, concerns were raised that the R1 zoning may not be the best fit for the area. Following the hearing, and in response to City Council's direction to collaborate with the applicant to address concerns about unnecessary vehicular traffic using Lynn Street as the primary access to Prairie Avenue, the applicant has revised the proposal to a Residential Mixed (RM) zoning designation. Additional controls have been incorporated into the Development Agreement (Exhibit S-6: Section 5.2.7) to address these concerns.

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 R1 on March 10, 2026.

PROJECT INFORMATION:

Project Name / File Number: Prairie Avenue Annexation File No. ANNX-25-5

Owners: Copper Basin Construction, Inc.

Applicant: Lake City Engineering, Inc.

Project Description: Annex approximately 20-acres within the City of Post Falls with a zoning request of Residential Mixed (RM).

Project Location: The property is located north of West Prairie Avenue approximately 1/3 of a mile east of the intersection of North Greensferry Road and West Prairie Avenue.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: To the north and east are undeveloped lands within the City of Post Falls intended for multi-family with some commercial that may occur along Prairie Avenue. To the west are five-acre single-family homes within the city with the intent to redevelop (annexed as the Joseph Family Trust (ANNX-22-7). To the south of the site across West Prairie Avenue is a commercial development as well as single-family homes.

Area Context Vicinity Map:

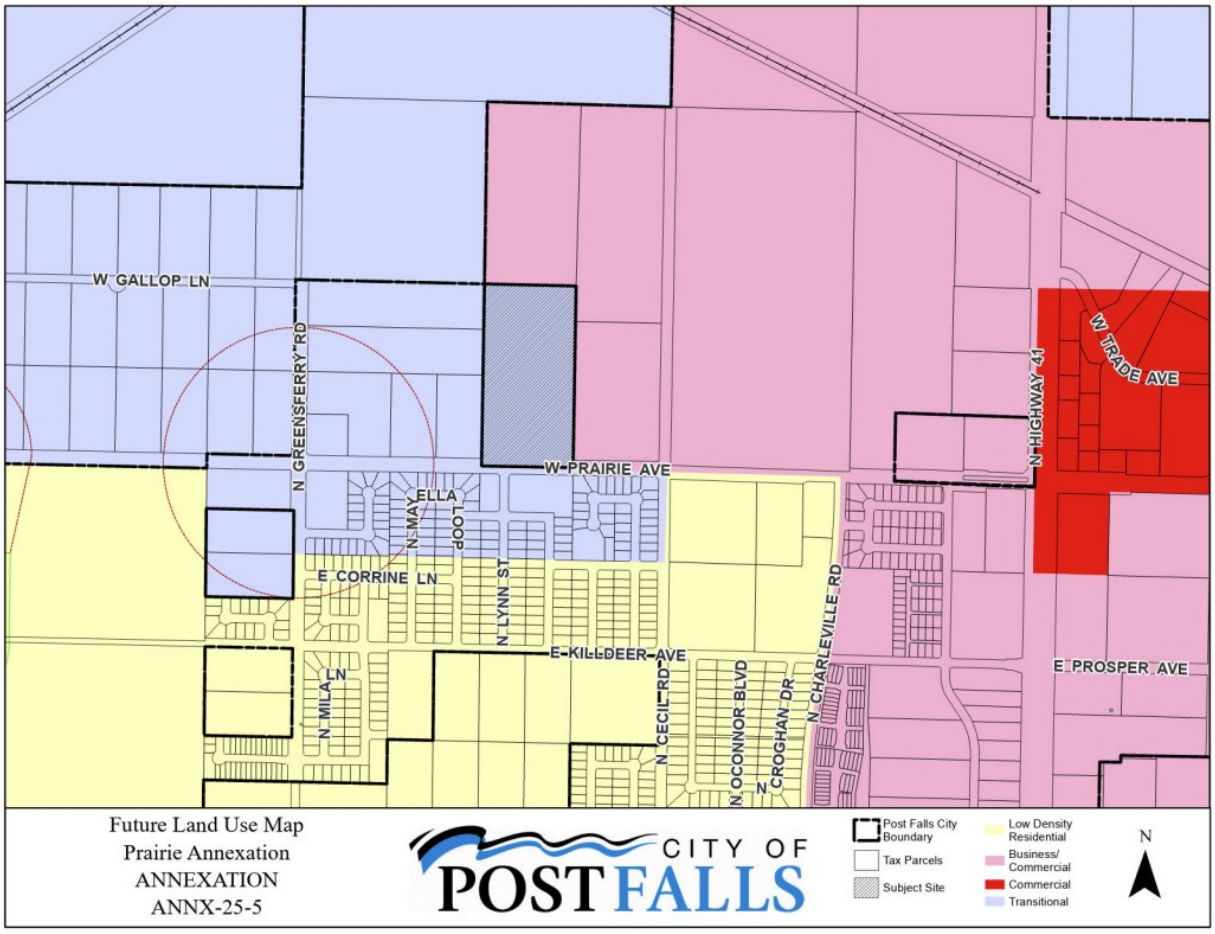
EVALUATION OF ZONING APPROVAL CRITERIA:

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 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 designation of **Transitional** (See Following Image). This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the 41 North Focus Area. Assigned zones should be compatible with the adjacent zones/uses within the City and consistent with the guiding principles within the 41 North Focus Area. The subject site is adjacent to properties with a land use designation of business/commercial to the north and east and transition to the west and south across West Prairie Avenue as depicted in the Future Land Use Map below.



The proposed annexation 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. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, growth should include strategically located, carefully designated land uses incorporating trails and an interconnected, walkable street network.

The focus area provides guidance for this area stating that development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail.

Staff Comment: The proposed Residential Mixed (RM) zoning designation may be compatible with nearby properties to the west, which are currently developed as large-lot single-family residences, as well as properties to the south across West Prairie Avenue that are zoned and utilized for Single-Family Residential (R1). The RM zone allows for single-family residential development, which supports compatibility with these existing uses.

Additionally, the request may be consistent with the Comprehensive Plan focus area, which encourages residential uses in proximity to Highway 41 to support and complement commercial development along the corridor.

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 a variety of types of single-family homes and up to 20% multi-family and 10% neighborhood commercial. Annexing the subject property would allow for future residential development located near commercial and future technological services where residents would be able to live, work and patronize these services, contributing to the economic diversity and long-term prosperity of the City.

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. As this area annexes into the City, it may be beneficial to take into account the surrounding built environment in the City, and compliment these areas with compatible uses supporting community needs and the City's long-term sustainability. The proposed zoning would provide additional housing for residents that will be able to take advantage of nearby commercial and future technological services in the surrounding community.

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. Annexation of the property may contribute to the long-term fiscal health of the City by providing area for residential development, that will bring additional residents as they live, work, and spend money in the City.

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: Additional housing may help further long-term fiscal health of the City through supporting both the Industrial and Commercial employment/commerce objectives. Increasing the housing stock 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.

- 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 subject site is currently vacant but the proposed zoning of RM may be compatible with the single-family homes to the west and south.

- Infrastructure and service plans.

  Staff Comment: Sanitary Sewer for the site is located on the southerly property line at the extension of Lynn Street. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The site is shown within two separate sewer service basins; however, a significant portion of the sites development could be accommodated completely within the southern (Greensferry) service basin. While portions of the northern 10 acres will require mass grading of the site in order to accommodate gravity flows to the Greensferry Service Basin. Provision of service differing from the basins outlined in the Water Reclamation Master Plan was considered and examined with previous annexation requests on the property and provisions were made with development of the Green Meadows Subdivision (immediately to the south) to upsize and extend a 10" sewer main to the site for allowance of development at the requested zoning. The City of Post Falls does have a buildout Capacity Project (P.3.8 Greensferry 10" parallel main) identified, downstream of the site near the intersection of Greensferry Road and Poleline Avenue. Sizing of the Capacity Project was not impacted in previous analysis, due to reductions in the service basin from other projects, and timing would be dependent on the annexation and development of the remaining 85 acres (mostly single-family homes on five acre lots) within the upstream area of the impacted pipe. The City should continue to monitor the pipe identified as project P.3.8. for actual implementation of the project. 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 currently provided water service from the Ross Point Water District.

- Existing and future traffic patterns.

  Staff Comment: The property's is adjacent to the intersection of Prairie Avenue and Lynn Street.

  Prairie Avenue is classified as a principal arterial roadway and a Critical Arterial Corridor. Prairie Avenue is currently configured with two eastbound lanes, one westbound lane and a Two Way Center Turn Lane (TWCTL). With future widening plans to a full five-lane section.

Lynn Street is classified as a Local Roadway in the City's Transportation Master Plan.

To accommodate projected traffic volumes and distribution for the year 2035; Prairie Avenue would require widening, at the time of site development, to a five-lane configuration. Dedication of rights-of-way and easement for a Principal Arterial roadway would be required at the time of annexation:

• Rights-of-way: 55-foot ½ roadway, measured from the section line in Prairie Avenue.

• Easement: 15-foot sidewalk, drainage and utility easement adjacent to the rights-of-way dedication.

The rights-of-way dedication on Prairie Avenue would complete the full rights-of-way acquisition, needed between Greensferry Road to Cecil Road, to accomplish goals within the Transportation Master Plan.

Development of the site would be subject to the access control policies contained within the Critical Arterial Corridor Policy of the Kootenai Metropolitan Planning Organization (KMPO).

- 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 under-utilized properties within City limits.

Staff Comment: The subject property is a vacant site that is surrounded by property within the City and therefore would be considered infill. The RM zone designation may be compatible with the nearby residential development.

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

- Surrounded by incorporated areas.

  Staff Comment: The subject site is surrounded by incorporated areas.

- That have readily available service infrastructure and capacity;

  Staff Comment: Readily available sanitary sewer infrastructure is within Prairie Avenue at Lynn Street and has adequate capacity for the proposed zone.

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

Staff Comment: Through annexation, the rights-of-way will be secured to provide the necessary land to widen Prairie Avenue in the near future.

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

Staff Comment: If the parcel is annexed into the City, a multiuse pathway would be required, at the time of site development, connecting to improvements along Prairie Avenue with continuity to multiuse pathways and sidewalks in the area between State Highway 41 and Greensferry Avenue.

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 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 subdivision development, 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 38: Plan new development to ensure provision of public services at current Levels of Service (LOS) or the LOS identified in City-adopted master plans.

Staff Comment: The proposed annexation conforms with the projections of both the Sanitary Sewer and Transportation Master Plans. Allowing for extension of sanitary sewer and widening of Prairie Avenue.

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 herein. 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 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 site is more than 1,000 feet from any known interstate pipelines. Interstate pipelines within 1,000 feet of a site would need to be shown and noted on any future platting of the property, per Idaho Code.

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

  Staff Comment: The property is substantially surrounded by the City of Post Falls boundary on all four sides. Utilities are located adjacent to the property and capable of providing service to the property.

- Comprehensive plan goals and policies.

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

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. Stormwater management will be reviewed through the subdivision review process.

Policy 106: Encourage cooperation between local water districts and the City, supporting

planning for and provision of services concurrent with community needs.

Staff Comment: The proposed area is within Ross Point Water District.

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 – Will comment at time of subdivision request
- Exhibit PA-4 Yellowstone Pipeline Company – No facilities within the area

PUBLIC PROCESS: On March 10, 2026, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Single Family Residential (R1) to be considered with the annexation application by the City Council. On March 17, 2026, the City Council reviewed the request with a proposed zoning designation of Single Family Residential (R1). During deliberations, although the Council expressed support for annexation, concerns were raised that the R1 zoning may not be the best fit for the area. Following the hearing, and in response to City Council's direction to collaborate with the applicant to address concerns about unnecessary vehicular traffic using Lynn Street as the primary access to Prairie Avenue, the applicant has revised the proposal to a Residential Mixed (RM) zoning designation

Notice of the proposed annexation were mailed to property owners within 300 feet of the proposed project and sent to appropriate jurisdictions on May 4, 2026, and published in the Coeur d'Alene Press on May 2, 2026. The property will be posted by May 8, 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 20-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 Prairie Avenue
    - **a.** 55-foot ½ road rights-of-way (measured from existing section line)
    - **b.** 15-foot sidewalk, drainage, and utility easement
2. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Authorization Letters

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
Exhibit S-7	CC March 17 Minutes

Planning and Zoning Commission Agency Testimony

Exhibit PA-1	PFSD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFHD Comments
Exhibit PA-4	Phillips 66 Comments

City of Post Falls

November 19, 2025

ANNX-25-5

Annexation

Status: Active

Submitted On: 9/30/2025

Applicant

Lake City Engineering, Inc.

[redacted]

Application Information

Did an Annexation Pre-app take place?*

Yes

Applicant Type*

Engineer

Description of Project/Reason for Request*

Annexation of approximately 20 acres of vacant farmland into the City of Post Falls.

Existing Zoning*

Agriculture (County)

Adjacent Zoning*

CCS, CCM, TM, R-2

Current Land Use*

Vacant

Adjacent Land Use*

Vacant, Residential, Commercial

Proposed Zone*

R-1

Owner Information

Name*

Steve White

Company

Copper Basin Construction, Inc.

Phone*

[redacted]

Email*

[redacted]

Address*

[redacted]

City, State, Zip Code

[redacted]

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. *

Drew C. Dittman, PE
Sep 30, 2025

Copper Basin

Prairie Avenue Annexation

Project Narrative

City of Post Falls, Idaho

September 2025

LAKE CITY ENGINEERING

[redacted]

INTRODUCTION

Lake City Engineering, Inc. is hereby requesting the annexation of approximately 20 acres of property into the City of Post Falls. The subject property is located approximately 0.7 miles West of the intersection of Prairie Avenue and Highway 41. The request is for a zoning designation of Single-Family Residential (R-1).

This property has been the subject of two previous annexation attempts. The first annexation request was in March of 2021 with Residential Mixed (RM) zoning. The second request was in November of 2023 for High-Density Multi-Family (R3) and Community Commercial Services (CCS). Both requests resulted in denial because it was determined that annexation was not appropriate at the time. The subject property is now completely surrounded by City property and is considered to be a County island, making annexation appropriate at this time.

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel Number:	51N05W-24-6750
Total Annexation Area:	20.0 acres
Legal Description:	The West half of the Southeast quarter of the Southwest quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

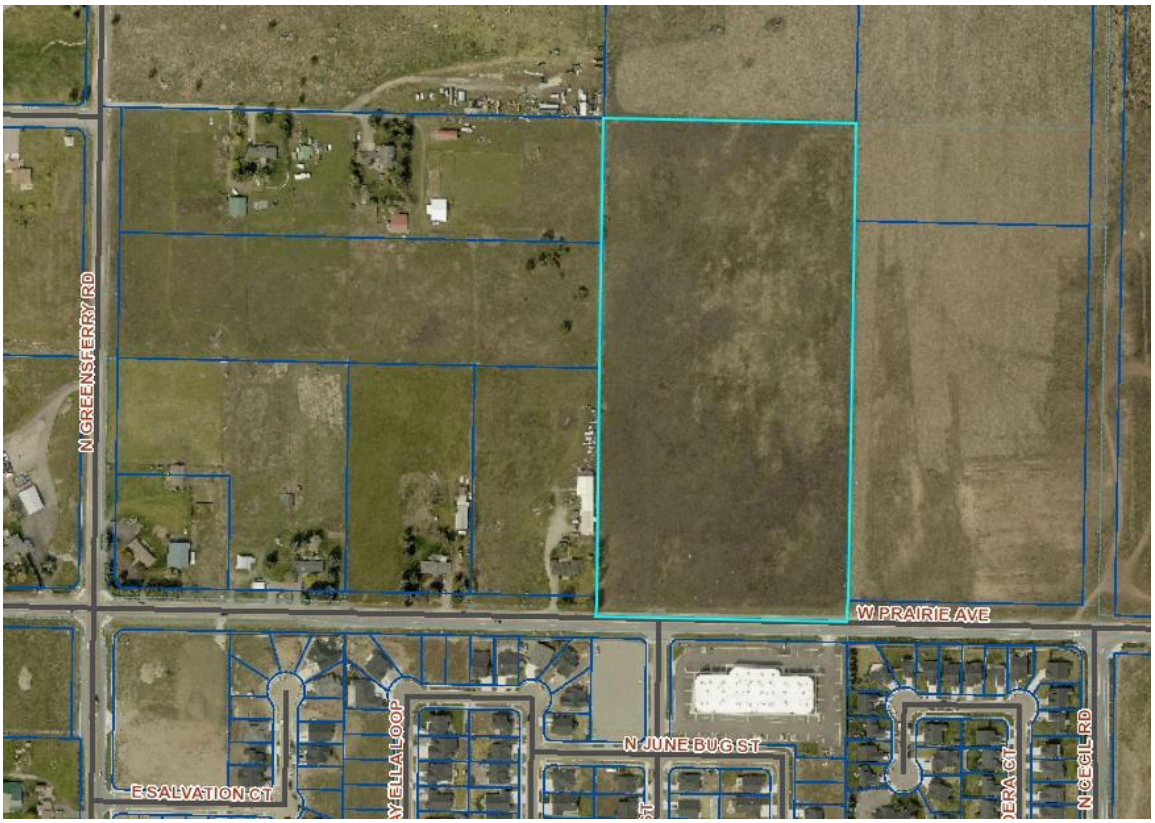


Figure 1: Vicinity Map

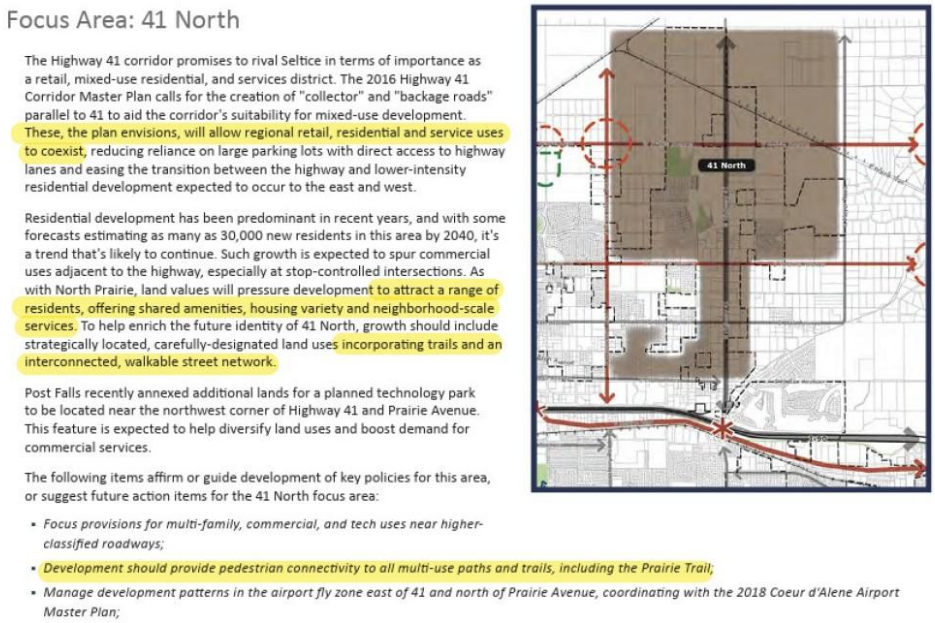
REVIEW CRITERIA

Annexations are intended to be a logical and orderly expansion of the City and allow for the increased efficiency and economic provisions of public services. In order to ensure orderly development that would benefit the community, the review criteria listed below have been established by City Staff. The Applicant believes this Annexation Request is in the best interest of the City of Post Falls, and the review standards have been met as follows:

1) Consistent with Future Land Use Map

The City of Post Falls Future Land Use Map labels this property as Transitional, which, according to the City of Post Falls Comprehensive Plan (adopted July 2020), is assigned to lands suitable for growth. Per the Focus Area Descriptions found in Appendix A of the Comprehensive Plan, the subject property is part of the 41 North Focus Area, which is anticipated to become an important retail, mixed-use residential and services district within the City.

The subject property, zoned Agriculture in Kootenai County, is vacant farmland that is nearly completely surrounded by City-zoned parcels, making it a "County island." It is bounded on the West by properties zoned CCS and CCM that currently contain a mixture of single-family residences and vacant farmland. To the North and East lie several large parcels zoned TM that will become the future site of the planned Beyond Green Technology Park. The properties directly to the South of the subject parcel, across Prairie Avenue, are zoned R-2 and CCS. They consist of the Green Meadows 2nd Addition and Pradera residential subdivisions, which surround the Mountain View Business Center. The proposed zoning classification of R-1 aims to prepare the subject property for residential infill development that will allow residents to take advantage of nearby commercial services and future technology employment opportunities envisioned by the 41 North Focus Area, shown in Figure 2 below.



Focus Area: 41 North

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. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, growth should include strategically located, carefully-designated land uses incorporating trails and an interconnected, walkable street network.

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.

The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

- *Focus provisions for multi-family, commercial, and tech uses near higher-classified roadways;*
- *Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail;*
- *Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;*

Figure 2: 41 North Focus Area

2) Consistent with the Goals and Policies found in the Comprehensive Plan

The City of Post Falls Comprehensive Plan is the guiding document for annexation and zoning classification requests. It is important that land use decisions meet or exceed the goals, policies and actions as outlined in the Comprehensive Plan. The subject property is designated as Transitional and lies in the 41 North Focus Area. The project proponent believes that the following goals and policies (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification. Additional commentary is located below each goal or policy as appropriate.

LAND USE GOALS

G.01 *Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.*

Comment: Annexing the subject parcel into City limits as R-1 will allow for the development of housing stock located near to both commercial and technological services. New and existing residents will be able to live, work and patronize these services, building economic diversity and long-term prosperity for themselves and for the City of Post Falls.

G.02 *Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.*

Comment: The proposed zoning designation complies with the Future Land Use Map, and this project will provide additional workforce housing options for the growing community. Utilities are currently in place within Prairie Avenue and are anticipated to have adequate capacity to serve both the residential and commercial aspects of the proposed uses. The additional improvements needed for the project will be the responsibility of the Developer to provide.

G.05 *Keep Post Falls' neighborhoods safe, vital, and attractive.*

Comment: The development of this property will be in accordance with adopted standards and regulations adopted by the City of Post Falls. The proposed project will provide additional, much-needed housing for existing and future residents who are looking for a safe, aesthetically pleasing, pedestrian-friendly neighborhood. Upon development, Prairie Avenue would be improved with pedestrian connectivity, which supports this Goal.

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.*

G.12 *Maintain the City of Post Falls' long-term fiscal health.*

Comment: The annexation and requested zoning designations are in accordance with the City's Master Plans, the Comprehensive Plan and City Code, and are in line with the current growth patterns stretching North along the nearby Hwy 41 corridor. The proposed residential zoning will provide additional housing for residents who will be able to take advantage of nearby commercial and future technological services in the surrounding community. In turn, the City will reap the benefits of these residents as they live, work, and spend money for these services.

LAND USE POLICIES

P.01 *Support land use patterns that:*
- *Maintain or enhance community levels of service;*
- *Foster the long-term fiscal health of the community;*
- *Maintain and enhance resident quality of life;*
- *Promote compatible, well-designed development;*
- *Implement goals and policies of the comprehensive plan, related master plan and/or facility plans*

P.02 *Apply or revise zoning designations with careful consideration of factors including:*
- *Future land use mapping;*
- *Compatibility with surrounding land uses;*
- *Infrastructure and service plans;*
- *Existing and future traffic patterns;*
- *Goals and policies of the comprehensive plan, related master plan and/or facility plans*

P.03 *Encourage development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

Comment: The proposed annexation and subsequent development will be compatible with surrounding land uses and will be in accordance with all approved City Master Plans. Residents of the project will enjoy being within walking distance of the Tullamore Subdivision, which contains several parks and recreational opportunities. The subject property is also located adjacent to the proposed Beyond Green Technology Park to the East, which will provide a variety of services and employment opportunities for nearby residents. To the North and East, future multi-family housing and the Prairie Trail will continue the growth pattern of attractive, connected neighborhoods with open space, which will enhance the overall quality of life for residents in this area.

P.08 *Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.*

P.09 *Encourage annexation of County "islands" within the City, with priority given to areas:*
- Surrounded by incorporated areas;
- That have readily available service infrastructure and capacity;
- That support increased development intensity near the urban core.

Comment: The subject parcel is currently surrounded by incorporated City parcels and is considered to be a County "island." Infrastructure for sanitary sewer, provided by the City of Post Falls, and domestic water, provided by Ross Point Water District, is located in Prairie Avenue along the property's southern border. Both entities have capacity and the willingness to service the proposed property. And although this project is not located near an urban core, it is part of the 41 North Focus Area, which is anticipated to become a very important mixed-use residential and services district.

P.14 *Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.*

P.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.*

Comment: The proposed annexation will be in accordance with all City of Post Falls and State of Idaho statutes, codes and requirements. The development of this currently vacant and under-utilized piece of land will provide additional workforce housing options for a variety of existing and future residents.

P.18 *Maintain housing standards, fees and regulations that support and sustain related services and infrastructure.*

Comment: All development will be in accordance with City of Post Falls and Ross Point Water District standards and requirements. Minimal off-site, or additional, infrastructure will be required to be extended to serve the proposed project.

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

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

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

P.38 *Plan new development to ensure provision of public services at current levels of Service (LOS) or the LOS identified in City-adopted master plans.*

Comment: The proposed annexation and development will not adversely impact the existing Levels of Service (LOS) as identified in City Master Plans. All utilities are within adjacent Prairie Avenue and are available to service the project. Infrastructure such as sidewalks, curb, street trees and swales at the South end of the parcel, which will be required to be completed as part of the development of this parcel, will beautify the vacant land and improve the overall continuity and walkability to future developments to the West and East.

P.44 *Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.*

P.45 *Guide annexation decisions guided by and considering:*
- *Master plans for water, sewer, transportation, parks, schools and emergency services;*
- *Provision of necessary rights-of-way and easements;*
- *Studies that evaluate environmental and public service factors;*
- *Timing that supports orderly development and/or coordinated extension of public services;*
- *Comprehensive plan goals and policies.*

Comment: Utilities with the capacity to serve the project already exist within adjacent Prairie Avenue. This project will be developed in accordance with all applicable City of Post Falls Master Plans and requirements for annexations and infrastructure.

P.71 *Promote the planting and protection of trees citywide, helping:*
- *Beautify and enhance community value;*
- *Provide shade and comfort;*
- *Affirm the city's association with the outdoors and its historic origins;*
- *Provide wildlife habitat.*

Comment: The proposed development will include a variety of landscape buffers, street trees and grassy swales that will beautify the environment and provide shade and habitat.

P.106 *Encourage cooperation between local water districts and the City, supporting planning for and provision of services concurrent with community needs.*

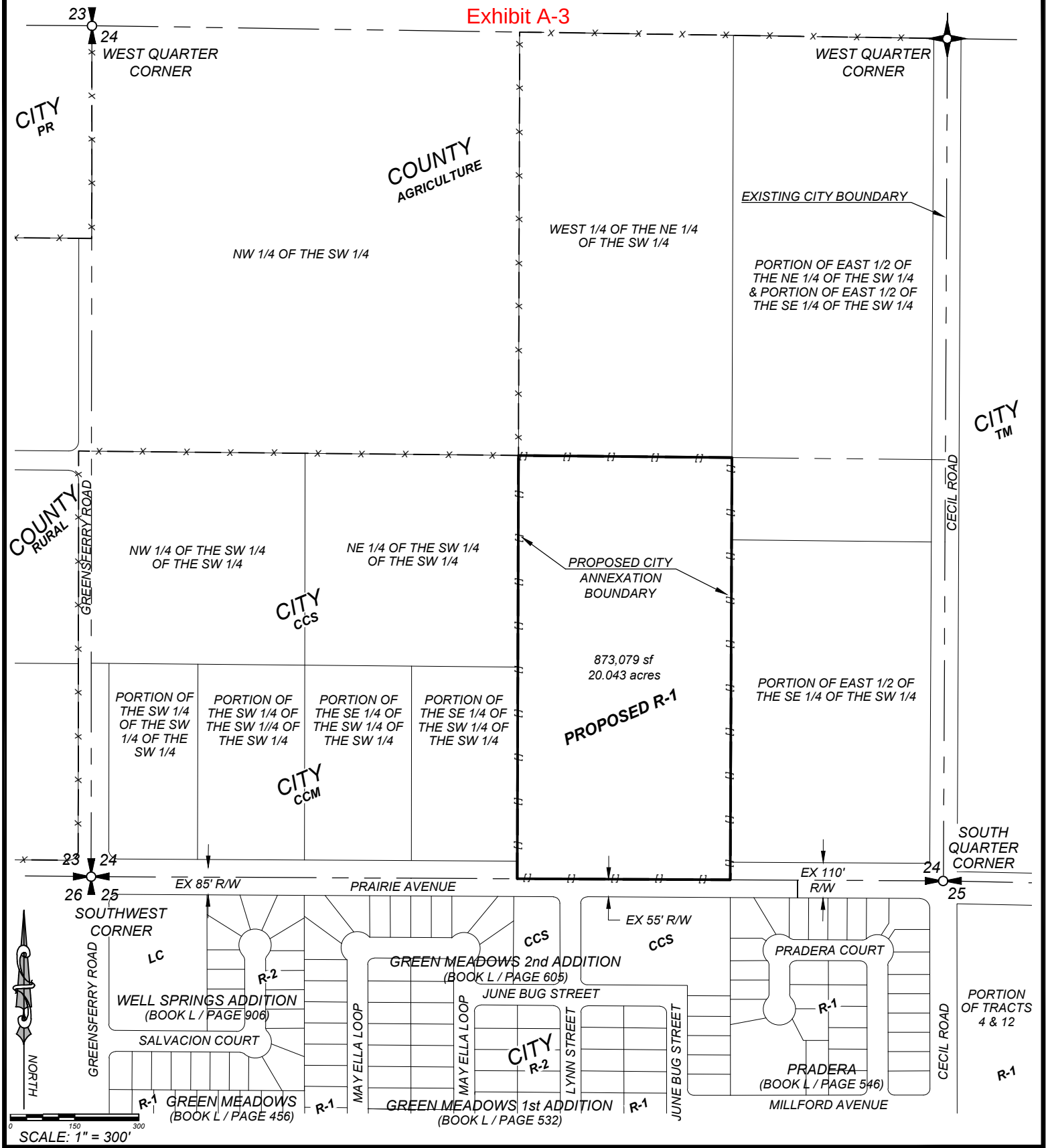
Comment: Ross Point Water District will provide both irrigation and domestic water needs. They currently have the willingness and capacity to serve the proposed project.

3) Does not create a Demonstrable Adverse Impact on delivery of public services

Comment: The proposed annexation and development will not adversely impact the existing Levels of Service (LOS) as identified in City Master Plans. All utilities are within adjacent Prairie Avenue and are available to service the project. Infrastructure such as sidewalks, curb, street trees and swales at the South end of the parcel will beautify the vacant land and improve the overall walkability to future developments to the East. There have been no identified "demonstrable adverse impacts." Affected agencies will be noticed and given the opportunity to comment. However, there were no negative comments received from any agency during the previous two annexation attempts.

VICINITY MAP

Exhibit A-3



LAKE CITY ENGINEERING

[redacted]

VICINITY MAP

PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER

SW 1/4, SEC. 24, T 51 N, R 5 W, B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 300'
DATE:	09/15/2025
JOB NO:	LCE 25-053
FILE:	25-053-ANNX XBT.dwg

PLOTTED: Sep 30, 2025 - 1:27pm

Exhibit S-7

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES

March 17, 2026 6:00 PM

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

WORKSHOP – 5:00 pm 2nd Floor Conference Room

a. City Center Parking LID and Pleasant View URD Discussion

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

Members of the Post Falls Urban Renewal Agency were also present for the discussion (there was not a quorum of commissioners).

Community Development Director Bob Seale presented on a possible City Center Parking Local Improvement District (LID) . The LID would be used to add parking and frontage improvements for specific streets in the downtown area. Council had concerns about any residential lots in the area that would be required to pay the LID fees. Another possibility for area improvements is to go to the voters for a bond. Back-in angled parking issues downtown were also discussed. The Pleasant View URD discussion was postponed due to time constraints.

Workshop adjourned at 5:51pm

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

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

Mayor Randy Westlund: There will be a trash pick-up day along I90 through a volunteer program on April 11th. That area is maintained by ITD, not the City. The city is accepting applications for the Parks and Recreation Commission. Post Falls Parks and Recreation is hosting a Job Fair on March 25th. Post Falls Police is hosting Coffee with A Cop on Tuesday March 31st. The Parks and Recreation is hosting the annual Easter Egg Hunt on April 4th.

a. Post Falls Urban Renewal Agency Annual Report

Urban Renewal Agency Director Joe Johns presented the 2025 report for the agency. The annual report and financial information are available in the city clerk's office and on the URA website. Previously closed district financial information was reviewed. Active district projects were then discussed.

b. Appointment of Planning and Zoning Commissioner - Michael Floch

Michael Floch was present for questions from council regarding his application to the Planning and Zoning Commission.

Motion by Malloy to Approve the Appointment of Planning and Zoning Commissioner - Michael Floch.
Second by Ziegler
Ayes: City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Nays: City Council Steigleder
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

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

a. Minutes – March 3, 2026, City Council Meeting

b. Payables 03/04/2026 - 03/18/2026

c. January Cash and Investments Report

d. Park Furnishing Surplus

Councilor Steigleder requested a quarterly report on auction information from the approved surplus items.

Motion by City Council Malloy to Approve the consent agenda as presented.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

a. APPEAL WITHDRAWN BY APPLICANT; HEARING CANCELED — River City Corners Special Use Permit Appeal (SUP-25-1 & APL-25-1)

b. Prairie Avenue Annexation (ANNX-25-5)

Public Hearing Opened: 6:45pm

Planner Justin Sauder presented the staff report for the Prairie Avenue Annexation. The applicant is requesting to annex 20 acres into the city with a Single Family (R1) zoning designation. The location is on Prairie Avenue near Highway 41 and Greensferry Road. The surrounding zoning is mostly commercial and single-family homes. Zone change review criteria was presented. Planning Manager, Jon Manley, presented the history of this property and said that it had been denied annexation with different zoning twice before.

Councilor Ziegler had concerns about the buffer zone between the multi-family or commercial and the single-family zoning here. Planning Manager Manley explained the reasoning behind having the buffer zone in this case.

Steve White with Copper Basin Construction presented as the applicant. They have tried to annex this property twice in the past. They are open to other zoning besides single-family. They

own the property to the north and plan multi-family housing there.

Councilor Plew had concerns about R1 in this area, as the adjacent properties are higher density and commercial.

Mr. White responded that they would be open to higher density zoning like mixed commercial if Council thought that fit better.

Councilor Steigleder was concerned with any residential zoning in this area.

In Favor:
None
Neutral:
None
In Opposition:
Shirley Leonard (Post Falls): She would like more open space and more parks.

Public Hearing Closed: 7:11pm

Council deliberated on the question of annexation.

Public Hearing Re-opened: 7:22pm

Councilor Steigleder had questions about the surrounding road development for City Engineer Robert Palus.

David Leonard (Post Falls): Had a question about density if there were to be 60 residential units and the usage of city services.

Applicant Rebuttal: Cecil Road is a dedicated public right-of-way and will be the outlet for the multi-family site.

Councilor Lucca had questions for the applicant about development of the surrounding parcels and this one. Mr. White responded that their property to the north would not develop until the southern single-family zone was developed.

Public Hearing Closed: 7:34pm

Councilor Mosby asked if the annexation and requested zoning was approved, if the applicant could come back to ask for different zoning. City Attorney Field Herrington answered that the applicant would have to wait a period of time (likely a year) before they could do so.

Motion by City Council Malloy to Approve the Annexation.
Second by City Council Ziegler.
Ayes: City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Nays: City Council Steigleder
Motion Carried

Council deliberated on the review criteria for the zoning. They did not feel that the single-family zoning was the best fit for this parcel. City Attorney Herrington explained that if council was going to accept a different, more dense zoning designation that it would be best to continue the hearing so the public could have notice of the higher density possibility. There was also discussion about using development agreements to control the exits on Prairie Avenue.

Motion by City Council Malloy to continue the zoning decision and allow staff to explore options for development agreements with the assumption that they proceed with a residential mixed zone.
Second by City Council Plew.
Ayes: City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca, City Council Steigleder
Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

a. Update to the City Proclamation Policy

City Attorney Field Herrington explained that the requests from council from the last meeting were added to this update to the proclamation policy.

Motion by City Council Malloy to Approve the Update to the City Proclamation Policy.
Second by City Council Plew.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
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. Personnel Policy – Animals in the Workplace Exemption

City Attorney Field Herrington explained the changes to the personnel policy regarding animals in the workplace exemption.

Councilor Plew asked if there were specific situations that brought about these changes. City Attorney Herrington explained that yes, there have been some situations in the past that precipitated this change.
Councilor Steigleder expressed her concern that this exception should not be added as pets

should not be in the workplace.
Councilor Lucca expressed his support for exemptions especially in the Police Department.

Motion by City Council Malloy to Approve the Personnel Policy – Animals in the Workplace Exemption.
Second by City Council Ziegler.
Ayes: City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Nays: City Council Steigleder
Motion Carried

b. Standards for Public Works Construction

City Engineer Rob Palus presented the updated Standards for Public Works Construction. These standards and how they were updated collaboratively were explained to council.

Councilor Plew asked if there was a price tag associated with this update. City Engineer Palus respond that no, there is not a cost to the city for the updates that have been presented.

Motion by City Council Malloy to Approve the Standards for Public Works Construction.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

5. CITIZEN ISSUES

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

Shirley Leonard (Post Falls): She expressed that we need more open space and to leave trails open. She's concerned about child safety and having enough play areas. She also wants more sidewalks.

