



**CITY COUNCIL
MEETING AGENDA**

**June 16, 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. Legislative Changes Affecting Land Use Regulations

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**

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 – June 2, 2026 City Council Meeting

- b. Payables 06/03/2026 - 06/17/2026
- c. McKinley Meadows Off-site Improvements Construction Improvement Agreement
- d. Rosewater Place Subdivision Construction Improvement Agreement
- e. Klondike Crossing Subdivision Construction Improvement Agreement
- f. Legacy Riverbend Condos Final Plat Approval
- g. Permit Application for Post Falls Parade

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. User Fee Hearing
- b. Heaven View Annexation and Vacation (ANNX-25-9 & VAC-25-4)

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Ordinance Amending Door-to-Door Permit Issuance Requirements

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. Approve Fiscal Year 2025 ACFR

- b. Consent to Annexation Agreement for 200 S. Sequoia Court
- c. Agreement with Urban SDK for Traffic Data Acquisition

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Randy Westlund

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

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT**
WORKSHOP – 5:00 pm 2nd Floor Conference Room
MEETING DATE: 6/16/2026

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Seale, Community Development Director
SUBJECT: Legislative Changes Affecting Land Use Regulations

ITEM AND RECOMMENDED ACTION:

Staff will present the legislative effects of SB 1352, *Starter Home Subdivisions*, to Mayor and Council to discuss next steps to meet compliance.

DISCUSSION:

During the 2026 Legislative Session, bills were floated at the Capital aimed at reducing red tape, strengthening private property rights and increasing housing availability and affordability. SB 1352, *Starter Home Subdivisions*, was signed by the Governor and will take effect July 1, 2026. Cities must amend both their comprehensive plan and land use regulations by February 1, 2027, to comply.

Overview of the Workshop

- What does SB 1352 Starter Home Subdivisions require?
- Avenues for compliance
- Preferred approach
- Process for compliance
- Next Steps & Caveats

Key requirements of SB 1352, *Starter Home Subdivisions*:

- Must be allowed in all residential zoning districts
- Applies to all subdivisions of 4+ acres (essentially all subdivisions)
- Prohibits City from requiring:
 - Lot sizes greater than 1,500 SF
 - Front or rear yard setbacks greater than 15 feet
 - Side yard setbacks greater than 5 feet
 - Lots wider than 30 feet or deeper than 70 feet
 - Charging fees greater than standard subdivisions

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This will be the first time staff has brought this item before the council.

APPROVED OR DIRECTION GIVEN:

n/a

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

n/a

BUDGET CODE:

n/a

ATTACHMENTS:

1. PowerPoint SB1352 Starter Home Subdivisions

SB 1352

***Starter Home
Subdivisions***



Bob Seale, AICP
Community Development Director
June 16, 2026

Overview for Workshop

- What does SB 1352 *Starter Home Subdivisions* require?
- Avenues for compliance
- Preferred approach
- Process for compliance
- Next Steps & Caveats

Overview of SB 1352

Starter Home Subdivisions Overview:

- Law effective July 1, 2026
- Must amend Comp. Plan/Ordinances by Feb. 1 , 2027 to implement
 - Must begin hearing process to adopt by fall to meet timeline
- Intends to increase homeownership by enabling compact, affordable single-family neighborhoods
- Applies to cities over 10,000 population

“Each city governing board shall amend its comprehensive plan and land use regulations to allow starter home subdivisions in residential zoning districts.”

Key Components of SB 1352

Starter Home Subdivisions Key Requirements:

- Must be allowed in all residential zoning districts
- Applies to all subdivisions of 4+ acres (essentially all subdivisions)
- Prohibits City from requiring:
 - Lot sizes greater than 1,500 SF
 - Front or rear yard setbacks greater than 15 feet
 - Side yard setbacks greater than 5 feet
 - Lots wider than 30 feet or deeper than 70 feet
 - Charging fees greater than standard subdivisions

Key Components of SB 1352

Starter Home Subdivisions Key Requirements:

- Preserves enforcement of building/fire/floodplain regulations
- Can limit approvals if infrastructure is inadequate to serve subdivision
- Allows flexibility to adopt other standards like:
 - Design standards
 - Open space
 - Others

Options for Compliance

Staff considered several approaches:

- Create new “R” Zone - rezone city to new zoning designation
- Modify all “R” Zones to meet lot size, setback etc. requirements
- Modify RM zone to implement requirements
 - Match requirements and add performance/location/design standards
 - Other existing residential zones (R-1-S, R-1, R-2, R-3) become legacy zones
 - All new residential zone requests will be RM

Considerations

Staff evaluated:

- Protecting established neighborhoods
- Reducing red tape/regulations to extent possible
- Allow “by-right” development in preferred locations
- Ability to make changes by February
- Ease of implementation and understanding for staff and public – KISS principle
- Long range potential for efficiencies/cost savings
- “Future Proofing” regulations - more changes likely coming
- Retaining Cottage/Tiny Home infill options in some form

Preferred Approach

Modify RM zone to implement requirements:

- Easiest to complete by February
 - Still a big lift for assigned staff team
- Simplest code structure and reduces regulations & confusion
- Potentially facilitates by-right development in appropriate locations – reducing burdens on staff and development community
- Most likely to future proof code
- Best protects existing neighborhoods

RM Compliance to SB 1352

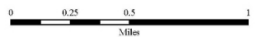
Standard	RM Zone	SB 1352	Action Needed
Minimum Site Size	4 acres	4 acres minimum	Remove Minimum
Minimum Lot Size	No minimum	≤ 1,500 sq. ft.	None
Front Setback	15 ft (20 ft garage)	≤ 15 ft	Review garage setback
Rear Setback	10 ft	≤ 15 ft	None
Side Setback	5 ft	≤ 5 ft	None
Lot Width	Not specified	≤ 30 ft	None
Lot Depth	Not specified	≤ 70 ft	None
Housing Type	Mixed housing types	Single-family detached allowed	None
Open Space	7% required	Allowed	None
Development Agreement	Required	Not addressed	Determine whether development agreement process should remain

**Footnote for legacy zones: “4+ acre subdivision follows RM standards”*

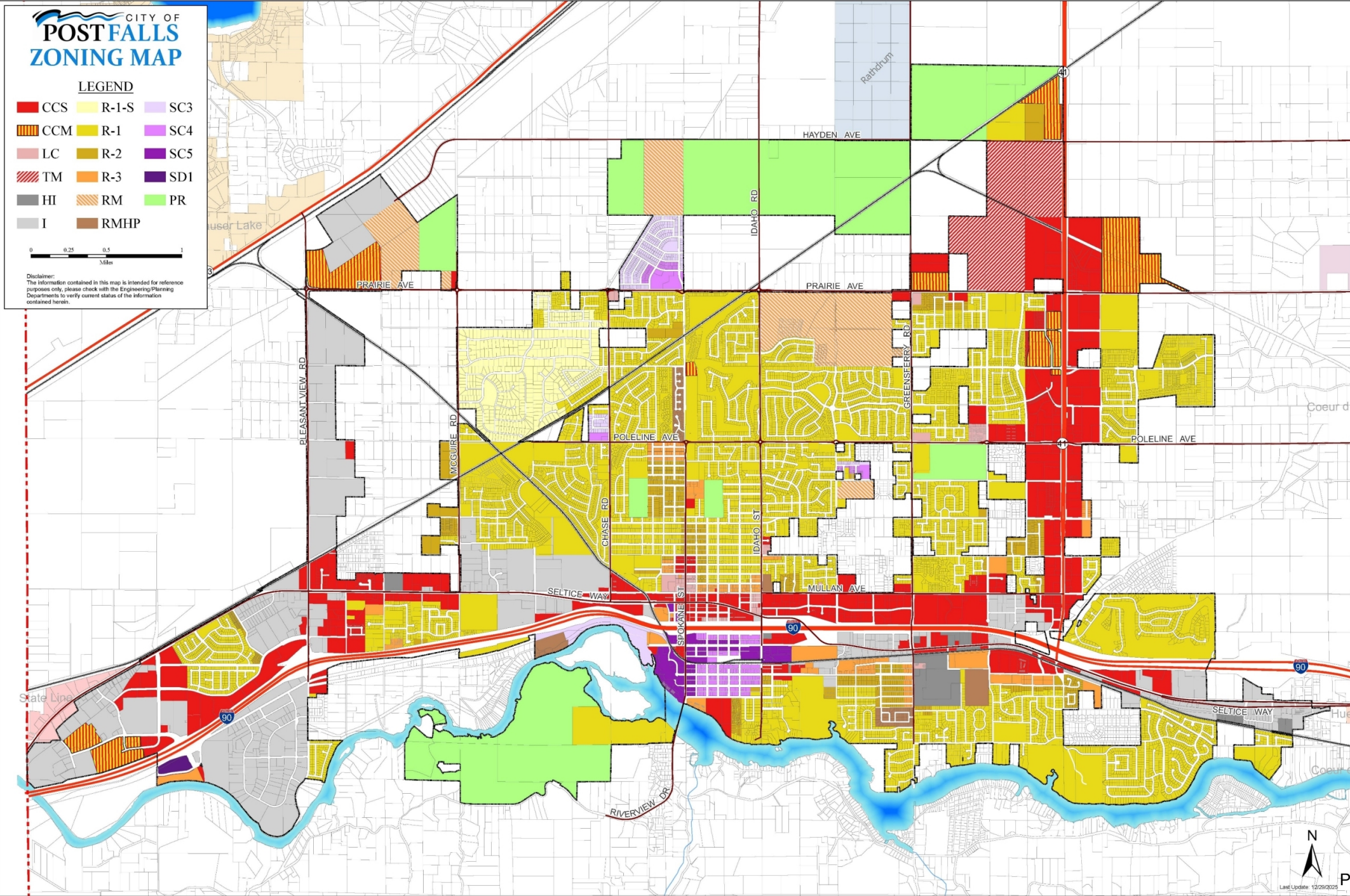
CITY OF POSTFALLS ZONING MAP

LEGEND

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



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



Potential Future Development Sites
Parcels Greater Than 4 Acres Zoned Residential

Legend:

- Preliminary Plat Applied For
- R-1
- R-2
- R-3

Map Labels:

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Next Steps and Caveats

- Revise Comp Plan through current update
- Revise Zoning Code:
 - Address legacy zones
 - Review/revise standards and design criteria
 - Revise RM Zoning code to implement SB 1352
 - Other changes – as necessary
- Public Process will apply to Comp Plan and Zoning code updates.
 - Public Hearings at both Planning and Zoning Commission and City Council
- Address additional items/changes discovered during drafting – additional workshops for direction as necessary

Questions & Discussion





**CITY COUNCIL
MEETING MINUTES**

**June 2, 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. Stormwater Utility

John Beacham, Public Works Director presented on the possibility of establishing a Stormwater Utility Enterprise Fund to fund maintenance of stormwater infrastructure in the city.

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

Malloy, Ziegler, Lucca, Steigleder: Present

Plew, Mosby: Excused

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

a. Appointment of Bill Carlson to the Parks, Recreation, and Urban Forestry Commission

Motion by Malloy to approve the appointment of Bill Carlson to the Parks, Recreation, and Urban Forestry Commission.

Second by Ziegler.

Vote: Steigleder-Aye, Lucca-Aye, Malloy-Aye, Ziegler-Aye

Motion Carried

b. Support Local Gems Day 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.

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Approval of City Council Minutes - April 21, 2026
- b. Approval of City Council Minutes - May 19th, 2026
- c. Payables 05/20/2026 - 06/03/2026
- d. March Cash and Investments Report
- e. Approval of U.S. Department of Justice Assistance Grant Application Certifications and Assurances
- f. North Place East 4th Addition Plat Approval
- g. Lucky Larry Estates Subdivision Construction Improvement Agreement
- h. Rosewater Place Master Development Agreement (SUBD-25-10)

Motion by Malloy to approve the Consent Calendar as presented.

Second by Ziegler.

Vote: Malloy-Aye, Steigleder-Aye, Lucca-Aye, Ziegler-Aye

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

a. Ordinance Updating Door-to-Door Solicitation

Field Herrington, City Attorney: The City Council previously reviewed the proposed Door-to-Door Solicitation Ordinance and directed staff to bring the ordinance back for adoption. The proposed ordinance repeals and replaces the existing Chapter 5.20 of the Post Fall Municipal Code. The current code required door-to-door solicitors to register with the City and provide basic information, including a statement about criminal convictions. However, the current code does not establish a background review process or clear standards for when a registration may be denied based on criminal history. This creates a gap where a person with certain convictions that may present a risk in a residential door-to-door setting could still register to engage in door-to-door sales. The proposed ordinance addresses this issue by requiring each commercial door-to-door solicitor to obtain an individual permit. Applicants must submit identifying information, business affiliation, proposed solicitation dates and times, and description of the goods or services to be offered. Applicants must also complete a criminal history background report through the City's contracted background screening provider before the application is considered complete. The ordinance establishes objective standards for permit approval, denial, and revocation. These standards include certain serious convictions, 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. A permit may not be denied solely because of an arrest that did not result in a conviction or because of dismissed charges. The ordinance also moves the application process to the City's designated permitting platform. This will allow applications to be submitted online through the business licensing portal, rather than requiring applicants to submit paper applications at the Police Department counter. This change is intended to streamline application intake, improve routing to the appropriate departments, and create a more efficient process for applicants and staff. At the prior meeting, the Council requested the issued permits be picked up at the Police Department. Staff addressed this by removing the word "printable" from the permit issuance section of the ordinance. This avoids codifying a specific administrative process while preserving flexibility for staff to require applicants to pick up issued permits at the Police Department front desk. As revised, the ordinance provides that the City will provide a 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. The ordinance also updates operating standards for commercial door-to-door solicitation. 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 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.

Motion by Malloy to place the Ordinance Updating Door-to-Door Solicitation on its first and only reading by title only while under suspension of the rules.

Second by Ziegler.

Vote: Lucca-Aye, Ziegler-Aye, Malloy-Aye, Steigleder-Aye

Motion Carried

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 CONSTITUTIONALLY 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.

Motion by Malloy to approve the Ordinance Updating Door-to-Door Solicitation and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Ziegler.

Vote: Ziegler-Aye, Malloy-aye, Steigleder-Aye, Lucca-Aye

Motion Carried

b. Ordinance Providing for Temporary Garbage Service

Chris Gabbert, Deputy City Attorney: The City currently regulates solid waste collection through franchise agreements. These agreements ensure consistent service, public health protection, and system reliability. However, recent changes in state law exclude certain temporary or project-specific waste collection activities. Based on Council discussion, the revised ordinance establishes a definition for "Temporary Project" as an activity lasting no more than two 30-day periods per parcel, in any calendar year. This modification provides some greater flexibility for property owners to utilize outside services for termor projects while still providing an enforceable mechanism for recognizing the city's interests in its current franchise agreement.

Lucca: The way the time frame is written now, I will not support this.

Motion by Malloy to place the Ordinance Providing for Temporary Garbage Service on its first and only reading by title only while under suspension of the rules.

Second by Ziegler

Vote: Malloy-Aye, Steigleder-Aye, Lucca-Nay, Ziegler-Aye

Motion Carried

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 CHAPTER 13.32 SOLID WASTE COLLECTION AND DISPOSAL BY ADDING A DEFINITION FOR TEMPORARY PROJECTS; PROVIDING FOR EXEMPTIONS FROM MUNICIPAL FRANCHISE REQUIREMENTS; PROVIDING THAT REMAINING

SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Motion by Malloy to approve the Ordinance Providing for Temporary Garbage Service and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Ziegler.

Vote: Steigleder-Aye, Lucca-Nay, Ziegler-Aye, Malloy-Aye

Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:

- a. 2026 Resolution adopting All Hazard Mitigation Plan

Chris Schneider, Staff Engineer: The Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan (AHMP) is a 5-year strategic framework designed to identify local hazards, analyst vulnerabilities, and outline actionable projects to minimize disaster risks and secure federal mitigation grant funding. The plan was officially updated by Kootenai County in February 2026 and spans from February 2026 through February 2031. This plan replaces the 2020 plan. Staff was involved in the development of the plan, along with other local jurisdictions, emergency service providers, school districts and health districts. The AHMP is composed of two volumes divided into sections that identify and assess both county-wide and municipal risks and proposed action plans. The plan serves as a tool to help local decision makers in allocating resources for projects that mitigate potential risks. Adoption of the plan by resolution maintains the City's compliance with Federal Emergency Management Agency (FEMA) requirements and eligibility for federal disaster mitigation grants.