Bill Carlson (Post Falls): He came as a representative of American Legion Baseball. The Little League pays $12,000 a year to use the city fields. He doesn't think the league should pay this much as they are public fields.
Councilor Lucca asked what the $12,000 equated to each participant for the year for the little league.
Mr. Carlson answered that it was a little over $100 per kid.
Council Steigleder asked how many fields are being used by the league.
Pansy Baker: She explained that she is the Vice President of the LIttle League. This season, the league is using around seven to eight city fields. There are just under 420 registered players approximately. Fees range from $90 to $165 per child depending on age, per year. The league has made some improvements to the fields.

Councilor Steigleder asked of the League had asked the city to deduct the cost of the improvements from their bill.
Ms. Baker responded that yes, they have done that and that no, the league had not been denied any of these requests to reduce their bills.
Councilor Steigleder made the comment that if the American Legion Baseball is using the fields, the public can't use the public fields.
City Administrator Shelly Enderud: Staff will bring additional information to council about the field use fees and agreements.

Steven Suji (Post Falls): He is a Little League coach. He is concerned about the city-use fees because it doesn't leave enough money for scholarships for kids that can't afford the fees.

David Leonard (Post Falls): He was formally an engineer. He's concerned about rules not being enforced and roads failing.

Beth Vinamilam: In the years that they have been on the fields, they have not seen anyone wanting to use the fields at the same time. She is also concerned about the fees.

Nick Baums: He is running for the U.S. Senate race and wanted the council to know.

Joel Brown: He is here with American Legion Baseball. They are giving opportunities for kids that are from lower income families and can't afford travel teams. He thinks the fields are lacking in Post Falls. They also can't play at certain fields on Sundays, which is an issue for tournaments. They are also concerned that they compete with Spokane teams for use of the field.

Julie Hensley (Post Falls): She would like Little League to not have to pay for use of the fields.

Councilor Zielger had comments about how he loves baseball. This is something he wants to get more information on.

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. Harmony Place HOA Discussion

Community Development Director Bob Seale presented information on the Harmony Place Homeowners Association (HOA). The HOA has approached the city to dissolve their HOA and have the city take over their common areas (including outside swales). The city does not routinely take on private HOA maintenance responsibilities. Taking the responsibility for Harmony Place's HOA areas would set a precedent for other HOAs which is a concern for city staff. Staff does not recommend taking on the responsibilities.

Councilor Ziegler had questions about enforcement mechanisms. Bob Seale responded that through the maintenance statutes, code enforcement could cite violations. Mayor Westlund stated that before it's a code enforcement issue, it's an eyesore issue. So, it depends on if they want that in their neighborhood or not. Councilor Lucca really wants these codes to be enforced. Councilor Mosby asked if there's a mechanism for the city to enforce issues with the entity rather than the individual property owner. Councilor Steigleder would like to not have building

requirements to the extent that every development has an HOA. Mayor Westlund is not happy with the way these types of things are set up because it gets to where no one really wants to maintain the green spaces, but the reason we have these standards is that we want a beautiful city. The Mayor also asked if there was a way forward with something like a LID or a mechanism to charge the individual residences for the maintenance if the city were to take those on. Councilor Lucca asked staff to look into what enforcement options there are for these types of situations.

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:

a. 74-206(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

Motion by City Council Malloy to enter into executive session pursuant to 74-206(a) and further that no action will be taken during the session that will alsat a reasonable period of time.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Mosby, City Council Lucca
Motion Carried

Executive Session Entered at 9:20pm
Executive Session Ended at 10:06pm

RETURN TO REGULAR SESSION

ADJOURNMENT

Meeting Adjourned at 10:07pm

Randy Westlund, Mayor

Shannon Howard, City Clerk

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

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

Mission
Building Community.

25-053

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854

September 24, 2025

ATTN: Planning Department

RE: Parcel # 51N05W-24-6750 Annexation

To Whom It May Concern,

I hereby authorize Lake City Engineering, Inc. to act as the Authorized Agent for matters related to the above referenced project.

Thank you for your time and consideration in this matter.

Steve White, President
Copper Basin Construction, Inc.

9-8-25
Date

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 9th day of September 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Steve White, the President of Copper Basin Construction, Inc., known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

BRANDY BENWAY NOTARY PUBLIC MY COMMISSION EXPIRES 5-24-2030 STATE OF IDAHO COMMISSION NUMBER 20180955

Notary Public

Residing at: Post Falls, ID

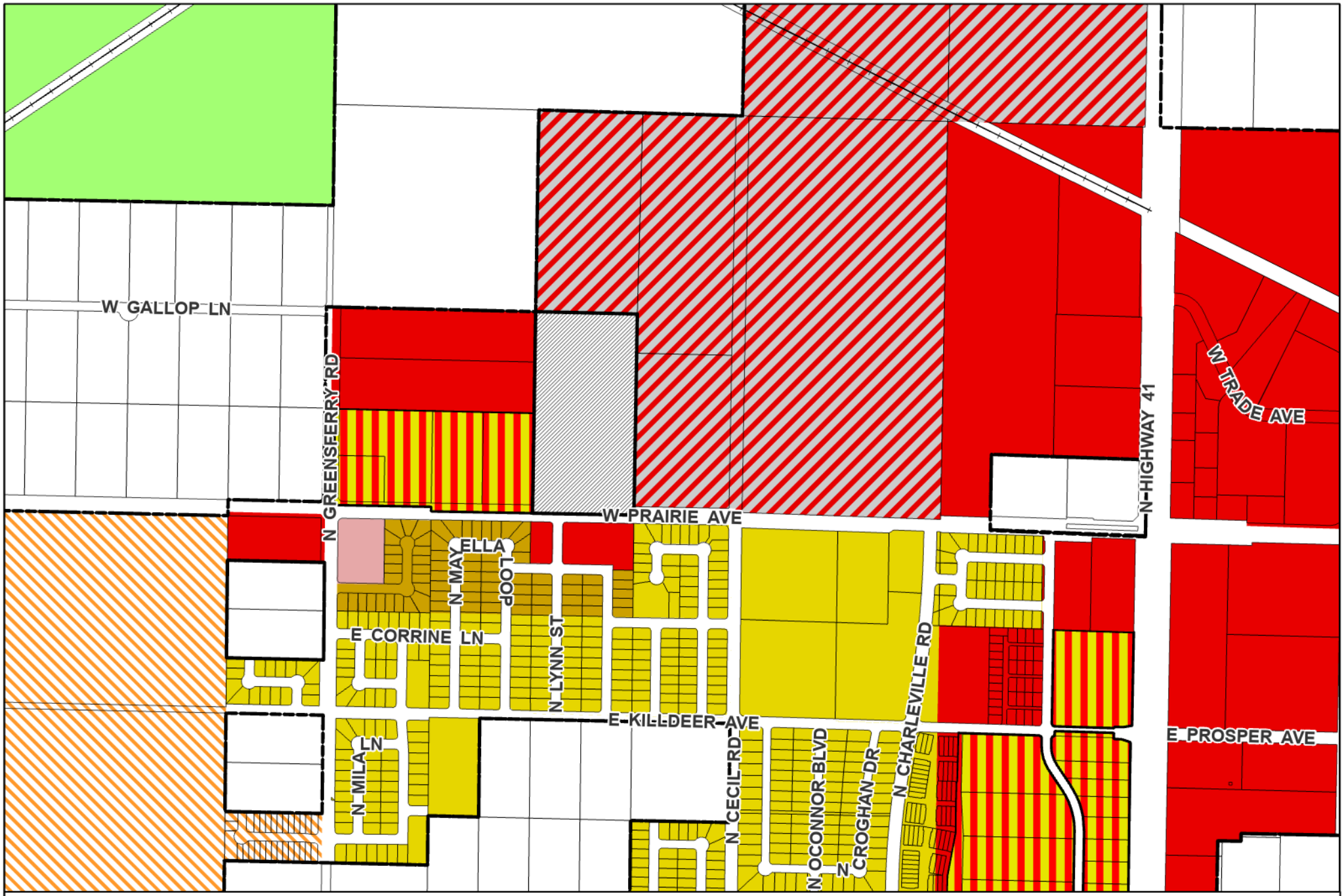
My Commission Expires: 5/24/2030

Project Location
Prairie Annexation
ANNEXATION
ANNX-25-5

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

N

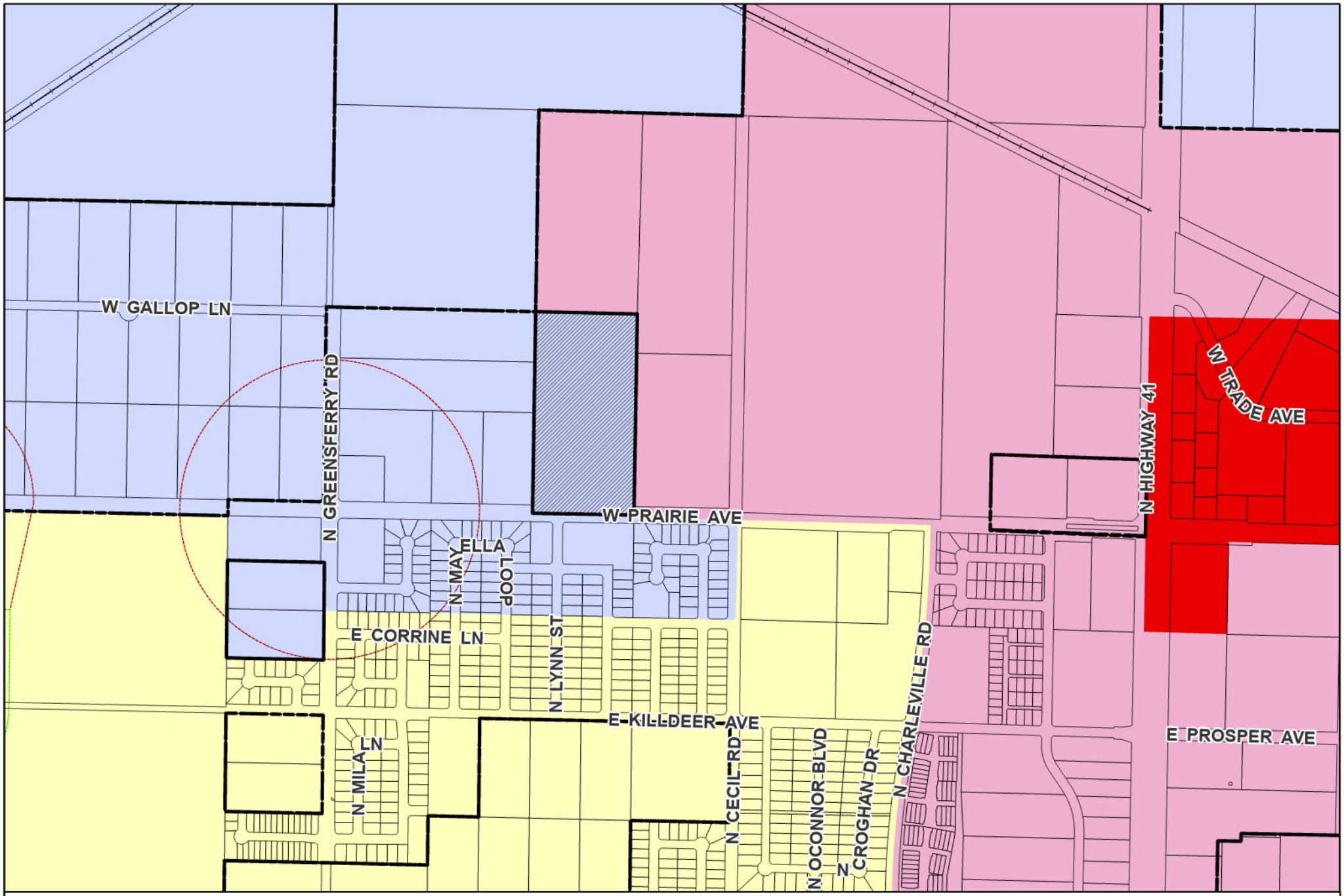


Zoning Map
Prairie Annexation
ANNEXATION
ANNX-25-5

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site
CCM
CCS
TM
LC
RM
R-1
R-2
PR

N



Future Land Use Map
Prairie Annexation
ANNEXATION
ANNX-25-5

CITY OF POST FALLS

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

N

CITY OF POST FALLS

PLANNING AND ZONING COMMISSION MEETING MINUTES

January 13, 2026 5:30 PM

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

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. ANNX-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

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 Annexation
File No. ANNX-25-5
Planning and Zoning Commission
Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Drew Dittman of Lake City Engineering, Inc. o/b/o Copper Basin Construction

LOCATION: The property is located north of West Prairie Avenue approximately 1/3 of a mile east of the intersection of North Greensferry Road and West Prairie Avenue.

REQUEST: Zoning recommendation of Single Family Residential (R1) on approximately 20-acres

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 PFHD Comments
12. PA-4 Phillips 66 Comments
13. PZ Staff Report
14. 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:

Mr. Sauder presented the staff report. The applicant is seeking a recommendation for an initial zoning designation of Single-Family Residential (R-1) on approximately 20 acres upon annexation into the City. The subject property is located north of West Prairie Avenue, approximately one-third of a mile east of the intersection of Greensferry Road and Prairie Avenue. Mr. Sauder testified that the property is currently undeveloped and the surrounding

properties include undeveloped land to the north and east within the Technology Mixed (TM) zoning district intended for multifamily residential and commercial uses. There are also single-family residential large lots to the west that were annexed into the City in 2022 and Community Commercial Services zoning to the south of Prairie Avenue. Prairie Avenue was identified as a principal and critical arterial corridor, and staff noted that additional right-of-way dedication and roadway improvements would be required at the time of future development of the subject property. He testified that water service would be provided by Ross Point, wastewater would be provided by the City of Post Falls, and that the City has capacity and is willing to provide service at the requested zoning designation.

Mr. Sauder testified that the Future Land Use designation for this project is Transitional and is located within the Highway 41 North Focus Area. Because timing for growth in Transitional Future Land Use map designations are undetermined, assigned zones should be compatible with adjacent zones/uses and consistent with the principals of the focus area. It provides that residential development within the area could support commercial development along the Highway 41 corridor and that development should consider pedestrian connectivity and access to reduce reliance on large parking areas and ease transition between highway uses and lower intensity residential developments.

Mr. Sauder cited that the requested R-1 zoning may be compatible with adjacent single-family development to the west and south and serve as a transition to higher-intensity multifamily and commercial uses to the north and east.

Mr. Sauder testified that the request for zoning could be supported by and in accordance with Goals 1, 5, 7, and 12 and Policies 8 and 9 and of the Comprehensive Plan. He also stated that no demonstrable adverse impacts had been identified at the time of the noticing of the jurisdictions.

Drew Dittman, Applicant

Mr. Dittman provided testimony on behalf of the owner, Copper Basin Construction, Inc. He testified that this was the third application for annexation and zoning for the subject property. He described prior applications that included residential mixed and higher-density residential zoning, both of which received Planning and Zoning Commission support but were ultimately denied by City Council. He stated that the current R-1 request reflects City Council direction and aligns with surrounding residential development patterns. Mr. Dittman testified that multifamily development is planned on approximately 44 acres immediately north and northeast of the site, and that the proposed single-family residential use would provide a compatible transition between those uses and the existing single-family development to the south. He stated that utilities, streets, emergency services, and school districts had not identified adverse impacts associated with the proposed zoning.

Public Testimony:

In Favor: None.

Neutral: Barb Hitz, Post Falls, ID: Expressed concern over existing traffic safety issues along Prairie Avenue, particularly regarding school bus stops and unsafe driver behavior. She noted frequent near misses involving pedestrians and vehicles turning onto Lynn Street and asked how the proposed development would impact these issues.

Opposed: None.

Rebuttal:

Drew Ditman responded to the traffic and school bus safety concerns. He stated that the school

district had been notified of the annexation and had not identified concerns at this stage. He explained that traffic safety measures, including bus stop coordination and potential pedestrian crossing enhancements would be addressed during future subdivision review and engineering analysis. He noted that similar improvements had been required on nearby developments and committed to working with the school district and city engineering staff during subsequent development phases.

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 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 applicant has requested initial zoning of R-1 on approximately 20- acres. The Future Land Use Map designates this area as Transitional and assigned zones should be compatible with adjacent zones and uses. The Highway 41 North Focus Area identifies areas suitable for growth and anticipates a mix of residential, commercial, and service uses, at this location. The Commission finds that single-family residential development is an appropriate use within the Transitional designation and is compatible with existing single-family residential development to the south and west, as well as planned multifamily residential development to the north and northeast.

There was discussion among the Commission members as to prior zoning recommendations for this parcel which were not approved by the City Council, which some Commission members believed were more compatible for the comp plan at this location. While the Commission acknowledges concerns with the proximity of commercial zoning along Prairie Avenue and Highway 41, it finds that buffering requirements, roadway separation, and future development standards mitigate potential land use conflicts. The Commission further finds that the proposed zoning provides an appropriate residential transition within the Focus Area and supports planned growth patterns identified in the Comprehensive Plan.

As such, the Commission finds that the proposed R-1 zoning designation is consistent with the Future Land Use Map and 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 R-1 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 allow for future residential development near commercial and future technological services contributing to the economic diversity and long-term prosperity of the city.

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.

By providing additional land for future housing development, residents will be able to take advantage of and support nearby commercial services.

Policy 2: Apply or revise zoning designation with careful consideration of factors, including existing and future traffic patterns.

Dedication of additional rights-of-way at the time of annexation will complete full rights-of-way acquisitions needed to accomplish goals within the Transportation Master Plan.

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

The subject property is vacant and considered infill and the requested zoning designation of R-1 will be compatible with the nearby residential development.

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.

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:

ANNX-25-5: 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 Single-Family Residential (R1) zoning on approximately 20-acres upon successful annexation of the property.

3/10/26
Date

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.

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT
Prairie Annexation
(File No. ANNX-25-5)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Copper Basin Construction, Inc.**, an Idaho Corporation, with its principal place of business at 505 E. Front Ave., Ste. 301 Coeur d'Alene, ID 83814-2776.

WHEREAS, Copper Basin Construction, Inc.**,** (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal descriptions and depictions of the Properties are 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 in order 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 located north of Prairie Ave., approximately 1/3 of a mile east of the intersection of N. Greensferry Rd. and W. Prairie Ave. 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, any and 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 and comply with City submittal standards. 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, any and 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 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 will all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.

3.2.2. Sewer Service Basin Revisions: Owner acknowledges that development of the northern 10-acres of the Property is conditioned upon required revisions to the sewer service basin to direct all sewer flows south. Prior to development of the northern portion, Owner is required to complete mass grading to achieve southerly flows. If mass grading efforts are insufficient to divert all sewer flows to the south, those portions of the Property that cannot be serviced by southerly gravity sewer flows will not be developed until such time as gravity sewer service is available from either the west or the north.

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, 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.

3.6 Prairie Avenue Access: The Owner acknowledges that access to Prairie Avenue is restricted as part of the roadway's classification as a Principle Arterial and is a Critical Arterial Corridor. Upon connection of this Property, via future roadway development on adjoining lands, to Cecil Rd. or Greensferry Rd., the existing roadway access point on Prairie Avenue is subject to revision and restricted access by the City.

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 15 foot wide public easement along Prairie Avenue for utilities, sidewalks, and storm drainage.

4.1.2. By grant of rights-of-way in a form acceptable to the City, Owner will grant public rights-of-way to the City of Post Falls along Prairie Avenue at a distance of 110 feet from the existing southern rights-of-way for Prairie Avenue.

4.1.3 As part of development of the Property, Owner is required to create a connection point for a Gallop Lane connection inline with Gallop Lane to the west of Greensferry 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/or 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. Other 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:

5.1.1. Double Fronted Lots: Where double fronted single-family lots are approved during the development of the Property, Owner agrees to provide a landscape buffer along arterials and

major collector roadways to provide a visually interesting streetscape and to provide a buffer for the residence from the traffic. The buffer must be located outside of dedicated rights of way and be a minimum of ten feet (10') wide. The buffer must be designed by a landscape architect and include grass, native, or other drought resistant vegetation and street trees meeting the City's street tree requirements. A permanent irrigation system must be installed to irrigate the buffer and an owner's association must be established to maintain the buffer.

5.1.2. Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.

5.1.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').

5.1.4. Duplex Lot Sizes: Rear loaded duplex lots must be a minimum of forty feet (40') wide. Front loaded duplex lots must be a minimum of fifty feet (50') wide. Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of fifty feet (50') measured at the front setback line.

5.1.5. Open Space: As part of the preliminary plat for this project area, the required 7% open space requirement for the RM zoning district shall be identified.

5.2.6. Midblock Walkways: Owner agrees to provide a pedestrian access easement or tract at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding one thousand feet (1,000') in length. Required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide.

5.2.7 Roadway Connectivity: No internal roadway shall provide a connection to parcels P-0000-024-5000, P-0000-024-5330, P-0000-024-6600, P-0000-024-6070, and P-0000-024-6220 as depicted in Exhibit B, until said parcels have provided an improved connection to either Greenferry Road or Prairie Avenue. The purpose of this condition is to discourage reliance on the future "access-restricted" Lynn Street connection as a primary access point to Prairie Avenue for development beyond the scope of this project.

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 Article 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 and amending the zoning designations. The parties agree that until the date of publication of the annexation and zoning 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 any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result 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.

CITY OF POST FALLS

By: _____
Randy Westlund, Mayor

Attest: _____
Shannon Howard, City Clerk

Copper Basin Construction, Inc.

By: _____
Steve D. White, President

ACKNOWLEDGEMENTS

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: _____

(Stamp above)

OWNER/DEVELOPER

STATE OF Idaho)
:ss
County of Kootenai)

This record was acknowledged before me on this 29th day of April, 2026, by Steve D. White, President of Copper Basin Construction, Inc.

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

ANDREA L. DITTMAN
COMM. NO. 57253
NOTARY PUBLIC
STATE OF IDAHO

(Stamp above)

Andrea L Dittman
Notary Public for the State of Idaho
Residing at: Dalton Gardens
Commission Expires: 11-3-31

Exhibit A

Annexation Description

A parcel of land being the West half of the Southeast Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter corner of said Section 24 being a 1/2 inch rebar with illegible yellow plastic cap per CP&F Instrument Number 2625186000, Records of Kootenai County, from which the Southwest corner bears North 89°42'22" West a distance of 2651.31 feet; thence along the South line of said Southwest Quarter, North 89°42'22" West a distance of 662.83 feet to a point on the City of Post Falls Boundary and also the **True Point of Beginning**;

thence continuing along said City of Post Falls Boundary, North 89°42'22" West a distance of 662.83 feet to a point on the East line of the Southwest Quarter of said Southwest Quarter of Section 24;

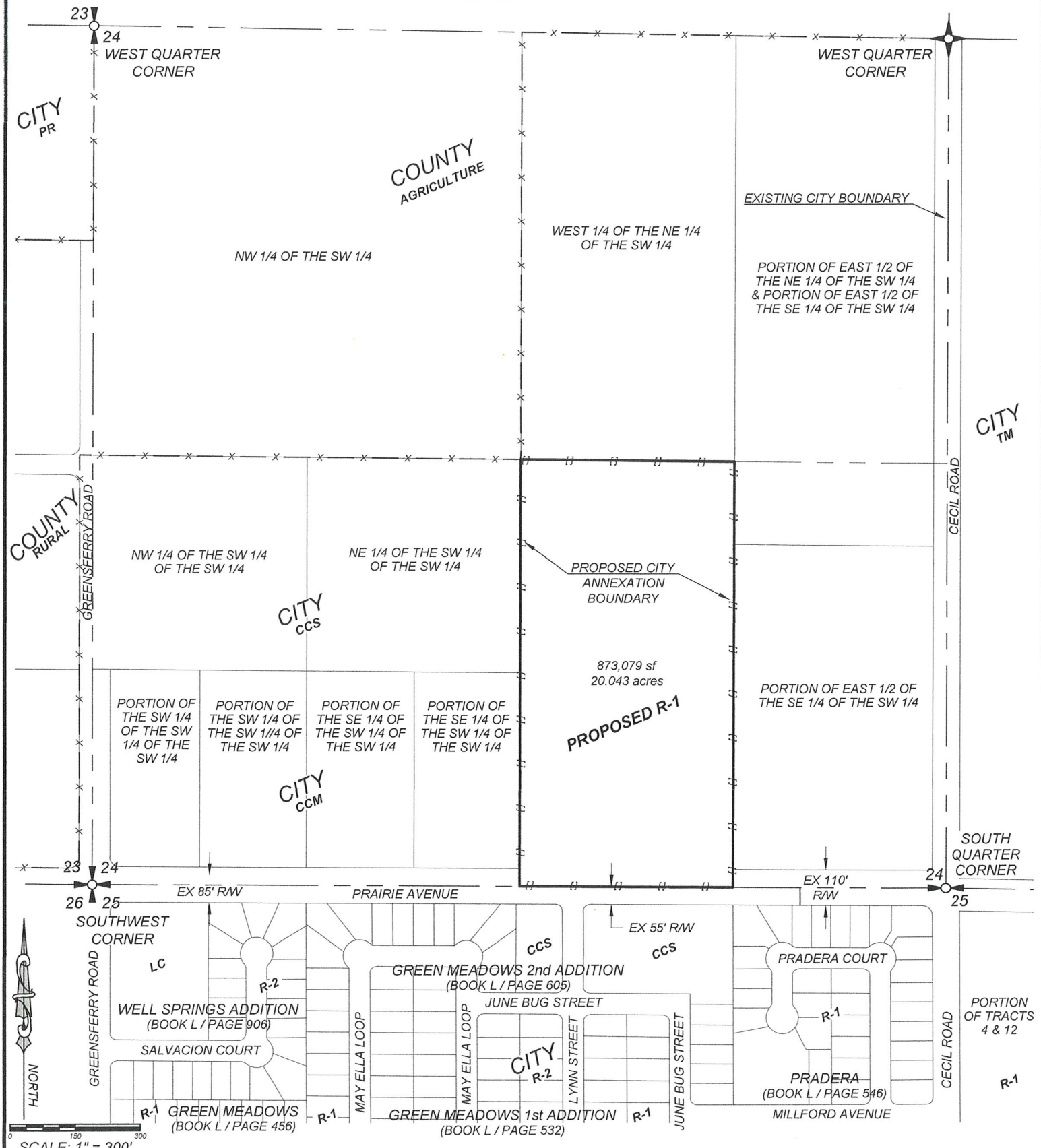
thence continuing along said City of Post Falls Boundary and along said East line, North 00°09'56" East a distance of 1317.65 feet to the Northeast corner of said Southwest Quarter of the Southwest Quarter of Section 24;

thence continuing along said City of Post Falls Boundary and along the South line of the Northeast Quarter of said Southwest Quarter, South 89°25'14" East a distance of 664.06 feet to the Northwest corner of the East half of said Southeast Quarter of the Southwest Quarter of Section 24;

thence continuing along said City of Post Falls Boundary and along the West line of said East half of the Southeast Quarter of the Southwest Quarter, South 00°13'07" West a distance of 1314.34 feet to the **True Point of Beginning**;

said parcel containing 20.043 acres of land, more or less.

VICINITY MAP



SCALE: 1" = 300'

LAKE CITY ENGINEERING

126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

VICINITY MAP

PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER

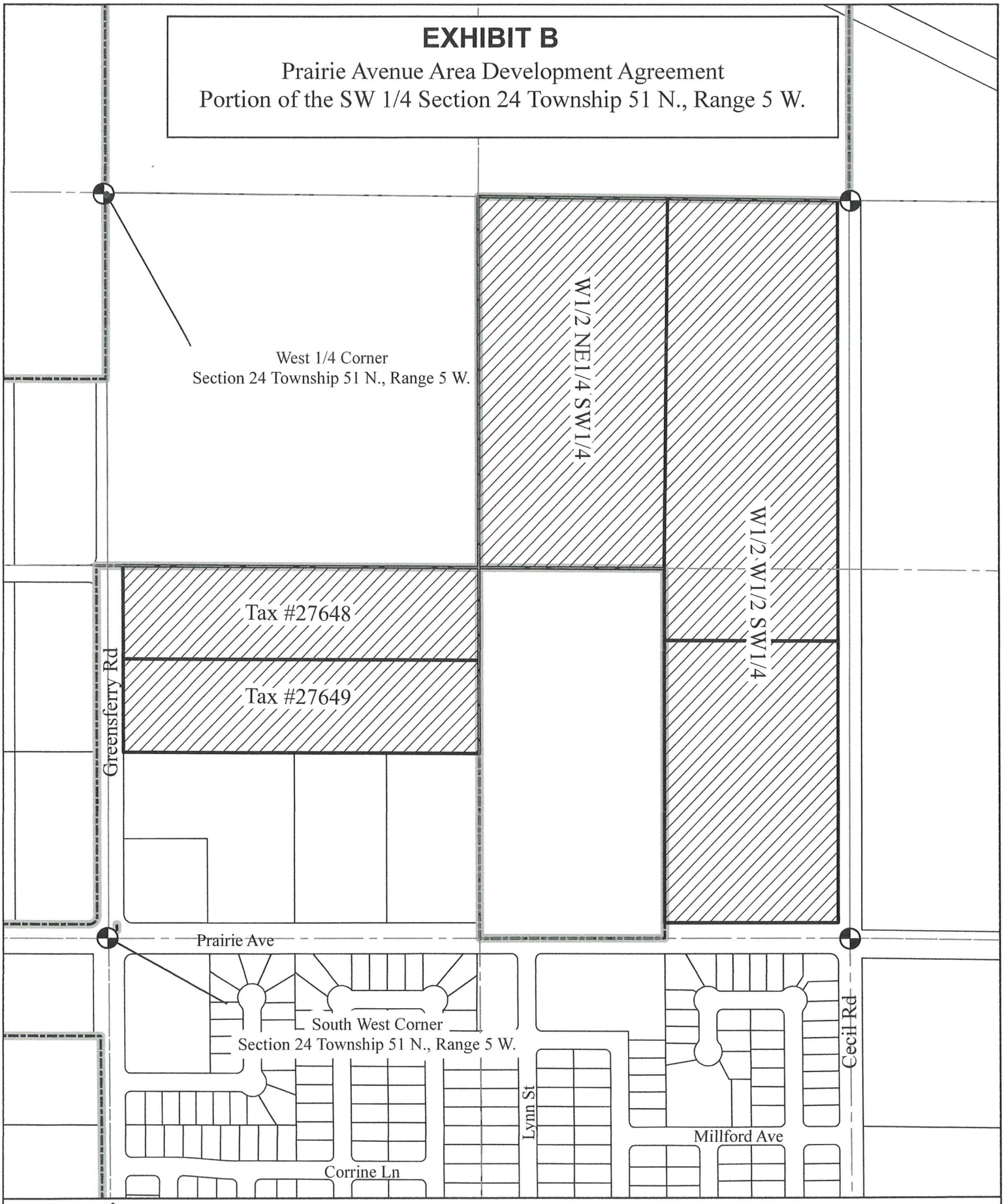
SW 1/4, SEC. 24, T 51 N, R 5 W, B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 300'
DATE:	09/15/2025
JOB NO:	LCE 25-053
FILE:	25-053-ANNX XBT.dwg

PLOTTED: Sep 30, 2025 - 1:27pm

EXHIBIT B

Prairie Avenue Area Development Agreement
Portion of the SW 1/4 Section 24 Township 51 N., Range 5 W.



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

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.

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 1:06 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Prairie Avenue Annexation File No ANNX-25-5

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 afternoon,
Prairie Avenue adjacent to the proposed annexation has been annexed by the City of Post Falls. The Post Falls Highway District may have comments at the time of the subdivision request.

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

p 208.765.3717
contactus@postfallshd.com

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
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>; 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>; 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: Notice to Jurisdictions Prairie Avenue Annexation File No ANNX-25-5

Hello –

Please find attached the Notice to Jurisdictions for the Prairie Avenue Annexation File No ANNX-25-5 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

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

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Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Wednesday, January 7, 2026 1:00 PM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Prairie Avenue Annexation File No ANNX-25-5
Attachments: Exhibit PH-2 NTJ_Prairie Avenue ANNX-25-5.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 13203)

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

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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.Monaldi@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 Avenue Annexation File No ANNX-25-5

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Report Suspicious

Hello –

Please find attached the Notice to Jurisdictions for the Prairie Avenue Annexation File No ANNX-25-5 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

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Monday, March 2, 2026 2:41 PM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Prairie Avenue Annexation File No. ANNX-25-5
Attachments: Exhibit PH-7 NTJ Prairie Ave ANNX-25-5.pdf

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Nancy,

Phillips 66 does not have any utilities within the attached project vicinity.
(Response 13266)

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

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, March 2, 2026 8:15 AM
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 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>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>;

Exhibit PA-6

Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Wednesday, March 4, 2026 4:41 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Prairie Avenue Annexation File No. ANNX-25-5

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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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, March 2, 2026 8:15 AM
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 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 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>; Kyle Leatham <kyle.leatham@bnsf.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>; 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.

Exhibit PA-7

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Thursday, March 12, 2026 1:48 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Prairie Avenue Annexation File No. ANNX-25-5

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 afternoon,
Prairie Avenue adjacent to the proposed annexation has been annexed by the City of Post Falls. The Post Falls Highway District may have comments 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

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Monday, March 2, 2026 8:15 AM
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 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>; Kyle Leatham <kyle.leatham@bnsf.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>; 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>
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>; 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 Prairie Avenue Annexation File No. ANNX-25-5

Please find attached the Notice to Jurisdictions for the Prairie Avenue Annexation File No. ANNX-25-5 that is scheduled for the City Council meeting March, 17, 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

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT
Prairie Annexation
(File Nos. ANNX-25-5)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Copper Basin Construction, Inc.**, an Idaho Corporation, with its principal place of business at 505 E. Front Ave., Ste. 301 Coeur d'Alene, ID 83814-2776.

WHEREAS, Copper Basin Construction, Inc.**, (**hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal descriptions and depictions of the Properties are 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 in order 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 located north of Prairie Ave., approximately 1/3 of a mile east of the intersection of N. Greensferry Rd. and W. Prairie Ave. 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, any and 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 and comply with City submittal standards. 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, any and 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 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 will all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.

3.2.2. Sewer Service Basin Revisions: Owner acknowledges that development of the northern 10-acres of the Property is conditioned upon required revisions to the sewer service basin to direct all sewer flows south. Prior to development of the northern portion, Owner is required to complete mass grading to achieve southerly flows. If mass grading efforts are insufficient to divert all sewer flows to the south, those portions of the Property that cannot be serviced by southerly gravity sewer flows will not be developed until such time as gravity sewer service is available from either the west or the north.

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, 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.

3.6 Prairie Avenue Access: The Owner acknowledges that access to Prairie Avenue is restricted as part of the roadway's classification as a Principle Arterial and is a Critical Arterial Corridor. Upon connection of this Property, via future roadway development on adjoining lands, to Cecil Rd. or Greensferry Rd., the existing roadway access point on Prairie Avenue is subject to revision and restricted access by the City.

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 15 foot wide public easement along Prairie Avenue for utilities, sidewalks, and storm drainage.

4.1.2. By grant of rights-of-way in a form acceptable to the City, Owner will grant public rights-of-way to the City of Post Falls along Prairie Avenue at a distance of 110 feet from the existing southern rights-of-way for Prairie Avenue.

4.1.3 As part of development of the Property, Owner is required to create a connection point for a Gallop Lane connection inline with Gallop Lane to the west of Greensferry 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/or 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. Other 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:

5.1.1. Double Fronted Lots: Where double fronted single-family lots are approved during the development of the Property, Owner agrees to provide a landscape buffer along arterials and

major collector roadways to provide a visually interesting streetscape and to provide a buffer for the residence from the traffic. The buffer must be located outside of dedicated rights of way and be a minimum of ten feet (10') wide. The buffer must be designed by a landscape architect and include grass, native, or other drought resistant vegetation and street trees meeting the City's street tree requirements. A permanent irrigation system must be installed to irrigate the buffer and an owner's association must be established to maintain the buffer.

5.1.2. Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.

5.1.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').

5.1.4. Duplex Lot Sizes: Rear loaded duplex lots must be a minimum of forty feet (40') wide. Front loaded duplex lots must be a minimum of fifty feet (50') wide. Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of fifty feet (50') measured at the front setback line.

5.1.5. Open Space: As part of the preliminary plat for this project area, the required 7% open space requirement for the RM zoning district shall be identified.

5.2.6. Midblock Walkways: Owner agrees to provide a pedestrian access easement or tract at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding one thousand feet (1,000') in length. Required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide.

5.2.7 Roadway Connectivity: No internal roadway shall provide a connection to parcels P-0000-024-5000, P-0000-024-5330, P-0000-024-6600, P-0000-024-6070, and P-0000-024-6220 as depicted in Exhibit B, until said parcels have provided an improved connection to either Greenferry Road or Prairie Avenue. The purpose of this condition is to discourage reliance on the future "access-restricted" Lynn Street connection as a primary access point to Prairie Avenue for development beyond the scope of this project.

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 Article 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 and amending the zoning designations. The parties agree that until the date of publication of the annexation and zoning 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 any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result 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.

CITY OF POST FALLS

By: _____
Randy Westlund, Mayor

Attest: _____
Shannon Howard, City Clerk

Copper Basin Construction, Inc.

By: _____
Steve D. White, President

ACKNOWLEDGEMENTS

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: _____

(Stamp above)

OWNER/DEVELOPER

STATE OF Idaho)
:ss
County of Kootenai)

This record was acknowledged before me on this 29th day of April, 2026, by Steve D. White, President of Copper Basin Construction, Inc.