Motion by Malloy to approve the Resolution adopting the 2026 All Hazard Mitigation Plan and to direct the clerk to assign the appropriate number.

Second by Ziegler.

Vote: Lucca-Aye, Ziegler-Aye, Malloy-Aye, Steigleder-Aye

Motion Carried

WHEREAS, to plan for and protect against man-made and natural hazards within Kootenai County, it was determined that a multi-jurisdictional hazard mitigation plan (AHMP) should be developed; and

WHEREAS, all of Kootenai County has exposure to natural hazards that increase the risk to life, property, the environment, and the County's economy; and

WHEREAS, an All Hazard Mitigation Plan reduces risks from hazards and serves as a guide for decision makers committing resources to reducing the effects of hazards; and, pursuant to 44 C.F. R 201.6 such a Plan serves as the basis for the provision of technical assistance and prioritizing of project funding; and

WHEREAS, the 2026 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan was

drafted by the Kootenai County Office of Emergency Management with the help of the Kootenai County Local Emergency Planning Committee (LEPC); local municipalities, agencies, and special purpose districts; the All Hazard Mitigation Plan Steering Committee, and

WHEREAS, the 2026 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan has been subjected to a pre-adoption review by the U.S Department of Homeland Security's Federal Emergency Management Agency (FEMA), has been found to successfully contain the required criteria as outlined in 44 C.F. R 201, and upon adoption by the Kootenai County Board of Commissioners, other municipalities, agencies, and special purpose districts, respectively, the Plan will be formally adopted by FEMA.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that:

Section 1. Adopted in its entirety Volume I of the Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan (AHMP).

Section 2 Adopts the Introductions, Chapter 32 - City of Post Falls Jurisdictional Annex, and the appendices of Volume II of the Kootenai County Multi-Jurisdictional All-Hazard Mitigation Plan (AHMP).

Section 3. Will use the adopted and approved portions of the AHMP to guide pre-and post-disaster mitigation of the hazards identified. A copy of the approved AHMP shall be retained in the Office of the City Clerk.

Section 4. Will coordinate the strategies identified in the AHMP with other planning programs and mechanisms under its jurisdictional authority.

Section 5 Will continue its support of the steering committee and continue to participate in the planning partnership as described by the AHMP.

Section 6 Will help to promote and support the mitigation success of all AHMP planning partners.

b. Ordinance Amending Domestic Animal Regulations

Justin Sauder, Associate Planner: The City of Post Falls regulates domestic animals in city limits through Chapter 6.08 of the Post Falls Municipal Code. Current regulations permit backyard chickens on detached single-family residential lots but do not allow ducks on parcels smaller than one acre. Ducks are allowed on larger acreage properties. The proposed ordinance updates the code to allow ducks on detached single-family residential lots subject to limitations intended to protect public health, sanitation, and neighborhood compatibility. Under the proposed amendments, properties would be permitted to keep a combined total of up to twelve hens and ducks, with no more than six ducks allowed on a property. Roosters would continue to be prohibited within city limits. The ordinance also establishes standards for coops, duck houses, enclosures, feed storage, and similar containment structures. These standards include setback requirements, sanitation requirements, and pest prevention measures intended to minimize potential nuisance conditions and maintain compatibility with surrounding residential uses. In addition to the duck allowance, the proposed ordinance clarifies permitted domestic animals on properties exceeding one acre in size by expanding the list of animals included within the point-based acreage system currently contained in the code. The ordinance also adds adult cats to the number limitations for animals permitted on residential premises to improve consistency and enforcement clarity within the code. The proposed amendments are intended to modernize the city's domestic animal regulations while maintaining safeguards related to sanitation, nuisance prevention, and neighborhood impacts. Staff believes the proposed ordinance provides a balanced approach that recognizes common residential animal keeping practices while preserving reasonable operational standards.

Motion by Malloy to place the Ordinance Amending Domestic Animal Regulations on its first and only reading by title only while under suspension of the rules.

Second by Ziegler.

Vote: Ziegler-Aye, Malloy-aye, Steigleder-Aye, Lucca-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO POST FALLS MUNICIPAL CODE CHAPTER 6.08.30 AND 6.08.40 MISCELLANEOUS ANIMAL REGULATIONS BY ADDING AND ALLOWANCE FOR DUCKS TO SINGLE FAMILY DETACHED LOTS; TO INCLUDE ADDITIONAL PERMITTED DOMESTIC ANIMALS IN PROPERTIES EXCEEDING ONE ACRE; PROVIDING FOR AN ALLOWANCE FOR CATE IN PERMITTED ANIMAL LIMITS; PROVIDING THA REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Motion by Malloy to approve the Ordinance Amending Domestic Animal Regulations and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Ziegler.

Vote: Malloy-Aye, Steigleder-aye, Lucca-Aye, Ziegler-Aye

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.

None

6. ADMINISTRATIVE / STAFF REPORTS

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

None

7. MAYOR AND COUNCIL COMMENTS

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

None

8. EXECUTIVE SESSION

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

ACTION ITEMS:

None

RETURN TO REGULAR SESSION

ADJOURNMENT

6:47 PM

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.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Grace Strickland, CSR/AP
SUBJECT: Payables 06/03/2026 - 06/17/2026

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 6.17.26. 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 \$1,468,897.02 to be dated 6.17.26. The Hand Check Accountability is for Hand Checks issued 5.28.26-6.09.26 and total \$66,053.86.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$1,534,950.88

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run for Council 6.17.26
2. Hand Checks for Council 6.17.26

Post Falls Check Approval



City of Post Falls

Packet: APPKT25374 - Check Run for Council 6.17.26
Vendor Set: 01 - Vendor Set 01

Check Date: 6/10/2026

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN11757	ANTHEM PACIFIC HOMES						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 926 W. CORDGRASS	001-22115	2,000.00
VEN06558	ARCHITERRA HOMES						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 5294 E. AQUILA	001-22115	2,000.00
VEN12657	BENWAY QUALITY HOMES						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 2671 N. NEPTUNE	001-22115	2,000.00
VEN08624	HALLMARK HOMES						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 2907 N. NEPTUNE	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 2889 N. NEPTUNE	001-22115	2,000.00
VEN12718	VIKING CONSTRUCTION						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 1521 N WILHELM	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 1944 N WOLLASTON	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 1513 N WILHELM	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 1858 N WABASH	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 1542 E. ALLENBY	001-22115	2,000.00
Balance Sheet Accounts Total:							20,000.00
Dept: 411 Mayor & Council							
VEN04300	CW Wraps & Marketing, Inc						
APMWB	Electronic Funds Transf			20317	20.5"x6.5" Custom Vehicle Magnets - Counc	001-411.0000.63000	150.00
Dept 411 Total:							150.00
Dept: 412 Information Systems							
VEN15038	Avidex Industries, LLC						
APMWB	Electronic Funds Transf			166496	Labor Service Related - 2nd Floor conf AV e	001-412.0000.62040	735.00
C140	CDW Government Inc.						
APMWB	Electronic Funds Transf			AJ1Z13K	DUO renewal	001-412.0000.62133	5,121.60
				AI2H12T	FORTINET FW-50G HARDWARE+3Y FC F	001-412.0000.66040	1,357.17
				AI7IJ2Q		001-412.0000.66180	-1,357.17
D070	Dell Marketing LP						
APMWB	Check			10876728489	Annual Microsoft 365 renewal - CH	001-412.0000.66014	18,382.99
VEN14584	Sylint, LLC						
APMWB	Electronic Funds Transf			20948	Monthly Sylint charges through FY2026	001-412.0000.66043	743.71
Dept 412 Total:							24,983.30
Dept: 414 Finance							
B091	BDS						
APMWB	Electronic Funds Transf			106008	Delinquent Notices	001-414.1445.62170	349.47
				106233	Utility Billing	001-414.1445.62170	6,955.36
						001-414.1445.62190	4,111.64
				106008	Delinquent Notices	001-414.1445.62190	164.55
VEN14806	Debtbook						
APMWB	Electronic Funds Transf			DB2008226	Lease & SBITA Mngmt Complete 1 Subscrip	001-414.0000.62040	6,600.00
Dept 414 Total:							18,181.02
Dept: 421 Police							
B160	Body By Scotty Towing						
APMWB	Check			4291	PFPD118 Towing Service	001-421.0000.67170	175.00
C2150	City of Spokane						
APMWB	Check			111897300 052826	PD Evidence Drug Burn	001-421.0000.63920	137.12
C291	Coeur d' Alene Press						
APMWB	Check			0000048538 05012	PD Auction Ad	001-421.0000.62000	198.40

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN15244	Coeur d'Alene Nissan						
APMWB	Check		32387	PFPD126 Clock Spring	001-421.0000.67100	463.11	
C220	Coleman Oil Co						
APMWB	Electronic Funds Transf		CP-0400171	PD Gasoline	001-421.0000.64030	10,503.31	
VEN15191	CRK9 LLC						
APMWB	Check		1508	K9 Decoy Training Seminar	001-421.0000.64020	8,200.00	
C440	Culligan LLC						
APMWB	Check		0024670	Substation Water Unit - June	001-421.0000.68010	10.95	
VEN14867	CW Signs						
APMWB	Check		4304	PD Business Cards - x5	001-421.0000.63210	355.00	
VEN14874	Debra J Salish						
APMWB	Check		26-41	PD Uniform Tailoring - Bowne, Morris	001-421.4000.72000	33.00	
D070	Dell Marketing LP						
APMWB	Check		10877817949	PD Admin Computer Refresh	001-421.0000.66044	7,756.60	
D09750	DeVries Info Management						
APMWB	Check		0209104	PD Shredding Service	001-421.0000.62040	132.00	
G020	Galls, LLC						
APMWB	Electronic Funds Transf		035266083	Uniform Equipment - Cuff Case	001-421.0000.67020	55.80	
			035252634	Uniform Equipment - Mag Holder	001-421.0000.67020	40.50	
			035239946	Uniform Tailoring - Captain Bars, Bowne	001-421.4000.72000	4.50	
			035266088	Uniform Polos	001-421.4000.72000	405.00	
VEN01683	Goodyear Tire & Rubber Company						
APMWB	Check		197-1164879	PFPD153 Tires	001-421.0000.67190	568.00	
L0195	Language Line Services						
APMWB	Electronic Funds Transf		11949863	911 Interpretation Services	001-421.0000.62040	90.00	
VEN14952	Magnet Forensics, LLC						
APMWB	Electronic Funds Transf		SIN094411	GrayKey License Renewal	001-421.0000.63920	13,345.00	
VEN14015	Midway Hyundai						
APMWB	Check		195273	PFPD166 Mount & Balance, Alignment	001-421.0000.67170	228.95	
N001	Napa Auto Parts						
APMWB	Check		392815	PD Stock - Anti-Freeze, Shop Towels	001-421.0000.67090	102.49	
			392272	PD Stock - Engine Oil	001-421.0000.67100	77.94	
			393047	PFPD141 - Heater Hose Assembly	001-421.0000.67100	169.62	
			392802	PFPD92 - Spark Plugs	001-421.0000.67100	89.20	
			394589	PFPD120 Battery & Core Deposit	001-421.0000.67100	161.42	
			393046	PFPD141 - Heater Hose Assembly	001-421.0000.67100	57.63	
			393250	PD Stock - Headlight Kit	001-421.0000.67100	28.74	
			393943	PD Stock - Oil Filters	001-421.0000.67100	117.18	
			391829	PD Stock - Engine Oil Filters	001-421.0000.67100	20.07	
			393163	PD Stock - Oil Filter	001-421.0000.67100	7.73	
			393249	PD Stock - Headlight Lens	001-421.0000.67100	11.19	
P220	Post Falls Area Chamber of Commerce						
APMWB	Check		73301	June Connect4Lunch PD Table	001-421.0000.64010	100.00	
P4384	Proforce Law Enforcement						
APMWB	Check		602543	2026 Handgun & Rifle Parts	001-421.0000.63500	2,448.35	
VEN04236	Ramey's Yard Care						
APMWB	Check		913591	PD Seasonal Pest Control	001-421.0000.68010	115.00	
VEN14946	Smarsh Inc						
APMWB	Check		INV-356548	PD Phones Archiving	001-421.0000.62040	25.00	
			INV-349678	PD Phone Archiving	001-421.0000.66043	25.00	
VEN02035	Staples, Inc						
APMWB	Check		6065042063	Office supplies-Police	001-421.0000.63060	7.17	
					001-421.0000.66042	160.24	
VEN14584	Sylint, LLC						
APMWB	Electronic Funds Transf		20948	Monthly Sylint charges through FY2026	001-421.0000.66043	243.84	
Dept 421 Total:						46,670.05	
Dept: 423 Oasis							
VEN14365	Valiant Law						
APMWB	Check		CV28-26-0955 6.01	VSU Client Legal Services	001-423.1153.68400	1,495.00	
			CV28-26-2853 5.28		001-423.1153.68400	1,250.00	

Dept 423 Total: 2,745.00

Packet: APPKT25374 - Check Run for Council 6.17.26

Check Date: 6/10/2026

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Dept: 424 Legal

D09750	DeVries Info Management						
APMWB	Check		0208257	Shredding Services	001-424.0000.63060		70.00
VEN15249	Trevor Price						
APMWB	Check		INV0153914	Trevor Price INV Week of May 25th & June	001-424.0000.62040		1,395.00

Dept 424 Total: 1,465.00

Dept: 427 Animal Control

C220	Coleman Oil Co						
APMWB	Electronic Funds Transf		CP-0400171	PD Gasoline	001-427.0000.64030		207.86

Dept 427 Total: 207.86

Dept: 431 Streets

A1395	Advanced Compressor & Hose Inc						
APMWB	Check		103742	Hydraulic hoses for Skid Steer accessories	001-431.0000.68150		167.96
VEN05261	CDA PAVING						
APMWB	Check		115265	DUMPING CLEAN CONCRETE	001-431.0000.68130		221.90
VEN01373	Intermountain Sign & Safety						
APMWB	Check		22657	Flagholder & Flags for new intersection sign	001-431.0000.63260		228.00
I340	Interstate Concrete & Asphalt						
APMWB	Electronic Funds Transf		1129484	Asphalt for patching	001-431.0000.68090		155.04
			1130244		001-431.0000.68090		225.57
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		196240	Seltice Way Rehab JUB Invoice April 2026	001-431.1812.95040		1,292.85
L071	Local Highway Technical Assistance Council-			LHTAC			
APMWB	Electronic Funds Transf		T251426TCS-3	LHTAC Course - ATSSA TCS	001-431.0000.64020		440.00
VEN14930	National Safety Inc						
APMWB	Check		0788668-IN	Uniform shirts - Jami Cambell	001-431.4000.72000		54.60
P325	Poe Asphalt Paving, Inc.						
APMWB	Check		11148	Asphalt for Patching	001-431.0000.68090		461.76
P217	Porter W Yett Company, Inc.						
APMWB	Check		26531-1	Grinding of Pleasantview Road	001-431.0000.68130		5,280.00
R251	Serights Ace Hardware						
APMWB	Check		376048/1	Ball Valve & nipple	001-431.0000.63000		15.64
			375964/1	paint, bolts, linch pins - sign repair	001-431.0000.63260		18.74
			376030/1	HEDGE SHEARS	001-431.0000.67090		32.39
			375905/1	Spade & Adhesive - Sidewalk Repair	001-431.0000.67090		17.99
			376055/1	Tools for assembling Sidewalk forms	001-431.0000.67090		59.37
			375855/1	PROPANE	001-431.0000.68090		5.02
			376114/1	DIESEL CAN - 5GAL	001-431.0000.68130		35.99
			375862/1	Cable ties & propane - sidewalk repair	001-431.0000.68150		21.64
			375905/1	Spade & Adhesive - Sidewalk Repair	001-431.0000.68150		9.79
			375796/1	Shims & stakes for sidewalk forms	001-431.0000.68150		21.49
			375803/1	Parts for Sprinkler repair	001-431.0000.68150		25.25
S140	Sherwin Williams						
APMWB	Check		08725217890526	PCD Diamond Drum for scarifier	001-431.0000.67090		7,600.00
			8037-7	EXCHANGE FOR CORRECT HOSE	001-431.0000.68100		-167.42
			4571-4	Refund of Sales Tax charged on 8037-7	001-431.0000.68100		-5.69
			8037-7	EXCHANGE FOR CORRECT HOSE	001-431.0000.68100		100.56
			1009-8	Tip Extension - S234	001-431.0000.68100		59.21
W180	Western States Equipment						
APMWB	Check		IN003605106	Snow Plow Cutting Edges	001-431.0000.63525		3,039.88
Z026	Ziegler Lumber Co #017						
APMWB	Check		1119998	36 in. Aluminum Landscape Rake	001-431.0000.67090		59.52
			1122738	PVC parts for Striper	001-431.0000.68100		20.88
			1125521	Galvanized Powder Fastener Pin, Portland C	001-431.0000.68130		565.94