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

ANDREA L. DITTMAN
COMM. NO. 57253
NOTARY PUBLIC
STATE OF IDAHO

(Stamp above)

Andrea L Dittman
Notary Public for the State of Idaho
Residing at: Dalton Gardens
Commission Expires: 11-3-31

Exhibit A

Annexation Description

A parcel of land being the West half of the Southeast Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter corner of said Section 24 being a 1/2 inch rebar with illegible yellow plastic cap per CP&F Instrument Number 2625186000, Records of Kootenai County, from which the Southwest corner bears North 89°42'22" West a distance of 2651.31 feet; thence along the South line of said Southwest Quarter, North 89°42'22" West a distance of 662.83 feet to a point on the City of Post Falls Boundary and also the **True Point of Beginning**;

thence continuing along said City of Post Falls Boundary, North 89°42'22" West a distance of 662.83 feet to a point on the East line of the Southwest Quarter of said Southwest Quarter of Section 24;

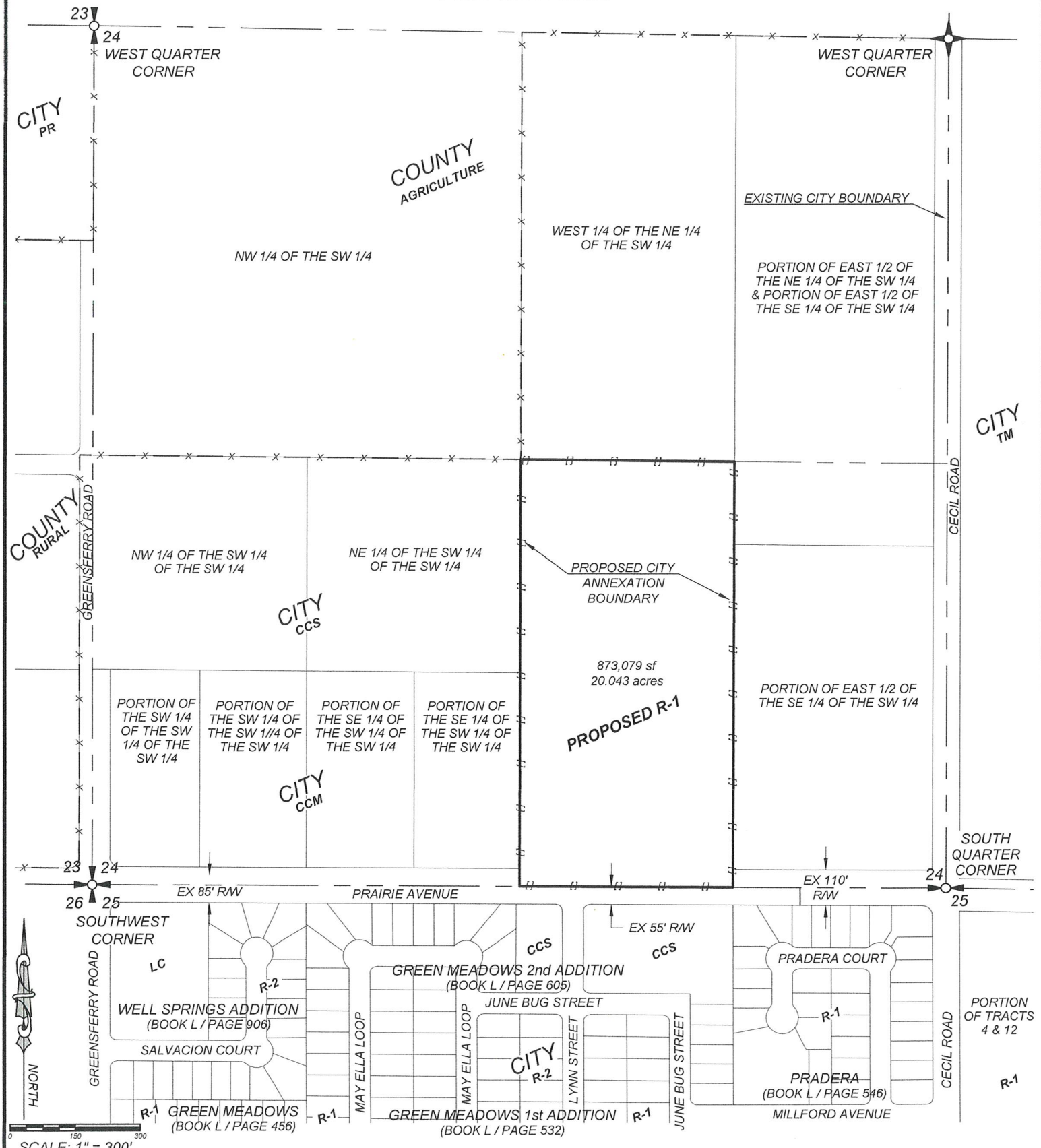
thence continuing along said City of Post Falls Boundary and along said East line, North 00°09'56" East a distance of 1317.65 feet to the Northeast corner of said Southwest Quarter of the Southwest Quarter of Section 24;

thence continuing along said City of Post Falls Boundary and along the South line of the Northeast Quarter of said Southwest Quarter, South 89°25'14" East a distance of 664.06 feet to the Northwest corner of the East half of said Southeast Quarter of the Southwest Quarter of Section 24;

thence continuing along said City of Post Falls Boundary and along the West line of said East half of the Southeast Quarter of the Southwest Quarter, South 00°13'07" West a distance of 1314.34 feet to the **True Point of Beginning**;

said parcel containing 20.043 acres of land, more or less.

VICINITY MAP



SCALE: 1" = 300'

LAKE CITY ENGINEERING

126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

VICINITY MAP

PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER

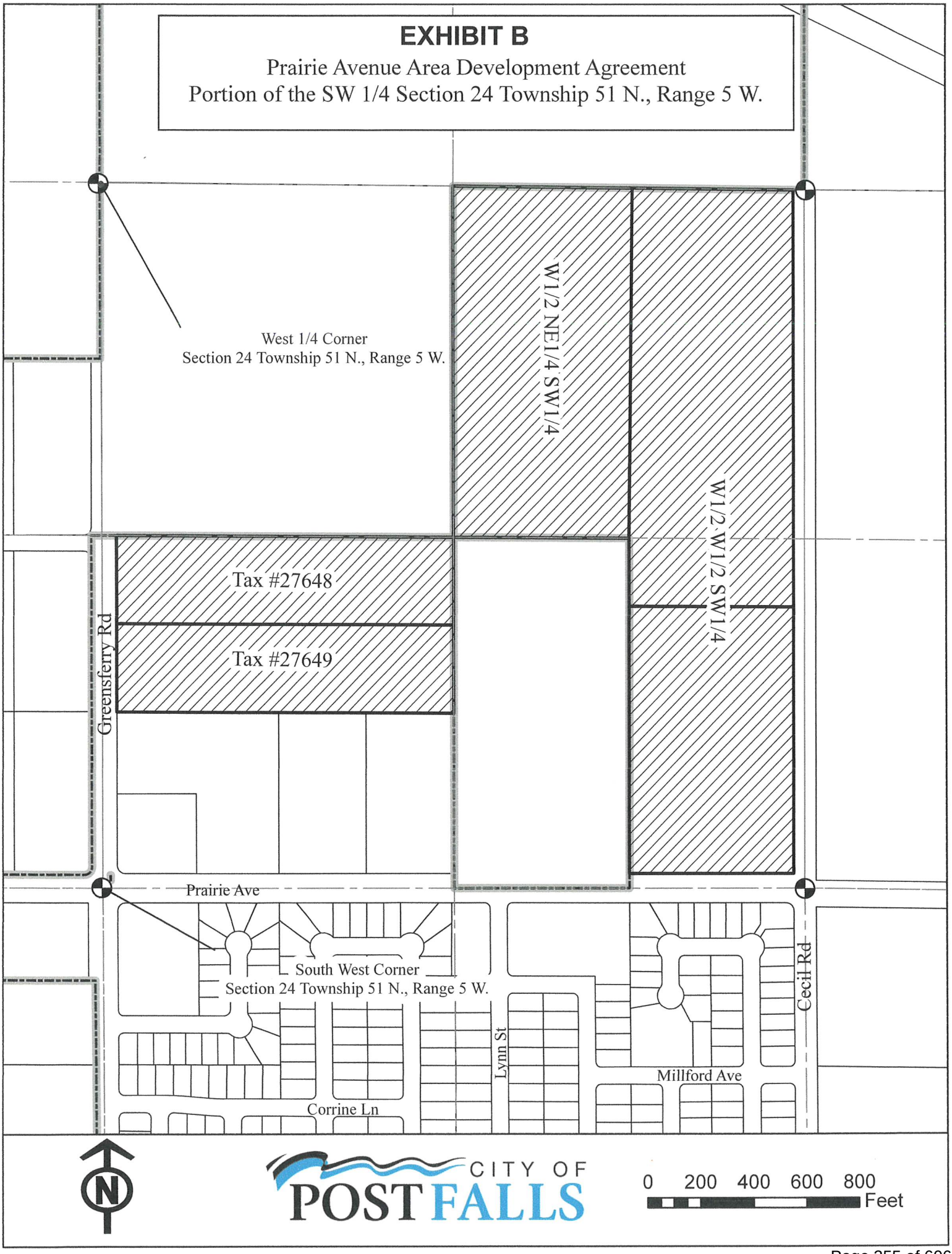
SW 1/4, SEC. 24, T 51 N, R 5 W, B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 300'
DATE:	09/15/2025
JOB NO:	LCE 25-053
FILE:	25-053-ANNX XBT.dwg

PLOTTED: Sep 30, 2025 - 1:27pm

EXHIBIT B

Prairie Avenue Area Development Agreement
Portion of the SW 1/4 Section 24 Township 51 N., Range 5 W.



Nancy Thurwachter

From: Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@BPA.Gov>
Sent: Monday, May 4, 2026 12:29 PM
To: Nancy Thurwachter
Cc: Farley,Alynette B (CONTR) - TERR-BELL-1
Subject: File No. ANNX-25-5 RE: Notice to Jurisdiction Prairie Avenue Annexation

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No comment, BPA power line easement not affected.

Alynette Farley
BONNEVILLE POWER ADMINISTRATION
DEPARTMENT OF ENERGY
CONTR (Actalent)
Right-of-Way Agent I Real Property Services I TERR
abfarley@bpa.Gov I O: 509-468-3083 I C: 971-710-6926

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, May 4, 2026 10:40 AM
To: Ali Marenau <AMarienau@kmpo.net>; Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@BPA.Gov>; Raymond,Amanda R (BPA) - TERR-BELL-1 <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 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>; Kate Williams <kwilliams@kmpo.net>; 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 Barns <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>
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

Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Wednesday, May 6, 2026 8:09 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction Prairie Avenue Annexation File No. ANNX-25-5

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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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, May 4, 2026 10:40 AM
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 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 Philips <Karen.Phillips@avistacorp.com>; Kate Williams <kwilliams@kmpo.net>; 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 Barns <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

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Wednesday, May 6, 2026 9:26 AM
To: Nancy Thurwachter
Subject: Notice to Jurisdiction Prairie Avenue Annexation File No. ANNX-25-5
Attachments: Exhibit PH-7 NTJ Prairie Ave ANNX-25-5.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.

Phillips 66 des not have any utilities within the attached project vicinity.
(Response 13351)

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

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, May 4, 2026 10:40 AM
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 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>; Kate Williams <kwilliams@kmpo.net>; 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 Barns <lee.barnes@tdstelecom.com>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; Patton, Michael M <Michael.M.Patton@p66.com>;

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Wednesday, May 6, 2026 3:26 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction Prairie Avenue Annexation File No. ANNX-25-5

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 afternoon,
Prairie Avenue adjacent to the proposed annexation has been annexed by the City of Post Falls. The Post Falls Highway District may have comments 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

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Monday, May 4, 2026 10:40 AM
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 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>; Kate Williams <kwilliams@kmpo.net>; 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 Barns

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Mullan Annexation (ANNX-25-7)

ITEM AND RECOMMENDED ACTION:
This item is to allow continued deliberation concerning the Mullan Annexation and zoning after the March 17, 2026, public hearing was closed. During the public hearing, the applicant's representative indicated that her clients might be OK with restricting multifamily uses in the development agreement for the property. However, the ownership group is not willing to accept a restriction on multifamily uses. Given that, council may approve the annexation and zoning as presented, without the restriction, or may deny the request if the request does not meet the approval criteria based on the record created during the public hearing.

DISCUSSION:
During the Public Hearing on March 17, 2026, the applicant's representative was asked whether restricting multifamily residential as a permitted use within the associated development agreement would present any issues. The representative indicated that, to her understanding, such a condition would not pose a concern.

However, following the conclusion of the hearing, the ownership group determined that they can't accept this condition. They contend that the restriction is inconsistent with the definition and intent of the Community Commercial Services (CCS) zone as outlined in PFMC 18.16.010(B)(2). This section states that the CCS zone is intended to support a variety of retail, professional, and service-oriented businesses as well as multifamily residential uses to support commercial service providers. However, residential uses require an additional evaluation of a special use permit to ensure that the use fits better into its location. During the special use permit process, the Planning Commission may attach conditions to ensure that the use better fits into its surroundings. Those conditions can impose more stringent requirements than the city's general code requirements. The zone is typically applied in areas located near arterial and collector streets such as Mullan Ave.

At the hearing, the consensus of the council was that annexation was in the best interest of the city. There was limited testimony at the hearing concerning zoning. One owner of an adjoining property requested that, if multifamily uses were developed on the site, that additional site design considerations be attached. Because multifamily development would trigger a requirement for a special use permit, conditions of that nature could be imposed by the Planning Commission following a public hearing that the neighbors would be notified of.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council heard this item as part of a Public Hearing on March 17, 2026.

APPROVED OR DIRECTION GIVEN:

Modify the development agreement to restrict multi-family uses and bring this singed annexation agreement back to City Council.

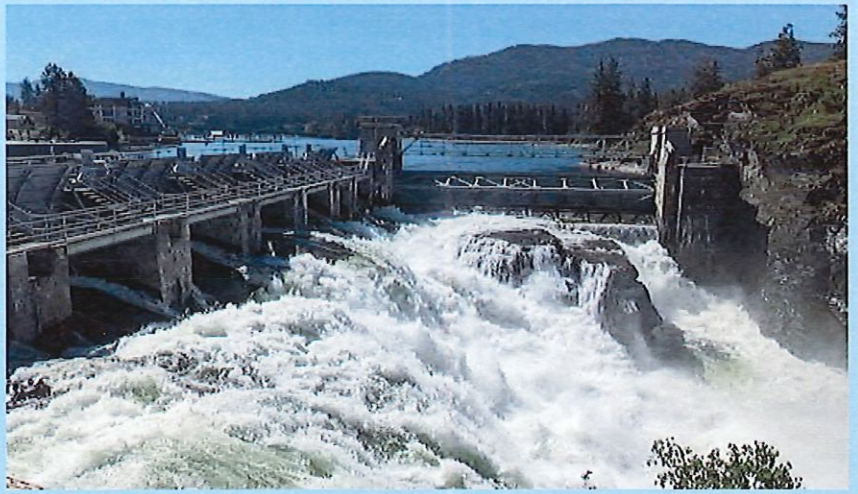
FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. Updated Powerpoint April 7th Overview
2. Angie McPhee's Validation Email

Mullan Avenue Annexation

ANNX-25-7



CITY OF POST FALLS

Jon Manley – Planning Manager

OWNERS: North Idaho Surgical Hospital Building Land Holdings LLC

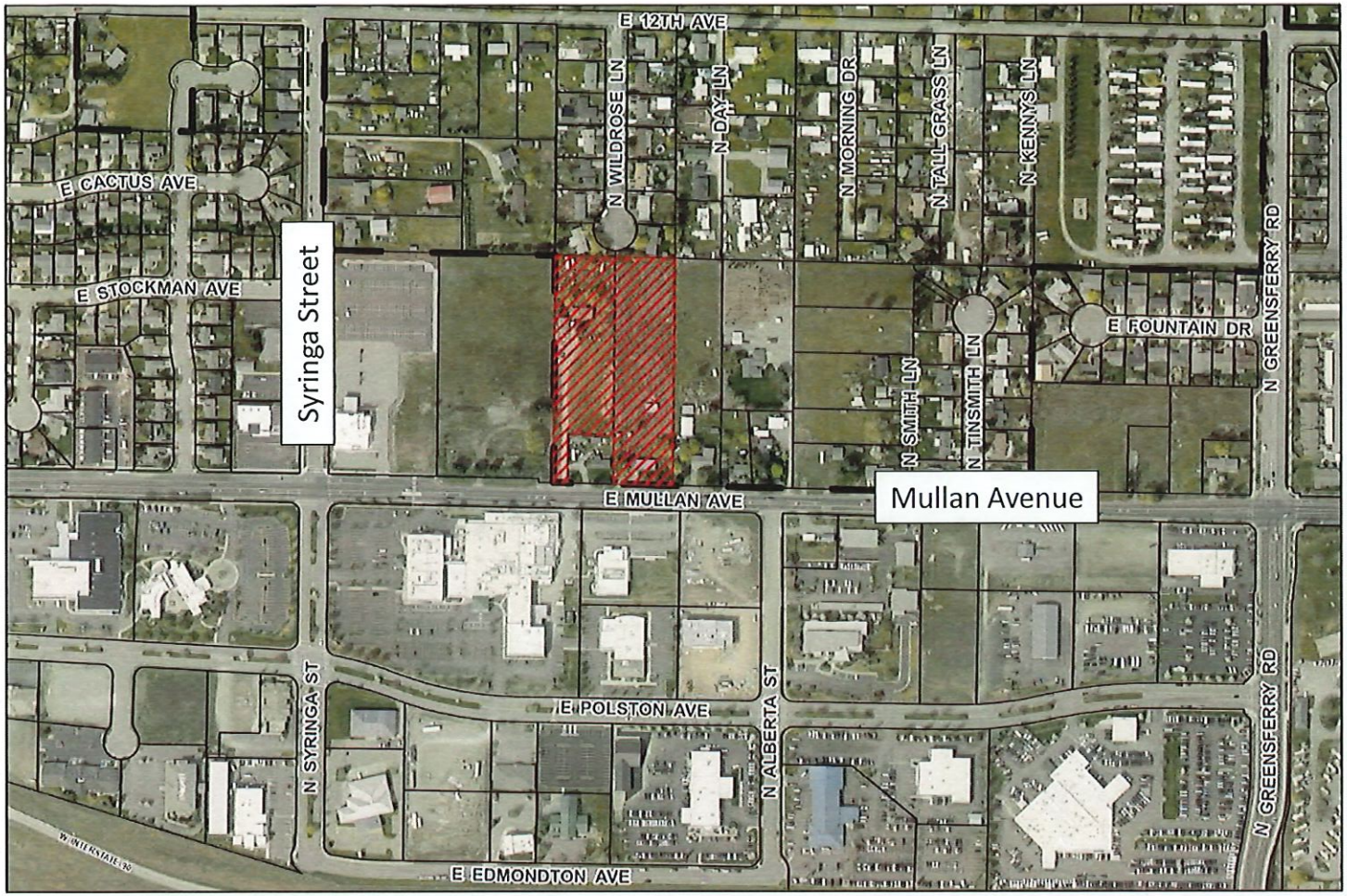
APPLICANT: Angie McPhee

REQUESTED ACTIONS:

- **Annexation:** Applicant is requesting the City Council to approve a request to annex approximately 4.39-acres with Community Commercial Services (CCS) zoning into the City of Post Falls

Mullan Avenue

CITY OF POST FALLS



Project Location
Mullan Annexation
ANNEXATION
ANNX-25-7

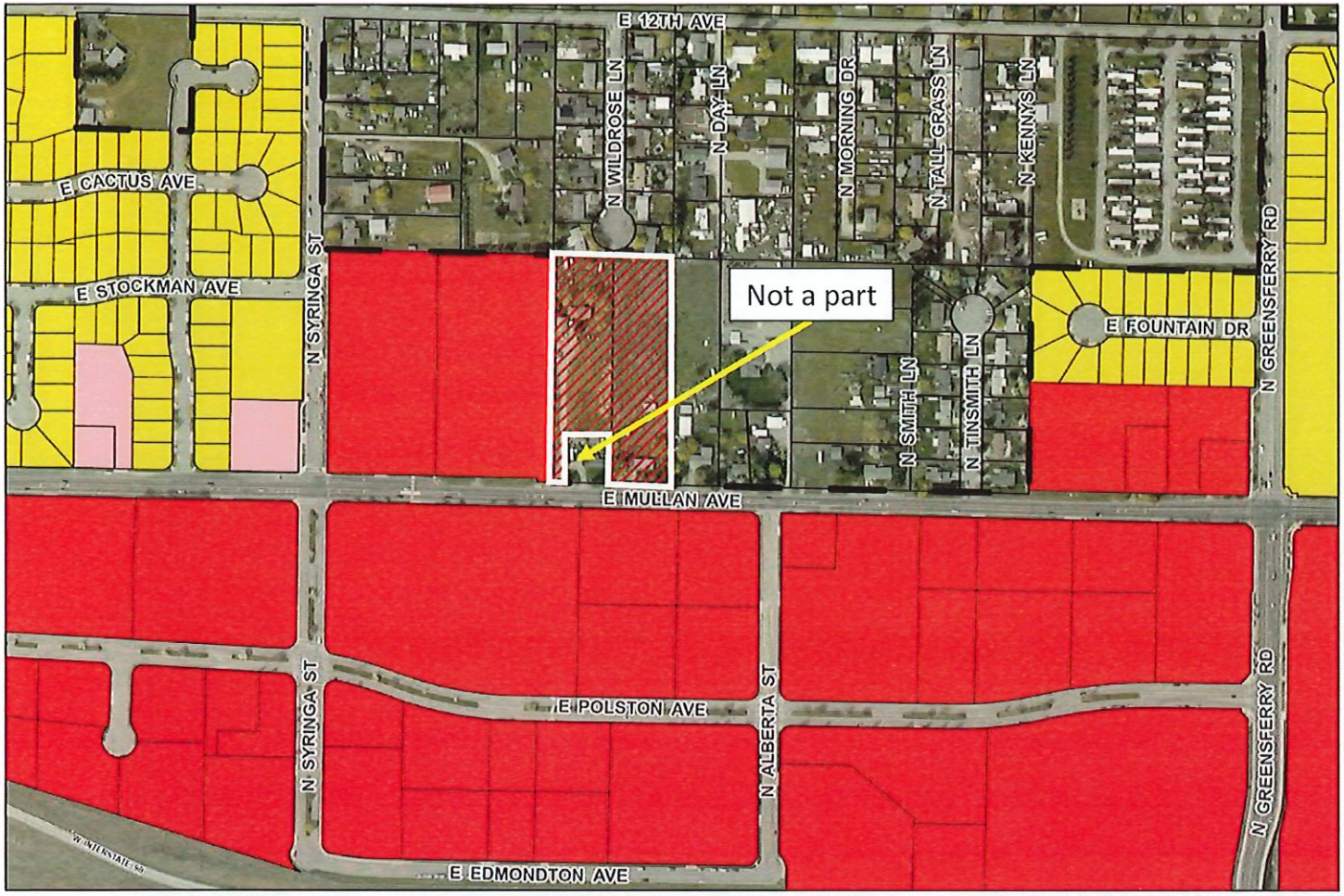
CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

N

Project Location

CITY OF POST FALLS



Zoning Map
Mullan Annexation
ANNEXATION
ANNX-25-7

CITY OF POST FALLS

Subject Site
Post Falls City Boundary
CCS
LC
R-1

N

Surrounding Zoning

CITY OF POST FALLS

Land Use & Site

- 2 parcels containing single-family homes
- 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

- Mullan Avenue is a Minor Arterial
- Additional rights-of-way and easement would need to be provided as part of annexation

Additional Information

CITY OF POST FALLS

Staff Cited the following:

- How the annexation may align with the city's **Comprehensive Plan** and the **Business Commercial** future land use designation.
- How the proposal supports:
  - Infill development
  - Commercial growth
  - Economic development
  - Increased pedestrian connectivity
  - Expansion of city sewer service over the Rathdrum Prairie Aquifer.

Staff Cited the following:

- Mullan Avenue is classified as a **minor arterial** and can accommodate projected traffic regarding the uses in the CCS zoning district.
- CCS zoning could allow multifamily housing with a special use permit.

Applicant Cited the following:

- Property would likely be marketed for future commercial or mixed-use development after annexation.

City Council discussed the following:

- How the proposal supports:
  - Infill development
  - county island removal
  - sewer connectivity,
  - roadway improvements,
  - and economic development benefits
- Expressed concern about high-density residential development adjacent to nearby single-family homes and medical/commercial uses along Mullan Ave.

Adjacent property representative discussed the following:

- Generally supported annexation but requested protections including:
  - A Larger landscape buffer
  - Height restrictions
  - Additional setbacks,
- Concerns centered on preventing large apartment-style development directly adjacent to existing homes.

Council asked the following,

"Would the applicant be interested in adding a development agreement that this piece of property stays commercial only and not residential?"

Angie McPhee Responded,

"I can't speak for them, but I would believe yes."

1. Angie McPhee's response was qualified rather than definitive and acknowledged she can't speak for ownership as this was not known prior to hearing.

2. The proposed condition prohibiting multifamily residential development was introduced during council deliberation and was not previously identified as a requirement through noticing or in the staff report.

3. Because multifamily housing is an allowed use within the CCS district through the city's established Special Use Permit process, the ownership group believes the restrictions should be applied though that process.

Ownership Contests

CITY OF POST FALLS

4. Additionally, the ownership group's perspective is that compatibility concerns related to future multifamily development would normally be evaluated through the Special Use Permit process itself, where site design, buffering, landscaping, setbacks, traffic, and neighborhood impacts could be addressed on an actual proposal rather than prohibited categorically at annexation.

5. Ownership does not desire the condition and would like CCS as defined.

Ownership Contests

CITY OF POST FALLS

Land Use & Site

- Both parcels contain a single-family home
- Over the Rathdrum Prairie Aquifer

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

Water

- Ross Point Water District

Traffic

- Mullan Avenue is a Minor Arterial
- Additional rights-of-way and easement would need to be provided as part of annexation

Additional Information

CITY OF POST FALLS

FOLLOWING SLIDES ARE FOR REFERANCE

CITY OF POST FALLS

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?

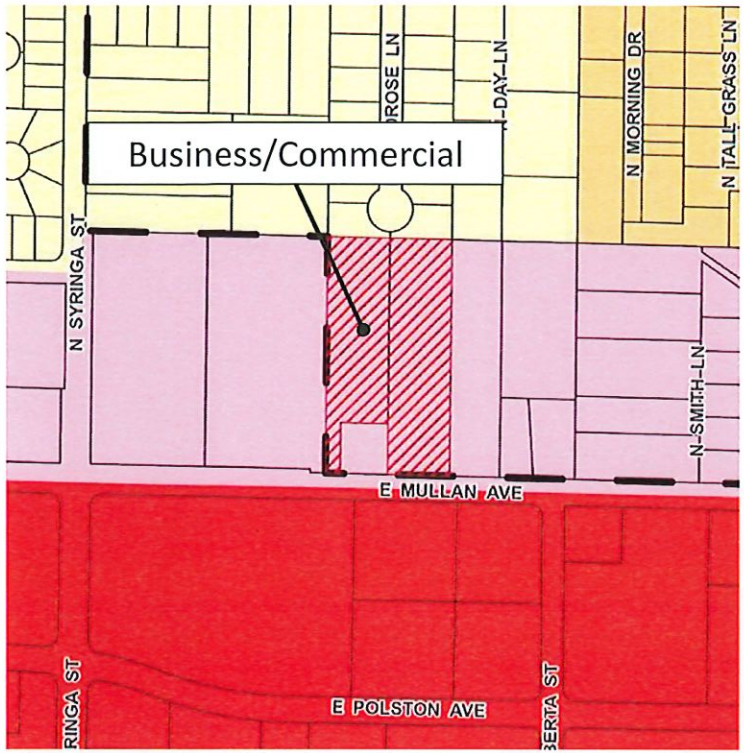
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

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

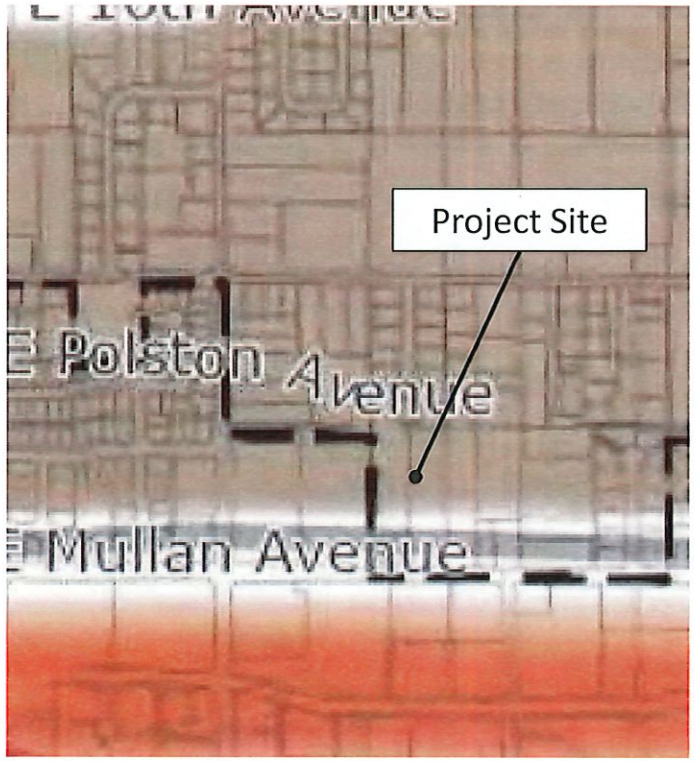
CITY OF POST FALLS

Future Land Use Designation



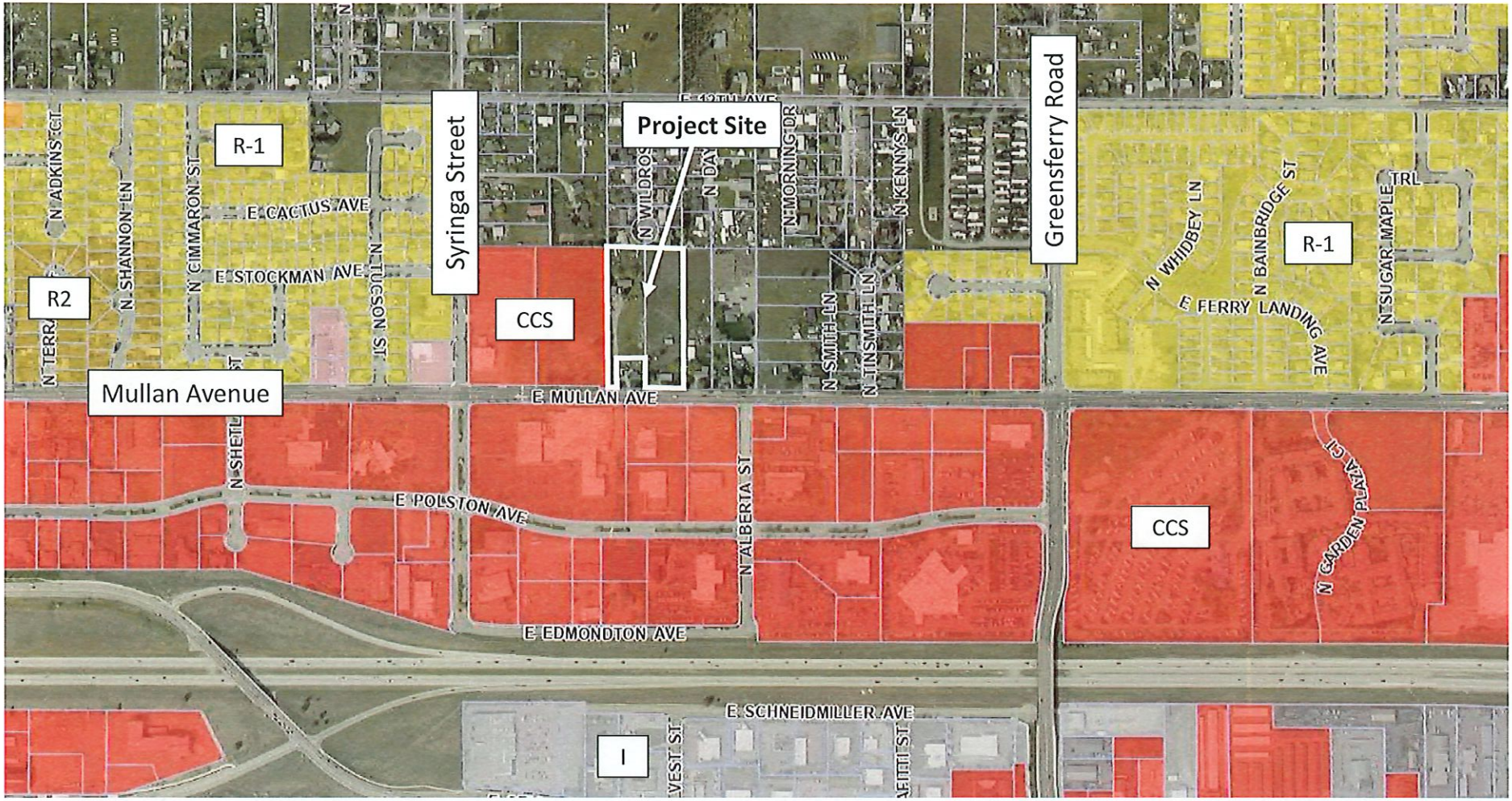
Implementing Zoning District - Per Focus Area

Central Island



Future Land Use Designation/Focus Area

CITY OF POST FALLS



Zoning/Surrounding Area

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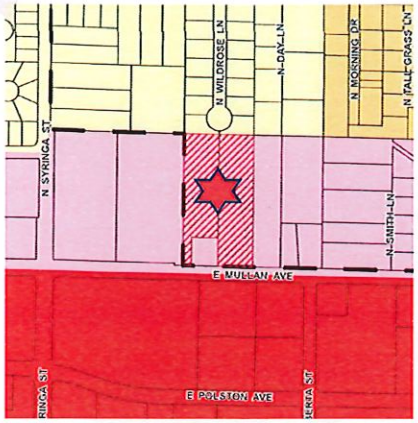
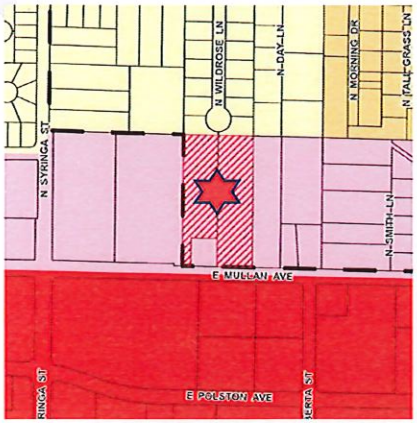
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business/Commercial *Provides a variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.*	Central Island A particular challenge for Post Falls has been the incorporation of "county islands" into City limits, particularly in this part of town. The focus area includes key policies to help guide development in the area such as promote infill, prioritize annexations, support development patterns that are interconnected, provide pedestrian connectivity, and focus provisions for commercial along arterial and collector streets.	[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health	[P.02]: Apply or revise zoning designations with careful consideration of factors including: **Future land use mapping;** **Compatibility with surrounding land uses;** **Infrastructure and service plans;** **Existing and future traffic patterns;** **Goals and policies of the comprehensive plan, related master plan and/or facility plans.**

CITY OF POST FALLS

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business/Commercial *Provides a variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.*	Central Island A particular challenge for Post Falls has been the incorporation of "county islands" into City limits, particularly in this part of town. The focus area includes key policies to help guide development in the area such as promote infill, prioritize annexations, support development patterns that are interconnected, provide pedestrian connectivity, and focus provisions for commercial along arterial and collector streets.	[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.8]: Encourage compatible infill development and redevelopment of under-utilized properties within City limits. [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.

CITY OF POST FALLS

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?