Dept 431 Total: 20,063.87

Dept: 432 Public Works Administration

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN03164	Association of Idaho Public Works Professionals						
APMWB	Check			2026 Member Dues	2026 Member Dues	001-432.0000.62060	40.00
						Dept 432 Total:	40.00
Dept: 433 Facility Maintenance							
C410	Country Lock & Key, Inc.						
APMWB	Electronic Funds Transf			9378494829	Commercial Locks GRADE 1 Entry Lever U	001-433.0000.68010	237.40
P310	Platt Electric Supply						
APMWB	Check			2527453	EVE EN95 1.5V D ALKALINE BATT	002032 001-433.0000.63730	121.30
W0226	Walter E Nelson Co						
APMWB	Electronic Funds Transf			572776	ENMOTION ROLL TOWEL 10"X800" BROV	001-433.0000.63140	842.20
				572750	BLEACH 128 OZ.	001-433.0000.63150	316.27
						Dept 433 Total:	1,517.17
Dept: 434 Fleet Maintenance							
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4270247304	Fleet Laundry & Rug Service	001-434.0000.63160	155.69
C410	Country Lock & Key, Inc.						
APMWB	Electronic Funds Transf			9378494860	New keys - S224	001-434.0000.63011	17.90
VEN03826	FMI Equipment						
APMWB	Check			SPK-1017186	TRANSMISSION IDLER SPRING - P470	001-434.0000.63012	81.57
VEN15216	Keizer Morris International						
APMWB	Check			34770	SPARK PLUG BUSHING - S566	001-434.0000.63011	54.50
N001	Napa Auto Parts						
APMWB	Check			393022	Fleet Oil Stock	001-434.0000.63011	819.99
				393039	Filter stock	001-434.0000.63011	128.74
				393022	Fleet Oil Stock	001-434.0000.63012	2,367.40
				392221	Filter Stock	001-434.0000.63012	9.10
				392255	Core Deposit from inv 389999	001-434.0000.63012	-10.00
				391181	Deep Cycle Batteries & Cables - P464	001-434.0000.63012	1,806.28
				393022	Fleet Oil Stock	001-434.0000.63013	143.00
				392084	Marking pens	001-434.0000.63060	18.05
				393051	Spray Bottle / All Purpose	001-434.0000.67090	4.09
				392036	Milwaukie Ratchet	001-434.0000.67090	399.00
				392774	AA Batteries for tools & equipment	001-434.0000.67090	47.76
R060	Ragan Equipment Co.						
APMWB	Check			01-185520	V-Belt - P484	001-434.0000.63012	112.11
VEN13988	Tacoma Screw Products, Inc						
APMWB	Check			240186042-01	Locking nuts, hose clamps	001-434.0000.63012	33.64
T106	Titan Truck Equipment						
APMWB	Check			1396694	Upfit - S133	001-434.0000.90010	7,606.12
						Dept 434 Total:	13,794.94
Dept: 441 Urban Forestry							
C180	Central Pre Mix Concrete						
APMWB	Check			4129295	Concrete supplies for UF	001-441.0000.68170	121.70
C1872	Circle D Farm Sales, Inc.						
APMWB	Check			Spring26	Concolor fir for UF	001-441.0000.68190	1,040.00
C280	Coeur d'Alene Power Tool						
APMWB	Check			2-306020	Tool for UF	001-441.0000.66190	677.00
I1117	Idaho Nursery & Landscape Assn						
APMWB	Check			8616	Membership Dues for UF	001-441.0000.62060	125.00
VEN15085	International Minute Press						
APMWB	Check			7019	Business Cards for Preston Hill	001-441.0000.63210	31.00
						Dept 441 Total:	1,994.70
Dept: 442 Cemetery							
A365	American On-Site Services						
APMWB	Check			I114348	Event ADA with Hand Sanitizer-Memorial D	001-442.0000.62040	255.00
M0942	Metalcraft, Inc.						
APMWB	Check			289127	Stock vases	001-442.0000.63760	1,851.62

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Bank Code Serights Ace Hardware				
APMWB	Check	375980/1	PIPE PVC DWV 1.25"X10"	001-442.0000.68230	48.56
W230	Wilbert Precast Inc.				
APMWB	Check	401276-1	Zoell	001-442.0000.63760	139.00
		398392-1	Finlay Memorial	001-442.0000.63760	1,615.36
		401276-1	Zoell	001-442.0000.63760	139.00
		387157-1	Benham Memorial	001-442.0000.63760	3,173.32
		401276-1	Zoell	001-442.0000.63760	436.68
		399547-1	Hill Memorial	001-442.0000.63760	1,164.32
		389558-1	Mary Tardiff memorial	001-442.0000.63760	1,555.48
		396222-1	F. Bjurstrom FD engraving	001-442.0000.63760	258.00
Dept 442 Total:					10,636.34
Dept: 443 Parks					
VEN15241	American Leak Detection of the Inland Northwest and Montana				
APMWB	Check	34928	Line Leak Detection at Water Feature	001-443.0000.62040	1,185.00
VEN03792	Arrow Concrete & Asphalt				
APMWB	Check	ACAS-00651	Crack fill, seal coat & stripe Syringa Park	001-443.0000.68111	6,285.24
		ACAS-00650	Sealcoat Polites Park	001-443.0000.68111	1,015.00
A5189	Aspen Nursery				
APMWB	Check	91638	Perennials for Parks	001-443.0000.68210	329.08
A017	A-Tec, Inc.				
APMWB	Check	6642	Mag locks and installation at Sportsmans Pa	001-443.0000.91000	3,301.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	9378494756	Padlocks for Parks	001-443.0000.67030	99.35
D1165	Drains Plus Rooter and Septic				
APMWB	Check	100027	Vault pumping at Ross Pt. Park	001-443.0000.65050	1,640.00
G098	Grainger				
APMWB	Check	9909601453	Ear muffs for safety	001-443.0000.63110	262.01
		9929291301	Bubblers for drinking fountains	001-443.0000.68250	133.15
H1957	Horizon Distributors Inc				
APMWB	Electronic Funds Transf	2s255900	Bicoder for Irrigation in Parks	001-443.0000.68230	493.92
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	1128660	Concrete for Falls Playground	001-443.0000.68170	845.00
R251	Serights Ace Hardware				
APMWB	Check	375434/1	lubricant for small equipment	001-443.0000.66190	42.25
		376061/1	Hardware for Brett James	001-443.0000.67030	29.93
		375918/1	Hardware for Tullamore Park	001-443.0000.67030	29.32
		376031/1	USB Cables and adapter	001-443.0000.67030	19.78
		376075/1	Hardware for Parks Shop	001-443.0000.67030	3.78
		375971/1	Tools for Parks	001-443.0000.67090	62.96
		375785/1		001-443.0000.67090	73.65
		376127/1	Spray Paint Return	001-443.0000.68160	-2.97
		376023/1	Spray paint for North Parks	001-443.0000.68160	73.63
		376107/1	Fertilizer for hanging baskets	001-443.0000.68200	37.42
		375908/1	Flower seed for Spokane St.	001-443.0000.68210	282.19
		375895/1	Irrigation for Chase	001-443.0000.68230	6.83
		375826/1	Plumbing Parts for Falls Faucet	001-443.0000.68250	39.36
VEN15091	Simpliverified, LLC				
APMWB	Electronic Funds Transf	87542	Background Checks May 2026	001-443.0000.62080	67.80
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	166476535-001	Irrigation parts for Spokane St	001-443.0000.68230	155.61
VEN01248	United Crown Pump & Drilling				
APMWB	Check	109390	Repair City Hall Water Feature	001-443.0000.62180	986.80
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	571868	Cleaning supplies for Parks	001-443.0000.63150	1,304.34
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	17823279	Herbicides for Parks	001-443.0000.68220	2,828.35
Dept 443 Total:					21,629.78

Dept: 444 Parks - Construction

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C180	Central Pre Mix Concrete						
APMWB	Check		4124691	Hardware for Chase Restroom Rebuild	001-444.1665.93180		1,523.56
VEN15246	Dieter Construction, LLC						
APMWB	Check		393	Forms & Labor for Chase Restroom Rebuild	001-444.1665.93180		30,062.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		196291	Chase Park Restroom Survey & Grading	001-444.1665.93180		3,150.00
R251	Serights Ace Hardware						
APMWB	Check		376074/1	Parts for Chase Re-build	001-444.1665.93180		226.96
			375942/1	Irrigation parts for Chase	001-444.1665.93180		75.46
Z026	Ziegler Lumber Co #017						
APMWB	Check		1121920	Roofing Material for Chase Restroom	001-444.1665.93180		994.84
Dept 444 Total:							36,032.82
Dept: 445 Recreation							
A365	American On-Site Services						
APMWB	Check		1114718	Soccer Porta Potty May 1, 2026 - May 22, 2026	001-445.0000.65050		129.93
VEN14999	Coeur Climbing Company LLC						
APMWB	Electronic Funds Transf		05.22.26	Contractual Services-Climbing Classes May	001-445.0000.62040		312.00
I3935	IRPA						
APMWB	Check		01486	IRPA-Membership	001-445.0000.62060		50.00
S054	Schmidt, Sheila						
APMWB	Electronic Funds Transf		05.22.26	Contractual Services May 2026 Gymnastics	001-445.0000.62040		824.00
VEN15091	Simpliverified, LLC						
APMWB	Electronic Funds Transf		87542	Background Checks May 2026	001-445.0000.62080		888.00
VEN15248	Special Needs Recreation						
APMWB	Check		89792 05.22.26	SpecialNeedsRecreation Support-Annual Cc	001-445.0000.63590		4,000.00
VEN14261	The JACC						
APMWB	Check		05.27.26	Contractual Services-Art/Theater Jan-May 2	001-445.0000.62040		1,236.90
VEN09501	Yoke's Foods Inc						
APMWB	Check		03-263425	Water and Dessert for All Staff P&R Training	001-445.0000.64020		54.16
Dept 445 Total:							7,494.99
Dept: 451 Planning & Zoning							
VEN02035	Staples, Inc						
APMWB	Check		6065042065	Office supplies - Community Development	001-451.0000.63060		68.31
Dept 451 Total:							68.31
Dept: 452 Building Inspector							
B091	BDS						
APMWB	Electronic Funds Transf		106233	Utility Billing	001-452.0000.62040		50.00
VEN02035	Staples, Inc						
APMWB	Check		6065042065	Office supplies - Community Development	001-452.0000.63060		68.31
Dept 452 Total:							118.31
Dept: 453 Engineering							
VEN02035	Staples, Inc						
APMWB	Check		6065042065	Office supplies - Community Development	001-453.0000.63060		68.33
Dept 453 Total:							68.33
Dept: 481 Capital Improvements/Contracts							
VEN14766	CivicPlus, LLC						
APMWB	Check		364726	Social Media Archiving Subscription	001-481.0000.62040		7,278.45
VEN03694	Otis Elevator Company						
APMWB	Check		F10000298689	Logistics and fuel impact fee Letter of explar	001-481.0000.68390		350.00
Dept 481 Total:							7,628.45
Fund 001 Total:							235,490.24
Fund: 003 - PERSONNEL BENEFIT POOL							
Dept: 482 Personnel Pool							
VEN15087	Alliant Insurance Services, Inc						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Electronic Funds Transf	3558113	June 2026 Benefits Consulting and EE Navic	003-482.0000.62040	3,232.00
VEN15121	BPA Health, Inc						
		APMWB	Electronic Funds Transf	613263	EAP Services June 2026	003-482.4000.73000	852.00
A6000	Rehn & Associates, Inc.						
		APMWB	Check	INV-00213035	May 2026 Cobra Notices	003-482.0000.62160	56.00
					Dept 482 Total:		4,140.00
					Fund 003 Total:		4,140.00

Fund: 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program

VEN02992	Ray Allen						
		APMWB	Check	RINV497544	K9 Door Pop Remote	007-425.0000.67120	331.98
					Dept 425 Total:		331.98
					Fund 007 Total:		331.98

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support

VEN14584	Sylint, LLC						
		APMWB	Electronic Funds Transf	20948	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

VEN03792	Arrow Concrete & Asphalt						
		APMWB	Check	ACAS-00657	Stripe Parks Corp Yard Parking	011-491.0000.95015	1,200.00
F084	Five Star Concrete, Inc.						
		APMWB	Check	06-002-6333	Concrete Curbing at the Parks Shop Parking	011-491.0000.95015	8,270.00
VEN14753	Integrus Architecture, P.S.						
		APMWB	Check	22418.00-14	PWOC Integrus Invoice April 2026	011-491.1801.93160	28,242.93
I340	Interstate Concrete & Asphalt						
		APMWB	Electronic Funds Transf	716223-1	Asphalt for Parks Corp Yard Parking Lot	011-491.0000.95015	15,670.40
					Dept 491 Total:		53,383.33
					Fund 011 Total:		53,383.33

Fund: 017 - ANNEXATION FEES

Dept: 410 General Government Services

VEN15043	Urban3 LLC						
		APMWB	Check	AC000608	Consulting Phase 2 Fiscal Audit - Fees Dev	017-410.0000.62040	11,186.00
					Dept 410 Total:		11,186.00
					Fund 017 Total:		11,186.00

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	May 2026 Impact Fees	May 2026 Impact Fees	034-428.0000.33117	-470.00
						034-428.0000.62040	6,656.00
VEN06795	Kootenai County Fire & Rescue						
		APMWB	Electronic Funds Transf	May 2026 Impact Fees	May 2026 Impact Fees	034-428.0000.33117	-940.00
						034-428.0000.62040	60,856.00
					Dept 428 Total:		66,102.00
					Fund 034 Total:		66,102.00

Fund: 035 - PUBLIC SAFETY IMPACT FEES

Dept: 420 Public Safety Impact Fees

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14980	Solid Rock Gate Supply	APMWB	Check	26468	Vehicle Access Gates for Police Dept Parkin	035-420.0000.95015	30,321.71
Dept 420 Total:							30,321.71
Fund 035 Total:							30,321.71

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

J105	J-U-B Engineers, Inc.	APMWB	Electronic Funds Transf	197049	Ross Point Road Cycle Track	037-431.1305.62040	842.40
VEN15184	Northwest Landworks LLC	APMWB	Check	Final Payment - Pra	Final Payment - Prairie Trail Extension	037-431.1711.95520	9,806.17
Dept 431 Total:							10,648.57
Fund 037 Total:							10,648.57

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

C3818	Cooper Fabrication, Inc.	APMWB	Check	32815	Scoreboards for Sportsfield	038-443.0000.94230	8,500.29
J105	J-U-B Engineers, Inc.	APMWB	Electronic Funds Transf	196293	Dog Park project management & quality con	038-443.0000.94170	2,825.00
VEN07815	LaRiviere, Inc	APMWB	Electronic Funds Transf	Quarry Sports Com	Sports Complex Phase 1 Bid Schedule A	038-443.0000.94165	84,780.09
N249	Northwest Playground Equipment	APMWB	Check	AR100997	Bleachers for Sports Fields	038-443.0000.94230	42,348.45
Dept 443 Total:							138,453.83
Fund 038 Total:							138,453.83