- 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

CITY OF POST FALLS

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

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

[PA-3] Idaho Transportation Department – No comment

[PA-4 & PA-8] Yellowstone Pipeline – No facilities within project site

[PA-5 & PA-7] Post Falls Highway District – No comment

[PA-6] Department of Environmental Quality – No impacts

Agency Comments

CITY OF POST FALLS

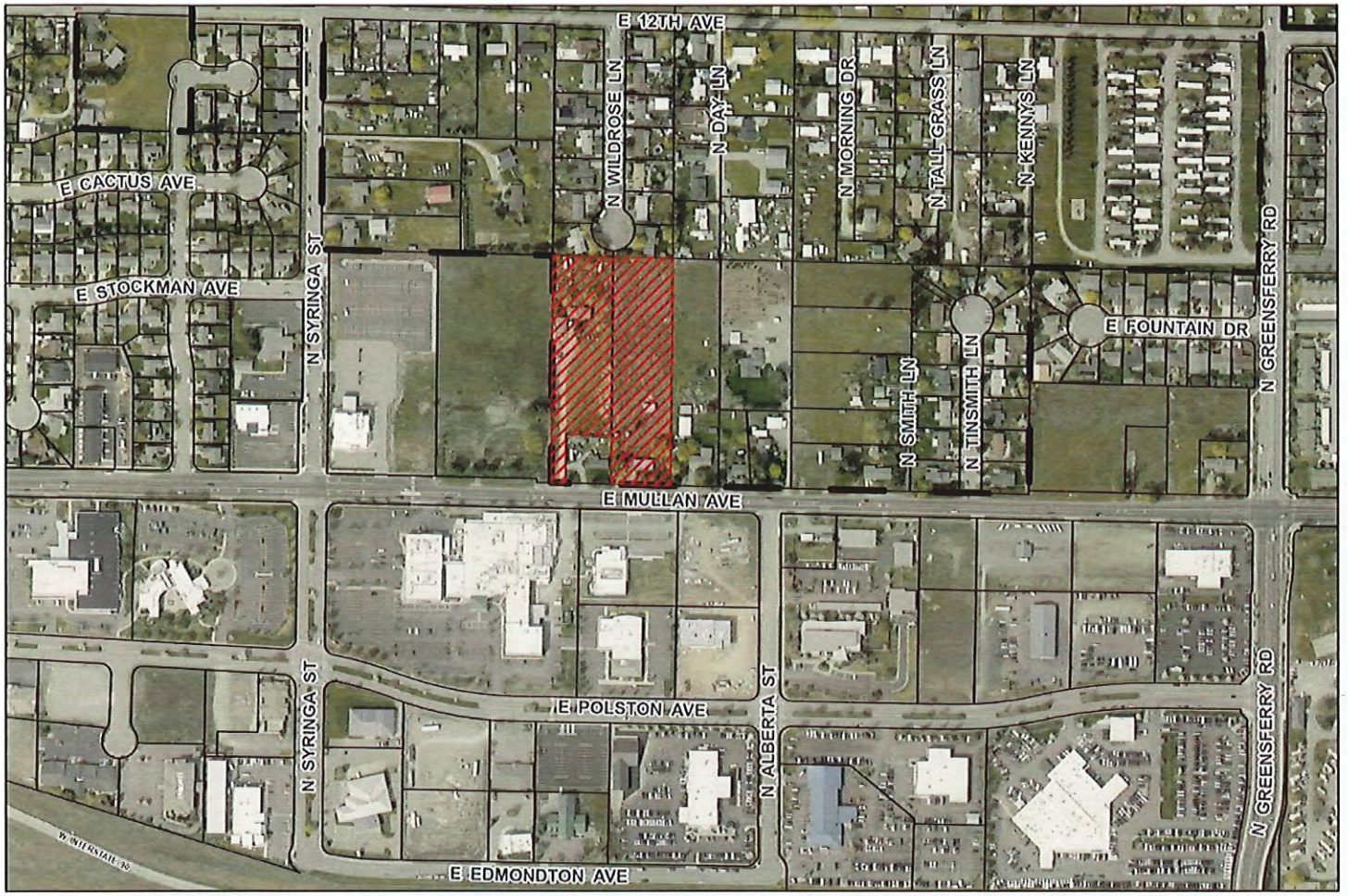
1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

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

CITY OF POST FALLS



Project Location

Jon Manley

From: Angie McPhee <angie@ehpconst.com>
Sent: Tuesday, May 12, 2026 10:26 AM
To: Jon Manley
Cc: Shane Zaring, The Experience Northwest
Subject: Re: Annexation 25-7 update

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.

Jon,

Yes, the following is in alignment with what I have described to you as the owner's stance. I appreciate your time in this matter.

Thank you,

Angie McPhee
REALTOR® | The Experience Northwest
208-626-2223
angie@ehpconst.com
North Idaho

On May 12, 2026, at 10:11 AM, Jon Manley <jmanley@postfalls.gov> wrote:

Meeting is on the 19th .

Does the following align with what you have described to me regarding the ownership's stance?

Angie McPhee's response was qualified rather than definitive and acknowledged she can't speak for ownership as this was not known prior to hearing.

The proposed condition prohibiting multifamily residential development was introduced during council deliberation and was not previously identified as a requirement through noticing or in the staff report.

Because multifamily housing is an allowed use within the CCS district through the city's established Special Use Permit process, the ownership group believes the restrictions should be applied though that process.

Additionally, the ownership group's perspective is that compatibility concerns related to future multifamily development would normally be evaluated through the Special Use Permit process itself, where site design, buffering, landscaping, setbacks, traffic, and neighborhood impacts could be addressed on an actual proposal rather than prohibited categorically at annexation.

Ownership does not desire the condition and would like CCS as defined.

Regards,

Jon Manley
Planning Manager
208.457.3344
jmanley@postfalls.gov

From: Angie McPhee <angie@ehpconst.com>
Sent: Tuesday, May 12, 2026 10:08 AM
To: Jon Manley <jmanley@postfalls.gov>
Cc: Shane Zaring, The Experience Northwest <sznorthidaho@yahoo.com>
Subject: Annexation 25-7 update

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.

Jon,

I wanted to reach out as I have not heard back about your meeting with council regarding the annexation. We spoke last month regarding the exception of multifamily on annexation 25-7. How did the meeting go? What direction are we to move forward with our request?

Thank you,

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Solids Conveyor Purchase Contract with JDV Equipment — Water Reclamation Facility Solids Handling Improvements Project

---

ITEM AND RECOMMENDED ACTION:
Staff requests City Council approval of the procurement contract with JDV Equipment. City Council approval will authorize the Mayor to sign the Notice of Award and to direct staff to proceed with the contract documents.

DISCUSSION:
Background
Significant upgrades are needed at the Water Reclamation Facility (WRF) to improve the solids handling process of wastewater treatment. Several components of these planned improvements were initially identified in the 2013 WRF Facility Plan as a future need. Last year, City Council adopted the 2024 update to the Facility Master Plan which provided refinement to the needed improvements. The Facility plan was developed by J-U-B Engineers and City staff. City Council approved a design contract for the Solids Handling Improvements project on July 1, 2025.

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.

The Solids Improvements project is divided into two sub projects. Project 1 will increase the existing redundancy in the treatment of wastewater by expediting the procurement and installation of an additional BDP press. City Council approved the purchase of an additional BDP press in November 2025.

Recommended Conveyor Purchase
The new press requires a conveyor to connect into the existing conveyance system. Early in design, staff envisioned the conveyor would be procured by the CMGC, however, the project team identified this equipment as a long-lead order, requiring up to 6-months for fabrication and delivery. Therefore, staff recommends the City pre-procure the conveyor equipment required to make Project 1 fully operational in early 2027.

On April 21, 2026, the City solicited quotes from three conveyor suppliers as required in the city's current purchasing policy for purchases valued between $50,000 and $100,000. JDV Equipment submitted the lowest cost proposal in the amount of $87,590.

Installation of the BDP press and JDV conveyor will be incorporated into a future construction contract with Apollo Inc., the CMGC for the project. Delivery of the project 1 belt press and conveyor is anticipated in early 2027. The conveyor(s) for project 2 will be purchased under the CMGC's contract, to be negotiated at a future date and following the design phase of the project.

City staff will provide a brief presentation summarizing this memo and the next steps.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
CMGC Contract with Apollo Inc, February 17, 2026
Procurement contract with BDP Industries, November 3, 2025
Sole source declaration of BDP Industries, September 16, 2025
Design Contract with J-U-B, July 1, 2025
WRF Facility Planning Study, June 18, 2024

APPROVED OR DIRECTION GIVEN:
Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
This procurement is budgeted and funded through the WRF project budget for Solids Handling Improvements.

The contract value for the requested purchase is $87,590. Staff requests a 10% contingency in the amount of $8,759 to be authorized by the Public Works Director in the event additional services will benefit the project. The total request from staff is $96,349.

BUDGET CODE:
650-463.3125.95520

ATTACHMENTS:
1. 051926 PPT_WRF Solids Handling_BDP and JDV
2. 051226JDV_NOA

Water Reclamation Facility
Solids Handling Improvements

Andrew Arbini, Projects Division Manager

Public Works Department
May 19, 2026

CITY OF POST FALLS

Council Requests

Item c: Procurement contract for solids conveyor with JDV Equipment

Item d: Contract change order for an additional BDP dewatering press

Presentation Outline

- Project Background
- Solids Treatment
- Project 1 Request
- Project 2 Request
- Sole Source Procurement
- Project Schedule and Next Steps

Project Background

- Solids Handling Project identified in the 2024 Facilities Study
  - Project 1: Improve the existing solids treatment redundancy
  - Project 2: Balance of solids improvements to meet long-term redundancy
- Design contract awarded at the July 1, 2025 City Council meeting
- Declaration of BDP Industries (Belt Dewatering Press Industries) as a sole source vendor
  - Purchase of BDP press for Project 1 in November 2025
- Preconstruction services contract with Apollo Inc. (CMGC)
- Project is progressing to a 60% level of design

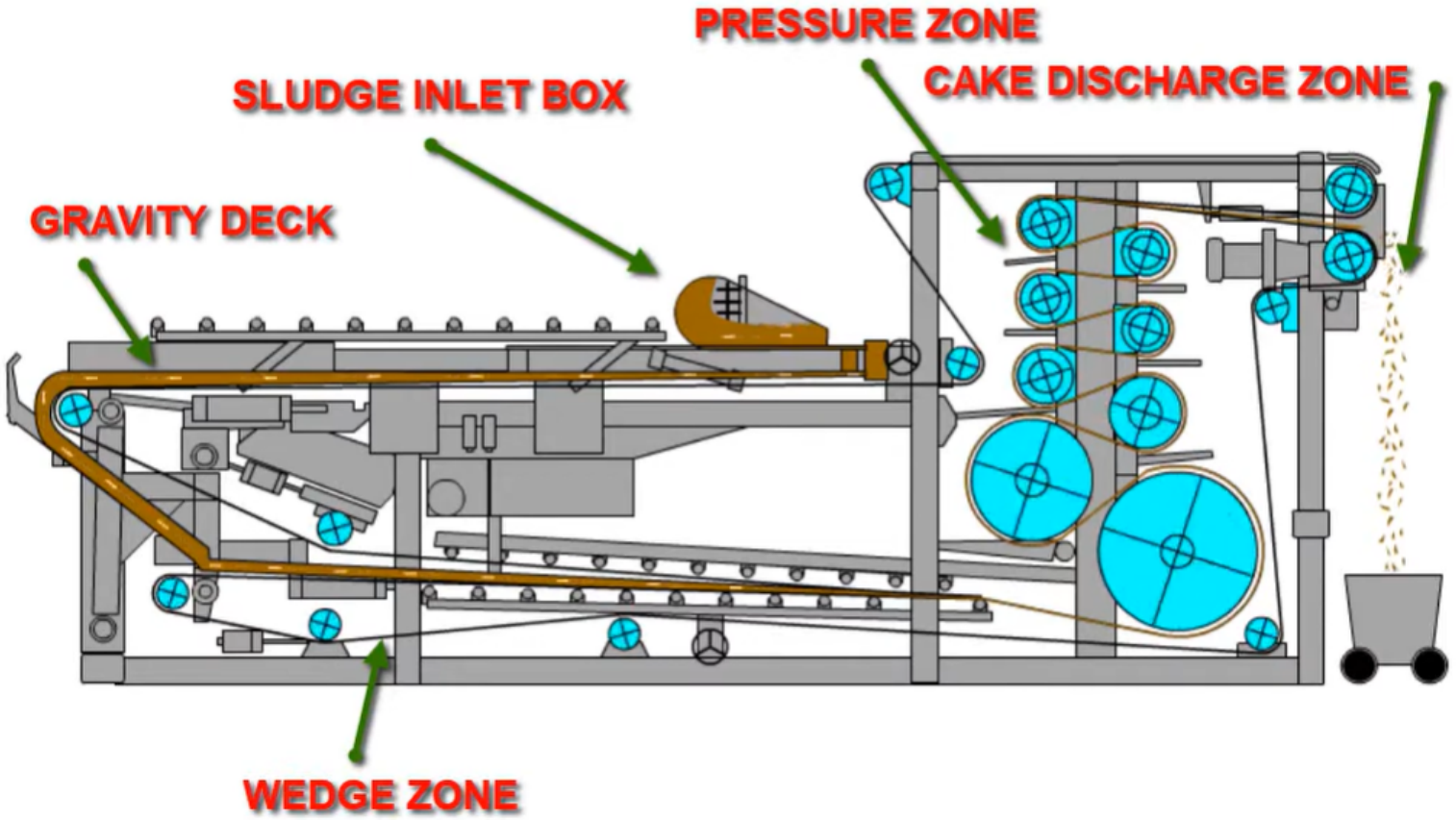
Dewatering Process

1. Majority of water drains by gravity from the belt

2. Sludge is compacted between two belts

3. The sludge is pressed through a serpentine of rollers

4. Dewatered solids are discharged to a storage hopper



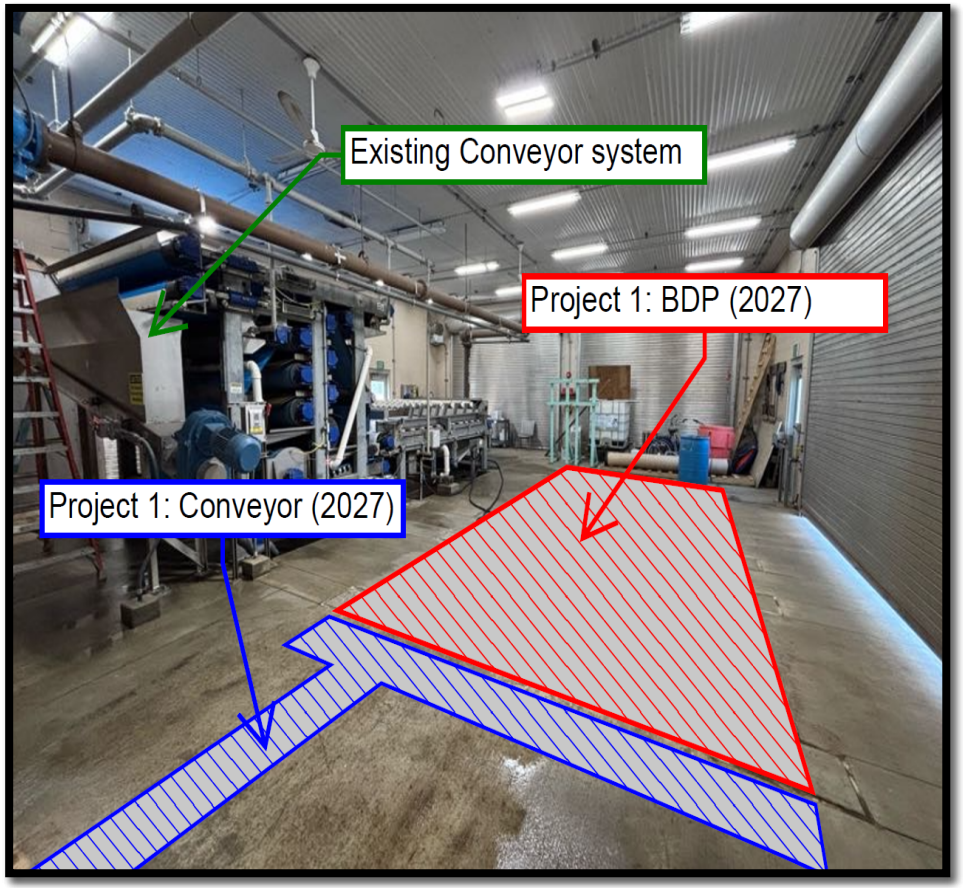
Project 1: Purchase JDV Conveyor

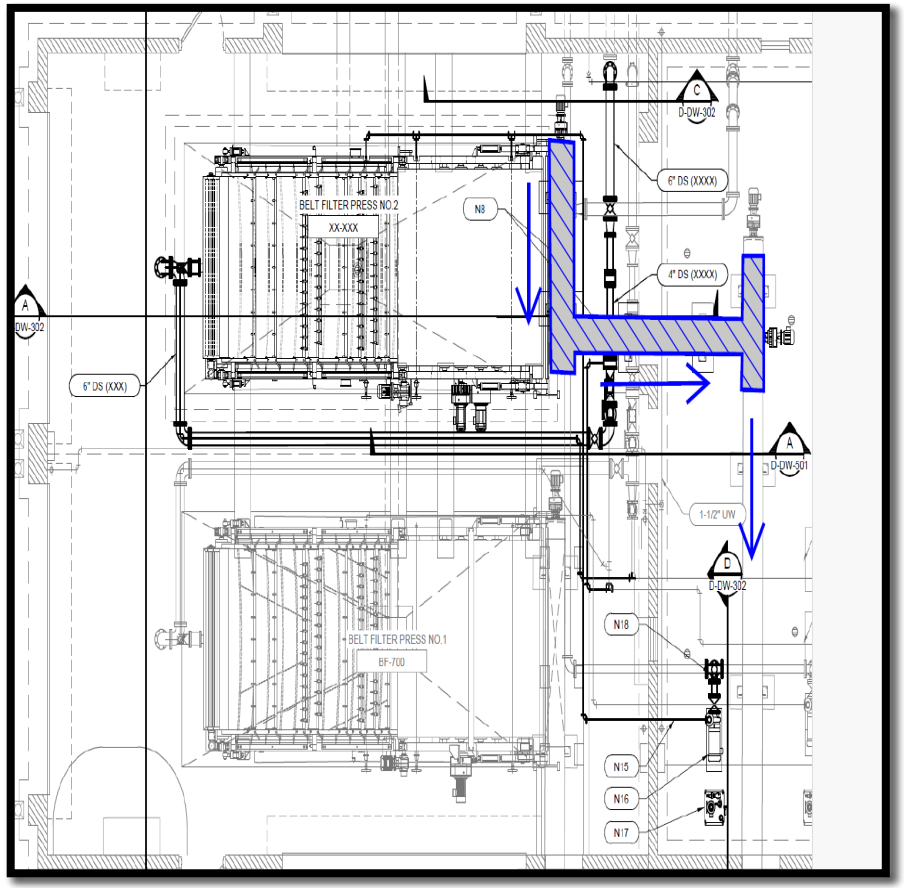
What: Install BDP belt press and conveyor early 2027

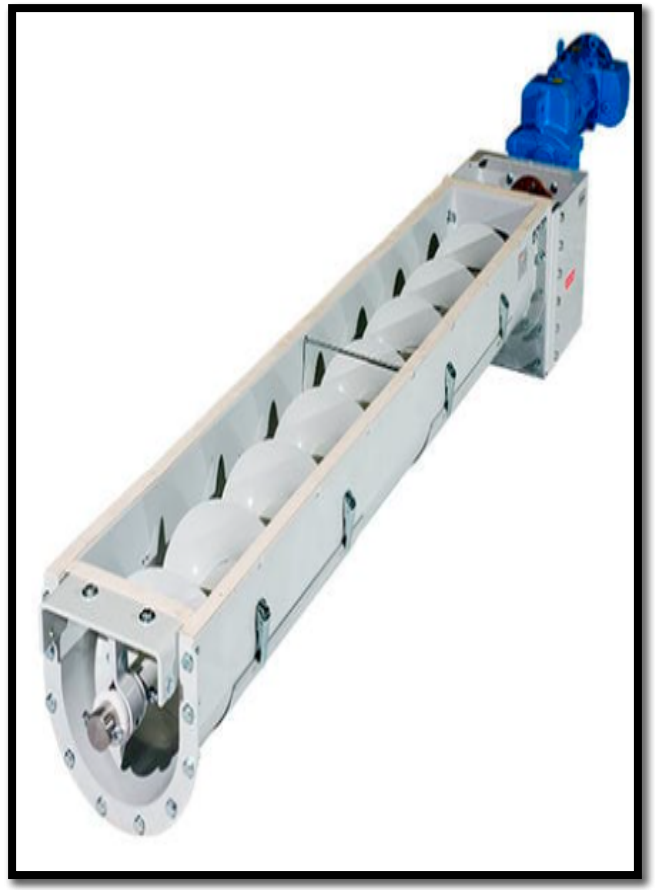
Why: Increase existing press redundancy

- Conveyor receives solids from the belt filter press and discharges to the sludge loadout facility
- Identified as a long-lead item (~6 months)
  - City pre-procurement versus contractor making the purchase (timing)
- Purchasing now ensures the conveyor arrives on schedule, early January 2027
- Similar conveyor for the project 2 BDP will be procured by the contractor/CMGC

Project 1


Existing Conveyor system
Project 1: BDP (2027)
Project 1: Conveyor (2027)


BELT FILTER PRESS NO.2
XX-XXX
N8
6" DS (XXXX)
4" DS (XXXX)
6" DS (XXX)
1-1/2" UW
BELT FILTER PRESS NO.1
BF-700
N18
N15
N16
N17



Solicitation for Conveyor Quotes

Project 1:

Goods and Services Procurement, City Policy <$100k

- April 21 – May 5, 2026: Solicitation of quotes from three conveyor vendors
- Received responses from SPIRAC and JDV Equipment
- JDV Equipment is the lowest cost and responsive quote ($87,590)

Procurement Contract with JDV Equipment

Procurement Contract with JDV Equipment	$ 87,590
Requested Contingency (10% of contract)	$ 8,759
Total	$ 96,349

Budgeted and funded through the Solids Handling Improvements GL: 650-463.3125.95520

BDP Selected as a Sole Source Vendor

- Idaho Code 67-2808(2)(a)(ii)

  Compatibility of equipment, replacement parts or service…is the paramount consideration

  - Existing dewatering unit is a BDP Industries unit
  - Crew familiarity
  - City maintains an inventory of parts on-hand for repair and routine maintenance
  - Existing dewatering facility designed for additional BDP unit
    - Dedicated space and existing concrete footings

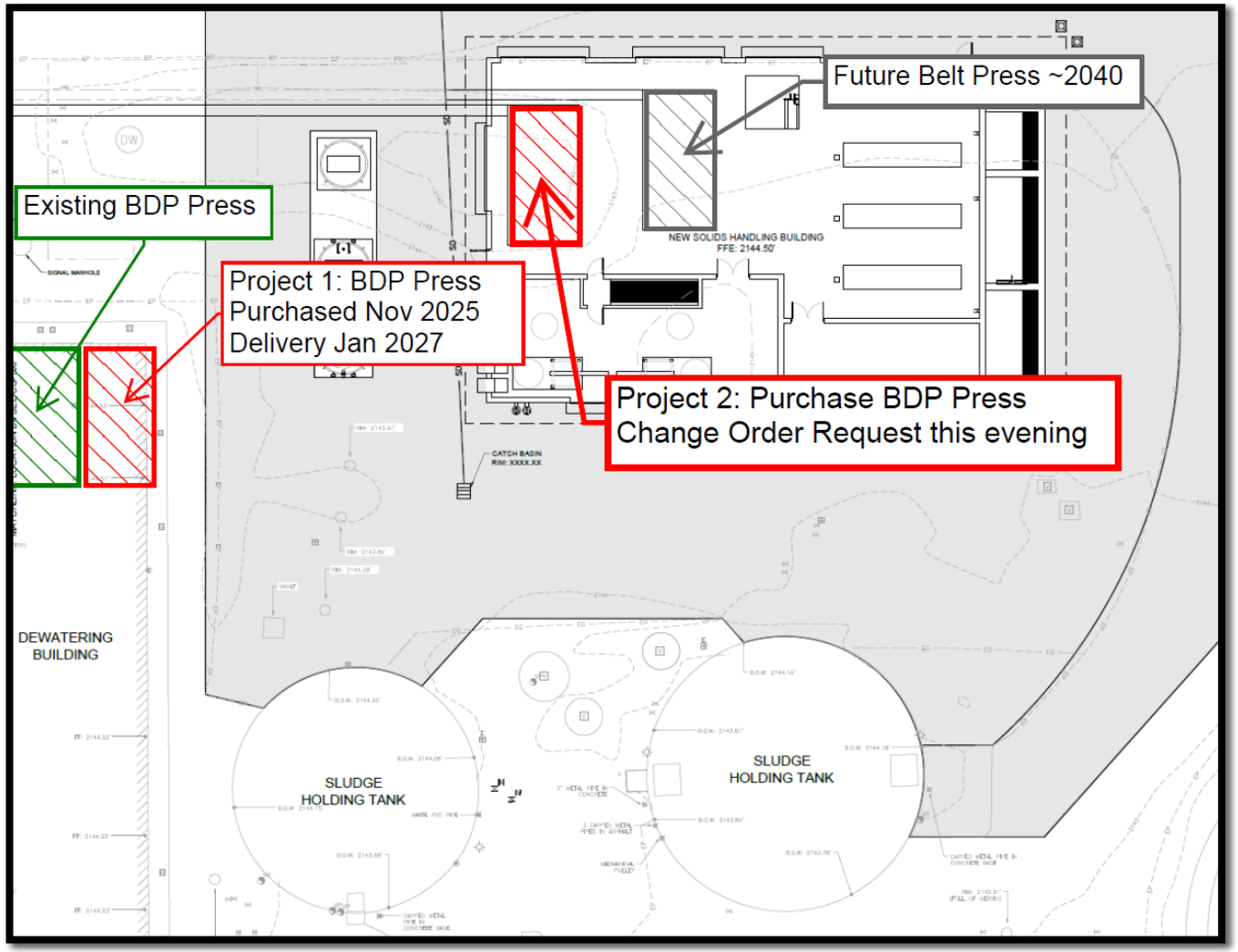
Project 2: Purchase of BDP Press

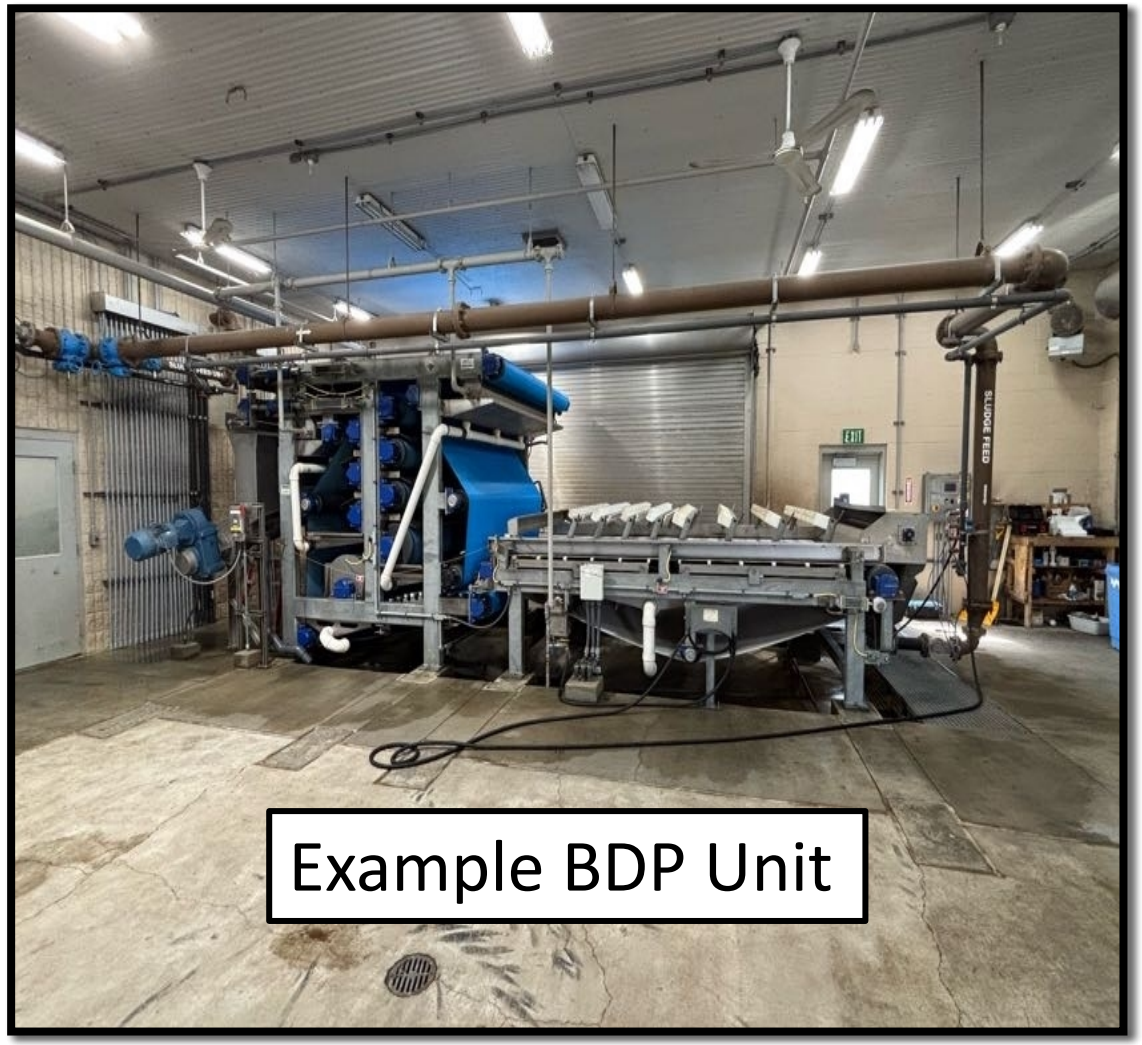
What: Construct the balance of project improvements for the Solids Treatment

Why: Sizing for near-term future growth and long-term redundancy

- Project team researched alternative technologies. Determined Belt Press technology is best long-term investment
  - Total of 3 BDP presses will be in operation at time of project completion
- Less cost than another brand of belt press
- BDP is willing to facilitate this additional procurement as a change order
- CMGC will be assigned the procurement contract to install the equipment

Belt Press Units





Procurement Change Order with BDP Inc.

Change Order for a second press from BDP $ 681,000

- Contract total with BDP: $1,456,425
- Budgeted and funded through the Solids Handling Improvements GL: 650-463.3125.95520

Project Schedule

July 2025 to May 2026

✓Preliminary Design

✓Procurement contract for BDP press (Project 1)

✓Selection of Construction Manager and General Contractor (CMGC)

- Procurement contract for JDV Conveyor (Project 1)
- Contract change order for BDP press (Project 2)

Next Steps:

- Staff Report and project update in mid-summer
- Progress to 60 percent design for both projects
- Project 1 Construction: Early 2027
- Project 2 Construction: 2028

Questions

NOTICE OF AWARD

Date of Issuance:	5/19/2026		
Owner:	City of Post Falls	Owner's Project No.:	
Engineer:	J-U-B ENGINEERS, Inc.	Engineer's Project No.:	93-25-006
Project:			
Contract Name:	City of Post Falls: Conveyor Dewatering Equipment Procurement		
Proposer:	JDV Equipment Corporation		
Proposer's Address:	104 Fulton Street, Boonton, NJ 07001		

You are notified that Owner has accepted your signed Proposal dated **May 4, 20206** for the above Contract, and that you are the Successful Proposer and are awarded a Contract for:

City of Post Falls: Conveyor Dewatering Equipment Procurement

Additionally, the JDV "Proposal" dated May 1, 2026 contains conflicting terms and conditions and does not form the basis for an award and is superseded in its entirety by the May 4, 2026. The Contract Price of the awarded Contract is **$87,590.00 (Eighty-seven thousand, five hundred ninety dollars).** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Electronic unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Proposer electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **One (1)** electronic counterparts of the Agreement, signed by Proposer (as Supplier).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Post Falls, Idaho**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

EJCDC® C-510, Notice of Award.
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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Change Order with BDP Industries for an Additional Belt Press - Water Reclamation Facility Solids Handling Improvements Project

---

ITEM AND RECOMMENDED ACTION:
Staff requests City Council approval of the procurement contract with BDP Industries (Belt Dewatering Press Industries). City Council approval will authorize the Mayor to sign the contract change order.

DISCUSSION:
Background
Significant upgrades are needed at the Water Reclamation Facility (WRF) to improve the solids handling process of wastewater treatment. Several components of these planned 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 needed improvements. The Facility plan was developed by J-U-B Engineers and City staff. City Council approved a design contract for the Solids Handling Improvements project on July 1, 2025.

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.

The Solids Improvements project is divided into two sub projects. Project 1 will increase existing redundancy in the treatment of wastewater by expediting the procurement and installation of an additional BDP Industries brand of dewatering press. Project 2 will prioritize the balance of the Solids Improvements. In September 2025, City Council made a sole source declaration following Idaho code 67-2808(2)(a)(ii) and authorizing city staff to negotiate a purchase agreement directly with BDP industries. In November 2025, City Council approved the purchase agreement with BDP Industries, and the unit is expected to deliver to the city by January 2027. This unit will be installed in Project 1.

Proposed Procurement
The scope of work in Project 2 requires an additional dewatering unit to be located in a new building, adjacent to the existing dewatering facility. Over the past few months, the project team has evaluated alternative dewatering technologies commonly used in wastewater applications. The belt filter press technology proved to be the best long-term investment for the city and was selected as the preferred technology for use in this future building. Staff researched both the existing BDP Industries equipment and other comparable units. Ultimately, the cost of the BDP product is lower,

it utilizes the same spare parts as the other units, and staff are familiar with its maintenance and operation. Therefore, staff recommend purchasing a third unit for installation in Project 2 using the same sole-source procurement methodology. BDP is willing to facilitate this purchase with a change order to the purchase made in November 2026.

Installation of the press unit and ancillary components will be assigned to Apollo Inc, during the construction phase of the project. The timing of delivery for this additional BDP unit will be coordinated to coincide with the construction of the new dewatering and thickening building, anticipated for construction in 2028.

City staff will provide a brief presentation summarizing this memo and the next steps.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
CMGC Contract with Apollo Inc, February 17, 2026
Procurement contract with BDP Industries, November 3, 2025
Sole source declaration of BDP Industries, September 16, 2025
Design Contract with J-U-B, July 1, 2025
WRF Facility Planning Study, June 18, 2024

APPROVED OR DIRECTION GIVEN:
Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
This procurement is budgeted and funded through the WRF project budget for Solids Handling Improvements. The total request from staff is $681,000.

BUDGET CODE:
650-463.3125.95520

ATTACHMENTS:
1. Change Order with BDP

CHANGE ORDER NO.: 01

Owner:	City of Post Falls, Idaho	Owner's Project No.:	
Engineer:	J-U-B Engineers, Inc.	Engineer's Project No.:	93-25-00600
Contractor:	BDP Industries, Inc.	Contractor's Project No.:	
Project:	City of Post Falls: Belt Filter Press Dewatering Equipment Procurement		
Contract Name:			
Date Issued:	5/20/2026	Effective Date of Change Order:	5/20/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order generally consists of the City of Post Falls modifying the Belt Filter Press Dewatering Equipment Procurement contract to include the purchase of a second belt filter press. The second belt filter press consisting of:

1. 2.5m 3DP, Belt Filter Press and appurtenances,
2. Master Control Panel and appurtenances,
3. Local Control Panel and appurtenances,
4. Polymer Injection ring and appurtenances,
5. Hydraulic power unit and appurtenances,
6. Wash water booster pump and appurtenances,
7. Spare parts,
8. Warranty,
9. Startup, and
10. One (1) Freight to the jobsite.

Updated contract documents include portions of "P-520 Agreement Between Buyer and Seller for Procurement Contract" and portions of technical specification "46 73 33 Sludge Dewatering Equipment".

The City is intending to procure the two belt presses and install at the Water Reclamation Facility through two construction contracts which the City has begun preparing through a Construction Manager/General Contractor selection process. Per Article 5 of the Agreement, the Buyer has the right to assign the Procurement Contract. The Buyer reserves the right to assign Belt Press No. 1 and Belt Press No. 2 together to one Contractor/Assignee, separately to two Contractors/Assignees, or not at all, depending on what is in the Buyer's best interest. Therefore, there may be up to two instances of Agreement Exhibit A "Assignment of Procurement Contract, Consent to Assignment, and Acceptance of Assignment" and Exhibit B "Surety's Consent to Assignment".

Delete portions of "P-520 Agreement Between Buyer and Seller for Procurement Contract" and replace with the following:

Delete Paragraph 1.01.A and 1.02.A and replace it with the following:

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described

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as follows: **Fabrication, delivery, and installation/startup services for <u>two solids dewatering units</u> for the City of Post Falls Belt Filter Press Dewatering Equipment Procurement.**

1.02 The Project

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Fabrication and delivery of <u>two solids dewatering belt filter press units</u> and upgraded parts for existing belt filter press unit.**

Delete Paragraph 2.02.A and replace it with the following:

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

<u>Belt Press No. 1:</u>

Milestone	**Contract Days** BELT PRESS NO. 1 (UNCHANGED)	**Date** BELT PRESS NO. 1 (UNCHANGED)	**Notes**
Notice to Proceed	-	11/4/2025	Issued by Buyer
Shop Drawing Submittal 1	56 days	-	Engineers Submittal review shall be complete and returned to Seller within 21 days.
CONTRACT MILESTONE 1: Shop Drawing Submittal 2 (resubmittal) (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	21 days following receipt of Engineers Comments on Submittal 1	2/10/2026	Seller shall achieve "No Exceptions Taken" final approved submittal status by this milestone.
Notice of Commencement of Fabrication (NTCF) (issued by Buyer)	7 days	2/17/2026	Timeframe from receipt of final approved submittals for Buyer to issue NTCF
CONTRACT MILESTONE 2: Deliver acceptable Goods to Point of Destination (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	410 days	12/19/2026	The Belt Press No. 1 Construction Project will be bid in Spring 2026 with construction in 2026 and 2027. Delivery date shall be coordinated with the Contractor.
Notice of Completed Installation	-	TBD	Issued by Buyer when system has been installed and is ready for Seller to commence Special Services for Goods.

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CONTRACT MILESTONE 3 Special Services for Goods (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	60 days	TBD	Special Services shall be completed and system achieved Substantial Completion within the Contract Days defined. Shall be coordinated with the Contractor.
Readiness for Final Inspection and Acceptance of Goods and Special Services	30 days	TBD	System shall be complete and ready for Final acceptance within the Contract Days defined. Shall be coordinated with the Contractor.