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A090	Accurate Testing Labs LLC	APMWB	Check	154351	May Monthly Comps	650-463.0000.68360	1,390.00
VEN15174	Airgas USA, LLC	APMWB	Check	5524606815	RRCYLILG-AR - Rent Cyl Ind Large Argon	650-463.0000.68025	9.36
VEN14808	Ardurra Group, Inc	APMWB	Electronic Funds Transf	260040-21660	WRF-OD6 Pump	650-463.3122.68400	7,246.14
VEN15236	Atlas Copco Compressors LLC	APMWB	Check	1126049700	FILTER KIT UD25+	650-463.0000.68025	1,134.13
VEN03129	Barr Tech LLC	APMWB	Check	11302	Bio Solids Disposal per ton for the month of I	650-463.0000.62150	74,739.45
VEN14648	Beveridge and Diamond PC	APMWB	Check	260500459	IPDES Permit Legal Support	650-463.0000.62010	395.50
C064	Cascade Columbia Distribution	APMWB	Check	953463	Citic Acid WWTP Chemicals	650-463.0000.63008	4,930.00
VEN14736	Cintas Corporation No. 3	APMWB	Check	4270247497	WWTP Uniforms	650-463.4000.72000	154.27
				4269471856		650-463.4000.72000	174.42
C220	Coleman Oil Co	APMWB	Electronic Funds Transf	INV-391525C	Dyed ULSD2	650-463.0000.67221	-1,533.25
				INV-391525A	Dyed ULSD2 Generator Fuel	650-463.0000.67221	1,445.24
				INV-391525	Dyed ULSD2	650-463.0000.67221	1,533.25
				INV-391525A	Dyed ULSD2 Generator Fuel	650-463.0000.67221	1.22
				INV-388094	CHV BLACK PEARL SRI 2 - Short Pay Tax	650-463.0000.68025	48.70
C3090	Columbia Electric Supply	APMWB	Electronic Funds Transf	1120-1024993	3/4 LT CONDUIT TYPE 2	650-463.0000.68010	67.90
F030	FedEx	APMWB	Check	9-719-95891	Late Fee	650-463.0000.68360	2.05
J105	J-U-B Engineers, Inc.	APMWB	Electronic Funds Transf	197015	Solids Handling Improvement JUB Invoice IV	650-463.3125.95520	158,966.37

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N001	Napa Auto Parts						
APMWB	Check			392336	NAPAGOLD AIR FILTER ()	650-463.0000.68025	193.59
N040	NCL of Wisconsin, Inc.						
APMWB	Check			535838	I pk (50T/pk) H-27426-45, Phosphorus Test	650-463.0000.63400	694.13
				535910	YM-20, YSI Pro20 Portable DO Meter	650-463.0000.63400	1,286.73
				535838	I pk (50T/pk) H-27426-45, Phosphorus Test	650-463.0000.63400	166.50
O050	Oxarc Inc.						
APMWB	Electronic Funds Transf			0032572487	Sodium Bisulfite Tertiary Treatment Chemic	650-463.0000.63008	4,717.55
R251	Serights Ace Hardware						
APMWB	Check			376068/1	FIREMAN NOZZLE 2P ACE	650-463.0000.68025	53.58
				376072/1	PIPE CAP 3/4" FPT	650-463.0000.68025	42.26
				376079/1	FIREMAN NOZZLE 2P ACE	650-463.0000.68025	24.81
VEN15091	Simpliverified, LLC						
APMWB	Electronic Funds Transf			87542	Background Checks May 2026	650-463.0000.62080	33.00
VEN02035	Staples, Inc						
APMWB	Check			6065042066	Office Supplies - Wastewater	650-463.0000.63060	21.89
				6065042062	Office supplies - Wastewater	650-463.0000.63060	280.11
				6065042066	Office Supplies - Wastewater	650-463.0000.63060	14.18
				6065042064		650-463.0000.63060	12.39
				6065042062	Office supplies - Wastewater	650-463.0000.63060	93.37
U1006	Univar Solutions USA, LLC						
APMWB	Electronic Funds Transf			53892679	Aluminum Sulfate for Tertiary Operations	650-463.0000.63008	8,277.76
W0226	Walter E Nelson Co						
APMWB	Electronic Funds Transf			572378	WWTP Lab Supplies	650-463.0000.63400	565.85
VEN01959	Washington State Department of Ecology						
APMWB	Check			2026-BT1005	2026 WA DOE Biosolids Annual Permit Fee	650-463.0000.62150	5,953.14
W180	Western States Equipment						
APMWB	Check			IN003589922	PHOENIX UNMANAGED SW 16 PORT 24V	650-463.0000.68025	1,900.00
Dept 463 Total:							275,035.59
Dept: 466 Wastewater - Collections							
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transf			240451-21538	SH41 Grav Sewer Ardurra Invoice April 202	650-466.3221.68400	345.75
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4270247497	WWTP Uniforms	650-466.4000.72000	154.27
				4269471856		650-466.4000.72000	174.42
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Transf			S012917098.001	4" 304SS FLG BOLT & NUT SET CONSIST	650-466.0000.68021	104.60
I129	Idaho Rural Water Assoc.						
APMWB	Check			E8536	Motor Controls & Variable Frequency Trainin	650-466.0000.64020	625.00
P1811	Peck & Peck Excavating, Inc.						
APMWB	Check			20031	sewer repair on steamboat	650-466.3221.68400	5,900.00
				20030	sewer line repair 3560 east seltice	650-466.3221.68400	9,400.00
VEN13163	Wapiti Consulting, LLC						
APMWB	Electronic Funds Transf			639	Wire Floats to Backup PLC. Program Backu	650-466.0000.68021	960.00
Dept 466 Total:							17,664.04
Dept: 468 Wastewater - Surface Water							
R251	Serights Ace Hardware						
APMWB	Check			376121/1	PRUNER BYPASS FORGED 8"	650-468.0000.67090	43.18
Z026	Ziegler Lumber Co #017						
APMWB	Check			1120409	318310 - 2 in. X 10 in. X 8 ft. UC4A Brown T	650-468.0000.68380	149.95
Dept 468 Total:							193.13
Fund 650 Total:							292,892.76
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP							
Dept: 463 Wastewater Operating							
VEN13635	Big Sky ID, Corp						
APMWB	Check			Lundy Waterline Ex	Lundy Blvd Waterline Ext Final Pay App	651-463.6505.95520	5,691.68
VEN14753	Integrus Architecture, P.S.						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	22418.00-14	PWOC Integrus Invoice April 2026	651-463.3100.95520	8,986.38
J105	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Transf	197014	Tertiary Upgrade JUB Invoice May 2026	651-463.3213.90015	7,249.53
						Dept 463 Total:	21,927.59
						Fund 651 Total:	21,927.59

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Transf	196240	Seltice Way Rehab JUB Invoice April 2026	652-463.3229.95520	1,292.85
						Dept 463 Total:	1,292.85
						Fund 652 Total:	1,292.85

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN05261	CDA PAVING						
		APMWB	Check	115164	Concrete disposal trail clean up	700-461.0000.65050	9.10
C115	Northwest Waste and Recycling						
		APMWB	Electronic Funds Transf	6.4.26	Sanitation Monthly Contract	700-461.0000.62042	417,406.78
						Dept 461 Total:	417,415.88
						Fund 700 Total:	417,415.88

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC						
		APMWB	Check	154356	BACT T PA Coliform Presence/Absence	750-462.0000.68360	200.00
				154653		750-462.0000.68360	160.00
				154438		750-462.0000.68360	200.00
				154522		750-462.0000.68360	240.00
VEN14124	Badger Meter, Inc.						
		APMWB	Electronic Funds Transf	80202537	Badger Meter Item: 68886-301 Description: I	750-462.0000.66012	110.46
B091	BDS						
		APMWB	Electronic Funds Transf	106233	Utility Billing	750-462.0000.62410	1,633.50
C360	Consolidated Supply Co.						
		APMWB	Electronic Funds Transf	S012859484.003	DFW 11"X18" GRAY SOLID POLYMER ME	750-462.0000.63280	345.87
VEN09744	Controlfreak Inc						
		APMWB	Check	7337	SCADA/PLC Upgrade Project	750-462.0000.95545	11,150.00
F1000	Ferguson Waterworks						
		APMWB	Check	0113057	Sensus Software Annual Support Fee	750-462.0000.66012	4,000.00
H003	H.D. Fowler Company						
		APMWB	Electronic Funds Transf	I7309379	5-1/4" VALVE BOX DROP LID HEAVY DUT	750-462.0000.63280	272.76
J105	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Transf	196306	Well 4 Rehab JUB Invoice April 2026	750-462.3227.95550	2,914.70
VEN07815	LaRiviere, Inc						
		APMWB	Electronic Funds Transf	Westwood Pay App	Westwood Water La Riviere Pay App #1	750-462.3239.95545	125,368.99
N0991	Norco Inc						
		APMWB	Check	0046748080	ICON JACKET CLASS III YELLOW GREEN	750-462.0000.63110	80.04
R251	Serights Ace Hardware						
		APMWB	Check	376002/1	UNIVERSAL JOINT 1/2"DR	750-462.0000.63280	118.74
				376003/1	GREASE SYN 3OZ	750-462.0000.63280	37.77
				376001/1	M18 CUT SAW CRDLS KIT 9"	750-462.0000.67090	1,044.05
VEN13988	Tacoma Screw Products, Inc						
		APMWB	Check	240186742-00	Milwaukee 48-11-1852 M18 Redlithium XC5	750-462.0000.63280	358.00
				240187064-00	5/8" X 1-5/16" X .122/.177 Structural Washe	750-462.0000.63280	70.60
				240186742-00	Milwaukee 48-11-1852 M18 Redlithium XC5	750-462.0000.63280	337.00
VEN01248	United Crown Pump & Drilling						
		APMWB	Check	109354	Well 8 Remove & Install New Hotstart	750-462.0000.95545	5,521.98
U145	USABlue Book						

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	INV01054223	Personal Lockout Kit	750-462.0000.63110	1,182.22
		INV01054292		750-462.0000.63110	1,960.00
				Dept 462 Total:	157,306.68
				Fund 750 Total:	157,306.68

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22418.00-14	PWOC Integrus Invoice April 2026	753-462.3325.95520	26,959.15
				Dept 462 Total:	26,959.15
				Fund 753 Total:	26,959.15
				Report Total:	1,468,897.02



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	20,000.00
	001-411.0000.63000	150.00
	001-412.0000.62040	735.00
	001-412.0000.62133	5,121.60
	001-412.0000.66014	18,382.99
	001-412.0000.66040	1,357.17
	001-412.0000.66043	743.71
	001-412.0000.66180	-1,357.17
	001-414.0000.62040	6,600.00
	001-414.1445.62170	7,304.83
	001-414.1445.62190	4,276.19
	001-421.0000.62000	198.40
	001-421.0000.62040	247.00
	001-421.0000.63060	7.17
	001-421.0000.63210	355.00
	001-421.0000.63500	2,448.35
	001-421.0000.63920	13,482.12
	001-421.0000.64010	100.00
	001-421.0000.64020	8,200.00
	001-421.0000.64030	10,503.31
	001-421.0000.66042	160.24
	001-421.0000.66043	268.84
	001-421.0000.66044	7,756.60
	001-421.0000.67020	96.30
	001-421.0000.67090	102.49
	001-421.0000.67100	1,203.83
	001-421.0000.67170	403.95
	001-421.0000.67190	568.00
	001-421.0000.68010	125.95
	001-421.4000.72000	442.50
	001-423.1153.68400	2,745.00
	001-424.0000.62040	1,395.00
	001-424.0000.63060	70.00
	001-427.0000.64030	207.86
	001-431.0000.63000	15.64
	001-431.0000.63260	246.74
	001-431.0000.63525	3,039.88
	001-431.0000.64020	440.00
	001-431.0000.67090	7,769.27
	001-431.0000.68090	847.39
	001-431.0000.68100	7.54
	001-431.0000.68130	6,103.83
	001-431.0000.68150	246.13
	001-431.1812.95040	1,292.85
	001-431.4000.72000	54.60
	001-432.0000.62060	40.00
	001-433.0000.63140	842.20
	001-433.0000.63150	316.27
	001-433.0000.63730	121.30
	001-433.0000.68010	237.40
	001-434.0000.63011	1,021.13
	001-434.0000.63012	4,400.10
	001-434.0000.63013	143.00
	001-434.0000.63060	18.05
	001-434.0000.63160	155.69
	001-434.0000.67090	450.85

001-434.0000.90010	7,606.12
001-441.0000.62060	125.00
001-441.0000.63210	31.00
001-441.0000.66190	677.00
001-441.0000.68170	121.70
001-441.0000.68190	1,040.00
001-442.0000.62040	255.00
001-442.0000.63760	10,332.78
001-442.0000.68230	48.56
001-443.0000.62040	1,185.00
001-443.0000.62080	67.80
001-443.0000.62180	986.80
001-443.0000.63110	262.01
001-443.0000.63150	1,304.34
001-443.0000.65050	1,640.00
001-443.0000.66190	42.25
001-443.0000.67030	182.16
001-443.0000.67090	136.61
001-443.0000.68111	7,300.24
001-443.0000.68160	70.66
001-443.0000.68170	845.00
001-443.0000.68200	37.42
001-443.0000.68210	611.27
001-443.0000.68220	2,828.35
001-443.0000.68230	656.36
001-443.0000.68250	172.51
001-443.0000.91000	3,301.00
001-444.1665.93180	36,032.82
001-445.0000.62040	2,372.90
001-445.0000.62060	50.00
001-445.0000.62080	888.00
001-445.0000.63590	4,000.00
001-445.0000.64020	54.16
001-445.0000.65050	129.93
001-451.0000.63060	68.31
001-452.0000.62040	50.00
001-452.0000.63060	68.31
001-453.0000.63060	68.33
001-481.0000.62040	7,278.45
001-481.0000.68390	350.00
Fund 001 Total:	235,490.24
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	3,232.00
003-482.0000.62160	56.00
003-482.4000.73000	852.00
Fund 003 Total:	4,140.00
007 - DRUG SEIZURE PROGRAM	
007-425.0000.67120	331.98
Fund 007 Total:	331.98
008 - 911 SUPPORT	
008-426.0000.66043	1,044.45
Fund 008 Total:	1,044.45
011 - FACILITY BUILDING RESERVE	
011-491.0000.95015	25,140.40
011-491.1801.93160	28,242.93
Fund 011 Total:	53,383.33
017 - ANNEXATION FEES	
017-410.0000.62040	11,186.00
Fund 017 Total:	11,186.00
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-1,410.00
034-428.0000.62040	67,512.00
Fund 034 Total:	66,102.00
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.95015	30,321.71
Fund 035 Total:	30,321.71

037 - STREETS IMPACT FEES		
037-431.1305.62040		842.40
037-431.1711.95520		9,806.17
Fund 037 Total:		10,648.57
038 - PARKS IMPACT FEES		
038-443.0000.94165		84,780.09
038-443.0000.94170		2,825.00
038-443.0000.94230		50,848.74
Fund 038 Total:		138,453.83
650 - RECLAIMED WATER OPERATING		
650-463.0000.62010		395.50
650-463.0000.62080		33.00
650-463.0000.62150		80,692.59
650-463.0000.63008		17,925.31
650-463.0000.63060		421.94
650-463.0000.63400		2,713.21
650-463.0000.67221		1,446.46
650-463.0000.68010		67.90
650-463.0000.68025		3,406.43
650-463.0000.68360		1,392.05
650-463.3122.68400		7,246.14
650-463.3125.95520		158,966.37
650-463.4000.72000		328.69
650-466.0000.64020		625.00
650-466.0000.68021		1,064.60
650-466.3221.68400		15,645.75
650-466.4000.72000		328.69
650-468.0000.67090		43.18
650-468.0000.68380		149.95
Fund 650 Total:		292,892.76
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3100.95520		8,986.38
651-463.3213.90015		7,249.53
651-463.6505.95520		5,691.68
Fund 651 Total:		21,927.59
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3229.95520		1,292.85
Fund 652 Total:		1,292.85
700 - SANITATION		
700-461.0000.62042		417,406.78
700-461.0000.65050		9.10
Fund 700 Total:		417,415.88
750 - WATER OPERATING		
750-462.0000.62410		1,633.50
750-462.0000.63110		3,222.26
750-462.0000.63280		1,540.74
750-462.0000.66012		4,110.46
750-462.0000.67090		1,044.05
750-462.0000.68360		800.00
750-462.0000.95545		16,671.98
750-462.3227.95550		2,914.70
750-462.3239.95545		125,368.99
Fund 750 Total:		157,306.68
753 - WATER CAPITAL		
753-462.3325.95520		26,959.15
Fund 753 Total:		26,959.15
Report Total:		1,468,897.02