Belt Press No. 2:

Milestone	**Contract Days** BELT PRESS NO. 2	**Date** BELT PRESS NO. 2	**Notes**
Notice to Proceed	-	5/20/2026	Issued by Buyer
Shop Drawing Submittal 1	60 days	To be determined - Calculated on contract days from NTP	Engineers Submittal review shall be complete and returned to Seller within 21 days.
CONTRACT MILESTONE 1: Shop Drawing Submittal 2 (resubmittal) (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	21 days following receipt of Engineers Comments on Submittal 1	To be determined - Calculated on contract days from submittal receipt	Seller shall achieve "No Exceptions Taken" final approved submittal status by this milestone.
Notice of Commencement of Fabrication (NTCF) (issued by Buyer)	-	Anticipated Quarter 1 (January 1 – March 31) of 2027.	Timeframe from receipt of final approved submittals for Buyer to issue NTCF
CONTRACT MILESTONE 2: Deliver acceptable Goods to Point of Destination (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	410	Contract Days for Fabrication and Delivery from date of NTCF. Buyer and Seller shall mutually confirm delivery approximately 12 weeks before delivery. At Buyer's discretion belt press may be delayed up to 12 weeks.	The Belt Press No. 2 Construction Project will be bid in 2027 with installation in 2028. The Seller's equipment will be assigned to the Contractor. Delivery date shall be coordinated with the Contractor.

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Notice of Completed Installation	-	TBD	Issued by Buyer when system has been installed and is ready for Seller to commence Special Services for Goods.
CONTRACT MILESTONE 3 Special Services for Goods (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	60 days	TBD	Special Services shall be completed and system achieved Substantial Completion within the Contract Days defined. Shall be coordinated with the Contractor.
Readiness for Final Inspection and Acceptance of Goods and Special Services	30 days	TBD	System shall be complete and ready for Final acceptance within the Contract Days defined. Shall be coordinated with the Contractor.

Delete Paragraph 4.02.A and replace it with the following:

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	**Percentage of Belt Press Lump Sum** BELT PRESS NO. 1	**Calculated Amount** BELT PRESS NO. 1	**Percentage of Belt Press Lump Sum** BELT PRESS NO. 2	**Calculated Amount** BELT PRESS NO. 2
1. Receipt of Approval of Shop Drawings and Samples (Milestone 1)	10%	$73,850	10%	$68,100
2. Notice to Commencement of Fabrication	30%	$221,550	30%	$204,300
3. Completion of acceptable factory testing (if any)	5%	$36,925	5%	$34,050
4. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents (Milestone 2)	45%	$332,325	45%	$306,450
5. Completion of Special Services (Substantial Completion) in accordance with Procurement Contract Documents (Milestone 3)	5%	$36,925	5%	$34,050

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6. Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5%	$36,925	5%	$34,050
Total Procurement Contract Price (per belt press)	100%	$738,500	100%	$681,000
Total Procurement Contract Price (Lump Sum)	100%		$1,419,500	

Delete portions of "46 73 33 Sludge Dewatering Equipment" and replace per the following:

Delete Paragraph 2.4.A through 2.4.E and replace it with the following:

2.4.A EQUIPMENT DESCRIPTION

H. **Two (2)** - 2.5m 3DP Belt Press – 50 PLI hydraulic tensioning and tracking.

I. **Two (2)** - Master Control Panel with PLC/OIT: Complete Master Control Panel (MCP) for dewatering system control function and drives: NEMA 4X, 304 stainless steel, Floor mount, UL508, PLC: Allen Bradley Compact Logix, HMI: Allen Bradley 12" Color Panelview Plus 7 OIT, Ethernet communication, 460V/3phase/60hz. Contains all interlocks and controls for the 3DP, booster pumps with motor starter, hydraulic units, and 3DP mounted drives.

J. **Two (2)** - Local Control Panel: Complete Local Control Panel (LCP) for dewatering system control function and drives: NEMA 4X, 304 stainless steel, wall mount, UL508, HMI: Allen Bradley 12" Color Panelview Plus 7 OIT, Ethernet communication and 120V/1phase/60hz power.

K. **Two (2)** - Washwater Booster Pump: 7.5 HP Goulds model 3656 wash water booster pump capable of boosting from 70 to 120 PSI at a flow rate of 115 GPM.

L. **Two (2)** - Discharge chute – 304 Stainless Steel

Delete Paragraph 3.3.D and replace it with the following:

D. Anchor Bolts: Anchor bolts shall be sized by the Conveyor Manufacturer and provided by the Contractor. Anchor bolt sizing and provisions per Section 43 05 10 Equipment General Provisions.

Delete Paragraph 3.4.H and replace it with the following:

E. Manufacturer's Representative Requirements for On-Site Support and Assistance

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1. Manufacturer's representative shall provide the following minimum number of trips, days, and hours onsite for the activities noted below. Note: one day is defined as a minimum of eight hours on-site.

Description	Minimum Number of Trips (per Belt Press)	Minimum Number of Days (per Belt Press)	-
Installation Assistance	2	8	16
	NOTE 1	NOTE 1	
Initial Starting and Testing of Systems	NOTE 1	NOTE 1	
Training	NOTE 1	NOTE 1	
Initial Acceptance Testing	NOTE 1	NOTE 1	
Final Acceptance Testing	1	1	2
Total	3	9	18

Attachments:

None

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Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 738,500.00	Original Contract Times: Substantial Completion: See 2.02.A Ready for final payment: See 2.02.A
Increase from previously approved Change Orders No. 1 to No. **01**: $ 0.00	**Increase** from previously approved Change Orders No.1 to No. 01: Substantial Completion: See 2.02.A Ready for final payment: See 2.02.A
Contract Price prior to this Change Order: $ 738,500.00	Contract Times prior to this Change Order: Substantial Completion: See 2.02.A Ready for final payment: See 2.02.A
Increase this Change Order: $ 681,000.00	**Increase** this Change Order: Substantial Completion: See 2.02.A Ready for final payment: See 2.02.A
Contract Price incorporating this Change Order: $ 1,419,500.00	Contract Times with all approved Change Orders: Substantial Completion: See 2.02.A Ready for final payment: See 2.02.A

Recommended by Engineer (if required)	Accepted by Contractor
By: Mark A. Cuming	Dan Fronhofer
Title: Engineer	Vice President - BDP Industries, Inc.
Date: 4/23/2026	4/23/26
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

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CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Professional Services Agreement — JUB Engineering - Poleline / Greensferry Project

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ITEM AND RECOMMENDED ACTION:
With approval of City Council, the City would enter into a Professional Services Agreement with JUB Engineering, for the design and construction management of modifications to the Poleline Ave. / Greensferry Rd. traffic signal and widening of Greensferry Road between Horsehaven Ave. and Poleline Ave.

DISCUSSION:
Within the FY2026 Budget, Engineering Staff included this project for the relocation of traffic signal equipment in the northeast corner of Poleline Ave. / Greensferry Road. The project will also include the construction of an additional northbound lane and pedestrian facilities on Greensferry Road between Horsehaven Ave. and Poleline Ave.

The traffic signal at Poleline Ave. / Greensferry Rd. was installed within available rights-of-way in 2010 and designed by JUB Engineering. At the time, the City was unable to locate the signal pole in the northeast corner in the proper location to accommodate future 5-lane roadway expansions, as the adjoining property was in the County and the owner was not receptive to granting rights-of-way. Relocation of the signal will allow for roadway expansion to accommodate the 5-lane configurations shown in the City's Master Plan and the installation of missing pedestrian accommodations and enhance safe access to the schools in the immediate area. The City has previously collected "Cash-Out" funding from adjoining subdivisions along Greensferry Road between 16th Ave. and Poleline Ave. Those funds were previously moved into the City's Street Impact Fees Account in anticipation of a future Impact Fee Project. This project will construct an additional northbound travel lane from south of Horsehaven Ave. to Poleline Ave. and include installing missing sections of multi-use path and adjustment of the existing pedestrian facilities to accommodate roadway widening. Improvements to the west side of the roadway (southbound) will be made as practical to assist with traffic operations at the Horsehaven / Greensferry intersection. Complete improvements to the west side of Greensferry Rd. can not be made at this time due to insufficient rights-of-way with a County Parcel. This project will complete Impact Fee Projects: P-16 and MM-27 along with a portion of Project P-18.

JUB Engineering was selected from the City's pre-approved consultant short list as the best qualified for this project. JUB did the original design and construction project management for the traffic signal construction in 2010. The cost of professional services is $404,900 with $255,100 (FY26 and FY27) being design and the remaining $149,800 (FY27) being for Bidding Support and Construction Management. Staff is asking for approval of $430,410 from the Street Impact Fees for this project. The amount includes a 10% contingency ($25,510), off the design fees only, to address minor changes in project scope that may occur.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$430,410

BUDGET CODE:
037-431.0000.95137

ATTACHMENTS:
1. Greensferry Poleline PowerPoint
2. JUB_GreensferryPoleline_Imps_Contract_050726
3. Location Map for Poleline & Greensferry Project

Greensferry & Poleline Improvements

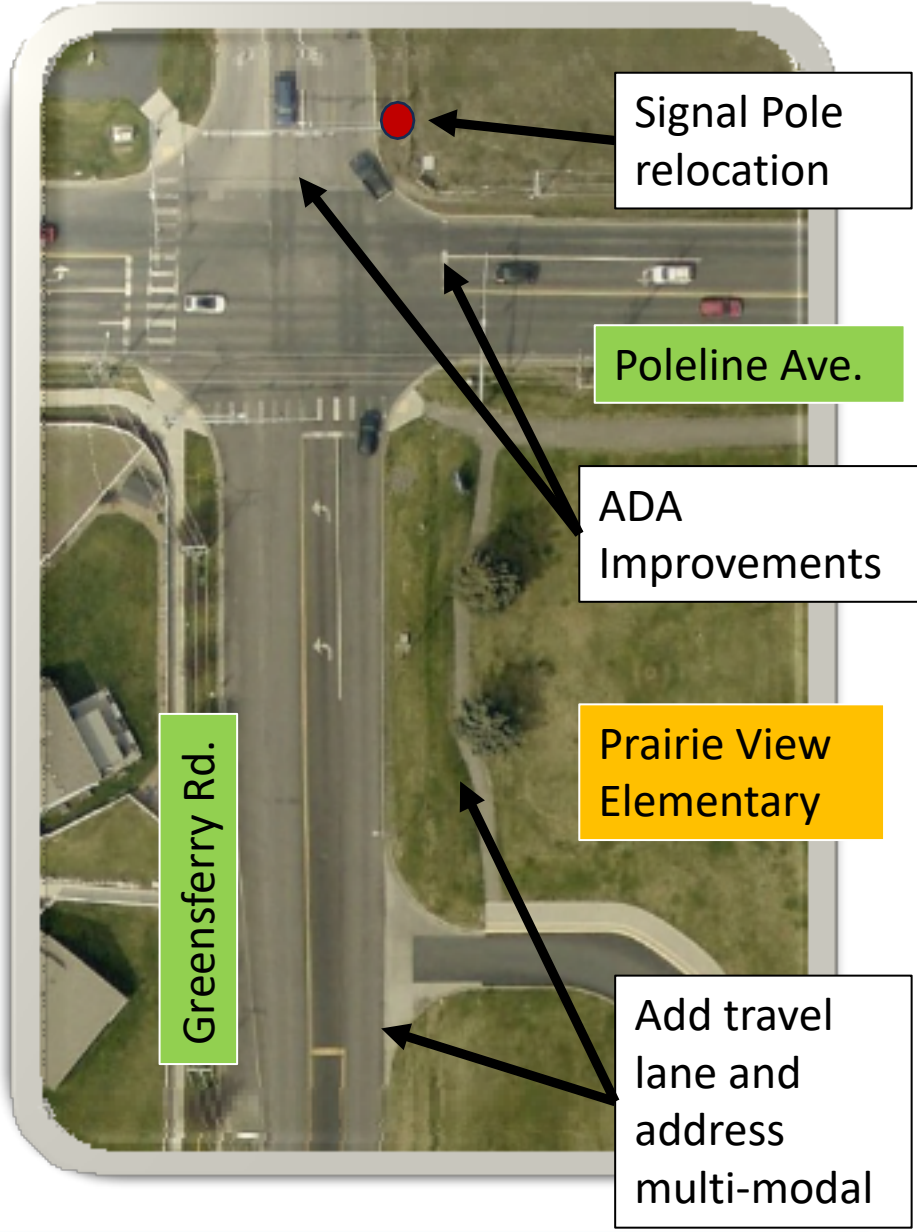
Chris Schneider – Staff Engineer

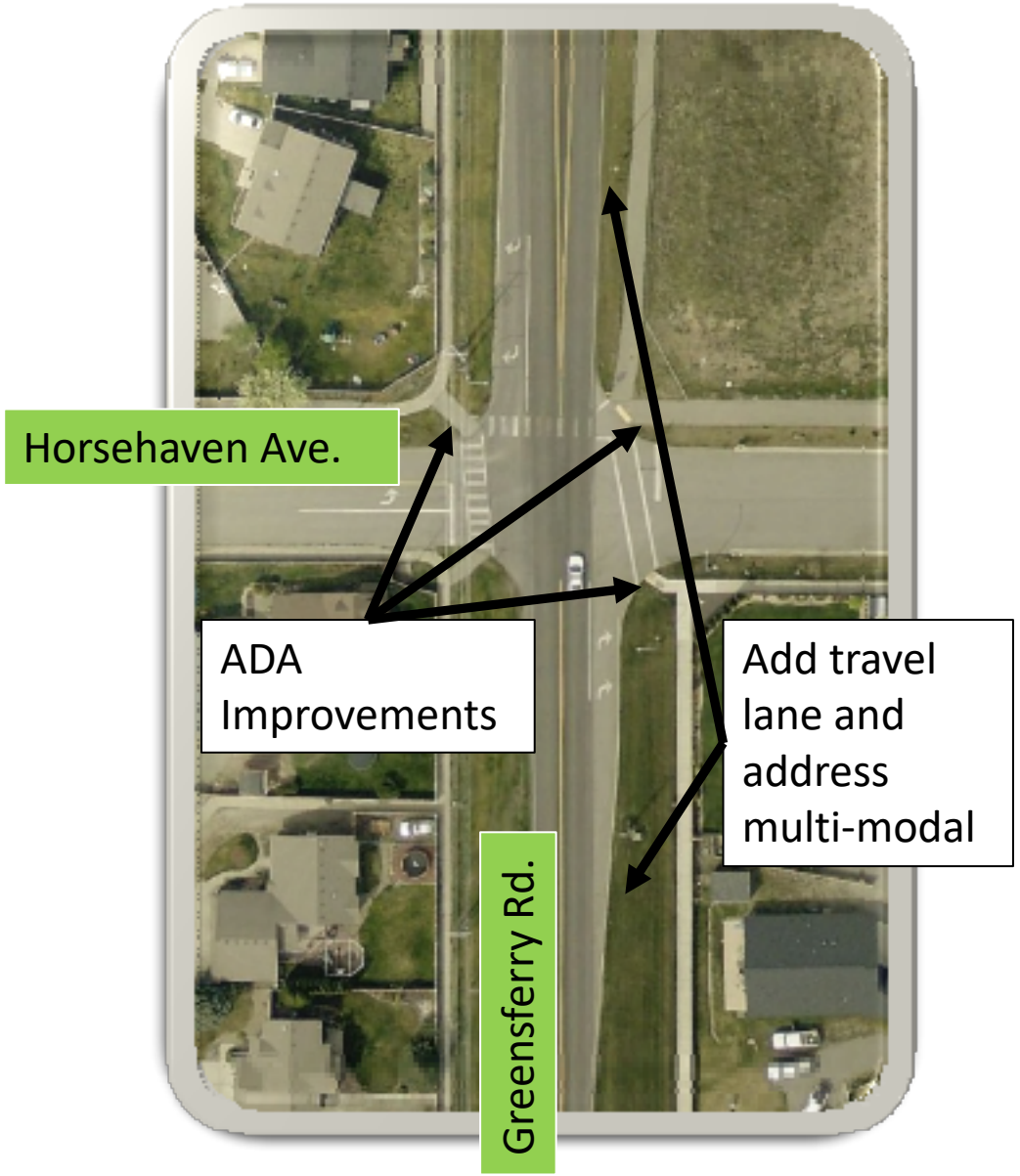
May 19, 2026

CITY OF POST FALLS

Project Scope

- Relocate northeast corner Signal Pole
- Widening Greensferry Ave from Cornell Ave to Poleline Ave
- Install right-turn pocket for northbound Greensferry Ave traffic
- Multimodal improvements along corridor
- ADA improvements at Poleline Ave and Horsehaven Ave





Project Benefits

- Allows for future widening of Greensferry Ave to the North to full build out
- Improves Northbound Traffic flow, reducing Poleline Ave congestion
- Provides a North/South pedestrian route along Greensferry Ave.
- More safe and accessible routes to school

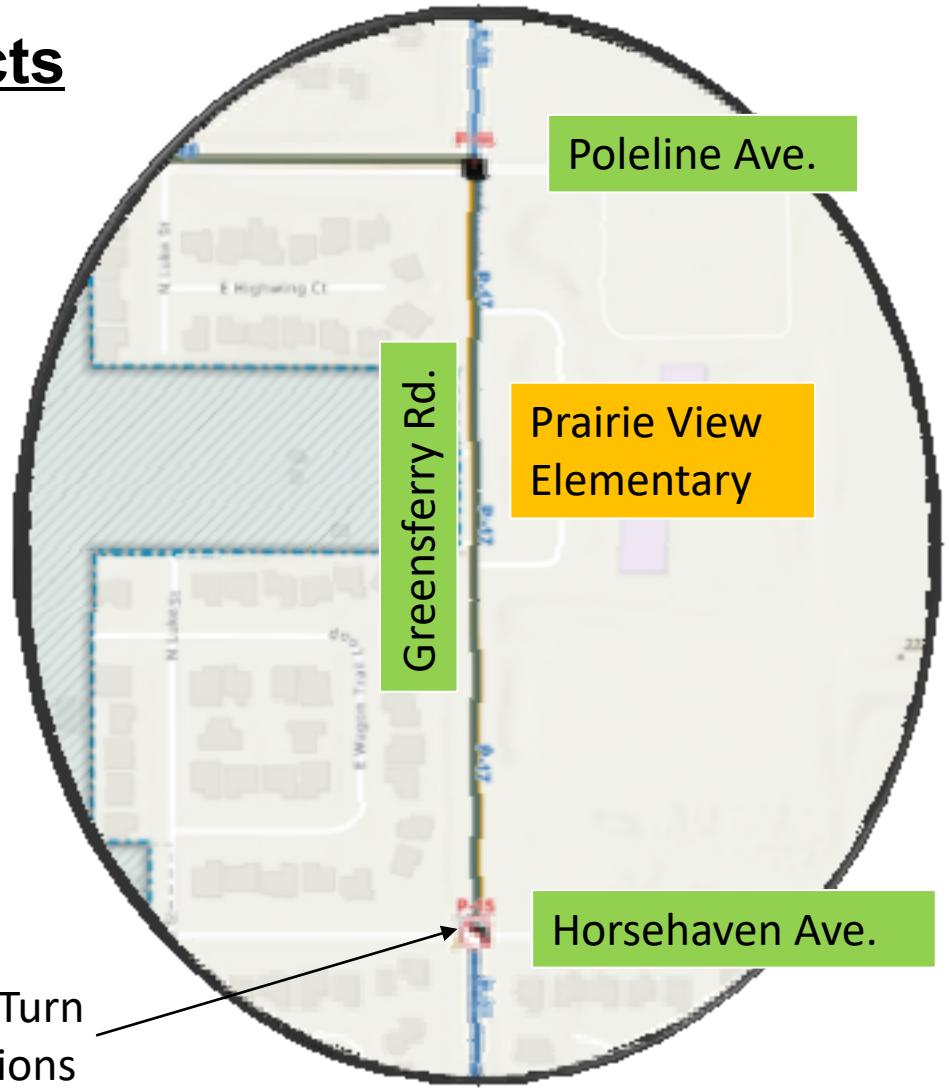
Transportation Master Plan - Involved Projects

P-16: Greensferry Signal Upgrades

P-17*: Greensferry Road widening

MM-27: Greensferry Multimodal Improvements

* - Partial completion



JUB Engineering

Scope of Services:

- Project Management
- Surveying
- Traffic Engineering
- Design
- Bidding Phase
- Construction Phase

Contract Amount: $404,900

Design: $255,100

Bidding Support & Construction Management $149,800

Budget with 10% Design Contingency: **$430,410.00**

Timeline & Funding

- Funding source: Impact Fees
- Design: 2026
- Bid: Early 2027
- Construction: Summer 2027
- All construction to take place outside School Year

Greensferry & Poleline Improvements

Chris Schneider – Staff Engineer

May 19, 2026

CITY OF POST FALLS

CITY OF POST FALLS:
City of Post Falls Idaho
C/O City of Post Falls Engineering Division
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Rob Palus, PE, City Engineer
Phone: (208) 773-3511-3374
Email: rpalus@postfalls.gov

City Project Manager: Chris Schneider, Staff Engineer
Phone: (208) 457-3314.
Email: cschneider@postfalls.gov

CONSULTANT:
J-U-B Engineers, Inc.
745 W Hanley Ave, Ste. 301, Coeur d' Alene, ID. 83815
Firm Contract Administrator: A. Jay Hassell, P.E, Contract Administrator
Phone (208) 762-8787
Email: ahassell@jub.com

Firm Project Manager: Sean Hoisington, P.E., P.T.P, Project Manager
Phone: (208) 762-8787
Email: shoisington@jub.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, Ste. 301, Coeur d' Alene, ID. 83815 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

W I T N E S S E T H:

WHEREAS, The City of Post Falls is advancing 2025 Transportation Master Plan projects P-16, MM-27, and a portion of P-17 as a combined effort. This work includes relocating the existing traffic signal at the northeast corner of Greensferry Road and Poleline Ave to accommodate a future five-lane Greensferry Rd section, adding a northbound right-turn lane, upgrading signal electronics, and completing ADA improvements.

In addition, along Greensferry Road between Horsehaven Ave and Poleline Ave, the project will construct a multi-modal pathway on the east side of the roadway. Improvements also include adding a full northbound through lane, from approximately 800 ft south of Horsehaven Ave north to Poleline Ave, including curb and gutter where currently missing. The outside (right) northbound lane will be built with additional width to allow for future striping of a bike lane. Additional ADA improvements will be included at the northwest, northeast and southeast quadrants of Horsehaven Ave and Greensferry Rd. The

southbound right turn lane at this intersection will be lengthened to accommodate required queue length; and

WHEREAS, the Consultant has been selected by the City to prepare such.

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 **Attachment 1**, 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 **Attachment 1**, which is incorporated herein by reference, including associated exhibits. 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 both by a lump sum amount and by hourly rates as listed in the budget section of **Attachment 1**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed $404,900 without a Contract Amendment approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Contract Amendment to the Agreement.

If the Term for the services as described in the Scope of Services is extended beyond six (6) months from the date of execution, the compensation amount for Consultant's services may be amended or changed by Amendment to the Agreement to account for salary adjustments, extended duration of project management and administrative services, and/or other costs including necessary monitoring and communication efforts during inactive periods.

The City acknowledges that Consultant's schedule commitments outlined in **Attachment 1** are subject to the standard of care and Consultant will not be responsible for delays beyond their direct control.

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 thirty (30) days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy 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 Public Works Department 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the 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. Use or reuse of consultant's work for any purpose other than intended by this Agreement shall be at City's sole risk.

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, recovery of 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, shall be apportioned in accordance with State law.

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 Contract Amendment, 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 **Attachment 2**, 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).

e. **Employment of Bona Fide Idaho Residents**: If this Agreement contemplates public works construction, Consultant agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-1003, as employees on The

Greensferry & Poleline Improvements Project in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Consultant employs less than fifty (50) employees on The Greensferry & Poleline Improvements Project, Consultant may employ up to ten (10%) nonresidents on The Greensferry & Poleline Improvements Project. In all cases, Consultant agrees to give a preference to bona fide Idaho residents. The parties agree that if the Greensferry & Poleline Improvements Project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

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. Amendments; and
2. This Agreement; and
3. Attachment 1 - Scope of Services, Basis of Fee, Schedule, Exhibits; and
4. Attachment 2 - 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: May ____, 2026

CONSULTANT

A. Jay Hassell, Contract Administrator
J-U-B Engineers, Inc.

Date: May 7, 2026

State of Idaho)
: ss
County of Kootenai)

On this 7 day of May, 2026 before me, a notary for the State of Idaho, personally appeared A. Jay Hassell, P.E. who, ~~being~~ by me first duly sworn, declared that they are a Contract Administrator of J-U-B Engineers, Inc. that they signed the foregoing document with the appropriate contract signing authority for 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

KIMBERLY UTECHT NOTARY PUBLIC MY COMMISSION EXPIRES 07-09-2027 STATE OF IDAHO COMMISSION NUMBER 20213309

Kimberly Utecht
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/9/2027

J·U·B ENGINEERS, INC.

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

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

PROJECT NAME: Greensferry & Poleline Improvements
CLIENT: City of Post Falls
J-U-B PROJECT NUMBER: RP-26-00471
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

☒ **AGREEMENT DATED: _____; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

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 is advancing 2025 Transportation Master Plan projects P-16, MM-27, and a portion of P-17 as a combined effort. This work includes relocating the existing traffic signal at the northeast corner of Greensferry Road and Poleline Ave to accommodate a future five-lane Greensferry Rd section, adding a northbound right-turn lane, upgrading signal electronics, and completing ADA improvements on all 4 corners.

In addition, along Greensferry Road between Horsehaven Ave and Poleline Ave, the project will construct a multi-modal pathway on the east side of the roadway. Improvements also include adding a full northbound through lane, from approximately 800 ft south of Horsehaven Ave north to Poleline Ave, including curb and gutter where currently missing. The outside (right) northbound lane will be built with additional width to allow for future striping of a bike lane. Additional ADA improvements will be included at the northwest, northeast and southeast quadrants of Horsehaven Ave and Greensferry Rd. The southbound right turn lane at this intersection will be lengthened to accommodate required determined queue length.

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 000: Project Management

1. Set up project into J-U-B's financial and record keeping systems.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Regularly monitor project status, budget and schedule.
5. Attend in-person project kickoff meeting
6. Attend 6 virtual client meetings to report project status and discuss issues
7. Provide a monthly invoice including budget status (assume 12 mo – 8 design and 4 construction)

B. Task 010: Boundary and Topographic Survey

1. Notify one-call (811) locates to mark utilities and/or provide digital files indicating the locations of utilities within and adjacent to the project area.
2. Prepare right-of-entry letters and send to up to 35 property owners.

3. *Survey Monument preservation and perpetuation:* Research existing survey records for: Geodetic Reference Monuments (both horizontal and vertical), Land Corner Records (CP&F), Records of Survey, Subdivision Plats, Historical road records, right-of-way records, and others as appropriate to identify monuments within the project corridor requiring references for preservation and (if disturbed or destroyed by construction) perpetuated post-construction.
4. Perform a topographic survey of the roadway corridor and adjacent roadways, as outlined on the attached Exhibit B. Survey will generally encompass the areas outlined along North Greensferry Road and at the intersections of West Poleline Ave, East Horsehaven Ave, and Cornell Ave.
    a. Establish project control and benchmarks on City of Post Falls datum (NAVD 88).
    b. Tie the topographic features within and adjacent to the project corridor to include:
        i. Ground elevation shots sufficient to create a topographic surface with a relative accuracy required to generate 1-foot contours, and at greater density as required in hardscape areas such as pedestrian ramps.
        ii. Visible utilities and related features within and adjacent to the corridor, including:
            (a) Power poles, vaults, J-boxes, guy wires.
            (b) Sewer manholes (invert elevations are not required for design and are therefore not included).
            (c) Sewer lines between manholes, with sizes shown per record data provided by the Client.
            (d) Water features: lines, valves, hydrants, etc.
            (e) Communication lines: fiber, phone, cable, etc., including delineators, risers, poles, etc, per on-site paint markings or drawings provided by the design team, client and/or utility providers.
            (f) Gas lines, and any other related features such as meters, valves, etc.
            (g) Stormwater treatment infrastructure: ditches, swales, drywells, etc. on or adjacent to the property. Note: due to the shallow nature of stormwater features, inverts will be located and shown where they are visible or attainable.
        iii. Roadway features from the easterly right-of-way line of Greensferry Road to the westerly survey limit line as shown on the attached survey limit exhibit, and adjacent tie-in locations, also as shown. Features located will include: sidewalks / trails, curb, roadway surface, striping, signage, approaches, edge of travel-ways, driveways, pedestrian ramps, etc. plus other notable features encountered during the survey that may be relative to design.
        iv. Features related to the Williams Gas Pipeline. (See assumption below).
        v. Fences.
5. Survey the rights-of-way and applicable boundaries of the project corridor by analyzing the controlling monumentation found per item 3 above together with survey records defining the rights-of-way and applicable easements. (See assumption below).
6. Prepare a draft topographic base map for design purposes.
7. Conduct (1) field review by an Engineer to become familiar with the general conditions of the site and (1) separate field check survey base map when drafted.
8. Collect supplemental data identified during the field check.
9. Prepare one legal description and exhibit for easement acquisition.
10. Finalize topographic survey for design.

Assumptions

i. Deliverables will conform to accepted surveying practices, and Idaho State Code and Statutes regarding land surveying.
ii. One easement acquisition is anticipated for this project across the grounds of Prairie View Elementary School. No other right-of-way or easement acquisitions are anticipated.
iii. There is a high-pressure natural gas pipeline (Northwest Pipeline / Williams Gas Co.) across a portion of this project. These lines typically require additional coordination efforts difficult to anticipate preemptively. It may be necessary to have a survey field crew on site

while potholing, or other evaluation is taking place. These details will be finalized during the design phase of the project.

iv. It is anticipated that the project will be designed and constructed within existing rights-of-way, other than the portion referenced above through the Prairie View Elementary School grounds. Therefore, no Title Reports are required and will not be ordered for adjacent properties.

Deliverables

i. Topographic Base Map delivered in digital and hard copy formats.
ii. One legal description and exhibit for easement acquisition.

C. **Task 020: Traffic Engineering**

1. ***Subtask 001:*** Intersection Capacity Analysis and Mitigation:

   For the intersection of Greensferry Rd & Poleline Ave, J-U-B will:

   a. Commission turning movement counts (direct cost included in this task)
   b. Perform intersection capacity analysis (existing and projected traffic)
   c. Determine mitigation configuration to inform roadway configuration
   d. Develop signal timing configuration

2. ***Subtask 002:*** Cabinet and Signal Component Planning

   For the signal system at Greensferry Rd & Poleline Ave, J-U-B will:

   a. Perform field review of existing cabinet components
   b. Develop recommended upgrades including product specifications
   c. Coordinate City review and recommendations
   d. Develop Traffic Technical Memorandum

   Assumptions:

   i. City will provide as-builts and existing signal timing

   Deliverables:

   ii. Traffic Technical Memorandum

D. **Task 030: Stormwater Design (task initiated mutually through JUB / City discussion)**

1. Perform existing and proposed hydrologic basin delineation
2. Perform existing and proposed stormwater runoff calculations
3. Determine existing stormwater system capacity
4. Develop and analyze proposed improvements
5. Prepare Stormwater Technical Memorandum

   Assumptions:

   i. This task will remain locked and unused unless topo shows that City standard typical roadway sections cannot be used directly because of insufficient longitudinal profile slopes, necessitating further basin and other analysis shown above.
   ii. Stormwater calculations will be performed per City of Post Falls Stormwater Standards
   iii. Drywells and scuppers will be used in adjacent swales for stormwater disposal
   iv. Limited piping may be designed adjacent to the school “208’ basins.

   Deliverables:

   v. Stormwater Technical Memorandum

E. **Task 040: Transportation Design**

1. ***Subtask 001:*** 60% Concept Plan and Submittal

   For this subtask, J-U-B will:

   a. Develop a roll plot for 60% transportation design
   b. Initiate utility coordination (locates, initial contact letter, tracking, conflict letters, meetings)

c. Perform QC Review
d. Prepare 60% Engineer's Opinion of Probable Construction Costs

Assumptions:

i. Roll plot will be plotted to PDF

Deliverables:

i. PDF roll plot and Engineer's Opinion of Probable Construction Costs

2. ***Subtask 002:*** 95% Plans and Submittal

For this subtask, J-U-B will prepare:

a. Cover and front-end sheets (3 sheets)
b. Survey control sheet (1 sheet)
c. Demo sheets (3 sheets)
d. Plan & profile (4 sheets)
e. Signal sheets (4 sheets)
f. Stormwater plans & details (6 sheets)
g. Typical roadway sections (2 sheets)
h. Signing and striping (3 sheets)
i. ADA grading details (2 sheets)
j. Standard details (2 sheets)
k. Traffic control plans (3 sheets)
l. Utility plans (4 sheets)
m. Utility relocate letters
n. Contract documents and specifications
o. 95% QC review
p. 95% Engineer's Opinion of Probable Construction Costs

Assumptions:

i. Special “Stormwater plans & details” included in item f above will not be used if Task 030: Stormwater Design is not used. In that case, city standard details (drywells, scuppers, etc) will be included on standard details sheets.
ii. Illumination will be shown on Plan & Profile sheets with City standard foundation details shown on Standard Details sheet.
iii. Three (3) additional luminaires will be added along Greensferry Rd school frontage as directed by the City. Other existing luminaires will not need relocation.
iv. Illumination modeling will not be developed.

Deliverables:

i. 95% Plans, Specifications and Engineer’s Opinion of Probable Construction Cost

3. ***Subtask 003:*** Final Contract Documents

For this subtask, J-U-B will finalize:

a. Cover and front-end sheets (3 sheets)
b. Survey control sheet (1 sheet)
c. Demo sheets (3 sheets)
d. Plan & profile (4 sheets)
e. Signal sheets (4 sheets)
f. Stormwater plans & details (6 sheets)
g. Typical roadway sections (2 sheets)
h. Signing and striping (3 sheets)
i. ADA grading details (2 sheets)
j. Standard details (2 sheets)
k. Traffic control plans (3 sheets)
l. Utility plans (4 sheets)
m. Contract documents and specifications
n. QC review of plans, specifications and cost opinions

o. Engineer's Opinion of Probable Construction Costs

Assumptions:

i. Special “Stormwater plans & details” included in item f above will not be used if Task 030: Stormwater Design is not used. In that case, city standard details (drywells, scuppers, etc) will be included on standard details sheets.

Deliverables:

i. Final Plans, Specifications and Engineer’s Opinion of Probable Construction Cost

F. **Task 050: Bidding and Award Phase Support (T&M)**

1. ***Subtask 001:*** Bid Advertisement Support

   For this subtask, J-U-B will,

   a. Prepare bid advertisement for the City to publish
   b. Perform electronic document distribution for bidding
   c. Provide hard copy distribution materials to City
   d. Conduct Pre-Bid Meeting (with site visit)
   e. Issue Addendum 1: Address Prebid Meeting Notes and Questions
   f. Issue Addendum 2: Address Bidder Questions
   g. Issue Addendum 3: (on an as-needed basis)
   h. Provide Addendum Updates to City

2. ***Subtask 002:*** Bid Opening and Award Support

   For this subtask, J-U-B will,

   a. Assist City with bid opening
   b. Review Bids and issue Bid Review Letter to the City
   c. Discuss the bids and available budget with CLIENT and CLIENT’S legal counsel.
   d. Develop Notice of Award for City

G. **Task 060: Construction Administration and Observation Services (T&M)**

1. See attached Exhibit A – Construction Phase Services, for City-requested services

   Assumptions:

   i. 2027 construction
   ii. Construction duration will be no more than 5 months
   iii. Bi-weekly construction meetings (10 total). Periodic observational site visits at same time and frequency.
   iv. Assuming (8) change orders, (10) requests for information
   v. Submittal review assuming (20) major submittals

H. **Task 070: Construction Staking and Record Drawings (T&M)**

1. Provide Construction Surveying, with the following items anticipated to be provided or staked:
   a. Project control and benchmarks for contractor use.
   b. Project limits, right-of-way limits and sawcut lines depending on location within project and design features
   c. Curb
   d. Sidewalk
   e. Multi-use trail
   f. Utility relocations
   g. Drainage Features
   h. Pedestrian Ramps
   i. Signage
   j. Grade hubs (or quality control verification shots if machine control is used by the contractor) in roadway widening areas for subgrade, top of ballast and top of rock. Hubs will be placed between hardscape control such as curb and edge of pavement where appropriate.
   k. Items incidental to the high-pressure natural gas line

l. Office calculations and support as needed.
m. Prepare record drawings and GIS linework

Assumptions

i. A detailed scope of items to be staked for the contractor will be discussed with the City upon review and consideration of final design. These will be incorporated into the project specifications and bid documents. It is anticipated that the staking provided will include a quantified number of mobilizations, minimum hours per mobilization for efficiency, re-stake requests, advance notice requirements for staking requests, staking intervals, and possibly others.
ii. The fee estimate range is a pre-design estimate and based on previous experience for similar projects. The actual amount may vary due to potential changes between features currently planned and final design.
iii. Record Drawings will be submitted in PDF format

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. Right-of-Way and/or easement coordination with property owners

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. Public Involvement
   2. Design Geotechnical Services
   3. Construction QA Materials Testing

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. For Time and Materials fees:
      a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
      b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
   3. 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.

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.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Lump Sum	$26,900	Concurrent with work progress
010	Boundary and Topographic Survey	Lump Sum	$44,600	Concurrent with work progress
020	Traffic Engineering	Lump Sum	$16,700	Concurrent with work progress
030	Stormwater Design	Lump Sum	$29,700	Concurrent with work progress
040	Transportation Design	Lump Sum	$137,200	60% roll plot for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data. Final PS&E by Jan 2027
050	Bidding and Award Support	Time and Materials (Ceiling Amount Shown)	$18,500	Bidding no later than Feb 2027
060	Construction Administration and Observation Services	Time and Materials (Ceiling Amount Shown)	$85,000	Refer to Exhibit A
070	Construction Staking & Record Drawings / GIS	Time and Materials (Ceiling Amount Shown)	$46,300	Concurrent with construction on the project, with schedule coordinated between the contractor and J-U-B per the guidelines and advance notice requirements outlined in the project specifications.
		Total:	**$404,900**	

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.

E. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to writing, research, and estimating (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

F. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

Exhibit(s):

- Exhibit A: Construction Phase Services
- Exhibit B: Survey Limits Map

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Choose an item.

PROJECT DESCRIPTION(S)**:**

1. Traffic/Transportation (T03)
2. Surveying (L02)

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes
☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes
☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☐ Yes
☒ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☐ Yes
☒ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☒ Yes
☐ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☒ Yes
☐ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☐ Yes
☒ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☐ Yes
☒ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.

   c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*

7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

9. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups.*

    a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

    b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.

    c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.

    d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

    Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*

    a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

    b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing documentation of the Work.

e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.

c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.

d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion*.

a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

EXHIBIT 1-B

Attachment 2 - 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:

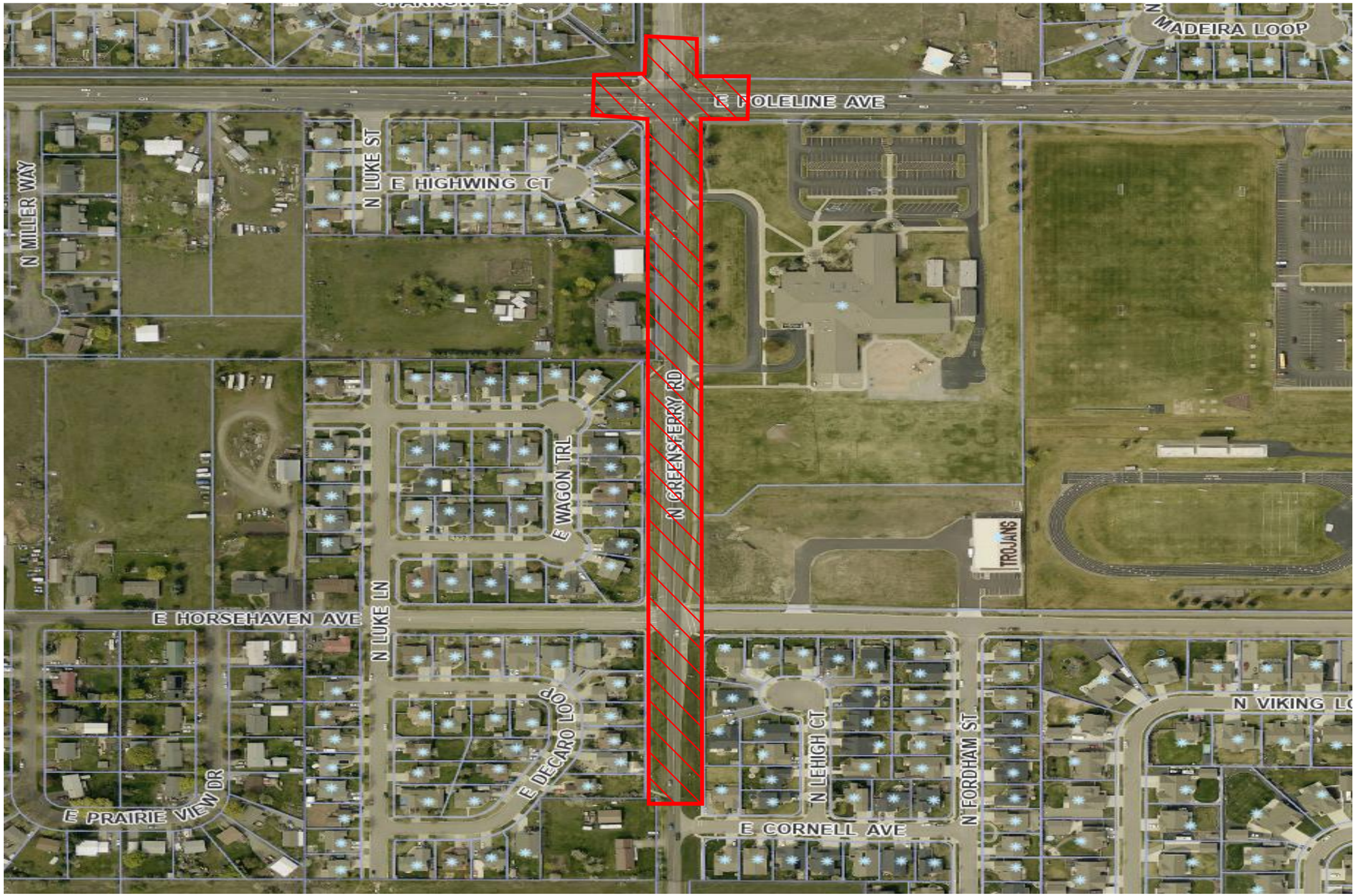
1. **Compliance with Regulations**
   The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter 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.



LOCATION MAP - POLELINE/GREENSFERRY PROJECT

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Safe Streets for All Grant Application and Resolution

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ITEM AND RECOMMENDED ACTION:
Staff request approval from City Council to apply for the federal "Safe Streets for All" grant and to approve a corresponding resolution stating a goal of reducing roadway deaths and injuries.

DISCUSSION:
Background:
The Safe Streets for All (SS4A) program is a federal program which provides grants to local jurisdictions to improve infrastructure with a goal of preventing roadway fatalities and serious injuries. Previously, the program was known as Safe Routes to School. There are two types of grants, one for planning and demonstration efforts and one for implementation. A qualifying action plan is required to apply for an implementation grant.

Proposed Grant Application
City Staff recommend applying for a Planning and Demonstration grant to be used toward the development of a comprehensive safety plan which would outline recommendations to reduce and eliminate fatalities and serious injuries. Examples of projects which are likely to be recommended in this plan are improved infrastructure for pedestrian crossings and completing gaps in sidewalk connectivity. The two primary benefits to accomplishing the plan is to better understand where safety improvements, especially pedestrian related ones, can be made with limited resources and to qualify for future federal grants to makes those improvements. Because the City does not yet have an adopted action plan, we are not eligible for implementation grants under the same program.

The City retained J-U-B Engineers to assist in producing a grant application due to their previous experience in both these specific grant applications and the resulting action plans.

This plan is distinct from a Transportation Master Plan in that it looks at specific pedestrian improvements as they pertain to safety and does not focus on the efficient flow of people and vehicles throughout the road network. As an analogy, a transportation master plan would look at how to ensure traffic (and therefore school buses) flow freely in the morning. A safety action plan would look at the likely routes a child would walk to school and ensure they can do so on sidewalks and through appropriate crosswalks.

Resolution
The attached resolution is recommended as a demonstration of the city's commitment to prioritizing improvements which improve the safety of all those who use our roads and pedestrian facilities.

Timeline and Next Steps
The grant process, and the resulting project to develop an action plan, are multi-year efforts. The

Department of Transportation expects to issue award determinations by mid-December, 2026. The DOT then expects to enter into award contracts with the selected entities within one year and expects grant projects to be completed within 2-5 years.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The approximate cost of an action plan is estimated at $440,800. The matching requirement is 20%, so the City's share would be $88,160. The matching funding for this grant would be requested in a future budget cycle, as this grant award contract would not be complete within the current fiscal year.

BUDGET CODE:
N/A

ATTACHMENTS:
1. Presentation 051926 - City Council - Safe Streets for All Grant
2. PF-SS4A_Resolution
3. Notice of Funding Opportunity

Safe Streets for All Grant Application

John Beacham

Public Works Director

Rob Palus

City Engineer

May 19, 2026

City Council Meeting

What is “Safe Streets for All”

- Federal Grant – US Department of Transportation

- Goal: prevent roadway fatalities and serious injuries
- Types:
  - Planning & Demonstration
  - Implementation

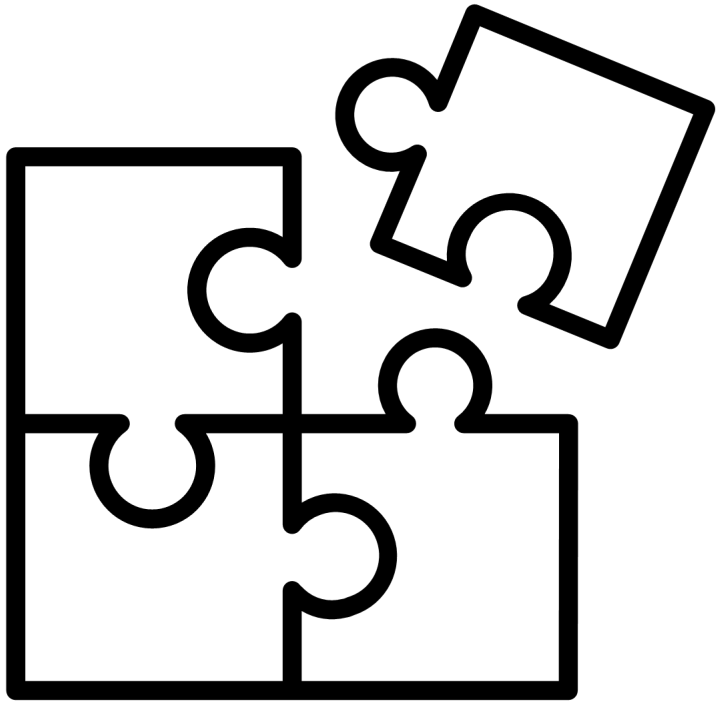
Grant Application

Recommendation:

- Apply for Planning Grant to create an “Action Plan”
- Qualifies for future implementation grants
- Budget Cost: $440,800
- 20% match: $88,160

- Likely a FY28 project

Action Plan



- Addresses items specific to preventing injuries:
  - Missing sidewalks
  - Pedestrian crossings

Compliments:

- Transportation Master Plan
- ADA Transition Plan
- Maintenance Activities

Resolution

- Demonstrates commitment to improving roadway safety
- Formalizes existing commitments to improvement of transportation network

Questions?

CITY OF POST FALLS
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, SUPPORTING THE SUBMISSION OF AN APPLICATION FOR THE U.S. DEPARTMENT OF TRANSPORTATION FY2026 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM; AND ESTABLISHING A COMMITMENT TO REDUCE AND WORK TOWARD ELIMINATING ROADWAY FATALITIES AND SERIOUS INJURIES

WHEREAS, the U.S. Department of Transportation has made available funding through the Safe Streets and Roads for All (SS4A) grant program to support local initiatives to prevent roadway fatalities and serious injuries; and

WHEREAS, the City recognizes that roadway fatalities and serious injuries are preventable and that a proactive, system-wide approach to transportation safety can reduce the frequency and severity of crashes; and

WHEREAS, the SS4A program requires formal public commitment to improving roadway safety outcomes and advancing strategies that reduce and ultimately eliminate fatalities and serious injuries; and

WHEREAS, the City desires to align its transportation planning, project development, and investment decisions with a safety-focused approach that prioritizes all roadway users, including pedestrians, bicyclists, motorists, and commercial vehicles; and

WHEREAS, the City intends to submit an application for SS4A funding to support the implementation of projects and strategies identified in the Transportation Master Plan that improve safety and reduce crash risk across the transportation network;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO:

SECTION 1. Commitment to Safety
The City of Post Falls hereby formally commits to reducing roadway fatalities and serious injuries within its jurisdiction and to working toward the long-term goal of eliminating roadway fatalities and serious injuries. The City will pursue this commitment through data-informed decision-making, implementation of safety-focused transportation improvements, and continued evaluation of roadway conditions and performance.

SECTION 2. Implementation Approach
The City will utilize the strategies and projects identified in its Transportation Master Plan, along with future updates and refinements, to guide investments that improve roadway safety, reduce conflict points, manage speeds, and enhance accessibility for all users.

SECTION 3. SS4A Grant Application
The City Council supports the submission of an application to the U.S. Department of

Transportation for FY2026 SS4A funding and authorizes the Mayor, City Administrator, Public Works Director, or their designee to prepare and submit all necessary application materials.

SECTION 4. Effective Date
This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Post Falls, Idaho, this ___ day of _____, 2026.

CITY OF POST FALLS

By: _____
Mayor

ATTEST:

City Clerk

BILLING CODE 4910-9X

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Docket Number: DOT-OST-2026-0050

DOT FY 2026 Safe Streets and Roads for All Funding

ISSUED: March 27, 2026

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO or Notice), Assistance Listing # 20.939

Each section of this Notice contains information and instructions relevant to the application process for Safe Streets and Roads for All (SS4A) grants, and all applicants should read this Notice in its entirety to have the information they need to submit eligible and competitive applications.

Section	Content
A	Basic Information
B	Definitions
C	Eligibility Information
D	Program Description
E	Application Contents and Format
F	Submission Requirements and Deadlines
G	Application Review Information
H	Federal Award Notices
I	Post-Award Requirements and Administration
J	Other Information

A. Basic Information

Federal Agency Name	Office of the Secretary of Transportation, U.S. Department of Transportation
Announcement Type	Notice of Funding Opportunity
Funding Opportunity Number	DOT-SS4A-FY26-01 (Grants.gov)
Assistance Listing Number	20.939
Executive Summary	Funds for the fiscal year (FY) 2026 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, and behavioral and operational initiatives to prevent fatalities and serious injuries on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators.
Objective	The purpose of this notice is to solicit applications for SS4A.
Eligible Applicants	• Metropolitan planning organizations; • Political subdivisions of a State or territory (e.g., cities, towns, counties); • Federally recognized Tribal governments; and • A multijurisdictional group of entities described in any of the aforementioned three types of entities.
Eligible Project Types	• Develop a comprehensive safety action plan (Action Plan). • Conduct supplemental safety planning to enhance an Action Plan. • Carry out demonstration activities to inform the development of, or an update to, an Action Plan. • Perform planning, design, and development activities for projects and strategies identified in an Action Plan. • Implement projects and strategies identified in an Action Plan that address roadway safety problems.
Funding Details	This Notice makes available up to $993,488,194 for FY 2026 grants: **$687,809,874** is available for Implementation Grants o Expected number of awards: 40 to 70 o Expected funding range: $2,500,000 to $25,000,000 **$305,678,320** is available for Planning and Demonstration Grants o Expected number of awards: 400 to 700 o Expected funding range: $100,000 to $5,000,000 DOT reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section D.vi: Grant Priorities. DOT may increase the overall amount of funding if additional funds become available.

Funding Restrictions	Not more than 15 percent of the $1 billion in FY 2026 funds made available to carry out the SS4A program may be awarded to eligible applicants in a single State.[1] A minimum of 30 percent of the total funds made available in FY 2026 must be awarded for developing an Action Plan, including supplemental planning to update an existing Action Plan, or demonstration activities to inform the development or update of an Action Plan.
Key Dates	Planning and Demonstration Grant and Implementation Grant applications must be submitted by 5:00 PM (EDT) on May 26, 2026. Technical questions must be submitted by 5:00 PM (EDT) on April 24, 2026. Pre-application eligibility review requests must be submitted for Implementation Grants by 5:00 PM (EDT) on April 24, 2026.
Application Links	Applications must be submitted via Valid Eval, an online application submission system used by DOT • **Implementation Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2026_implementation/signup • **Planning and Demonstration Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2026_planning_demo/signup Customer support for Valid Eval can be reached at support@valideval.com.
Agency Contact Information	**Email:** SS4A@dot.gov **Website:** https://www.transportation.gov/grants/SS4A DOT will regularly post answers to common questions and requests for clarification, as well as schedule information for webinars providing additional guidance on the SS4A website.

1. Changes in the FY 2026 NOFO

The FY 2026 NOFO substantively differs from the FY 2025 NOFO in the following ways:

- DOT is placing a priority on Public Safety Infrastructure.
- Section B. Definitions. Clarifying information is added regarding Public Safety Infrastructure for post-crash care, emergency response coordination, and prehospital blood transfusion activities.

[1] Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

- Section G. Application Review Information has been updated to include clearer information regarding how SS4A applications will be assessed.
- Section G. Application Review Information. Added language noting that if DOT does not receive enough merit-worthy applications for Planning and Demonstration Grants to award the 30 percent set aside requirement, surplus funds may be redirected toward merit-worthy Implementation Grants.
- Added language highlighting new Executive Orders and DOT Orders.

B. Definitions

Term	Definition
Applicant's Jurisdiction(s)	The U.S. Census tract(s) where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, they should include all relevant Census tracts for the jurisdictions covered by the application.
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as an "Action Plan") is a plan to prevent roadway fatalities and serious injuries in a locality or region or on Tribal land. This can be either an Action Plan developed with a Planning and Demonstration Grant, or a previously developed plan (e.g., a Vision Zero plan or similar plan) that is substantially similar to and meets the eligibility requirements of an Action Plan. See Table 1 for a detailed description.
Fatal or Serious Injury Crash	A fatal or serious injury crash involves a motor vehicle traveling on a roadway customarily open to the public. To be considered a motor vehicle related fatal injury, the crash must involve a motor vehicle traveling on a trafficway customarily open to the public and must result in the death of a vehicle occupant or a nonoccupant within 30 days of the crash. This definition aligns with the definition of a fatal crash in the Fatality Analysis Reporting System (FARS).
High-Injury Network	Identifies the highest concentrations of motor vehicle related crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Public Safety Infrastructure	Physical and digital hardware, software, systems, technologies, equipment, protocols, facilities, and coordination models used by public safety agencies such as 9-1-1, emergency medical services (EMS), fire services, law enforcement, and trauma system partners to either prevent, respond to, or reduce the severity of roadway crashes. Public safety infrastructure may be permanent, modular, configurable, or interoperable, and may include temporary, pilot, or limited-scale deployments.

Term	Definition
Rural	For the purposes of this NOFO, jurisdictions outside an Urban Area (UA) or located within UAs with populations fewer than 200,000, based on the 2020 Census, will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at https://www2.census.gov/geo/docs/reference/ua/2020_Census_ua_list_all.xlsx
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.[2]
Areas of Persistent Poverty and Underserved Community	Areas of Persistent Poverty (APP)[3] are defined as: • Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census • Any census tract with a poverty rate of at least 20 percent as measured by the 2014 – 2018 5-year data series available from the American Community Survey of the Bureau of the Census • Any territory or possession of the United States Underserved Community will use the same definition as APP for purposes of this NOFO.

C. Eligibility Information

1. Eligible Applicants

Section 24112(a)(2) of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117–58, provides statutory eligibility criteria for the SS4A grants. Eligible applicants for SS4A grants are:

[2]For additional information, visit: https://www.transportation.gov/safe-system-approach

[3] See 49 U.S.C. § 6702(a)(1).

1. a metropolitan planning organization (MPO);
2. a political subdivision of a State or territory;
3. a federally recognized Tribal government; and
4. a multijurisdictional group of entities made up of any of the aforementioned three types of entities.

A multijurisdictional group of entities should identify a lead applicant as the primary point of contact. Non-profits are not eligible applicants unless created under State law with roadway safety and/or planning responsibilities equivalent to a political subdivision of a State. States and territories are not eligible applicants.

SS4A award recipients from all previous years are eligible to apply in FY 2026. FY 2026 Projects of Merit, which are Implementation Grant or Planning and Demonstration Grant applications that received a Highly Recommended rating, may automatically be carried forward for consideration under a future SS4A NOFO, subject to availability of appropriations and specific funding requirements which will be explained in future NOFOs. Applicants would be responsible for updating an application should the future SS4A NOFO include program or policy changes from this FY 2026 NOFO.

Additional Eligibility Requirements for Implementation Grant Applicants

An eligible applicant for an Implementation Grant must also meet at least one of the following conditions:

- have ownership and/or maintenance responsibilities over a roadway network;
- have safety responsibilities that affect roadways; or

- have an agreement in the form of a signed letter, MOU, or other documentation from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.

2. Number of Applications

Eligible applicants may submit one application only to the FY 2026 funding opportunity. If multiple applications are received from the same political subdivision of a State and/or applicant, the last application submitted will be reviewed. If an applicant is eligible for both a Planning and Demonstration Grant and an Implementation Grant, the applicant must choose between applying for a Planning and Demonstration Grant or an Implementation Grant.

Implementation Grant applicants may request funds to bundle supplemental planning and demonstration activities as described in Section D.8.i, alongside a request for funds to implement projects and strategies.

3. Planning and Demonstration Grant Eligibility Requirements

Eligible activities for a Planning and Demonstration Grant include: develop a new Action Plan, conduct supplemental safety planning to update an existing Action Plan, or carry out safety demonstration activities to inform the development of or update to an Action Plan.

These activities may be bundled in any combination, provided that the requirements in this Notice are met. DOT encourages complementary but distinct activities, including but not limited to safety demonstration activities that will help inform the development of an Action Plan.

Any applicant that meets the eligibility requirements described below may apply for a Planning and Demonstration Grant to develop an Action Plan.

i. Developing an Action Plan

The development of an Action Plan must include all relevant road users and be at a broad, systemwide geography (i.e., the eligible applicant's entire jurisdiction, not a few road segments within a jurisdiction). Corridor-level or site-specific studies are considered to be supplemental planning and not an Action Plan. Applicants with an existing Action Plan may also apply to update their Action Plan.

ii. Supplemental Planning and Demonstration Activities

Supplemental planning broadly refers to an activity that informs the development of a new or existing Action Plan. Eligible supplemental planning activities include, but are not limited to, the following:

- Action plan updates
- Action plan consolidation including combining different jurisdiction's action plans or integrating topical safety activities into an action plan
- Complementary or topical safety plan development
- Road safety audits
- Follow-up data collection and safety analysis
- Progress reporting
- Stakeholder engagement and collaboration
- Roadway safety planning

Demonstration activities are temporary safety improvements that inform the Action Plan by testing proposed project and strategy approaches to determine future benefits and future scope. Eligible demonstration activities include, but are not limited to the following:

- Feasibility studies

- MUTCD engineering studies
- Behavioral or operational activity pilot programs
- New technology pilot programs

Examples of eligible supplemental planning and demonstration activities are provided at Planning and Demonstration Activities - SS4A | US Department of Transportation .

iii. Action Plan Requirement

Applicants requesting Federal funding to conduct supplemental planning and/or demonstration activities **only**, without developing or updating an Action Plan must either a) have an existing Action Plan, which is demonstrated through meeting the Action Plan requirements outlined in the Self-Certification Eligibility Worksheet[4] and described in Table 1: Action Plan Components, b) have received SS4A funding in a previous round to develop or update an Action Plan and are in the process of completing or updating an Action Plan, as described in Table 1: Action Plan Components, or c) use a higher-level jurisdiction's Action Plan as described below.

If a higher-level jurisdiction (e.g., an MPO or county would be a higher-level jurisdiction for a city or town) has an eligible and finalized Action Plan, or is in the process of completing or updating an SS4A-funded Action Plan from a previous grant round, an eligible applicant can apply for supplemental planning and/or demonstration activities without its own plan only if: 1) the geographic boundaries of the higher-level jurisdiction's Action Plan cover the eligible applicant's jurisdiction; 2) the proposed activities are coordinated with the higher-level jurisdiction and the application demonstrates such coordination; and 3) the activities will inform the Action Plan of the higher-level jurisdiction.

[4] https://www.transportation.gov/grants/ss4a/self-certification-worksheet.

iv. Duplicative Action Plans

An application may be deemed duplicative, and therefore ineligible, if it requests funds to develop a new Action Plan when another jurisdiction is already preparing an Action Plan in the same area using SS4A funding and/or requests funds to develop a new Action Plan in the same area as another FY26 application. Duplicative funding requests to develop a new Action Plan will be identified and assessed for merit within the context of other jurisdictions and their planning activities and will result in an eligibility determination.

4. Implementation Grant Eligibility Requirements

i. Action Plan Requirement

To apply for an Implementation Grant, the applicant must certify that they have an existing plan that is substantially similar to an Action Plan as defined in Section B and Table 1: Action Plan Components and has been finalized and/or last updated between 2021 and May 26, 2026. The components required for an existing plan to be substantially similar to an Action Plan may be found in up to three plans (*e.g.*, a regional transportation safety plan and a local Vision Zero plan may be used together to meet all component requirements).

If another jurisdiction (*e.g.*, an MPO or county) has an existing plan in place that meets Action Plan eligibility requirements, an eligible applicant covered within the Action Plan's geographic boundaries could apply without its own plan as long as the existing plan is focused, at least in part, on the roadway network within the applicant's jurisdiction, the plans include the applicant's projects and strategies, and all other eligibility requirements are met.

If an applicant does not have an existing Action Plan or is not located in a jurisdiction which has an existing Action Plan, they should apply for a Planning and Demonstration Grant to develop one. They should **NOT** apply for an Implementation Grant.

The plan, or a combination of up to three plans, must be uploaded as an attachment to the application or provided as web links to publicly available sites. Applicants should use the Self-Certification Eligibility Worksheet to determine eligibility and upload the completed worksheet with their application.[5]

Ineligible Plans

State-level Action Plans (*e.g.*, a Strategic Highway Safety Plan required under 23 U.S.C. § 148, State Highway Safety Plans required under 23 U.S.C. § 402, Commercial Vehicle Safety Plans required under 49 U.S.C. § 31102, or Public Transportation Agency Safety Plans required under 49 U.S.C. § 5329) cannot be used as an established plan to apply for an Implementation Grant.

Alignment With All Action Plan Components

Implementation Grant applicants who meet any of the following conditions must update their Action Plan during the period of performance for the grant agreement to align with all Action Plan components in Table 1: Action Plan Components as a condition of receiving SS4A funds:

- Self-Certification Eligibility Worksheet areas that include a "no" response; or
- Safety focus in the qualifying Action Plan does not include all road users.

Implementation Grant applicants are encouraged to request supplemental planning funding in their application to complete any missing components of an existing plan but may choose to complete such activities without Federal funding.

5. Cost Sharing or Matching

The Federal share of an SS4A grant may not exceed 80 percent of total eligible SS4A project costs. Recipients are required to contribute a local matching share of no less than 20 percent of total eligible project costs. Matching funds may include funding from the applicant or other eligible non-Federal sources. Unless otherwise authorized by statute, all matching contributions must be from non-Federal sources. Applicants that intend to combine SS4A funds with Federal-Aid funds provided under Title 23 U.S.C. could experience a significant delay in the programming of funding and the execution of a grant agreement.

i. Exceptions to Non-Federal Match Requirements

In the following situations, the non-federal match requirement may be met with Federal funds or may be waived:

- For eligible applicants on federally recognized American Indian and Alaska Native tribes, nations, bands, communities and affiliated groups, Tribal Transportation Program and Tribal Transportation Program Safety Funds are Federal funding programs, and these programs may be used as non-Federal match.
- For eligible applicants located in the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, when the required local match is less than $200,000, SS4A will apply a 100 percent Federal share and waive local match requirements per 48 U.S.C. § 1469a and Pub. L. 96-205, Title VI, § 601, as amended, and consistent with OMB Controller Alert CA-23-04, Waiving Matching Fund Requirements for Insular Areas.

ii. Types of Non-Federal Match

In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Any in-kind contributions used to fulfill the cost-share requirement for both Planning and Demonstration Grants and Implementation Grants must:

- Be in accordance with the cost principles in 2 CFR Part 200, Subpart E;
- Include documented evidence of completion within the period of performance; and
- Support the execution of the eligible activities in Section D.10: Eligible Activities and Costs

Additional information about match requirements and costs that can be considered match are available at https://www.transportation.gov/grants/SS4A.

D. Program Description

1. Overview

The Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117–58, authorized and appropriated $1,000,000,000 to be awarded by DOT for FY 2026 for the SS4A grant program.[6] This Notice solicits applications for activities to be funded under the SS4A grant program.

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development, refinement, and implementation of Action Plans focused on all users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. The Action Plans include

[6] *See* IIJA, Pub. L. 117-58, 135 Stat. 429, 815, Div. B, Title IV, § 24112; *id.*, 135 Stat at 1413, Div. J, Title VIII.

strategies to implement the Safe System Approach. The program provides funding to develop tools to strengthen a community's approach to roadway safety and is designed to meet the needs of local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

2. Total Funding Available

IIJA established the SS4A program with $5,000,000,000 in advanced appropriations in Division J, including $1,000,000,000 for FY 2026. DOT has retained not more than 2 percent, or **$20,000,000**, for administrative expenses.[7] In addition, DOT has $13,488,194 in carryover funds. Therefore, this Notice makes available up to $993,488,194 for FY 2026 grants under the SS4A program. Refer to Section G for greater detail on additional funding considerations and Section A. Basic Information for funding restrictions.

3. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via signed grant agreements between DOT and recipients, as flexibly and expeditiously as possible, within 12 months of award announcement. Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to providing assistance to help them through the process of securing a grant agreement and delivering grant projects and strategies through the SS4A Technical Assistance Center[8]. Applicants who have never received Federal funding from DOT are also encouraged to partner with eligible applicants within the same region, such as an MPO, that have established

[7] IIJA § 24112(f)(2)

[8] For additional information about the SS4A Technical Assistance Center, visit: https://www.ss4aclearinghouse.org/TechnicalAssistance

financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant (which includes State Departments of Transportation and similar State-level entities), eligible applicants are encouraged to seek guidance on project delivery and processes from States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of performance for Planning and Demonstration and Implementation Grant agreements is between 24 months and five years, depending on the scope and extent of the grant activities. The period of performance for Planning and Demonstration Grant and Implementation Grant agreements may not exceed five years.

4. Data Collection Requirements

Pursuant to section 24112(i)(1) of IIJA, DOT must post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. In addition, DOT must evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program into the publicly available website on best practices and lessons learned.[9] The best practices and lessons learned collected thus far are available on the SS4A Clearinghouse website. DOT intends to measure safety outcomes through a combination of grant agreement activities and data collections, including DOT data collections already underway and program evaluations separate from the individual grant agreements. The grant data-collection

[9] IIJA specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Eleventh Edition,* or any successor document.

requirements reflect the need to build evidence of noteworthy strategies and best practices. DOT expects to use the data and outcome information collected before and after evaluations. See Section I for more information about post-award reporting requirements.

5. Grant Options and Deliverables

The SS4A program provides funding for two main types of grants: **Planning and Demonstration Grants** and **Implementation Grants**. Planning and Demonstration Grants are used to develop, complete, or supplement an Action Plan, as well as carry out safety demonstration activities that inform an Action Plan. Implementation Grants are used to implement strategies or projects that are consistent with an existing Action Plan. In addition, applicants may bundle funding requests for supplemental planning and demonstration activities that inform the Action Plan into an Implementation Grant application.

i. Planning and Demonstration Grants

Action Plan

An Action Plan is the foundation of the SS4A grant program and supports the implementation of projects and strategies that will help achieve local, data-driven transportation safety goals. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, region, or on Tribal Lands. Grants for Action Plans provide Federal funds to eligible applicants to develop, complete, or enhance an Action Plan for broad, systemwide geography covering the applicant's entire jurisdiction.

The primary deliverable is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of

developing an Action Plan to be critical for success and the components reflect a process-oriented set of activities. For applications involving a multi-jurisdictional group, applicants may propose the development of a single Action Plan covering all jurisdictions, several plans for individual jurisdictions, or a system to administer sub-awards to entities within its jurisdiction.

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (*e.g.*, resolution, policy, ordinance) by a high-ranking official and/or governing body (*e.g.*, Mayor, City Council, Tribal Council, MPO Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, or (2) a percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of crash locations and crash severity, as well as contributing factors and crash types by relevant road users (*e.g.*, motorists, pedestrians, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (*e.g.*, high-risk road features, specific safety needs of relevant road users, analysis of the built environment, demographics, and structural issues). The safety analysis can consider factors that influence the severity of outcomes when crashes occur, including the availability and coordination of emergency response and post-crash care systems. To the extent practical, the analysis should include all roadways within the jurisdiction, without regard to ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a high-injury network or equivalent).

Component	Description
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders and partners, including the private sector, and community groups allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.
Policy and Process Changes	Assessment of current local policies, plans, guidelines, and/or standards (*e.g.*, manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new local policies, guidelines, and/or standards, as appropriate.
Strategy and Project Selections	Identification of a comprehensive set of projects and strategies informed by data, the best available evidence and noteworthy practices, and stakeholder input that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated. Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures are expected to be deployed (*e.g.*, short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure and behavioral and operational safety.
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

Supplemental Planning Activities

Supplemental planning activities support or enhance an existing Action Plan. Examples of eligible supplemental planning activities are provided at https://www.transportation.gov/grants/ss4a/planning-and-demonstration-activities.

The final deliverable for supplemental planning is a written product that connects to, and enhances, an Action Plan. Final products shall be made publicly available.

Demonstration Activities

Demonstration activities inform an Action Plan by testing proposed project and strategy approaches to determine their potential benefits and future scope. Demonstration activities are temporary and small in scale. Demonstration activities must measure potential benefits through data collection and evaluation (*e.g.*, before and after studies) and inform an Action Plan's list of selected projects and strategies and their future implementation.

Demonstration activities and pilot programs must inform Action Plans through small-scale tests with finite trial periods intended to gauge potential project and strategy effectiveness that will lead to project and strategy selection at a systemic level. DOT generally expects demonstration activities to be initiated within 18 months of executing a grant agreement (*e.g.*, quick-builds on the roadway; pilot project established) and the benefits of the demonstration activity to be evaluated during the period of performance for the grant agreement.

The final deliverable is an assessment of the demonstration activities and an updated Action Plan that incorporates the information gathered from the demonstration activities into the Action Plan's list of projects or strategies and/or informs another part of the Action Plan.

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund supplemental planning and demonstration activities as described above, as well as project-level planning, design, and development activities for projects and strategies identified in an Action Plan (e.g., project-level

National Environmental Policy Act (NEPA) compliance, associated environmental review activities, permits and approvals, construction design, etc.).

6. SS4A Grant Priorities

This section discusses priorities specific to SS4A and NOFO requirements. Successful grant applications will:

- Promote safety to prevent fatal and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Beautifying transportation infrastructure with context-appropriate design and/or child-friendly elements;
- Advance eligible truck parking with a clear roadway safety nexus;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies; and
- Demonstrate engagement with a variety of public and private stakeholders.[10]

Additionally, applications will be more competitive if they

- Beautify transportation infrastructure with context-appropriate design and/or child-friendly elements;
- Advance eligible truck parking with a clear roadway safety nexus;

[10] *See* IIJA, Pub. L. 117-58, 135 Stat. 429, 816, § 24112(d)(3)(A)–(E).

- Modernize public safety infrastructure, including prehospital blood transfusion capabilities and improve post-crash care.

In accordance with the Americans with Disabilities Act of 1990 (ADA), awards focused on infrastructure and demonstration activities must ensure that newly constructed facilities in the public right-of-way are accessible to, and usable by, individuals with disabilities to the extent that it is not structurally impracticable to do so. The ADA also requires that, when an existing facility is altered, the altered facility be made accessible to and usable by individuals with disabilities to the maximum extent feasible.[11]

DOT intends to use the SS4A program to support the creation of good-paying jobs through union participation or project labor agreements which promote cost-effectiveness and open competition, registered apprenticeship programs, and other training and placement programs.

DOT intends to apply principles from DOT Order 2100.7, (Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities) and DOT Order 2100.9, (Ensuring Nondiscrimination and Equal Opportunity in Department of Transportation Policies, Programs, and Activities) when evaluating applications and making award selections. To the maximum extent permitted by law, DOT will prioritize projects that are in alignment with the principles outlined in DOT Order 2100.7 and DOT Order 2100.9.

DOT seeks to fund projects that advance the priorities of this Administration as described in DOT's mission statement and across executive orders.

[11] *See* 28 CFR § 35.151.

7. Eligible Activities and Costs

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR Part 200, Subpart E. DOT reserves the right to make cost eligibility determinations on a case-by-case basis.

i. Eligible Activities

Eligible activities for grant funding include the following three elements:

A. Developing or updating an Action Plan (*i.e.*, the activities described in Section C.3.i: Developing an Action Plan);

B. Conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and

C. Carrying out projects and strategies identified in an Action Plan.

For Implementation Grants, activities *must* include element (C) and *may* include element (B). Implementation Grant applications *may also* include element (A) such as supplemental planning or demonstration activities. Projects and strategies identified in element (C) must be either infrastructure, behavioral, operational, or post-crash care activities identified in the Action Plan, including prehospital blood transfusion programs and other public safety system improvements, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Applicants may "bundle" different projects, strategies, supplemental planning, and/or demonstration activities into one Implementation Grant application, even if they address different safety problems or are located in different areas. For "bundled" funding requests, element (B) planning, design, and development activities must be directly connected to the completion of the element (C) projects and strategies funded through the Implementation Grant

application. Public safety infrastructure activities are eligible for Implementation Grants such as Field Blood Delivery, Public Safety Dispatch, Digital Alert System, and Education Campaigns; these activities could also be eligible as a safety demonstration activity provided they meet the demonstration activity eligibility requirements described in Section D.5.i: Demonstration Activities. Truck parking activities contained in an Action Plan may be eligible under an Action Plan Grant or as part of an Implementation Grant if such activities demonstrates a clear roadway safety nexus and are not among the ineligible activities listed below in Section D.7.ii. Examples of eligible Implementation Grant activities are listed on the SS4A website (https://www.transportation.gov/grants/ss4a/implementation-grants).

ii. Ineligible Activities and Costs

The following activities are **not** eligible for element (C) "projects and strategies" nor demonstration activity funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Note, however, roadway intersections with other modes of transportation (*e.g.*, at-grade highway rail crossings) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. A new roadway facility exclusively for non-motorists (*e.g.*, a pedestrian bridge) is an eligible activity if the primary purpose is safety related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional through lanes (*i.e.* without a clear safety nexus).

- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a Public Transportation Agency Safety Plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

E. Application Contents and Format

The Planning and Demonstration Grant and the Implementation Grant, respectively, have different application submission and supporting document requirements. The SS4A website (https://www.transportation.gov/grants/SS4A) provides many resources to help complete the required submission materials.

1. Implementation Grant Pre-Application Submissions

Prior to submitting an application, a potential Implementation Grant applicant is encouraged to submit a Self-Certification Eligibility Worksheet and links or attachments to any referenced plan(s) to determine whether the applicant has an existing plan or plans that are substantially similar to an Action Plan, which is required for Implementation Grant eligibility. A pre-application eligibility review request must contain all required materials, including relevant documentation, to receive an eligibility determination by DOT.

Pre-application submissions must be received at or before 5:00 PM (EDT) on April 24, 2026, by emailing SS4A@dot.gov with the subject "Implementation Grant Eligibility Review: *Applicant*

Name, State." DOT expects to provide an affirmative response or details as to why the plan(s) do not meet eligibility requirements to the applicant within three weeks of receipt. Each applicant may request only one pre-application submission review. DOT will not perform pre-application reviews of full application materials nor provide feedback on the quality of the overall application.

If a potential applicant has an Action Plan covering their jurisdiction that was developed using prior SS4A funds that has been accepted by DOT, they should not submit those plans for pre-application eligibility review. DOT will confirm eligibility for these applicants upon application submittal.

Planning and Demonstration Grant applicants are not eligible for pre-application submission reviews.

2. Planning and Demonstration Grant Application Submissions

The application must include the application materials as described below. The necessary file formats for each application component will be displayed on the Valid Eval application portal.

Standard Forms

All applicants must submit the following Standard Forms:

- Application for Federal Assistance (SF-424),
- Budget Information for Non-Construction Programs (SF-424A),
- Assurances for Non-Construction Programs (SF-424B), and
- Disclosure of Lobbying Activities (SF-LLL).

The SF-424 requests applicants provide information on "Estimated Funds" (box 18). This budget must list the amount and percent of both the total Federal funding requested and any additional non-Federal funds, if any, that will be used to pay for the project. If the SS4A Federal funding amounts requested differ between forms and/or other application materials, the amount in the SF-424 will be used to determine funding. Funding requests must be in whole numbers (no cents). For the SF-424A form, Section D and Section E are optional as described in the SF-424A instructions.

Key Information Questions

The following questions are asked in the SS4A application on Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2026_planning_demo/signup.

Table 2: Example Planning and Demonstration Application Key Information Table

Title	**Instructions**
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section F.2 for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1
Application Type (select one)	• Develop a new Action Plan; • Update/add to an existing local safety plan to meet the requirements of an SS4A Action Plan as described in Table 1 Action Plan Components; • Develop or update an Action Plan and conduct Demonstration or Supplemental Planning activities; or • Conduct Demonstration or Supplemental Planning activities only.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.

Title	Instructions
Project Goal/Description	A short description of the proposed activities and how they will address the safety problem(s) in the applicant's jurisdiction.
Total Applicant Jurisdiction Population	Source: 2020 U.S. Census data.
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2019-2023 data.
Total Average Annual Fatality Rate (per 100,000 population)	The fatality rate calculated using the 5-year annual average from the *total count of fatalities* based on FARS data from 2019-2023, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census population data.
Inclusion of Underserved Communities Census Tract(s)	Whether the jurisdiction(s) covered by this application are, or include, underserved communities.
Description of Supplemental Planning and Demonstration Activities (if relevant)	See Section D.5.i: Planning and Demonstration Grants
Total SS4A Funding Request	Must be a whole number (no cents).
Total SS4A Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Project Cost	Sum of Total Federal Funding Request and Total Local Share/Match.
Total Other Federal Funds Used	Must be a whole number (no cents). Other Federal funds may include funds directly received from a Federal agency or funds received through a pass-through agency (*e.g.*, State governmental agency) that originated as Federal funds.
Coordination	For applications that include Action Plan development or updates, the applicant agency must affirm that they will coordinate with any jurisdictions that geographically overlap with the applicant jurisdiction and have received SS4A funding to develop or update an Action Plan or have submitted an FY26 application requesting funds to develop or update an Action Plan.

Title	Instructions
	Proof of coordination (*e.g.*, letter, email) from ALL such geographically overlapping entities affirming they are aware of your application and the need for coordination to avoid duplication of efforts must be provided as an attachment to the application.

Narrative

The narrative should include a brief description of the proposed activities. The narrative should also respond to the Planning and Demonstration Grant **Safety Context** merit criteria described in Section G.1.i: Planning and Demonstration Grant Merit Criteria to affirm the proposal's alignment with SS4A safety considerations and address the criteria. The applicant does not need to address the Safety Impact or Underserved Communities merit criteria in the narrative; these are based on nationally available data.

Applicants requesting less than $100,000 in funding must explain how the scope of activities will be completed with the funding amount proposed.

Applicants requesting funding for demonstration activities to inform an Action Plan must provide a brief schedule showing when the activities will occur (*e.g.*, temporary materials installed, when the pilot would begin), and the start/end dates of the pilot. If anticipated to be a schedule constraint, applicants should include in the narrative any potential timeline implications of meeting administration requirements in Section I such as domestic preference and any required waivers, NEPA requirements, and any applicable permitting and approval timeframes.

Narrative Requirements:

- The narrative should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of one inch on all sides, and include page numbers.

- The narrative should be no longer than two pages if requesting less than $1,000,000 in Federal funds. If requesting $1,000,000 or more in Federal funds, the narrative must be no longer than three pages.

Self-Certification Eligibility Worksheet

If only applying for supplemental planning and/or demonstration activities that will inform the update of an existing Action Plan, applicants must either demonstrate that their existing plan is eligible by attaching a completed Self-Certification Eligibility Worksheet, or be in the process of developing or updating an SS4A-funded Action Plan from a previous grant round, as described in Section C.3.i.

If applying to develop a new Action Plan, applicants do not need to include the Self-Certification Eligibility Worksheet even if supplemental planning and/or demonstration activities are included.

Map

The applicant must submit a map in both PDF and spatial format (*e.g.*, Shapefile, .KML) that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. Applicants requesting funding for demonstration activities must include the locations of any proposed demonstration pilots if known.

Estimated Budget

Applicants are required to show how different funding sources will contribute to each activity and present the data in whole dollars in a table similar to Table 3: Planning and Demonstration Grant Supplemental Estimated Budget, below. A template is available at https://www.transportation.gov/grants/ss4a/planning-and-demo-grant-budget-template. The Planning and Demonstration Grant Supplemental Estimated Budget should summarize the

amount of funding going toward each of the three eligible activities for a Planning and Demonstration Grant as applicable (developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan). Funding sources should be grouped into four categories: SS4A funding request, SS4A non-Federal match, total SS4A project cost, and other Federal funds (if applicable), with specific amounts for each funding source. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. This table should be completed in a manner consistent with the Federal funding amount, non-Federal share, and total project cost in the SF-424 form.

Table 3: Planning and Demonstration Grant Supplemental Estimated Budget

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Itemized Estimated Costs to Develop or Update an Action Plan (if applicable)				
New or Updated Action Plan	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for New or Updated Action Plan	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of Supplemental Planning Activities (if applicable)				
Supplemental Planning Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning Activity #3	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00

Subtotal Budget for Supplemental Planning	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of Demonstration Activities (if applicable)				
Demonstration/Pilot Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Demonstration/Pilot Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for Demonstration Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Budget for Planning and Demonstration Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**

3. Implementation Grant Application Submissions

The application must include the application materials as described below. The necessary file formats for each application component will be displayed on the Valid Eval application portal.

Standard Forms

All applicants must submit the following Standard Forms:

- Application for Federal Assistance (SF-424),
- Budget Information for Construction Programs (SF-424C),
- Assurances for Construction Programs (SF-424D), and

- Disclosure of Lobbying Activities (SF-LLL).

The SF-424 requests applicants provide information on "Estimated Funds" (box 18). This budget must list the amount and percent of both the total Federal funding requested and any additional non-Federal funds, if any, that will be used to pay for the project. If the SS4A Federal funding amounts requested differ between forms and/or other application materials, the amount in the SF-424 will be used to determine funding. Funding requests must be in whole numbers (no cents).

Key Information Questions

The following questions are asked in the SS4A application on Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2026_implementation/signup.

Table 4: Example Implementation Grant Application Key Information Table

Title	**Instructions**
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section F.2 for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Project Goal/Description	A short description of the proposed activities and how they will address the safety problem(s) in the applicant's jurisdiction.
Primary Project Purpose (select one)	• Infrastructure Strategies: Build physical transportation improvements; goal is to create safer facilities (*e.g.*, constructing roundabouts, sidewalks, and traffic calming measures) • Behavioral Strategies: Focus on altering road user behavior and/or reinforcing roadway habits for all users (*e.g.*, performing High Visibility Enforcement or safety outreach campaigns) • Operational or Technology Strategies: Focus on enhancing the safety and efficacy of existing transportation infrastructure

Title	Instructions
	(*e.g.*, updating signal phasing to protect turning movements or address conflict points at intersections) • Public Safety Infrastructure Strategies: Focus on programs or technologies used by public safety agencies (*e.g.*, field blood distribution or improved emergency communications) to prevent, respond to, and/or reduce the severity of roadway crashes.
Total Applicant Jurisdiction Population	Source: 2020 U.S. Census data.
Total Count Motor Vehicle-Involved Roadway Fatalities in the Applicant Jurisdiction that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2019-2023 data.
Total Average Annual Fatality Rate (per 100,000 population) for the Applicant Jurisdiction	The fatality rate calculated using the 5-year annual average from the *total count of fatalities* based on FARS data from 2019-2023, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census population data.
Inclusion of Underserved Communities in Jurisdiction(s)	Whether the jurisdiction(s) covered by this application are or include underserved communities.
Inclusion of Underserved Communities in Project Area(s)	Whether the project area(s) covered by this application are or include underserved communities.
Project Area Fatalities	Count of fatalities in the project area(s). May use source other than FARS, provided the data source is included in the application. 2019-2023 data is recommended, but applicants may use the most recent five-year data available.
Project Area Serious Injuries OR Project Area Injuries Severity Unknown	Count of serious injuries in the project area(s). Applicants without reliable serious injury data may use suspected serious injury figures. The data source must be included in the application. 2019-2023 data is recommended, but applicants may use the most recent five-year data available.

Title	Instructions
Applicant roadway safety responsibility (may select multiple)	• Ownership and/or maintenance responsibilities over a roadway network; • Safety responsibilities that affect roadways; • Have an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction
Does your project include Supplemental Planning and/or Demonstration activities?	See Section D.5.i
Would you consider accepting funding for only Supplemental Planning and/or Demonstration activities?	Yes, no, n/a.
Total SS4A Federal Funds Requested	Must be a whole number (no cents).
Total SS4A Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Project Cost	Sum of Total SS4A Federal Funding Request and Total SS4A Non-Federal Share/Match.
Total Other Federal Funds Used (if applicable)	Must be a whole number (no cents). Other federal funds may include funds directly received from a federal agency or funds received through a pass-through agency (e.g., State governmental agency) that originated as federal funds.
SS4A Funding Request for Supplemental Planning and/or Demonstration Activities (A)	Must be consistent with Implementation Grant Supplemental Budget
SS4A Funding Request for Planning, Design, and Development Activities for Projects/Strategies (B)	Must be consistent with Implementation Grant Supplemental Budget
SS4A Funding Request for Carrying Out Projects and Strategies (C)	Must be consistent with Implementation Grant Supplemental Budget
Existing Comprehensive Safety Action Plan (or equivalent)	Link to or attachment

Narrative

In narrative form, the applicant must respond to the Implementation Grant merit criteria described in Section G.1.ii to affirm its alignment with SS4A safety considerations and to address the criteria.

a) Narrative Requirements

- The narrative should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of one inch on all sides, and include page numbers.
- The narrative may not exceed 12 pages in length, excluding cover page and the table of contents.
- Implementation Grant applications that include supplemental planning and demonstration activities may submit up to two additional pages – 14 pages total – if they are focused solely on responding to the Supplemental Planning and Demonstration Activities merit criterion (see Section G.1.ii).
- The following application elements do not count toward the page limit:
    - Self-Certification Eligibility Worksheet
    - Budget
    - Appendices, which may include additional maps and documents supporting assertions or conclusions made in the narrative.
- If possible, website links to supporting documentation should be provided rather than copies of these supporting materials.
- If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document.

- Letters of support are encouraged, especially from relevant stakeholders and Public Safety Agencies and associated Labor Unions representing First Responders. Letters of support should be submitted with the application as one consolidated set in one supporting attachment on Valid Eval.

b) Recommended Narrative Outline

Applicants are not required to follow a specific narrative format, but the structure should clearly identify the narrative portions associated with each merit criterion. DOT recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information.

Overview	See below
Location	See below
Response to Merit Criteria	See Section G.1
Project Readiness	See Section G.1.ii

1. Overview

This section should provide an introduction and describe the proposed activities, safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

2. Location

This section of the application should describe the jurisdiction's location, the jurisdiction's high-injury network or equivalent geospatial identification (*i.e.*, geographic or locational data using maps) of higher risk locations, and potential locations (*e.g.*, corridors or intersections) of the projects and strategies they plan to implement based on their Action Plan.

Note that the applicant is not required to provide exact locations for each project or strategy if they are not yet defined. In this case, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

3. Response to Merit Criteria

This section should respond to the criteria for evaluation and selection in Section G.1 of this notice and include a compelling narrative to highlight how the application aligns with four required merit criteria: #1 Safety Need; #2 Safety Impact; #3 Implementation Costs; and #4 Engagement and Collaboration. If the application is bundling supplemental planning and/or demonstration activities, it also must include narrative responding to criterion #5 Supplemental Planning and Demonstration Activities.

4. Project Readiness

The applicant must provide information to demonstrate the applicant's ability to complete the full scope of work in the application proposal within five years of when the grant agreement is executed, with a particular focus on environmental permitting, design, and construction, as well as right of way acquisition, and utility relocation, if applicable. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include State and local planning approvals; start and completion of the NEPA process and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; utility

relocation; approval of plans, specifications, and estimates; procurement; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts and possible mitigation for those impacts. When a project will result in impacts, an award recipient must take steps to engage the public. At a minimum, the project readiness narrative and detailed project activity schedule must include the applicability and disposition of: NEPA and Federal environment reviews and approvals; utility relocation; and right-of-way acquisition. For additional guidance and resources, visit https://www.transportation.gov/grants/SS4A.

Self-Certification Eligibility Worksheet

Submit a completed Self-Certification Eligibility Worksheet demonstrating that the jurisdiction has an Action Plan that meets the requirements described in Table 1: Action Plan Components.

Map

The applicant must submit a map in both PDF and spatial format (*e.g.*, Shapefile, .KML) that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. The map should show the jurisdiction's high-injury network and potential locations of the projects and strategies.

Estimated Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to submit an Implementation Grant Supplemental Estimated Budget that provides an overview of estimated activity costs, organized by all major cost elements. The budget should provide itemized estimates of the costs by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem and provide a breakdown of the major individual components that contribute to each of the line items. This information

should include capital costs for infrastructure safety improvements and/or costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity elements: (A) supplemental planning and demonstration activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan. See Section C.3 for more information on eligible activities.

Implementation Grant Supplemental Estimated Budgets should show how different funding sources will contribute to each activity and present the data in whole dollars. A template for the supplemental budget is available at https://www.transportation.gov/grants/ss4a/implementation-grant-budget-template. Funding sources should be grouped into four categories: SS4A funding request, SS4A non-Federal match, total SS4A project cost, and other Federal funds (if applicable), with specific amounts for each funding source. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. This table should be completed in a manner consistent with the Federal funding amount, non-Federal share, and total project cost in the SF-424 form. This table should be completed in a manner consistent with the SF-424 in terms of total project cost, SS4A Federal share, and SS4A cost sharing/match.

Table 5: Implementation Grant Supplemental Estimated Budget

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Itemized Estimated Costs of the (A) Supplemental Action Plan Activities (if applicable)				
Supplemental Planning or Demonstration Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning or Demonstration Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (A) Supplemental Action Plan Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (B) Planning, Design, and Development Activities				
Planning, Design, and Development - Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Planning, Design, and Development - Location or Project #2	$0.00	$0.00	$0.00	$0.00

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (B) Conducting Planning, Design, and Development Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (C) Proposed Projects and Strategies				
Implementation - Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Implementation - Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (C) Carrying Out Projects and Strategies	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Budget for Activities (A), (B), and (C)	**$0.00**	**$0.00**	**$0.00**	**$0.00**

F. Submission Requirements and Deadlines

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov under opportunity number DOT-SS4A-FY26-01. Potential applicants may also request paper copies of materials at:

Email: SS4A@dot.gov

Phone: 202-948-3466 (Telecommunication Relay Service: 7-1-1)

Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-237
Washington, DC 20590

2. Unique Entity Identifier and the System for Award Management (SAM)

Each applicant is required to:

a. Be registered in SAM (https://sam.gov/content/home) before submitting its application;
b. Provide an active unique entity identifier in its application; and
c. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully

complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

3. Submission Instructions

Applicants must submit their applications electronically via Valid Eval at: https://usg.valideval.com/teams/usdot_ss4a_2026_planning_demo/signup for Planning and Demonstration Grant applicants https://usg.valideval.com/teams/usdot_ss4a_2026_implementation/signup for Implementation Grant applicants

For technical assistance with Valid Eval, applicants should contact Valid Eval at support@valideval.com.

4. Submission Dates and Times

This NOFO has a single application deadline for both Planning and Demonstration and Implementation Grant applicants. All applications must be submitted by 5:00 PM (EDT) on Tuesday, May 26, 2026. Applications cannot be submitted to Valid Eval after the deadline. Late applications will not be considered unless there is a technical issue directly caused by the online proposal submission system (Valid Eval), and the applicant contacts Valid Eval at support@valideval.com describing the technical issue no later than 1:00 PM (EDT) on Tuesday, May 26, 2026.

Pre-application submissions to review an applicant's Self-Certification Eligibility Worksheet must be received via email at or before 5:00 PM (EDT) on April 24, 2026.

5. Intergovernmental Review

This program is not subject to intergovernmental review and applicants should select "c" on Box 19 of the SF-424 form.

G. Application Review Information

1. Merit Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. All complete applications from eligible applicants will be reviewed against the merit criteria. Planning and Demonstration Grants and Implementation Grants, respectively, each have their own set of application review and merit criteria.

i. Planning and Demonstration Grant Merit Criteria

For Planning and Demonstration Grants, DOT will use three merit criteria to evaluate proposals. DOT will evaluate each application narrative against merit criteria #1 Safety Context using the rubric table provided below. Individual ratings of **High, Medium, Low, or Non-Responsive** will be assigned to each Planning and Demonstration Grant component included in the proposal – developing a new Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan. Together, the individual component ratings will roll up into an overall rating for the Safety Context merit criterion.

DOT will also evaluate quantitative data in two criteria: #2 Safety Impact; and #3 Underserved Communities. The adequacy and reasonableness of costs will also be considered.

Merit Criterion #1: Safety Context Rubric Table

Merit Criteria	**Non-Responsive**	**Low**	**Medium**	**High**
New/Updated Action Plan	The project is not connected to an Action Plan; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the Action Plan scope of work to be performed; • A clear description of the roadway safety issues that necessitate Action Plan development; • A clear and detailed approach to developing an Action Plan that contains all required components as described in Table 1 of the NOFO, with a clear goal to engage with a variety of stakeholders to identify evidence-based, high-impact,	The project is expected to **moderately advance safety planning**, however **the narrative is missing** clear or detailed descriptions of **one** of the following components: • A clear description of the Action Plan scope of work to be performed; • A clear description of the roadway safety issues that necessitate Action Plan development; • A clear and detailed approach to developing an Action Plan that contains all required components as described in Table 1 of the NOFO, with a clear goal to engage with a variety of stakeholders to identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear and detailed description of the Action Plan scope of work to be performed; • A **very** clear and detailed description of the specific local roadway safety issues that necessitate Action Plan development; • A **very** clear and detailed approach to developing an Action Plan that contains all required components as described in Table 1 of the NOFO, with a clear goal to engage with a variety of stakeholders to identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.

Merit Criteria	Non-Responsive	Low	Medium	High
		low-cost, and innovative strategies for all road users.		
Supplemental Planning	The project is not connected to Supplemental Planning activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan and identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.	The project is expected to **moderately advance safety planning**, however **the narrative is missing** clear or detailed descriptions of **one** of the following components: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the Supplemental Planning scope of work to be performed; • A **very** clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A **very** clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.

Merit Criteria	Non-Responsive	Low	Medium	High
Demonstration Activities	The project is not connected to Demonstration Activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required	The project is expected to **moderately advance safety planning**, however the narrative **is missing one** of the following components: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact strategies for all road users;	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the scope of work for Demonstration Activities to be performed; • A **detailed** schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A **very** clear description of the roadway safety issues that necessitate the Demonstration Activities; • A **very** clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to identify evidence-based,

Merit Criteria	Non-Responsive	Low	Medium	High
		components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact strategies for all road users; • A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	• A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	high-impact strategies for all road users; • A **very** clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.

Merit Criterion #2: Safety Impact

DOT will assess the proposal's Safety Impact using two quantitative ratings that DOT will calculate based on materials provided in the Key Information Table, map, and nationally available data:

- The count of roadway fatalities from 2019-2023 data based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.[12]
- The fatality rate, which is calculated using a 5-year annual average from the total count of fatalities (based on FARS data or an alternative traffic crash dataset from 2019-2023) divided by the population of the applicant's jurisdiction based on 2020 population data from the U.S. Census. The rate should be normalized per 100,000 persons.[13]

Merit Criterion #3: Underserved Communities

DOT will assess the Underserved Communities merit criterion using one quantitative rating that DOT will calculate using the definition of Underserved Community in this NOFO and the mapped jurisdictions included in the application:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.[14]
- Population of a Census tract, either a tract that is an Underserved Community or not, must be based on 2020 U.S. Census data.

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[12] https://cdan.dot.gov/query

[13] https://www.transportation.gov/grants/ss4a/calculating-average-annual-fatality-rate-ss4a

[14] List of Areas of Persistent Poverty and Historically Disadvantaged Communities | US Department of Transportation

Selection Consideration: Budget Costs

DOT will assess the extent to which the budget and costs to perform the proposed activities are reasonable, necessary, and allocable based on 2 CFR § 200.404 and 405, and the extent to which the application delineates the breakdown of Federal funds requested between developing an Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan. DOT also will review whether costs are reasonable and adequate if the amount requested is under $100,000.

Selection Consideration: High Fatality Rates

To prioritize areas with the highest fatality rates, DOT may prioritize SS4A Planning and Demonstration Grant applications with a quantitative fatality rate of 17.5 fatalities per 100,000 persons or greater.[15]

Selection Consideration: No Prior SS4A Funding

DOT may prioritize SS4A Planning and Demonstration Grant applicants that have not received SS4A funding previously.

ii. Implementation Grant Merit Criteria

Implementation Grants have four required merit criteria: #1 Safety Need; #2 Safety Impact; #3 Implementation Costs, and #4 Engagement and Collaboration. An additional optional merit criterion #5 Supplemental Planning and Demonstration Activities is only required for Implementation Grant applicants requesting funds to conduct supplemental planning and/or carry out demonstration activities.

[15] The 90th percentile threshold value of 17.46 was derived from the 5-year average (2018-2022) fatality rate for all counties with a population of 50,000+, and all cities with a population of 5,000+

DOT will evaluate application narratives against each of the merit criteria using the rubric table provided below. Individual ratings of **High, Medium, Low, or Non-Responsive** will be assigned to each merit criteria. Together, the individual merit criterion ratings will roll up into an overall application rating of Highly Recommended, Recommended, Acceptable, or Not Recommended.

Two additional factors will be used in the selection process: Project Readiness and Award Considerations. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan.

Implementation Grant Merit Criteria Rubric Table

Merit Criteria	Non-Responsive	Low	Medium	High
Safety Need	The narrative **does not address a safety problem** OR Project **negatively affects safety**	The narrative is **missing two** of the components below, **and/or** contains **insufficient information** to assess the project's safety need: • The safety problem to be addressed is well-articulated and is clearly supported by strong **data and analysis**, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user; • The locations of crashes and/or crash risk associated with the specific safety problem are **clearly described and displayed on a High Injury Network or equivalent map**; • **Safety risk is summarized** from risk models, hazard analysis, the identification of high-risk roadway features, road safety	The narrative demonstrates the proposal is addressing an existing safety problem, however the narrative is **missing one of the following components**: • The safety problem to be addressed is well-articulated and is clearly supported by strong **data and analysis**, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user; • The locations of crashes and/or crash risk associated with the specific safety problem are **clearly described and displayed on a High Injury Network or equivalent map**; • **Safety risk is summarized** from risk models, hazard analysis, the identification of high-risk roadway features, road safety	The narrative demonstrates the proposal is addressing a **substantial and documented safety problem**. The narrative addresses **ALL of the following components**: • The safety problem to be addressed is well-articulated and is clearly supported by strong **data and analysis**, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user; • The locations of crashes and/or crash risk associated with the specific safety problem are **clearly described and displayed on a High Injury Network or equivalent map**; • **Safety risk is summarized** from risk models, hazard analysis, the identification of high-

Merit Criteria	Non-Responsive	Low	Medium	High
		audits/assessments, near miss data, and/or other proactive safety analyses.	audits/assessments, near miss data, and/or other proactive safety analyses.	risk roadway features, road safety audits/ assessments, near miss data, and/or other proactive safety analyses.
Safety Impact	The projects and strategies **do not address the safety problem** OR **Project negatively affects safety**	The proposed projects and strategies are missing **more than four of the components** below **and/or** the narrative contains **insufficient information** to assess the project's safety need: • Are **primarily on a High Injury Network** or **address high-risk roadway features** correlated with severe crash types; • **Significantly reduce or eliminate** roadway fatalities and serious injuries involving various road users; • **Use low-cost, high-impact strategies** and projects over a wide geographical area; • **Use evidence-based, FHWA Proven Safety Countermeasures and/or NHTSA's Countermeasures that Work**, and/or other documented highly effective safety	The proposed projects and strategies align with and address an identified safety problem, however **the projects and strategies are missing three or four** of the following components: • Are **primarily on a High Injury Network** or **address high-risk roadway features** correlated with severe crash types; • **Significantly reduce or eliminate** roadway fatalities and serious injuries involving various road users; • **Use low-cost, high-impact strategies** and projects over a wide geographical area; • **Use evidence-based, FHWA Proven Safety Countermeasures and/or NHTSA's Countermeasures that Work**, and/or other documented highly	The proposed projects and strategies align with and comprehensively address the safety problem and provide **significant, documented, and data-driven safety benefits**. The proposed projects and strategies meet **at least five** of the following components and are addressed in the narrative: • Are **primarily on a High Injury Network** or **address high-risk roadway features** correlated with severe crash types; • **Significantly reduce or eliminate** roadway fatalities and serious injuries involving various road users; • **Use low-cost, high-impact strategies** and projects over a wide geographical area; • **Use evidence-based, FHWA Proven Safety Countermeasures**

Merit Criteria	Non-Responsive	Low	Medium	High
		countermeasures to significantly improve existing roadways; • **Measure safety** through models, studies, reports, proven noteworthy practices, or Crash Modification Factors (CMF); • Will have safety benefits that **persist over time;** • Incorporate **technologies** that promote safety.	effective safety countermeasures to significantly improve existing roadways; • **Measure safety** through models, studies, reports, proven noteworthy practices, or Crash Modification Factors (CMF); • Will have safety benefits that **persist over time**; • Incorporate **technologies** that promote safety.	**and/or NHTSA's Countermeasures that Work**, and/or other documented highly effective safety countermeasures to significantly improve existing roadways; • **Measure safety** through models, studies, reports, proven noteworthy practices, or Crash Modification Factors (CMF); • Will have safety benefits that **persist over time;** • Incorporate **technologies** that promote safety.
Implementation Costs	Cost information and/or fatality and serious injury information are **not provided**.	The costs for the implementation of the projects and strategies are missing **more than one** of the components below and/or **insufficient information** is provided to assess the reasonableness of costs for implementation of projects and strategies. • Costs are clearly itemized and summarized in a logical manner;	The costs for the implementation of the projects and strategies are summarized in the **supplemental budget and narrative** and are reasonable based on the projects/strategies being proposed, but the application is **missing one** of the following components: • Costs are clearly itemized and summarized in a logical manner;	The costs for the implementation of the projects and strategies are summarized in the supplemental budget and narrative. The applications addresses **ALL of the following components**: • **Costs are clearly itemized** and **summarized in a logical manner in the supplemental budget and narrative**

Merit Criteria	Non-Responsive	Low	Medium	High
		• Costs are reasonable based on the projects/strategies being proposed; • The projects and strategies make effective use of Federal funds to address locations with high fatalities proportionate to the amount of funding requested.	• Costs are reasonable based on the projects/strategies being proposed; • The projects and strategies make effective use of Federal funds to address locations with high fatalities proportionate to the amount of funding requested.	• Costs are reasonable and necessary based on the projects/strategies being proposed; • The projects and strategies make effective use of Federal funds to address locations with high fatalities proportionate to the amount of funding requested.
Engagement and Collaboration	The narrative **does not address** the engagement and collaboration criterion or there is a demonstrated lack of support for the project	The narrative is **missing more than two** of the following components **and/or** contains **insufficient information** to assess the engagement and collaboration benefits: • Ensures investment in preventing roadway fatalities and serious injuries in underserved communities including rural communities; • Includes demographic analysis, both qualitative and quantitative, and stakeholder engagement as part of the project development and implementation process; • Includes or will include meaningful engagement with the public during all	General engagement is described that is not specific to the planning and implementation of the proposed projects/strategies. The narrative is **missing one or two** of the following components: • Ensures investment in preventing roadway fatalities and serious injuries in underserved communities including rural communities; • Includes demographic analysis, both qualitative and quantitative, and stakeholder engagement as part of the project development and implementation process; • Includes or will include meaningful engagement	The narrative clearly demonstrates plans to ensure investment in the safety needs of underserved communities, as well as engagement with a variety of public and private stakeholders. The narrative has clear and direct evidence of engagement and collaboration in relation to the implementation of the proposed projects and strategies. The narrative addresses **ALL of the following components**: • Ensures investment in preventing roadway fatalities and serious injuries in underserved communities including rural communities; • Includes demographic analysis, both qualitative

Merit Criteria	Non-Responsive	Low	Medium	High
		phases of the project such as planning, design, construction, and implementation; • Leverages partnerships within the applicant jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, or other relevant stakeholders to achieve safety benefits while avoiding negative consequences for the community.	with the public during all phases of the project such as planning, design, construction, and implementation; • Leverages partnerships within the applicant jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, or other relevant stakeholders to achieve safety benefits while avoiding negative consequences for the community.	and quantitative, and stakeholder engagement as part of the project development and implementation process; • Includes or will include meaningful engagement with the public during all phases of the project such as planning, design, construction, and implementation; • Leverages partnerships within the applicant jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, or other relevant stakeholders to achieve safety benefits while avoiding negative consequences for the community.

Merit Criterion #5: Supplemental Planning and Demonstration Activities

Merit Criteria	Non-Responsive	Low	Medium	High
Supplemental Planning	The project is not connected to Supplemental Planning activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan and identify evidence-based, high-impact, low-cost, and innovative strategies for all road users.	The project is expected to **moderately advance safety planning**, however **the narrative is missing** clear or detailed descriptions of **one** of the following components: • A clear description of the Supplemental Planning scope of work to be performed; • A clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the Supplemental Planning scope of work to be performed; • A **very** clear description of the roadway safety issues that necessitate the Supplemental Planning activities; • A **very** clear description of how the funded Supplemental Planning activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO.

Merit Criteria	Non-Responsive	Low	Medium	High
Demonstration Activities	The project is not connected to Demonstration Activities; the narrative indicates the proposal is expected to negatively affect roadway safety; or the narrative does not contain sufficient information.	The project is expected to make a **very limited advancement in safety planning**. The proposal is weakly tied to safety planning. The narrative **is missing two or more** of the components below, **and/or** contains **insufficient information** to assess the project's impact: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required	The project is expected to **moderately advance safety planning**, however the narrative **is missing one** of the following components: • A clear description of the scope of work for the Demonstration Activities to be performed; • A schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A clear description of the roadway safety issues that necessitate the Demonstration Activities; • A clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact	The project is expected to **strongly advance safety planning**. The narrative includes **ALL of the following components**: • A **very** clear description of the scope of work for Demonstration Activities to be performed; • A **detailed** schedule showing when the Demonstration Activities will occur and the start/end dates of the work; • A **very** clear description of the roadway safety issues that necessitate the Demonstration Activities; • A **very** clear description of how the funded Demonstration Activities will inform an Action Plan that contains all required components as described in Table 1 of the NOFO, and help to

Merit Criteria	Non-Responsive	Low	Medium	High
		components as described in Table 1 of the NOFO, and help to identify evidence-based, high-impact strategies for all road users; • A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	strategies for all road users; • A clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.	identify evidence-based, high-impact strategies for all road users; • A **very** clear description of an approach to measuring the potential safety benefits of the Demonstration Activities through data collection and evaluation.

Selection Consideration: Project Readiness

DOT will review and consider Project Readiness in application selection. Project Readiness focuses on the extent to which the applicant will be able to complete the full scope of work in the Implementation Grant application within five years of when the grant agreement is executed. This includes information related to required design and construction standards, as well as environmental, permitting, and approval processes. DOT also will review and consider how soon the applicant expects to be able to execute a grant agreement based on the project's readiness. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements;
- Includes information on activity schedule, required permits and approvals, the NEPA class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status (if applicable), public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans, and risk and mitigation strategies, as appropriate; and
- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

2. Review and Selection Process

This section addresses the IIJA requirement to publish the methodology for evaluation in the NOFO, [16] including how applications advance through the evaluation process and the other considerations made during selection. DOT may utilize reviewers from within DOT or other

[16] *See* IIJA, Pub. L. 117-58, 135 Stat. 429, 816–17, § 24112(d)(4).

Federal agencies. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, Senior Review Team consideration and a final selection by the Secretary.

i. Eligibility Review

Teams of Department and contractor support staff will review all applications to determine eligibility based on the Eligibility Information in Section C. This process includes confirmation that the applicant is an eligible entity and has an active UEI. Applications will also be reviewed for completeness.

If DOT cannot confirm eligibility based on the above considerations, the applicant will be contacted and given an opportunity to provide clarifications and/or updated materials.

Eligible applications will be reviewed for merit based on the merit criteria in Section G.1.

The review teams will examine the locations of the applicants to identify if an applicant is requesting funds to develop an Action Plan in a geographic area that previously received SS4A funds to develop an Action Plan, as well as any potential overlap in geographic boundaries in funding requests for FY 2026. DOT will assess the extent to which the application to develop an Action Plan is duplicative of existing or proposed activities and reserves the right to advise applicants with duplicative funding requests to consolidate their efforts as one multijurisdictional group prior to receiving an award. DOT may decline to fund duplicative applications irrespective of their individual merits. Planning and Demonstration Grant Review and Selection Process

ii. Planning and Demonstration Grant Review and Selection Process

Overall Selection Process and Ratings

All eligible SS4A Planning and Demonstration Grant applications receive a Merit Criteria Review to see how well the project described in the application aligns with the Safety Context

merit criterion listed in Section G.1.i. DOT staff will evaluate the significance of the benefits and the extent to which the proposal is likely to achieve the benefits described in the application.

For Merit Criteria #1 Safety Context, each eligible Planning and Demonstration Grant application narrative will be reviewed for its merit based on the Safety Context merit criteria in Section G.1.i. Each application narrative will be reviewed and assessed, and then receive a rating of **Highly Recommended, Recommended, Acceptable, or Not Recommended**. Applications that do not address Merit Criteria #1 Safety Context are deemed "not qualified" and will not be considered for award.

For Merit Criteria #2 Safety Impact and #3 Underserved Communities, the review team will rate eligible applications numerically based on information provided in the application materials and nationally available data.

Safety Context Criterion Rating Methodology

Each Planning and Demonstration Grant application is reviewed to determine which eligible activities are included in the proposal – developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan.

Each component is assigned a rating of High, Medium, Low, or Non-Responsive, according to the rubric table in Section G.1.i. The individual ratings are tallied to calculate an overall merit rating of: **Highly Recommended, Recommended, Acceptable, or Not Recommended** based on the table below.