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY

5/28/2026	\$	87.00	APA003378 AT&T Long Distance
5/28/2026	\$	1,916.99	APA003379 AT&T Mobility
5/28/2026	\$	159.99	APA003380 Charter Communications
5/28/2026	\$	907.28	APA003381 Level 3 Communications
5/28/2026	\$	627.12	APA003382 Level 3 Communications
5/28/2026	\$	37.00	APA003383 McGuire Estate Water Users Assn
5/28/2026	\$	109.61	APA003384 Ziply Fiber
5/28/2026	\$	133.24	APA003385 Ziply Fiber
6/9/2026	\$	53.56	APA003477 AT&T Long Distance
6/9/2026	\$	2,437.39	APA003478 AT&T Mobility
6/9/2026	\$	1,547.70	APA003479 Avista Utilities
6/9/2026	\$	343.97	APA003480 Charter Communications
6/9/2026	\$	327.96	APA003481 Charter Communications
6/9/2026	\$	508.64	APA003482 H & H Business Systems
6/9/2026	\$	49,896.40	APA003483 Kootenai Electric
6/9/2026	\$	2,241.22	APA003484 Level 3 Communications
6/9/2026	\$	512.89	APA003485 Post Falls Food Bank
6/9/2026	\$	935.85	APA003486 Ricoh USA Inc
6/9/2026	\$	911.50	APA003487 Ross Point Water
6/9/2026	\$	218.97	APA003488 TDS
6/9/2026	\$	1,480.50	APA003489 Tetiri, LLC
6/9/2026	\$	20.02	APA003490 Verizon Wireless
6/9/2026	\$	160.16	APA003491 Verizon Wireless
6/9/2026	\$	300.21	APA003492 Verizon Wireless
6/9/2026	\$	40.01	APA003493 Verizon Wireless
6/9/2026	\$	138.68	APA003494 Verizon Wireless
	\$	66,053.86	

FOR CHECK RUN 6/16/26

Pay Before Due Date	001-431.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	650-463.0000.65081
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	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-22110
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	001-452.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	001-443.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: McKinley Meadows Off-site Improvements Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the McKinley Meadows Off-site Improvements project. The Agreement sets forth the typical expectations of the Developer of the project and sets forth the responsibilities of the Developer and the City of Post Falls. This is a water main extension project located within an easement being granted by the Post Falls Unified School District across the southern portion of the lot located at 1100 N. Chase Rd. (Seltice Elementary). The application was submitted by WYLD, LLC. The construction drawings were approved as meeting the applicable standards of the City of Post Falls. Construction will not commence until the School District has signed the easement.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

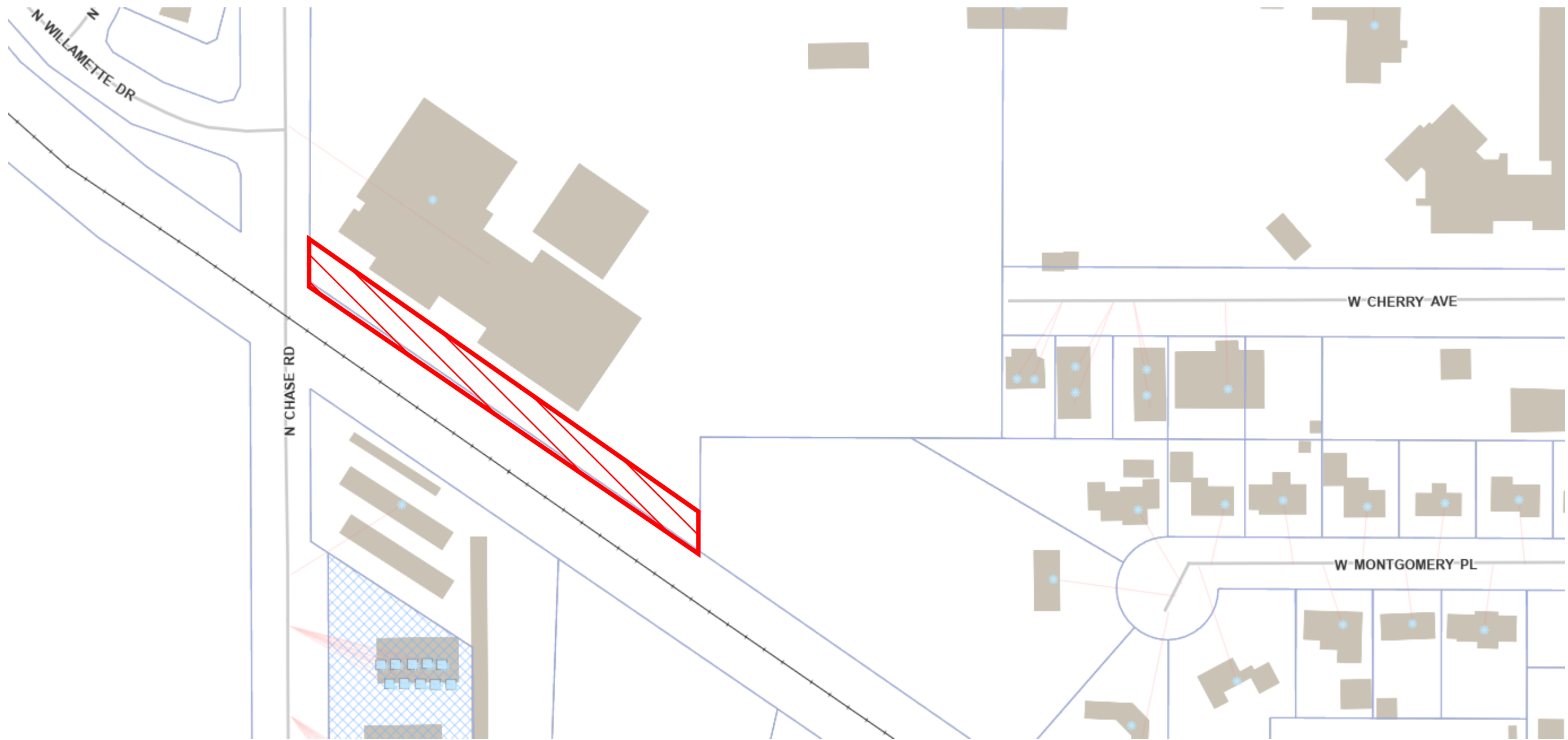
Acceptance of operations and maintenance costs for water main infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. McKinley Meadows Offsite Improvements Location Map
2. CIA - McKinley Meadows Off-Site Work



McKinley Meadows Offsite Improvements 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 **WYLD, LLC** (hereinafter the "Developer"), enter into this Agreement effective the _____ day of _____ 20____, respecting the development of **McKinley Meadows Offsite Improvements**, the Project, affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS AND FEES

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

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

1.03 RELATIONSHIP OF PARTIES

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

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

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

1.05 **DEVELOPER'S RESPONSIBILITY**

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

1.06 **ALLOCATION OF LIABILITY**

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

1.07 **DISCLAIMER OF WARRANTY**

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

1.08 **NON-DISCRIMINATION**

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

1.09 **COST OF DOCUMENTS**

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

1.10 **PUBLIC UTILITIES**

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

1.11 **TIME IS OF THE ESSENCE**

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

1.12 **ASSIGNMENTS**

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

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

1.13 **DEFAULT – CITY’S REMEDIES**

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

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

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

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

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

1.14 **NON-WAIVER**

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

1.15 **INTERPRETATION**

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

1.16 **EFFECT OF STANDARD SPECIFICATIONS**

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

1.17 **AMENDMENT**

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

1.18 **JURISDICTION – CHOICE OF LAW**

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

1.19 **SEVERABILITY**

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

1.20 **INTEGRATION**

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

1.21 **DEFINITIONS**

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

- A. “Improvements” 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. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:
- "This type of surety is for an initial term that expires on . This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the issuing bank notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this letter of credit will not be renewed.
- E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.
- F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:
1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09
 2. The expiration of the warranty period as provided in Section 3.08.

2.03 **PERFORMANCE BOND**

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

2.04 **ESCROW**

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

2.05 **LETTER OF CREDIT**

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

2.06 **PREREQUISITES OF CONSTRUCTION**

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

2.07 **ENGINEER**

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

2.08 **PLANS AND SPECIFICATIONS**

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

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

2.09 **QUALITY CONTROL PROGRAM**

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

2.10 **WORK SCHEDULE**

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

2.11 **MATERIALS**

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

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

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

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

2.13 **PLACEMENT OF UTILITIES**

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

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

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

2.15 **SURVEYOR**

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

2.16 **REQUIRED REPORTING**

A. *Quality Control*

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

B. *Construction Progress*

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

C. *Surveys*

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

D. *Well Logs/Test Hole Logs*

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

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

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

2.17 **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 nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

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

2.20 **ACCESS**

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

2.21 **MAINTENANCE**

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

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

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

- C. The Developer or 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 any and all easements or rights-of-way shall be prepared in accordance with city policies. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 **INSPECTION**

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

3.07 **CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS**

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

3.08 **DEVELOPER'S WARRANTY**

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year from the date 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:

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

3.10 **CITY'S REMEDIES UNDER WARRANTY**

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

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

3.11 **CONDITIONS OF REIMBURSEMENT**

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

3.12 **AUTHORITY**

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

DEVELOPER
WYLD, LLC
Noah Stam
821 E. Young Ave.
Coeur D'Alene, ID 83814
(208) 446-4506

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

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

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 _____)
) ss
County of _____)

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

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

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

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

McKinley Meadows Offsite Improvements

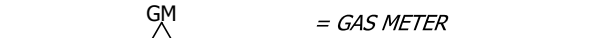
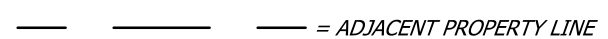
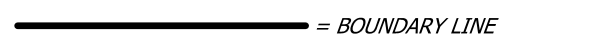
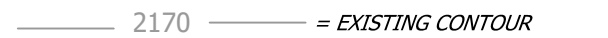
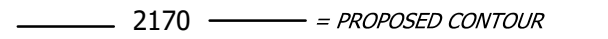
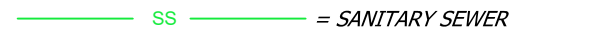
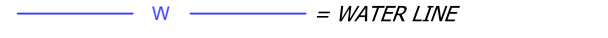
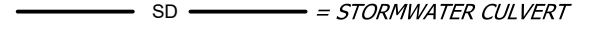
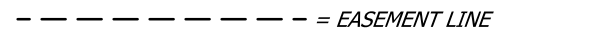
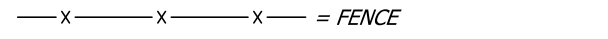
Developer to submit legal property description and reduced site plan.

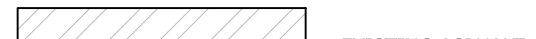
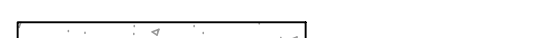
ATTACHMENT "A"

DIP-26-4
McKINLEY MEADOWS
OFFSITE WATER IMPROVEMENTS
DEVELOPMENT INFRASTRUCTURE PROJECT

A PORTION OF LOT 9, BLOCK 2, CHERRY ADDITION TO POST FALLS,
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE
5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO
CITY OF POST FALLS

LEGEND:

-  = CALCULATED POSITION
 = FOUND REBAR
 = FIRE HYDRANT
 = WATER VALVE
 = SANITARY SEWER MANHOLE
 = DRYWELL
 = STREET SIGN
 = STREET LIGHTING
 = ELECTRIC TRANSFORMER
 = GAS METER
 = ADJACENT PROPERTY LINE
 = BOUNDARY LINE
 = EXISTING CONTOUR
 = PROPOSED CONTOUR
 = SANITARY SEWER
 = WATER LINE
 = STORMWATER CULVERT
 = EASEMENT LINE
 = FENCE
 = EXISTING RAILROAD

-  = EXISTING ASPHALT
 = EXISTING CONCRETE
 = EXISTING BUILDING
 = PROPOSED ASPHALT

WATER INFRASTRUCTURE CONNECTION NOTE:
THE CONTRACTOR SHALL CONSTRUCT THE WATER INFRASTRUCTURE CUT-IN CONNECTION IMPROVEMENTS PER THIS PLAN. THE EAST 8" RSGV SHALL REMAIN "OFF" UNTIL SUCH TIME AS THE NEW WATER SYSTEM INFRASTRUCTURE, THROUGH THE SCHOOL DISTRICT GRANTED EASEMENT, HAS BEEN TESTED, AND ACCEPTED BY THE CITY WATER DEPARTMENT, OR AS PERMITTED FOR OPERATION BY THE CITY WATER DEPARTMENT.

TRAFFIC CONTROL PLAN:
THE CONTRACTOR SHALL PROVIDE THE CITY WITH A CERTIFIED TRAFFIC CONTROL PLAN FOR ALL WORK TAKING PLACE IN THE PUBLIC RIGHT OF WAY OF CHASE ROAD, PRIOR TO THE START OF CONSTRUCTION.

ABBREVIATIONS:

- CC CURB CUT/INLET
EL/ELEV ELEVATION
EG EXISTING GRADE
EX EXISTING
FG FINISH GRADE
FNC FENCE
FT FOOT/FEET
HMA HOT MIX ASPHALT
HP HIGH POINT
LF LINEAR FEET
LP LOW POINT
LT LEFT
NTS NOT TO SCALE
RT RIGHT
SF SQUARE FEET
SY SQUARE YARDS
TA TOP OF ASPHALT
TBC TOP BACK OF CURB
TFC TOP FACE OF CURB
TBM TEMPORARY BENCHMARK
TYP TYPICAL

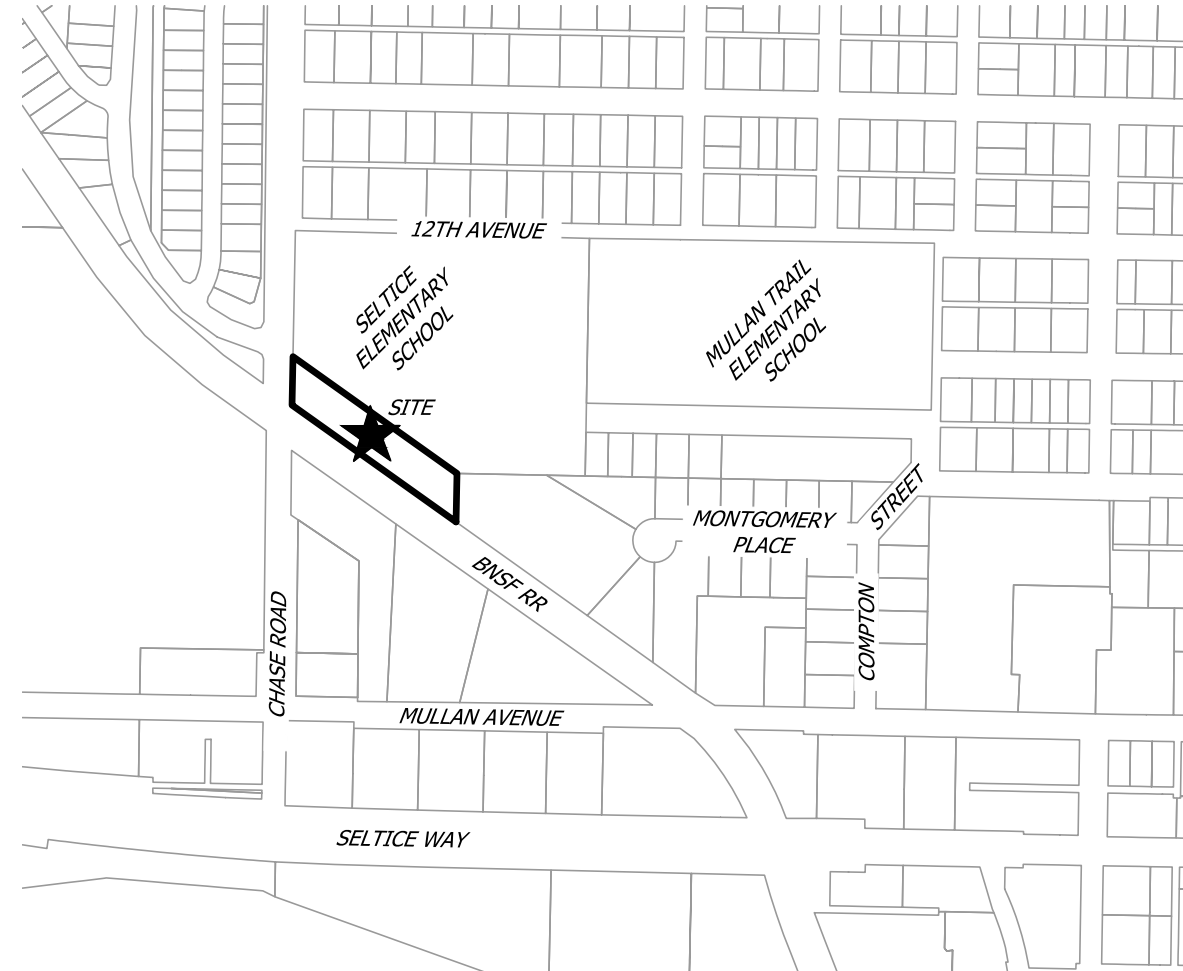
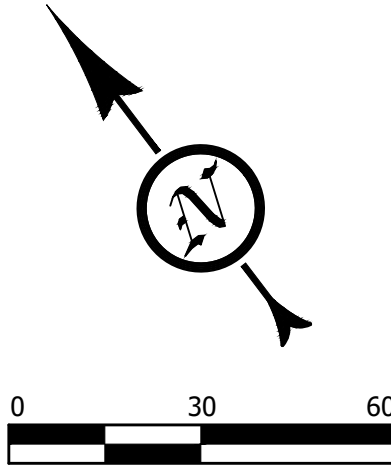
DATUM:

VERTICAL: NAVD88

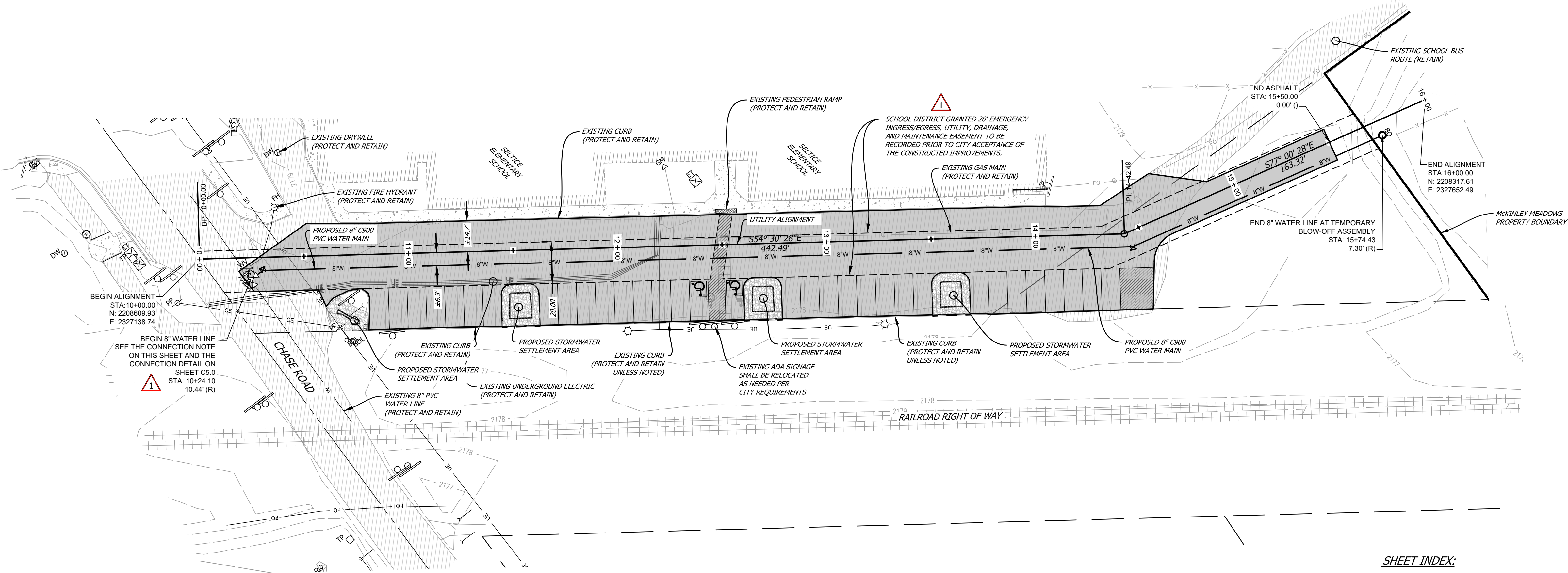
HORIZONTAL: ASSUMED

ENGINEER:

McARTHUR ENGINEERING,
SCOTT L. McARTHUR, PE
208.446.3307



VICINITY MAP
NTS



SHEET INDEX:

- C1.0 - PROJECT OVERVIEW
C1.1 - PROJECT NOTES
C1.2 - ISPPV WATER NOTES
C3.0 - WATER IMPROVEMENT PLAN AND PROFILE
C4.0 - PARKING LOT RESURFACING PLAN
C4.1 - PARKING LOT RESURFACING PLAN
C5.0 - PROJECT DETAILS

CITY OF POST FALLS APPROVAL

APPROVED BY:

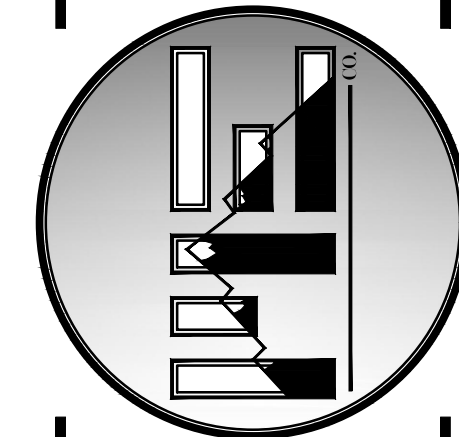
CITY ENGINEER

DATE

PROJECT SUMMARY:

THIS PROJECT SHALL CONSIST OF THE CONSTRUCTION OF CITY OF POST FALLS WATER SYSTEM INFRASTRUCTURE IMPROVEMENTS IN THE CHASE ROAD RIGHT OF WAY, AND WITHIN THE ADJACENT SOUTHERN PARKING LOT OF SELTICE ELEMENTARY, LOCATED AT 1100 NORTH CHASE ROAD, POST FALLS, IDAHO FOR THE FUTURE CONTINUATION OF THIS WATER INFRASTRUCTURE THROUGH THE MCKINLEY MEADOWS DEVELOPMENT. THIS WATER SYSTEM INFRASTRUCTURE SHALL BE LOCATED WITHIN A POST FALLS SCHOOL DISTRICT GRANTED EASEMENT (TO THE CITY OF POST FALLS), WITH ALL PIPING AND APPURTENANCES BEING DEDICATED TO THE CITY OF POST FALLS UPON THE COMPLETION OF CONSTRUCTION, AND THE SUCCESSFUL TESTING OF THE IMPROVEMENTS/CITY ACCEPTANCE OF THE IMPROVEMENTS. THIS PROJECT SHALL ALSO CONSIST OF A JOINT EFFORT BETWEEN THE PRIVATE DEVELOPER FOR MCKINLEY MEADOWS, AND THE POST FALLS SCHOOL DISTRICT TO RE-SURFACE THE SOUTHERN PARKING LOT FOR SELTICE ELEMENTARY. IN ADDITION TO THE RESURFACING OF THIS PARKING LOT, THE STORMWATER RUNOFF SHALL ALSO BE CONVEYED TO ONSITE STORMWATER BASINS BEFORE INFILTRATION OR OUTLET TO HISTORICAL DRAINAGE PATTERNS IN THIS AREA OF THE CITY. THIS WORK SHALL TAKE PLACE IN BETWEEN JUNE, 2026, AND AUGUST, 2026.

McARTHUR
ENGINEERING
McARTHUR-ENG.COM (208) 446-3307
PO BOX 2488, POST FALLS, ID 83877



REVISIONS:
2026-05-29 CITY COMMENTS



DIP-26-4
MCKINLEY MEADOWS
OFFSITE WATER IMPROVEMENTS
DEVELOPMENT INFRASTRUCTURE PROJECT
CITY OF POST FALLS, IDAHO



SURVEYED: TEO	DESIGNED: SLM	DRAWN: CS	CHECKED: SLW
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PROJECT OVERVIEW

SHEET # C1.0	PROJECT # MEZ025-075	DATE 05/29/2026
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Exhibit "A"
20' Ingress, Egress, Utility, Drainage, and maintenance Easement
Legal Description

A 20 foot wide strip of land over and across a portion of the Southwest Quarter of Section 34, Township 54 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described;

Commencing at the northwest corner of the Southwest Quarter of Section 34, Township 54 North, Range 5 West, from which the southwest corner of said Southwest Quarter of Section 34 bears South 00°37'50" West, a distance of 2637.99 feet;

Thence South 00°37'50" West along the west line of said Southwest Quarter of Section 34, a distance of 1759.12 feet;

Thence South 89°22'10" East leaving said west line of the Southwest Quarter of Section 34, a distance of 30.00 feet to the east right-of-way line of Chase Road, and the **Point of Beginning**;

Thence South 54°30'28" East leaving said east right-of-way line of Chase Road, a distance of 392.35 feet;

Thence South 77°00'28" East, a distance of 136.68 feet to the west line of Lot 9, Block 2, CHERRY ADDITION TO POST FALLS, as recorded in Book "D" of Plats, at Page 61, records of Kootenai County, Idaho, and the **Point of Terminus**;

Lengthening and shortening the sidelines of said 20-foot-wide strip of land so as to terminate on the east right-of-way line of Chase Road, and the west line of said Lot 9, Block 2, CHERRY ADDITION TO POST FALLS;

Containing 10,580 square feet or 0.243 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC



DATE
5/5/2026
JOB #
2025-385

33
34
POINT OF
COMMENCEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°22'10" E	30.00



6/5/26

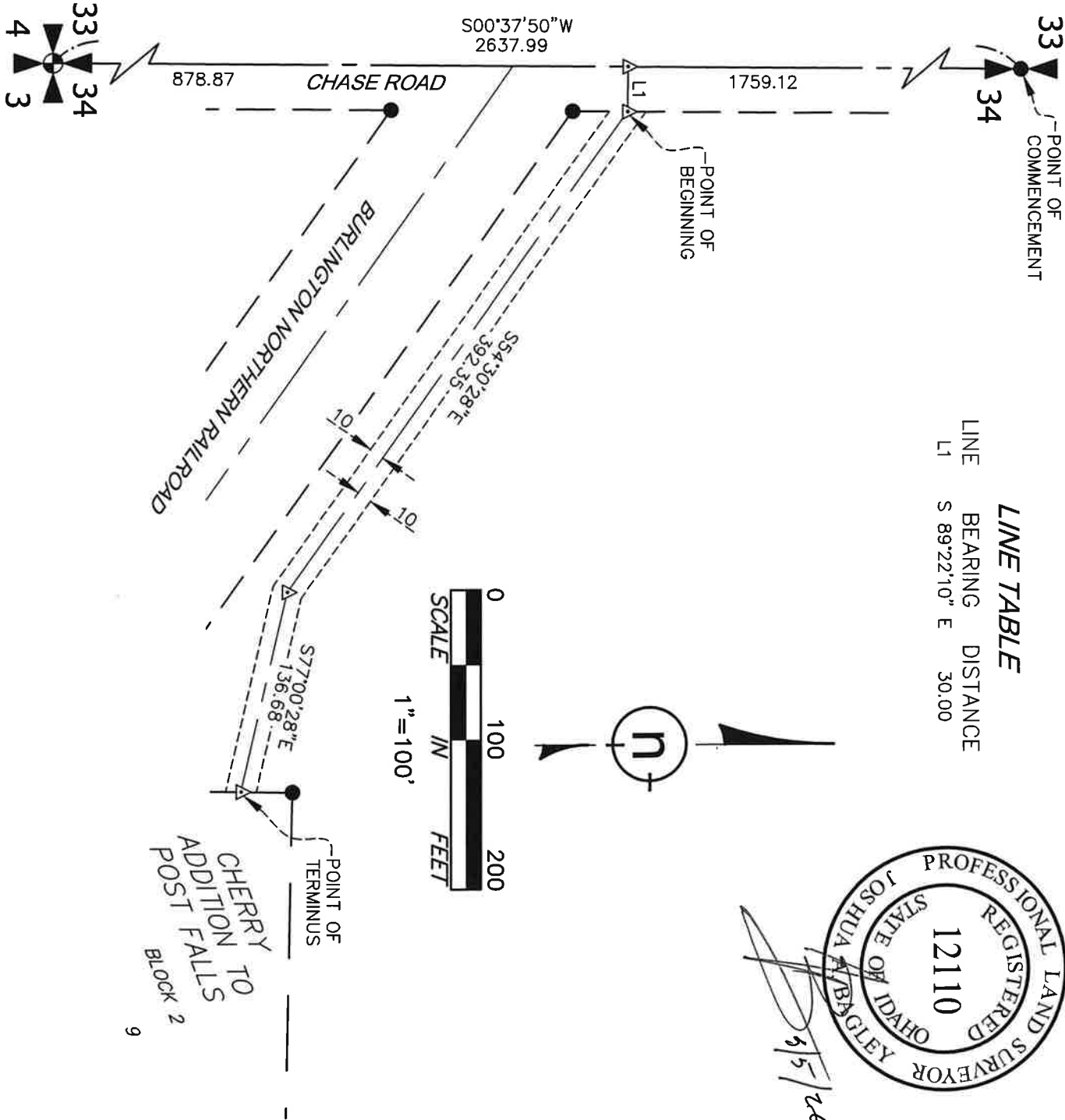
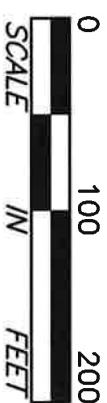
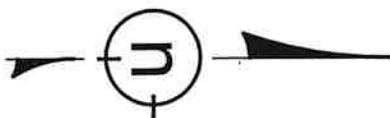


EXHIBIT "B"
**20' INGRESS, EGRESS, UTILITY, DRAINAGE,
AND MAINTENANCE EASEMENT**

SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.
KOOTENAI COUNTY, IDAHO



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

WYLD, LLC

FOR

McKinley Meadows Offsite Improvements

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

McKinley Meadows Offsite Improvements

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:
\$ 94,408.25
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding are required: **\$ -0-**
4. Street trees within public right-of-way: **\$ -0-**
5. Total cost of improvements: **\$ 94,408.25**
6. Warranty amount: **\$ 9,440.83**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

McKinley Meadows Offsite Improvements

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.

Conceptual Engineers Estimate of Probable Costs

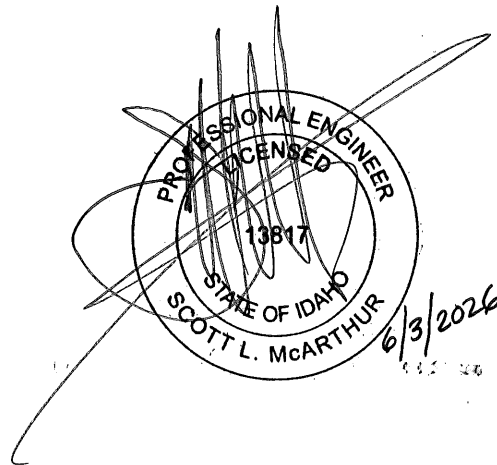
McKINLEY MEADOWS OFFSITE IMPROVEMENTS CONSTRUCTION IMPROVEMENT AGREEMENT

City of Post Falls, Idaho
June 3, 2026

1	Mobilization	1	LS	\$ 3,200.00	/	LS	\$ 3,200.00
2	Traffic Control	1	LS	\$ 2,990.00	/	LS	\$ 2,990.00
3	Demolition/Disposal of Asphalt	1,143	SY	\$ 9.90	/	SY	\$ 11,315.70
4	8" C900 PVC Water main and Appurtenances	554	LF	\$ 69.80	/	LF	\$ 38,669.20
5	3" HMA/4" Base/Subgrade (20' Esmt/ RW Only)	1,143	SY	\$ 33.45	/	SY	\$ 38,233.35
Estimated Total:							\$ 94,408.25

Notes

1. Estimated unit pricing provided by a project contractor.
2. Estimated quantities based on DIP-26-4 Plan Set within 20' easement, and Chase Road right of way only



ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

McKinley Meadows Offsite Improvements

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**

WYLD, LLC

FOR

McKinley Meadows Offsite Improvements

CONSTRUCTION DRAWINGS

Plans Titled: **McKinley Meadows Offsite Improvements**

Dated: **6/3/26**

By: **Scott McArthur, P.E.**

Sheets 1 through **7**

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

WYLD, LLC

FOR

McKinley Meadows Offsite Improvements

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Construction Schedule Summary:

Construction of the offsite improvements shall be completed between June 15, 2026 and August 15, 2026, while Post Falls School District is on summer break.