Safety Context Component Ratings (Update/New Action Plan, Supplemental Planning, Demonstration Activities)	Overall Criteria #1 Safety Context Rating	Justification
All "High"	Highly Recommended	Consistent excellence across all proposed activities.
Mixed "High" and "Medium"	Highly Recommended	The application shows strong merit; minor weaknesses in some activities do not outweigh primary goals. **If more than 1 element is rated "Medium", then the overall rating is "Recommended."**
"High" and "Low"	Recommended	A "Low" in any activity (like Demonstration Activities) suggests a lack of readiness that prevents a "High" overall rating. **If more than 1 element is rated "Low", then the overall rating is "Acceptable."**
All "Medium"	Recommended	Solid application that meets all basic requirements.
Two or more "Low"	Acceptable	A "Low" in more than one category demonstrates a lack of readiness/clarity about the project being proposed.
All "Low"	Acceptable	Insufficient information is provided.
Any "Not Responsive"	Not Recommended	Fails to meet the basic requirements of the NOFO.

iii. Implementation Grant Review and Selection Process

Overall Selection Process and Ratings

All eligible Implementation Grant applications receive a Merit Criteria Review to see how well the project described in the application aligns with the merit criteria listed in Section G.1.ii: #1 Safety Need; #2 Safety Impact; #3 Implementation Costs; and #4 Engagement and Collaboration. Based on the individual merit criterion ratings, DOT will assign an overall application rating of **Highly Recommended, Recommended, Acceptable, or Not Recommended** based on the evaluation team consensus discussion, and using the rubric table below. The merit criteria are weighted according to importance.

Implementation Grant applications that include supplemental planning or demonstration activities will also be reviewed for criterion #5 Supplemental Planning and Demonstration Activities, but it will not affect the overall Implementation Grant rating. Instead, DOT will use the information to determine whether the supplemental planning and/or demonstration activities should be funded as part of the overall project. DOT is more likely to fund, as part of an overall implementation project, supplemental planning and demonstration activities that rate well on criterion #5. Alternatively, DOT may award an Implementation Grant but exclude proposed supplemental planning or demonstration activities from the scope of the award if those activities were not rated well under criterion #5.

Implementation Grant Application Rating Methodology

Overall Merit Rating	Criteria Ratings
Highly Recommended	At least 3 of the 4 merit criteria ratings are "High". The Safety Impact rating must be "High." None of the merit criteria ratings are "Low" or "Non-Responsive"
Recommended	At least 2 of the 4 merit criteria ratings are "High" None of the merit criteria ratings are "Low" or "Non-Responsive"
Acceptable	Any combination of "High" and "Medium" not described above, and no more than 2 "Low" merit criteria ratings. None of the merit criteria ratings are "Non-Responsive." Safety Impact is not "Low."
Not Recommended	Ratings that do not fit the definitions of Highly Recommended, Recommended, or Acceptable.

Project Readiness Criterion Rating Methodology

All Implementation Grant applications will also receive a Project Readiness evaluation, as described below. The reviewers will use the application materials to assess the applicant's Project Readiness and will provide a rating of either "Likely" or "Unlikely" based on the table below.

Likely	Unlikely
Based on the information provided in the application and the proposed scope of the projects and strategies, it is likely the applicant can execute a grant agreement within 1 year and complete all projects and strategies within 5 years of grant agreement execution. Application provides information on NEPA status, utility relocation, right-of-way acquisition, and other project implementation requirements.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can execute a grant agreement within 1 year and complete all projects and strategies within 5 years of grant agreement execution. Application is missing information on NEPA status, and whether utility relocation and/or right-of-way acquisition is required.

iv. Senior Review Team Phase

The Senior Review Team (SRT), comprised of senior DOT officials, determines which highly rated Implementation Grant and Planning and Demonstration Grant applications will be advanced for selection by the Secretary. The SRT may consider the following when determining which applications to advance.

Favorable Considerations:

- Whether previous SS4A funding was awarded to the applicant to develop or update an Action Plan;
- Letters of support, especially from relevant stakeholders and Public Safety Agencies and associated Labor Unions representing First Responders;
- Higher percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in Census tracts designated as underserved communities as defined by this NOFO;[17]

[17] See the definition of Underserved Community in Section B, which includes U.S. Census tracts identified as Areas of Persistent Poverty.

- Applicants in a rural area;
- Geographic diversity of Implementation Grant award recipients;
- Principles from the DOT Order, Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities;
- Beautifying transportation infrastructure with context-appropriate design and/or child-friendly elements;
- At-grade highway rail crossing safety improvements (including railroad and rail transit);
- Truck Parking safety improvements with a clear roadway safety nexus;
- Applicants that best reflect the prioritization of reducing vagrancy as detailed in Executive Order 14321 "Ending Crime and Disorder on America's Streets."; and
- Whether an applicant has a Killed and Serious Injuries per $1 million in Federal funding rate that is high compared to other Highly Rated applications.

Less Favorable Considerations:

- Inclusion of infrastructure reducing level of service for vehicles or reducing access for emergency vehicles, delivery vehicles, and vehicles serving the disabled;
- Inclusion of automated traffic enforcement, except in work zones, school zones, or cameras affixed to school buses; and
- Inclusion of new dedicated bicycle lanes that reduce vehicular capacity or impair movements.

Among well-rated applications, the SRT may prioritize Planning and Demonstration Grant applicants and jurisdictions that have not received prior SS4A funding, as described in Section

G.1.i: Selection Consideration; the SRT may also prioritize Implementation Grant applicants and jurisdictions that did not receive an SS4A Implementation Grant in previous funding rounds.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards. The Secretary makes final selections of applications that best address program requirements and are most worthy of funding.

If insufficient merit-worthy applications for Planning and Demonstration Grants are received for DOT to award the full 30 percent of funding set aside for the planning and demonstration grants, the SRT may redirect any such surplus funding toward merit-worthy Implementation Grants.

FY 2026 SS4A applications advanced by the SRT to the Highly Rated List, but that are not awarded, are automatically designated as "Projects of Merit." Projects with this designation will be carried over into future potential SS4A rounds, subject to authorization and appropriations, and considered by the SRT for advancement to the Highly Rated List, along with other applications eligible for advancement to the Highly Rated List.

Planning and Demonstration Grant Senior Review Team Phase

Once every Planning and Demonstration Grant application has been reviewed based on the methodology above, all applications with a **Highly Recommended** or **Recommended** Safety Context rating will be included in a list of Applications for Consideration by the SRT. If the total funding request for Planning and Demonstration Grants exceeds the funding available, the SRT will consider quantitative merit criteria ratings for **#2 Safety Impact** and **#3 Underserved Communities** as well as applicants that meet the criteria for Award Considerations.

Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all "Highly Recommended" applications will be included in a list of Applications for Consideration by the Secretary. The SRT will review all "Highly Recommended" applications that received an "Unlikely" project readiness rating, and either remove those applicants from the Applications for Consideration or recommend a reduced scope to remove components that reduced the project's readiness, so that if awarded the applicant would be likely to execute a grant agreement within one year and complete the scope of work within five years of the grant agreement execution. The Secretary will consider the applications with a reduced scope due to the "Unlikely" project readiness rating in the same way as applications with a "Likely" rating.

In addition, to ensure the funding awards align to the extent practicable with the program goals, the SRT may review and call up "Recommended" applications for substantial safety benefits. SRT-identified "Recommended" applications with substantial safety benefits that would otherwise be added to the Applications for Consideration will also receive a SRT project readiness review similar to all "Highly Recommended" applications.

For applications that would not otherwise be included on the list of Applications for Consideration, the SRT may include applications with supplemental planning and demonstration activity funding that received a "High" or "Medium" rating for merit criterion #5 Supplemental Planning and Demonstration Activities. The SRT may recommend to the Secretary that DOT fund a reduced scope of only the supplemental planning and demonstration activities for these applications.

Risk Review

Pursuant to federal statute and regulation, DOT is required to review eligibility and financial integrity information for applicants, available in databases designated by the Office of Management and Budget (OMB), prior to making a Federal award.[18]

DOT is required to review the responsibility and qualification records available in the non-public segment of SAM prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. § 134, over the period of performance. An applicant can review and comment on any information in the responsibility/qualification records available in SAM.

When assessing risk, DOT will consider:

- ***Financial stability.*** The applicant's record of effectively managing financial risks, assets, and resources;
- ***Management systems and standards.*** Quality of management systems and ability to meet the management standards prescribed in this part;
- ***History of performance.*** The applicant's record of managing previous and current Federal awards, including compliance with reporting requirements and conformance to the terms and conditions of Federal awards, if applicable;
- ***Audit reports and findings.*** Reports and findings from audits performed under subpart F or the reports and findings of any other available audits, if applicable; and

[18] *See* Payment Integrity Information Act of 2019, Pub. L. 116-117, 134 Stat. 113; 31 U.S.C. § 3354 (the "Do Not Pay Initiative"); 41 U.S.C. § 2313; and 2 CFR § 200.206.

- ***Ability to effectively implement requirements.*** The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on recipients of Federal awards.

Before making decisions in the risk review required by § 200.206, DOT will consider any comments by the applicant, along with information available in the responsibility/qualification records in SAM.gov.

H. Federal Award Notices

The Secretary will announce awards no later than 270 days after issuing the NOFO. Following the evaluation outlined in Section G, the Secretary will announce awarded applications by posting a list of selected recipients at https://www.transportation.gov/grants/SS4A. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, DOT will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement unless the applicant notifies DOT of a changed contact via SS4A@dot.gov.

1. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2026 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement and may not be used as matching funds. If authorized by DOT in writing, Implementation Grant award recipients may incur pre-award costs for NEPA and design

activities, and these expenses may count toward match or cost share. Applicants who expect to request pre-award authority must clearly articulate such request in the application. DOT will determine whether such pre-award costs may be counted toward match or cost share on a case-by-case basis. All SS4A funds must be expended within five years after the grant agreement is executed.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis; and at DOT's discretion alternative funding arrangements may be established on a case-by-case basis.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with applicable executive orders and the regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the OMB. In complying with these requirements, recipients must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

I. Post-Award Requirements and Administration

1. Administrative and National Policy Requirements

i. Compliance with Federal Law and Policies

Except where prohibited by court order, the applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds.

ii. Federal Anti-Discrimination

Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, as a condition of grant award, each Recipient must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31, United States Code.

Except where prohibited by court order, pursuant to Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, as a condition of grant award, each Recipient must certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

iii. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR Part 21), the ADA, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community

Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321. Obligation of Federal funds for final design, right-of-way acquisition, utility relocation, and/or construction will not occur until NEPA approval is received. In these cases, the grant agreement will require a partial obligation of Federal funding until NEPA approval is obtained and a grant agreement amendment to obligate additional funding after NEPA approval is received and documented.

v. Domestic Preference Requirements

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects and demonstration activities are subject to the Build America, Buy America Act as clarified in OMB Memorandum M-24-02. [19] Projects under this notice are subject to the domestic preference requirement at section 70914 of the Build America, Buy America Act. DOT expects all recipients to comply with this requirement.

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[19] *See* IIJA, Pub. L. No. 117-58, Div. G, Title IX, Subtitle A, 135 Stat. 429, 1298, § 70914 (2021). For additional information and guidance on section 70914, see OMB-24-02, available at: https://www.whitehouse.gov/wp-content/uploads/2023/10/M-24-02-Buy-America-Implementation-Guidance-Update.pdf.

vi. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with a free and fair choice to join a union in project construction and in on-going operations and maintenance, and promote cost-effectiveness and open competition through union participation and the use of project labor agreements, registered apprenticeship programs, and other joint labor-management training programs.

vii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber threats, consistent with the National Security Memorandum (NSM-22) on Critical Infrastructure Security and Resilience, and the National Security Memorandum on Critical Infrastructure Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by DOT and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds.

viii. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200 as adopted by DOT at 2 CFR Part 1201. In addition, as permitted under the requirements described above,

applicable Federal laws, rules, and regulations of the relevant operating administration (*e.g.*, the Federal Highway Administration) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under DOT's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach to SS4A program grant administration to ensure compliance with all applicable laws and regulations. Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to assisting award recipients through the process of securing a grant agreement and delivering both Planning and Demonstration Grant activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

2. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities for award recipients include quarterly program performance reports using the Performance Progress Report (PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).[20]

[20] https://www.grants.gov/forms/post-award-reporting-forms.html

Budget and recipient performance information will be gathered on a quarterly basis in PPR. To fulfill the data collection requirements and in accordance with the DOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.[21,] Federally recognized Tribal governments receiving grants may request alternative data collection requirements during grant agreement formulation, as appropriate. Applicants are expected to account for data and performance reporting in their budget submission.

ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

All award recipients shall submit a final report not later than 120 days after the end of the period of performance. A link to submit this report electronically will be provided by the Operating Administration (FHWA, FTA, or NHTSA) administering your grant. The content of the final report includes:

- The costs of each eligible project and strategy carried out using the grant;
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities must also provide:

- Safety performance data, including total fatalities and serious injuries, and fatalities by road user category, and other outcomes and benefits in the project location(s);
- Information about project location(s).

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[21] https://doi.org/10.21949/1520559

Award recipients that develop, complete, or enhance an Action Plan must provide information to support that the Action Plan satisfies each of the required Action Plan components listed in Table 1: Action Plan Components.

Award recipients carrying out demonstration activities must also:

- Measure potential benefits through data collection and evaluative activities, and
- Report to DOT how the demonstration activities informed an Action Plan's list of projects and strategies and future implementation.

iii. General Reporting Requirement (Federal Share of SS4A Funds Over $500,000)

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in Section I.2.iv: "Proceedings About Which Recipients Must Report" of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No.110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. In addition, if applicable, funding recipients must be in compliance with the audit requirements in 2 CFR Part 200, Subpart F.

iv. Proceedings About Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- Is one of the following—
    - A criminal proceeding that resulted in a conviction;
    - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    - An administrative proceeding that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    - Any other criminal, civil, or administrative proceeding if—
        - It could have led to an outcome described in one of the three examples cited above;
        - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
        - The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- ***Reporting Procedures.*** Enter the required information in SAM for each proceeding described in paragraph (b) of this award term. Recipients do not need to submit the information a second time under grants and cooperative agreements that the recipient received if already provided the information in SAM because the recipient were required to do so under Federal procurement contracts that the recipient was awarded.

- ***Reporting Frequency.*** During any period of time when the recipient is subject to the general reporting requirement, the recipient must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that the recipient has not reported previously or affirm that there is no new information to report. If the recipient has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the recipient must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- ***Definitions.*** For purposes of this Notice—
    - Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
    - Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
    - Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

3. Program Evaluation

DOT intends to measure safety outcomes through a combination of grant agreement activities and data collections, including DOT data collections already underway and program evaluations separate from the individual grant agreements in accordance with Section D.4. Pursuant to 5 U.S.C. § 311, Program Evaluation is "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Recipients and subrecipients are encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress. Allowable data and evaluation costs are specified in 2 CFR § 200.455(c). As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. Grant recipients must agree to: (1) make records available to the evaluation contractor or DOT agency staff; (2) facilitate and provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT agency staff.

J. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, DOT intends to publish a list of all applications received along with the names of the applicant organizations and a few relevant data fields from the application. DOT may share application information within DOT or with other Federal agencies if DOT determines the applicant could benefit from Federal technical assistance programs, or that sharing is relevant to the respective program's objectives.

2. Department Feedback on Applications

DOT strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 30 days after the selected funding recipients are publicly announced on https://www.transportation.gov/grants/SS4A.

3. Grant Application Resources

DOT will provide resources to help interested applicants understand the different DOT competitive grant programs through webinars, frequently asked questions, templates, and other materials provided on the SS4A program website https://www.transportation.gov/grants/SS4A. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT's competitive grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: Ordinance Updating Door-to-Door Solicitation

ITEM AND RECOMMENDED ACTION:
Staff requests that the City Council review the proposed ordinance replacing Post Falls Municipal Code Chapter 5.20 relating to commercial door-to-door solicitation and provide direction. The Ordinance would be brought back with any changes for final approval at a future meeting.

DISCUSSION:
The City currently regulates door-to-door solicitation under Chapter 5.20 of the Post Falls Municipal Code, which is attached for your reference. The current chapter requires a person soliciting door to door to register with the City, pay a registration fee, provide basic identifying and business information, and state whether they have been convicted of a crime or municipal code violation. However, the current code does not establish a background review process or objective standards for when a registration may be denied based on criminal history.

As a result, the City's current code does not provide clear criteria for addressing applicants with convictions that may pose heightened risks in a residential door-to-door setting. For example, a person with a recent conviction for burglary, fraud, identity theft, stalking, or other offenses involving entry onto property, deception, or violence could register to engage in door-to-door sales because the current code does not identify those convictions as disqualifying conditions.

The proposed ordinance repeals and replaces Chapter 5.20 with updated regulations focused on commercial door-to-door solicitation at residences. The ordinance would require each commercial solicitor to obtain an individual permit before engaging in solicitation. Each applicant would be required to submit identifying information, business affiliation, proposed solicitation dates and times, and a description of the goods or services to be offered. The applicant would also be required to complete a criminal history background report through the City's contracted background screening provider before the application is considered complete.

The proposed ordinance establishes objective standards for permit approval, denial, and revocation. These standards identify specific disqualifying conditions, including certain serious convictions at any time, specified felony convictions within the past ten years, specified misdemeanor convictions within the past five years, active warrants for felony or violent misdemeanor offenses, and materially false application information. The ordinance also provides that a permit may not be denied solely because of an arrest that did not result in a conviction or because of dismissed charges.

The proposed ordinance also updates the City's operating standards for commercial solicitation. Commercial door-to-door solicitation would be allowed only between 9:00 a.m. and sunset. Solicitors would be prohibited from entering property posted with "No Solicitors," "No Trespassing," or similar language, continuing solicitation after being asked to leave, using fraud or misrepresentation, representing that the City endorses the solicitor or the goods or services, or obstructing access to a residence.

The ordinance is limited to commercial solicitation. It does not apply to political campaigning, religious proselytizing, distribution of noncommercial literature, nonprofit fundraising, school-sponsored youth fundraising, or other noncommercial expressive activity. These exemptions are intended to preserve constitutionally protected activity while allowing the City to regulate commercial transactions that involve unsolicited contact at residences.

Because this is the Council's first review of the proposed ordinance, staff is not requesting final adoption at this meeting. Staff requests that the City Council review the proposed ordinance and provide direction on any changes before the ordinance is returned for final consideration at a future meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
This item has not been previously reviewed by the City Council.

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The proposed ordinance does require staff time to process applications, coordinate background reviews, issue permits, and respond to appeals or enforcement issues. However, we will be moving the application process online through the City’s business licensing portal, which is expected to improve efficiency for applicants and City staff. The ordinance provides that the administrative application fee will be established by resolution. No direct budget impact is anticipated at this time.

BUDGET CODE:
N/A

ATTACHMENTS:
1. D2D Presentation
2. Draft ORD Door 2 Door
3. Existing Code 5.20 Door 2 Door

Door-to-Door Solicitation Ordinance

Field Herrington

City Attorney

May 19, 2026

City Council Meeting

CITY OF POST FALLS

Ordinance Update

- First review of proposed update to PFMC Chapter 5.20
- Focused on commercial residential solicitation
- Consideration requested, final adoption would return at next meeting.

Why Update the Code?

- Current code requires registration
- No background review process
- No objective denial standards
- Limited tools for higher-risk applicants

Policy Objective

- Protect the resident's safety, privacy, and property
- Improve accountability for commercial solicitors
- Support law enforcement response to complaints
- Preserve constitutionally protected activities

What Changes?

- Repeals and Replaces PFMC Chapter 5.20
- Requires individual solicitor permits
- Utilizes an online application process
- Requires background check
- Permits issue for 180 days

Application Requirements

- Legal name, DOB, address, email
- Government-issued photo ID
- Business affiliation
- Goods or services offered
- Proposed dates/times
- Criminal conviction disclosure
- Background report

Review Standards

- Permit issued within 10 business days after complete application
- Denial based on listed criteria
- Written notice required if denied
- Arrests without convictions are not enough to deny
- Dismissed charges are not enough to deny

Disqualifying Conditions

- Certain serious convictions at any time
- Certain felony convictions within 10 years
- Certain misdemeanor convictions within 5 years
- Active felony or violent misdemeanor warrants
- Materially false application information

Solicitation Rules

- Allowed only from 9:00 a.m. to sunset
- Must honor “No Solicitors” and “No Trespassing” signs
- Must leave when asked
- No fraud or misrepresentation
- No claim of City endorsement
- No blocking access to residence

Questions?

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT OF POST FALLS MUNICIPAL CODE BY REPEALING AND REPLACING CHAPTER 5.20 TO ESTABLISH REGULATIONS FOR COMMERCIAL DOOR-TO-DOOR SOLICITATION; PROVIDING FOR PERMIT PROCESSING; PROVIDING APPLICATION REQUIREMENTS, HOURS OF SOLICITATION, AND CONDUCT STANDARDS; PROVIDING EXEMPTIONS FOR NONCOMMERCIAL AND CONSTITIONLLY PROTECTED ACTIVITIES; PROVIDING FOR APPEALS AND PENALTIES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE WILL 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

WHEREAS, the City of Post Falls has a responsibility to protect the safety, privacy, and property of residents within the City; and

WHEREAS, commercial door-to-door solicitation involves individuals approaching private residences and requesting entry onto residential property for the purpose of selling goods or services; and

WHEREAS, such activity presents increased risks of fraud, burglary, identity theft, and other crimes against persons and property when individuals engage in commercial solicitation without accountability or identification; and

WHEREAS, the City Council finds that requiring commercial solicitors to obtain a permit, provide identifying information, and undergo a background review promotes public safety and assists law enforcement in responding to complaints and investigating criminal activity; and

WHEREAS, the City Council finds that establishing a clear and objective permitting system will improve transparency, accountability, and enforcement while protecting the rights of residents and businesses.

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WHEREAS, the City Council finds that requiring permitted solicitors to display identification and follow reasonable hours and conduct standards provides residents with notice and protection when commercial solicitation occurs in residential neighborhoods; and

WHEREAS, the City Council recognizes that the United States Constitution and the Idaho Constitution protect political, religious, and other noncommercial speech, and therefore this ordinance is narrowly tailored to regulate only commercial transactions and preserve constitutionally protected activities; and

WHEREAS, after the recommendation of the Police Department and the Legal Services Department, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Chapter 5.20 is repealed, and a new Chapter 5.20 is adopted as follows:

Chapter 5.20 Door to Door Solicitation

5.20.010 Purpose and Intent.

The City Council finds that *Commercial Door-to-Door Solicitation* presents heightened risks of fraud, burglary, and crimes against persons because it involves unsolicited entry onto residential property. The purpose of this chapter is to protect residents through reasonable regulation of commercial activity while respecting constitutional protections for noncommercial speech. This chapter regulates commercial transactions only and will not be interpreted to regulate protected First Amendment activity.

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5.20.020 Definitions.

Commercial Door-To-Door Solicitation means any unsolicited in-person contact at a *Residence* for the purpose of selling goods or services, taking orders, or proposing a commercial transaction.

Solicitor means any individual who engages in *Commercial Door-to-Door Solicitation*.

Residence means any dwelling unit used for habitation.

This chapter does not apply to political campaigning, religious proselytizing, distribution of noncommercial literature, or other noncommercial expressive activity.

5.20.030 Individual Permit Required.

A. No individual will engage in *Commercial Door-to-Door Solicitation* without first obtaining a *Solicitor* permit issued by the City.
B. A separate permit is required for each individual *Solicitor*.
C. Company registration does not substitute for an individual permit.

5.20.040 Application.

Applications must be submitted through the City's designated permitting platform to be routed to the appropriate departments. Each applicant must provide:

A. Legal name, date of birth, and current address;
B. A valid email address;
C. Valid government-issued photo identification;
D. Employer or business affiliation, if any;
E. Description of goods or services to be offered;
F. Proposed dates and times of solicitation activity;
G. Disclosure of criminal convictions within the past ten (10) years;
H. Obtain a criminal history background report through the City's contracted background screening provider.

After an application is submitted, the applicant will receive an electronic request from the City's contracted background screening provider to provide separate payment and the information necessary to process the criminal history background report. The applicant must timely complete and submit the requested information directly to the background screening provider.

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An application will not be considered complete until the applicant has submitted all required information to the background screening provider and the City has received the completed background report from the provider. The time period for review and issuance of a permit under this chapter will not begin until the application is deemed complete.

The application fee for administrative processing will be established by resolution.

5.20.050 Background Review and Issuance.

Upon receipt of a complete application, the Chief of Police or their designee must issue the permit within ten (10) business days unless a disqualifying condition listed in Section 5.20.060 is present. Approval or denial will be based solely on the objective criteria set forth in this chapter. If denied, the applicant will receive written notice identifying the specific disqualifying condition.

5.20.060 Disqualification Standards.

A permit will be denied or revoked if the applicant has:

A. Been convicted at any time of:
    1. Murder or voluntary manslaughter;
    2. Rape, sexual abuse of a minor, or any felony sexual offense requiring registration under Idaho law;
    3. Kidnapping.
B. Has been convicted within the last ten (10) years of:
    1. Burglary;
    2. Robbery;
    3. Felony theft;
    4. Fraud, including schemes to defraud or obtaining money by false pretenses;
    5. Identity theft;
    6. Felony domestic violence;
    7. Video Voyeurism;
    8. Stalking.
C. Has been convicted within the last five (5) years of
    1. Misdemeanor theft:
    2. Misdemeanor fraud;

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3. Residential trespass;
4. Unlawful entry;
5. Domestic violence;
6. Or any other misdemeanor offense involving violence against another person.

D. Has an active arrest warrant for a felony or violent misdemeanor offense.
E. Has provided materially false information in the application.

A permit will not be denied solely on the basis of an arrest that did not result in a conviction or of dismissed charges.

5.20.070 Term and Renewal.

A permit will be valid for one hundred and eighty (180) days. Renewal requires submitting an updated application and paying any established fees.

5.20.080 Permit Issuance.

Upon issuance, the City will provide a printable Permit displaying the *Solicitor*'s name, permit number, affiliated business, and expiration date. The *Solicitor* must have the permit available while engaged in solicitation and provide it upon request.

5.20.090 Hours and Conduct Standards.

Commercial Door-to-Door Solicitation is allowed only between the hours of 9:00 a.m. and sunset. A *Solicitor* must not:

A. Enter property displaying a sign stating "No Solicitors," "No Trespassing," or similar language;
B. Continue solicitation after being asked to leave;
C. Use fraud, deception, or misrepresentation;
D. Represent that the City endorses the *Solicitor* or the goods or services;
E. Obstruct ingress or egress to a *Residence*.

5.20.110 Exemptions.

No permit is required for:

A. Political campaigning;
B. Religious proselytizing;

C. Distribution of noncommercial literature;

D. School-sponsored youth fundraising;

E. Nonprofit fundraising.

Noncommercial activity remains subject to generally applicable laws.

5.20.120 Appeals.

An applicant may appeal a denial or revocation to the City Clerk's office within five (5) business days of the date of the written notice of denial or revocation. The City Clerk or their designee, in consultation with City Administration, the Police Department, and the Legal Services Department as needed, will review the appeal based on the application record and the objective criteria set forth in this chapter. The City Clerk or designee will issue a written decision affirming or reversing the denial or revocation within ten (10) business days of receipt of the appeal. The decision of the City Clerk or their designee will constitute the final decision of the City.

5.20.130 Violation.

Any Person in violation of this chapter will be guilty of a misdemeanor and, upon conviction thereof, will be punished as provided in title 1, chapter 1.24 of this Code.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this Ordinance nor the repeal of any ordinance will, in any manner, affect the prosecution for violation of such ordinance committed before the effective date of this Ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action previously taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The city clerk will cause the Post Falls Municipal Code to be amended as provided by this Ordinance and may renumber, re-letter, and rearrange the codified parts of this Ordinance if necessary to facilitate the finding of the law.

SECTION 5. The city attorney may correct scrivener's errors in this Ordinance by filing a corrected copy with the city clerk.

SECTION 6. The provisions of this Ordinance are severable, and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability will not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the Ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, will be published once in the official newspaper of the City of Post Falls, and upon such publication will be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on May ___ 2026.

APPROVED, ADOPTED, and SIGNED this day of May, 2026.

_____
Randy Westlund, Mayor

ATTEST:

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_____

Shannon Howard, City Clerk

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SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT OF POST FALLS MUNICIPAL CODE BY REPEALING AND REPLACING CHAPTER 5.20 TO ESTABLISH REGULATIONS FOR COMMERCIAL DOOR-TO-DOOR SOLICITATION; PROVIDING FOR PERMIT PROCESSING; PROVIDING APPLICATION REQUIREMENTS, HOURS OF SOLICITATION, AND CONDUCT STANDARDS; PROVIDING EXEMPTIONS FOR NONCOMMERCIAL AND CONSTITIONLLY PROTECTED ACTIVITIES; PROVIDING FOR APPEALS AND PENALTIES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE WILL 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

The City of Post Falls, Kootenai County, Idaho, hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which establishes an individual permit requirement for persons engaging in commercial door-to-door solicitation within the City of Post Falls; provides application requirements including a criminal background review; establishes objective disqualification standards; requires identification badges for permitted solicitors; sets hours and conduct standards for solicitation activities; provides exemptions for political, religious, and other noncommercial speech; and provides for appeals, penalties, severability, and repeal of conflicting ordinances; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this ____ day of May, 2026.

_____/s/_____

Shannon Howard, City Clerk

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STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which establishes an individual permit requirement for persons engaging in commercial door-to-door solicitation within the City of Post Falls; provides application requirements including a criminal background review; establishes objective disqualification standards; requires identification badges for permitted solicitors; sets hours and conduct standards for solicitation activities; provides exemptions for political, religious, and other noncommercial speech; and provides for appeals, penalties, severability, and repeal of conflicting ordinances, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of May, 2026.

_____

Field K. Herrington, City Attorney

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Chapter 5.20 Door To Door Solicitation

5.20.010. Registration required.

It is unlawful for any *Person* to solicit door to door without first registering with the City of Post Falls, unless exempt by state or federal law. "Door to door solicitation" shall mean any unsolicited contact by a *Person* with any *Person* at a residence or dwelling in the City of Post Falls for the purpose of selling any product or service, or soliciting orders for any product or service.

(Ord. 1054 § 1, 2004)

5.20.020. Registration fee.

A registration fee in the amount set by the city council by resolution shall be tendered at the time of submitting a registration application.

(Ord. 1054 § 1, 2004)

5.20.030. Required information.

Persons registering with the city clerk shall present current and valid government issued photo identification and shall fill out a registration application to be provided by the city clerk, which shall give the following information:

A. Name and permanent home address of the applicant;

B. A brief description of the nature of the business and the goods or services to be sold or provided;

C. Name and address of the *Person's* employer, together with an explanation of the exact relationship between the *Person* and the employer;

D. Length of time for which the door to door solicitation will occur;

E. A statement as to whether or not the *Person* has been convicted of any crime or violation of any municipal ordinance, the nature of the offense and where the offense was committed.

(Ord. 1054 § 1, 2004)

5.20.040. Term.

A. A new registration shall be filed with the city clerk every one hundred eighty (180) days for solicitation of sales of the same product or service by the same *Person*.

B. A new registration shall be required when a *Person* who has previously registered within the last one hundred eighty (180) days desires to sell door to door any products or services not listed on the original registration application.

(Ord. 1054 § 1, 2004)

5.20.050. Nuisance prohibited.

A. No *Person*, registered or not, shall solicit business at any home or business when such location has clearly posted any sign indicating that solicitation or peddling is prohibited.

B. No *Person*, registered or not, shall continue with door to door solicitation at any home or business when requested to leave by the owner, authorized agent of the owner, or any other *Person* that resides or works on the premises.

(Ord. 1054 § 1, 2004)

5.20.060. False information prohibited.

Providing false information on a registration application shall be a violation of this chapter.

(Ord. 1054 § 1, 2004)

5.20.070. Exemptions.

The fee provisions of this chapter shall not apply to *Persons* qualifying as a nonprofit business, including charitable activities, within the meaning of section 503 of the United States internal revenue code. Possession of a certificate of such status from the internal revenue service shall be required to qualify for this exemption.

(Ord. 1054 § 1, 2004)

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 5/19/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Publishing Council Agendas

ITEM AND RECOMMENDED ACTION:
Staff will give a brief staff report about publishing the city council agenda earlier. This item if for information only. No action is required.

DISCUSSION:
Council President Malloy asked staff if it would be possible to publish the council agenda, along with the supporting documents on the Wednesday of the week before the city council meeting to allow council, and residents, more time to read the council packet. There are a number of steps involved in putting together a council agenda that make this difficult. However, staff believes that they can generally have the agenda published by close of business on Wednesday of the week before the meeting. Holidays, or special circumstances, may extend this to Thursday.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. 2026.05.14 Council Agenda Presentation
2. 2024.07.24 Council Agenda Submission & Quality Control Procedure

Council Agenda Preparation

May 19, 2026

Council Agenda Preparation

- Staff uses Civic Plus software to approve and publish agendas
- Staff has prepared drafting guides, sample memos, PowerPoints templates etc. to aide in preparing agenda items
  - Available to staff on the intranet
- Submission deadline is at 5:00 pm two Fridays before the Council meeting
  - Invoices and minutes are allowed until the Wednesday before Council

Council Agenda Preparation

- Admin. reviews draft agenda on Monday following deadline:
  - Adjust number of items on agenda to keep meetings manageable
  - Quality control of staff memo, attachments, presentations etc.
- Necessary edits made by departments on Tuesday
- Finance review on Wednesday:
  - Correct Budget Code and Fund
  - Availability of funds to support request
  - Identify any necessary updates to fee resolution/budget amendment/transfer

Council Agenda Preparation

- Legal review on Thursday:
  - Compliance with noticing requirements
  - Compliance with local/state/federal laws
  - Adequacy of documents such as contracts
- Draft agenda sent out for all departments to make final comments on Thursday afternoon
- Agenda published at noon on Friday

Council Agenda Preparation

- Council President Malloy asked if it would be possible to get the agenda out earlier to allow Council more time to review agenda
    - Agenda and supporting documents can be in the hundreds of pages
- Verdict: Difficult but generally doable

Council Agenda Preparation

- Don’t want to move the submission so staff will streamline review:
  - Admin review by noon on Monday
  - Edits on Monday afternoon
  - Finance and Legal review on Tuesday
  - Review of draft agenda (and minutes, invoices) Wednesday
  - Agenda published* at close of business on Wednesday

* Holidays/unusual circumstances may require publishing on Thursday

Council Agenda Preparation

- Generally, this will allow Council and the public 2 more days to review agendas
- Trade-off: Delaying some items that can’t be edited in a shorter window
- We think this is a win but may need to reassess if it becomes unmanageable

Questions?

City Council Agenda Submission Procedure

Goal:

Deliver high quality city council staff memos and PowerPoint presentations by reducing mistakes, ensuring all necessary information is contained in the memo, and ensuring that the memo is drafted in a concise manner that is understandable to an audience who is unfamiliar with city functions and processes. These procedures are intended to improve the ability of staff to "tell our story" to the city council as well as interested observers who may read the staff memo or watch presentations.

Process:

The staff member preparing the city council staff memo and/or PowerPoint presentation should have the memo and/or PowerPoint reviewed by another staff member before submitting the item for the council agenda. The reviewing staff member should evaluate the clarity, conciseness, readability, and completeness of the information contained in the memo/PowerPoint. Additionally, the submitting staff member should ensure that the legal department has reviewed the item and made any necessary changes prior to submitting the item for the council agenda. Legal descriptions should be reviewed for accuracy and approved by Community Development prior to submitting. Legal descriptions will not be reviewed during this process. The submitting staff member should obtain approval from their department head prior to submittal.

Except for accounts payable, minutes and the monthly cash and investments report, all final council staff memos and PowerPoint presentations must be submitted via the CivicClerk council portal no later than 5:00 pm on the Friday before the week prior to the council meeting (approximately 11 calendar days before the meeting). This will allow one work week for reviewers to evaluate and edit the council memo/PowerPoint before the agenda is posted at noon on the Friday before the council meeting. Minutes, accounts payable, and the monthly cash and investment report must be submitted via the CivicClerk portal no later than 5:00 pm on the Wednesday immediately prior to the council meeting.

On the Monday following the submittal deadline, The Deputy City Clerk, or the Deputy City Administrator if the Deputy Clerk is absent, will review the quality of the staff memo and PowerPoint to ensure that the memo and PowerPoint contains all the necessary information and to ensure that the staff memo/PowerPoint is clear and concise. The review also aims to focus the voice of the writer, rather than replace it. The review will include:

- Use of acronyms, jargon, abbreviations.
- Objectivity and consistency.
- Clarity of drafting.

Version 1.0 – August 29, 2024

- Completeness.
- Attachment of all (and only) necessary supporting documents.
- Clarity and organization of PowerPoint.
- Appropriateness and timing of the item for a Council agenda.

The memo/PowerPoint may be returned to the submitting staff member to make edits to improve the quality of the presentation. The edited memo/PowerPoint must be resubmitted and approved by 5:00 pm on Tuesday.

On Wednesday, the Finance Dept. will review and approve the submitted item before noon. Finance will review:

- Accuracy of budget code and fund name.
- Adequacy of funds to support the request.
- Identify any requirements for a change to the current or future budgets – for example, Fee Resolution updates or Budget Amendment/Transfers.
- All required grant documentation has been identified and filed if applicable.

Legal will review the item on Wednesday afternoon and work with the submitting staff member until noon on Thursday morning to make any final changes that may be necessary. Legal will review:

- Legal notice compliance.
- Compliance with city ordinances and policies.
- Compliance with state and federal law.
- Legal adequacy of attached documents such as contracts.
- Appropriate placement on agenda (in consultation with City Clerk).

The order of agenda items will be reviewed by the City Clerk to ensure a logical progression of the meeting.

The draft agenda will be sent out by the City Clerk for review Thursday afternoon and the final agenda, including the staff memos and PowerPoints, will be posted by noon on Friday.