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

WYLD, LLC

FOR

McKinley Meadows Offsite Improvements

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		0
Commercial ROW		1	350		350
Residential ROW			150		0
Utility Trench					0
	1-200ft		250	0	0
	201-400 ft		350	0	0
	401-600 ft		400	0	0
	601-800 ft		450	0	0
	>800 ft		0	0.85	0
Curb and Gutter			150	0.6	0
Sidewalk/Approaches			150	0.6	0
Swales and Drywells					
	Swale		150	0.2	0
	Drywell		0	60	0
Pavement		1143	150	0.5	721.5
Water Pressure Test		1	0	120	120
Sewer Pressure Test			0	120	0
Street Trees			0	40	0
Total					1191.5

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

WYLD, LLC

FOR

McKinley Meadows Offsite Improvements

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Scott McArthur, P.E.**

ENGINEERING FIRM: **McArthur Engineering Company, LLC**

ADDRESS: **14841 N. Highway 41**

CITY: **Rathdrum** STATE: **ID** ZIP: **83858**

PHONE NO.: **208-446-3307**

E-MAIL ADDRESS: scott@mcArthur-eng.com

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

WYLD, LLC

FOR

McKinley Meadows Offsite Improvements

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

WYLD, LLC

FOR

McKinley Meadows Offsite Improvements

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of _____)
County of _____)
ss

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

WYLD, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **N/A**

Street light type: _____

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

Street light type: _____

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

TOTAL = \$_____

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

WYLD, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	\$ <u>N/A</u>
Capitalization Fee Based Upon Service Line Size	\$ <u>N/A</u>
Total Irrigation Connection Fee	\$ <u>N/A</u>

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

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

WYLD, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

N/A 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: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Rosewater Place Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Rosewater Place Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 25-lot subdivision located just north-west of the N. McGuire Rd. and W. Midway Ave. intersection. The application was submitted by North Idaho REI Team, LLC. The construction drawings were approved as meeting the requirements of the applicable standards of the City of Post Falls and East Green Acres Irrigation District (water purveyor).

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Painted Rock Annexation (ANNX-25-3) - October 07, 2025

Rosewater Place Subdivision Master Development Agreement (SUBD-25-10) - June 02, 2026

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. Rosewater Place Location Map
2. CIA - Rosewater Place



ROSEWATER PLACE LOCATION MAP

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER

North Idaho REI Team, LLC
435 W. Hanley Avenue Ste 100
Coeur D'Alene, ID 83815
(208) 964-0494

CITY

Randy Westlund, Mayor
City of Post Falls
408 Spokane Street
Post Falls, Idaho 83854
(208) 773-3511

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Randy Westlund, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)
) ss
County of Kootenai)

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

STATE OF IDAHO)
)ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Rosewater Place

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

ATTACHMENT "A"

Legal Description:

Tracts 61 and 62, Plat 5 of Greenacres Irrigation District according to the official plat thereof, filed in Book B of Plats at Page(s) 70, records of Kootenai County, Idaho

Except that portion of Tracts 61 described in the Deed to Spokane, National Railway Company, recorded March 7, 1906 in Book 18 of Deeds, Page 22, records of Kootenai County, Idaho.

Also excepting therefrom those portions of the Tracts 61 and 62, Plat 5, Greenacres Irrigation District, Kootenai County, State of Idaho, according to the Plat recorded in Book B of Plats, Page 70, described as follows:

Beginning at the Southwest corner of Tract 61, said point marked by a 1/2" iron pipe with yellow cap marked RLS 4182; thence

North 00°32'25" West, 553.83 feet along the West line of the said Tract 61 to the Southerly line of the Spokane International Railroad, said point marked by a 1/2" iron pipe with yellow cap marked RLS 4182; thence

North 60°14'50" East, 172.18 feet along said Southerly line to the North line of said Tract 61, said point marked by a 1/2" iron pipe with yellow cap marked RLS 4182; thence

South 89°28'53" East, 509.82 feet along the North line of said Tract 61 and Tract 62 to the Northeast corner of Tract 62, said point marked by a 1/2" iron pipe with yellow cap marked RLS 4182; thence

South 00°33'40" East, 199.54 feet along the East line of said Tract 62 to a 1/2" iron pipe with yellow cap marked RLS 4182; thence

North 89°28'53" West, 450.20 feet to a 1/2" iron pipe with yellow cap marked RLS 4182; thence

South 00°32'25" East, 441.14 feet to the South line of said Tract 61, said point marked by a 1/2" iron pipe with yellow cap marked RLS 4182; thence

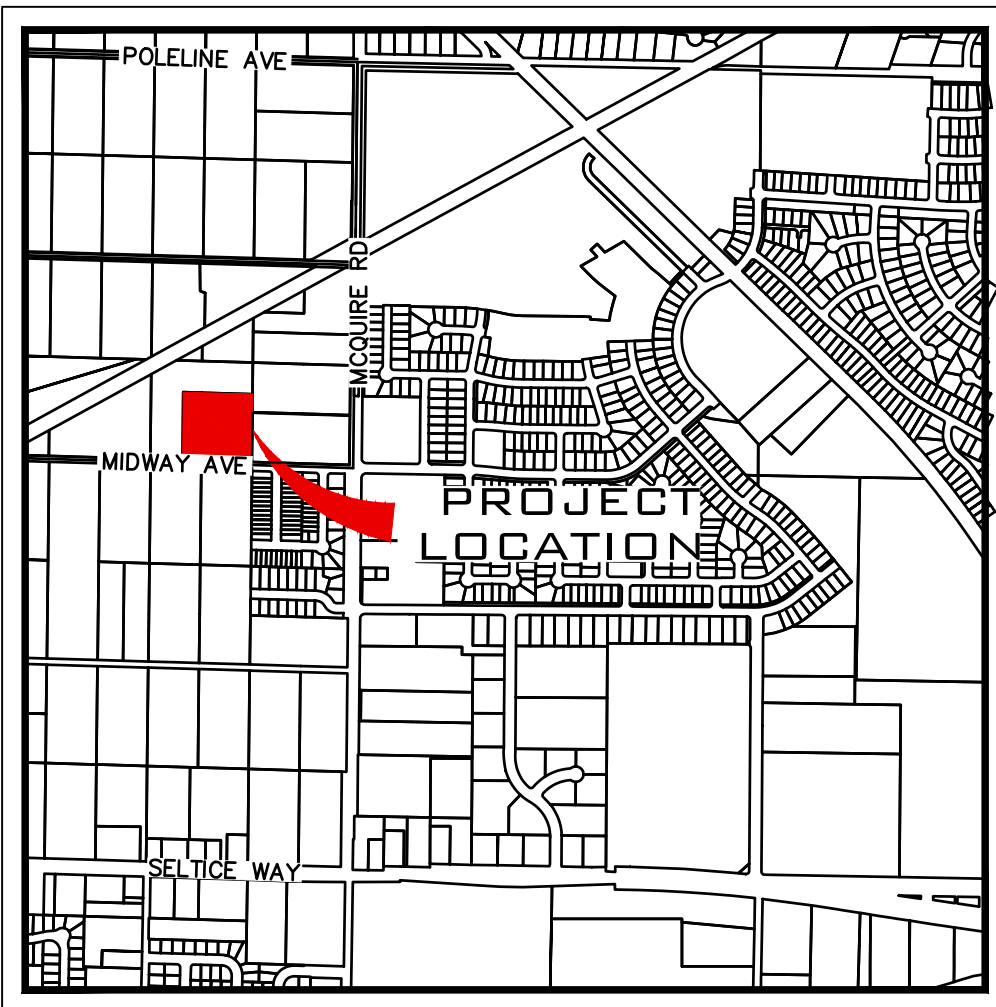
North 89°28'12" West, 210.00 feet along the South line of said Tract 61 to the Point of Beginning.

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

PRELIMINARY PLAT OF ROSEWATER PLACE

LOCATED IN A PORTION OF THE
NE 1/4, SEC 32, T 51 N, R 05 W, B.M.
POST FALLS, KOOTENAI COUNTY, IDAHO

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG



VICINITY MAP

SITE DATA			
PARCEL NUMBER		0296032061AA	
ZONING		R-2	
		SF	AC
PROJECT AREA		216,493.20	4.97
NUMBER OF LOTS		25	
NUMBER OF TRACTS		0	
		SF	AC
AREA OF LOTS		135,614.00	3.11
AREA OF TRACT(S)		0.00	0.00
OPEN SPACE TRACT(S)		0.00	0.00
MIN LOT AREA		5,028.00	0.12
MAX LOT AREA		6,555.00	0.15
DENSITY CALCULATIONS			
DENSITY (LOTS/AC)		5.03	
PERCENT OPEN SPACE		0.00%	
PHASING PLAN			
NONE. CONSTRUCT ALL AT ONE TIME.			
SERVICE PROVIDERS			
FIRE DISTRICT		KOOTENAI COUNTY FIRE DEPT	
WATER SERVICE		EAST GREENACRES IRRIGATION DISTRICT	
SANITARY SEWER SERVICE		CITY OF POST FALLS	

SHEET INDEX

PP1	PRELIMINARY PUD SITE PLAN
PP2	EXISTING TOPOGRAPHY
PP3	PRELIMINARY UTILITY PLAN
PP4	GRADING PLAN AND STREET SECTIONS
PP5	PRELIMINARY PROFILES
LS	LANDSCAPE PLAN

LEGAL DESCRIPTION

PROPERTY ID: P00000122770
LEGAL DESCRIPTION: GREENACRES IRR DISTRICT
PLAT 5, TRS 61 & 62 EX RW EX

ENGINEER/CONTACT

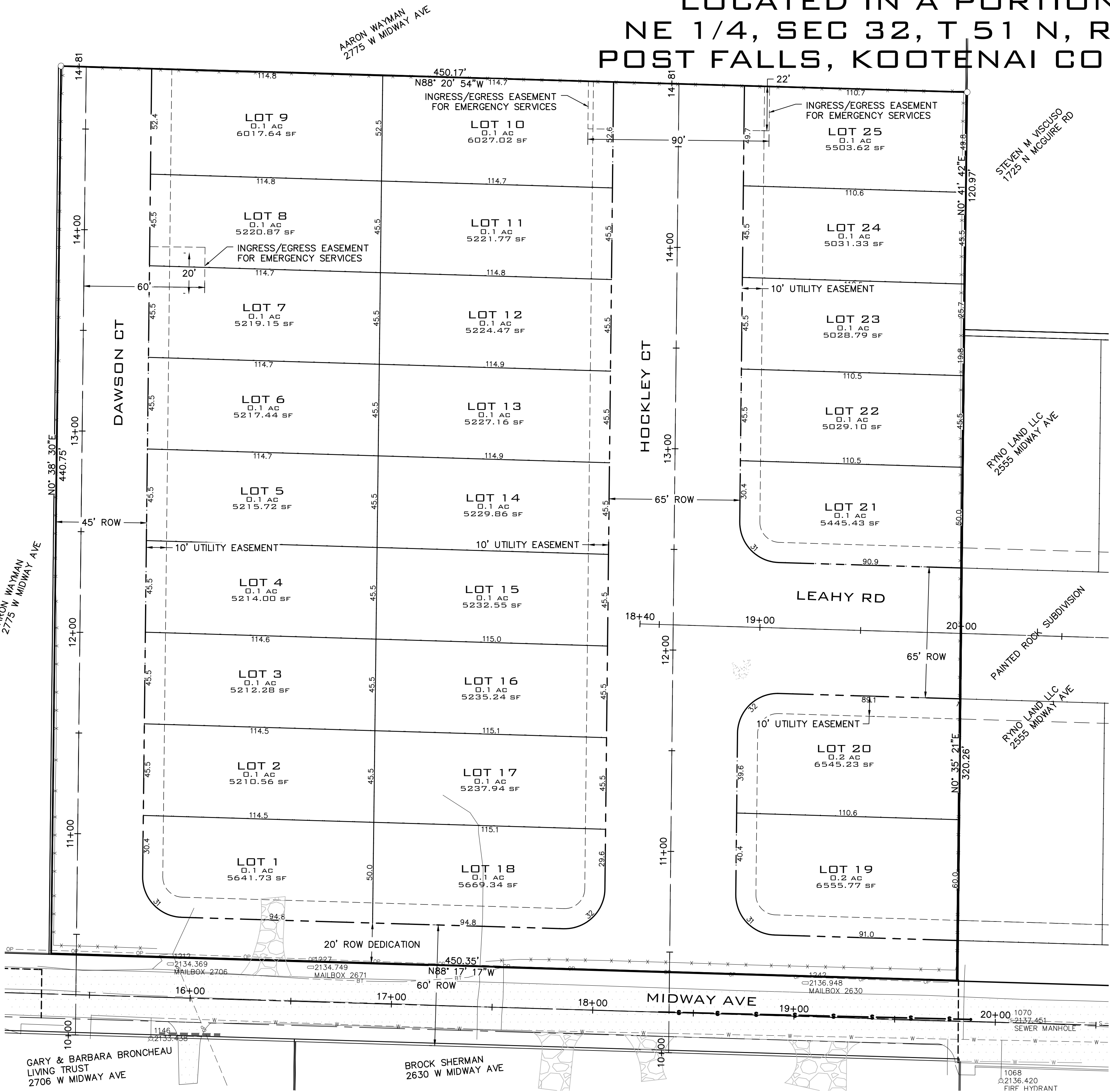
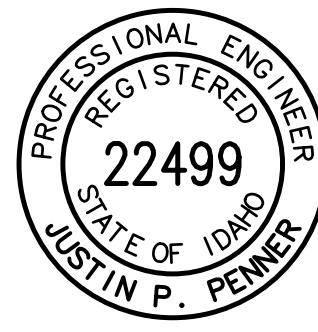
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: JUSTIN PENNER, P.E.

SURVEYOR

WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: WAYNE A LOCKMAN, P.L.S.

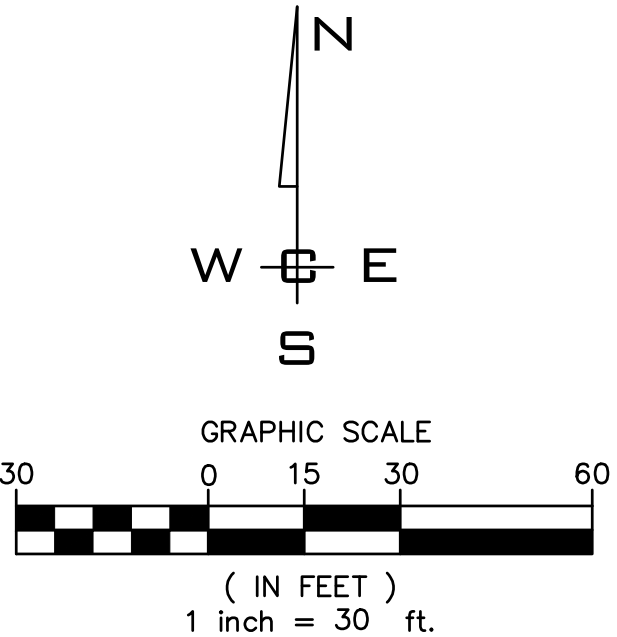
OWNER/DEVELOPER

NORTH IDAHO REI TEAM LLC
435 W HANLEY AVE STE #100
COEUR D'ALENE ID 83815



PRELIMINARY SITE PLAN

SCALE: 1"=30'



P:\WCE_WORK\2025 WCE PROJECTS\2025-3999 REI TEAM - 2671 W. MIDWAY POST FALLS\DWG\3999-PRELAT.DWG PLOT DATE: 12/05/25

NAVD - 88
XXX

NO.	DATE	BY	REVISIONS

SCALE:

HORIZONTAL:

1"=30'

VERTICAL:

N/A

PROJ #: 25-3999

DATE: 12/02/25

DRAWN: JPP

REVIEWED: TRW

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER



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

ROSEWATER PLACE
PRELIMINARY SITE PLAN

2671 MIDWAY AVE
POST FALLS, IDAHO

SHEET
PP1

JOB NUMBER
25-3999

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

North Idaho REI Team, LLC

FOR

Rosewater Place

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Rosewater Place

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:
\$ 765,462.61
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 208,100.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 14,400.00**
5. Total cost of improvements: **\$ 987,962.61**
6. Warranty amount: **\$ 74,097.20**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Rosewater Place

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"



WHIPPLE CONSULTING ENGINEERS
PRELIMINARY OPINION OF PROBABLE COST
JPP
4/21/2026

PROJECT REI Team - Rosewater Place

WCE # 2025-3999

Includes public roads, private roads, on-water, off-site water, sewer, drainage and eng. estimate.

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	PERCENT COMPLETE	BOND
SEWER							
101	SEWER PIPE, 8-INCH PVC	LF	1367	\$80.00	\$109,360.00	0.00%	\$109,360.00
102	CONNECT TO EXISTING	EA	1	\$8,500.00	\$8,500.00	0.00%	\$8,500.00
103	MANHOLE, TYPE I-48	EA	6	\$5,000.00	\$30,000.00	0.00%	\$30,000.00
104	SIDE SEWER SERVICE ACCESSORIES	EA	25	\$3,500.00	\$87,500.00	0.00%	\$87,500.00
105	FORCE MAIN FLUSH POINT	EA	0	\$5,000.00	\$0.00	0.00%	\$0.00
106	FORCE MAIN, 2-INCH PVC	LF	0	\$40.00	\$0.00	0.00%	\$0.00
ON SITE SEWER SUBTOTAL					\$235,360.00		\$235,360.00
WATER							
201	WATER MAIN INCL. MISC. FITTINGS, 8" PVC	L.F.	1520	\$80.00	\$121,600.00	0.00%	\$121,600.00
202	CONNECT TO EXISTING	EA	3	\$8,500.00	\$25,500.00	0.00%	\$25,500.00
203	RESILIENT SEAT GATE VALVE, 8-INCH	EA	5	\$1,250.00	\$6,250.00	0.00%	\$6,250.00
204	WATER SERVICE, 1", INCL. TRENCH	EA	25	\$1,050.00	\$26,250.00	0.00%	\$26,250.00
205	PERMANENT BLOWOFF	EA	2	\$3,000.00	\$6,000.00	0.00%	\$6,000.00
206	FIRE HYDRANTS	EA	3	\$7,500.00	\$22,500.00	0.00%	\$22,500.00
SUBTOTAL					\$208,100.00		\$208,100.00
STREETS/STORM							
301	CLEARING AND ROUGH GRADING	LF	1520	\$5.00	\$7,600.00	0.00%	\$7,600.00
302	FINE GRADING	LF	1520	\$5.00	\$7,600.00	0.00%	\$7,600.00
303	CEMENT CONCRETE CURB	LF	1880	\$35.00	\$65,800.00	0.00%	\$65,800.00
304	CEMENT CONCRETE SIDEWALK	SY	1044	\$55.00	\$57,444.44	0.00%	\$57,444.44
305	ASPHALT, 3" ON 6"	SY	4898	\$25.00	\$122,444.44	0.00%	\$122,444.44
306	ADJUST VALVE BOXES	EA	9	\$1,000.00	\$9,000.00	0.00%	\$9,000.00
307	ADJUST MANHOLES OR DRYWELLS	EA	7	\$1,000.00	\$7,000.00	0.00%	\$7,000.00
308	CURB RAMPS	EA	9	\$2,500.00	\$22,500.00	0.00%	\$22,500.00
309	CURB INLETS	EA	25	\$250.00	\$6,250.00	0.00%	\$6,250.00
309	STREET TREE	EA	24	\$600.00	\$14,400.00	0.00%	\$14,400.00
310	SWALES/LANDSCAPING (PLANTER STRIP)	SF	14800	\$3.50	\$51,800.00	0.00%	\$51,800.00
311	DRYWELL (600 GALLON)	EA	7	\$3,000.00	\$21,000.00	0.00%	\$21,000.00
312	DRYWELL (1000 GALLON)	EA	0	\$3,500.00	\$0.00	0.00%	\$0.00
313	STORM PIPE (12")	LF	0	\$50.00	\$0.00	0.00%	\$0.00
314	SIGNING	EA	7	\$750.00	\$5,250.00	0.00%	\$5,250.00
OFFSITE STREETS SUBTOTAL					\$398,088.89		\$398,088.89
OTHER COSTS							
401	MOBILIZATION	LS	1	\$21,038.72	\$21,038.72	0.00%	\$21,038.72
402	CLEARING & GRUBBING	AC	4.5	\$2,750.00	\$12,375.00	0.00%	\$12,375.00
403	EROSION CONTROL	LF	1800	\$20.00	\$36,000.00	0.00%	\$36,000.00
404	UTILITY TRENCHING	LF	2000	\$7.50	\$15,000.00	0.00%	\$15,000.00
405	LIGHTING	EA	7	\$3,500.00	\$24,500.00	0.00%	\$24,500.00
406	CONSTRUCTION STAKING	LS	1	\$30,000.00	\$30,000.00	0.00%	\$30,000.00
407	FINAL ENGINEERING (ASBUILTS, SURVEY CORNERS)	LS	1	\$7,500.00	\$7,500.00	0.00%	\$7,500.00
OTHER COSTS SUBTOTAL					\$146,413.72		\$146,413.72
TOTAL	CIA AGREEMENT COST ESTIMATE				\$987,962.61		\$987,962.61
	BOND AMOUNT (150% of unfinished items)						

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Rosewater Place

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

ATTACHMENT "D"

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

North Idaho REI Team, LLC

FOR

Rosewater Place

CONSTRUCTION DRAWINGS

Plans Titled: **Construction Plans for Rosewater Place**

Dated: **6/3/26**

By: **Justin Penner, P.E.**

Sheets 1 through 17

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

North Idaho REI Team, LLC

FOR

Rosewater Place

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

WCE SCHEDULE

ID	Project Name	Owner	Start	End
	Rosewater Place	North Idaho REI Team LLC		
	Construction Schedule			
	Plan Approval		May 1, 2026	May 1, 2026
	Start Construction		May 4, 2026	
	Excavation/Grade		May 4, 2026	May 15, 2026
	Water/Sewer Tie in (Midway)		May 18, 2026	May 22, 2026
	Water/Sewer Installation		May 25, 2026	June 12, 2026
	Grade Curb/Sidewalk		June 15, 2026	June 19, 2026
	Pour Curb/Sidewalk		June 19, 2026	June 26, 2026
	Pave Roadway		June 29, 2026	June 29, 2026
	Walk-Thru/Certification		July 6, 2002	July 17, 2026

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

North Idaho REI Team, LLC

FOR

Rosewater Place

ENGINEERING SERVICES FEE SUMMARY

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

25 Lots X \$350.00 = **\$ 8,750.00**

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

North Idaho REI Team, LLC

FOR

STREET LIGHT CHARGES

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

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

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

8 lights X 12 months X \$ 13.18 per month = \$ 1,265.28

Street light type: _____

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

TOTAL = \$ 1,265.28

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

North Idaho REI Team, LLC

FOR

Rosewater Place

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

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

_____ (# of SF homes) x \$7,621.00 = \$_____

_____ (# of Commercial service units) x \$7,621.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,621.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

North Idaho REI Team, LLC

FOR

Rosewater Place

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,278.00 Residential	=	\$ _____
_____ x	1"	= \$5,463.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$10,925.00	=	\$ _____
_____ x	2"	= \$17,479.00	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

North Idaho REI Team, LLC

FOR

Rosewater Place

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Justin Penner, P.E.

ENGINEERING FIRM: Whipple Consulting Engineers, Inc.

ADDRESS: 21 South Pines

CITY: Spokane Valley **STATE:** WA **ZIP:** 99206

PHONE NO.: (509) 893-2617

E-MAIL ADDRESS: jpenner@whipplece.com

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

North Idaho REI Team, LLC

FOR

Rosewater Place

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

North Idaho REI Team, LLC

FOR

Rosewater Place

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)ss
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

North Idaho REI Team, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: Klondike Crossing Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Klondike Crossing Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 21-lot subdivision located at the south-west corner of W. Poleline Ave. and N. McGuire Rd. The application was submitted by Prestige EMC, LLC. The construction drawings were approved as meeting the applicable standards of the City of Post Falls and East Green Acres Irrigation District (water purveyor).

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

See Consent Agenda item for MDA (SUBD-26-2)

APPROVED OR DIRECTION GIVEN:

n/a

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

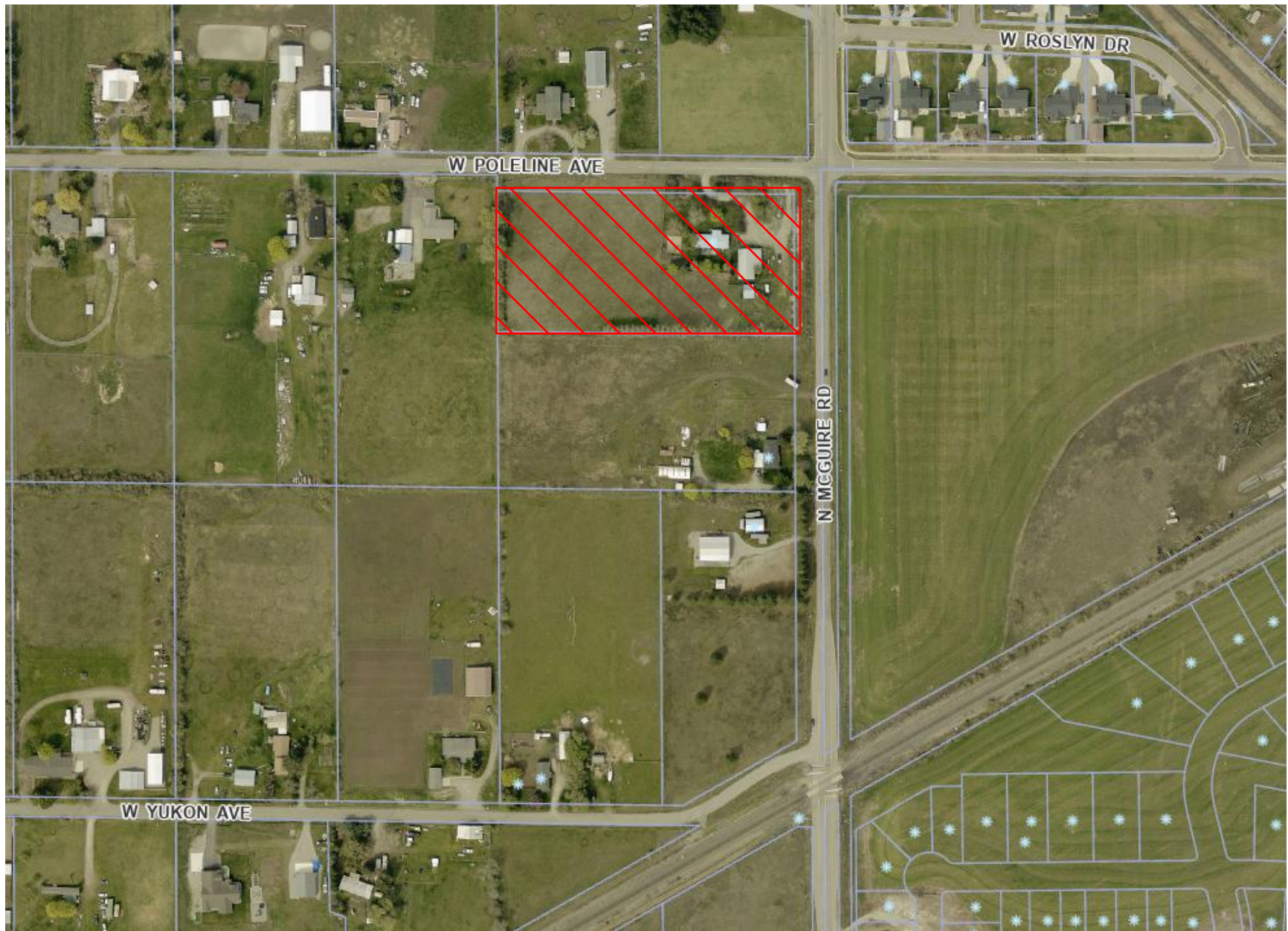
Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Klondike Location Map
2. CIA - Klondike Crossing



Klondike Crossing Location Map

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER
Paul Elfers, Member
Prestige EMC, LLC
PO Box 1692
Sumner, WA 98390

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Randy Westlund, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)
) ss
County of Kootenai)

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

STATE OF IDAHO)
)ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Klondike Crossing

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

ATTACHMENT "A"

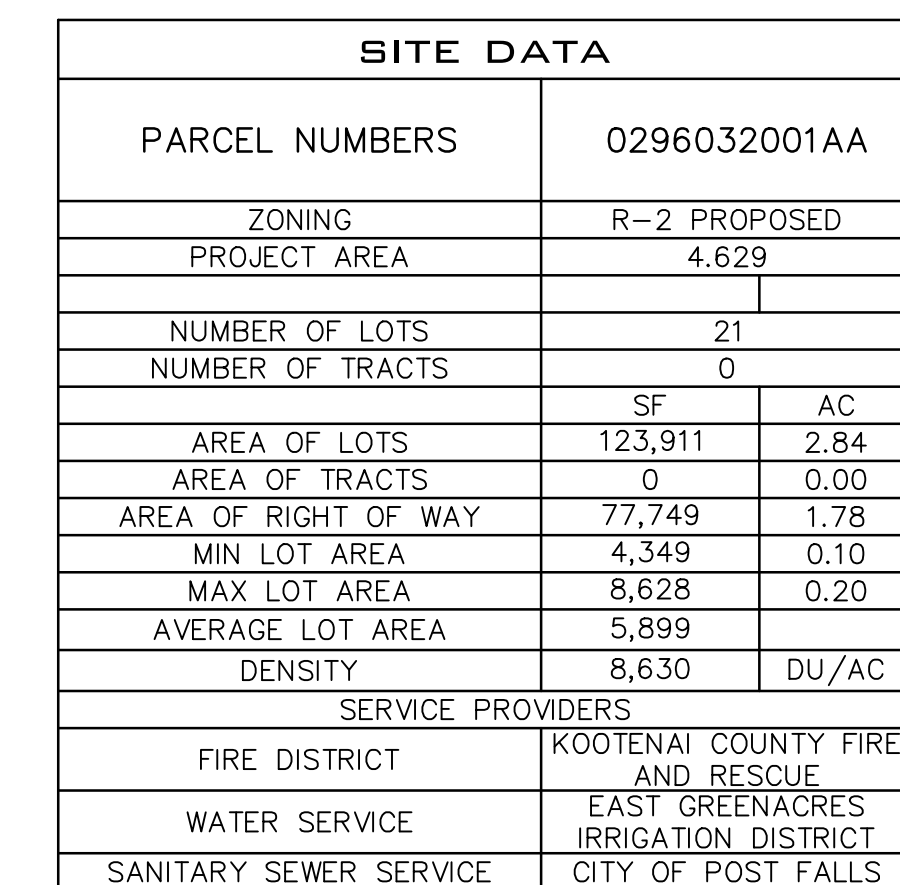
KLONDIKE CROSSING SUBDIVISION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE
MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

The North half of Tracts 1 and 2, of Plat 5, Greenacres Irrigation Districts, according to
the plat thereof, recorded in Book B of Plats at Page 70, records of Kootenai County,
Idaho;

Less existing rights of way.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG



SHEET
PP1

JOB NUMBER
25-4098

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

Prestige EMC, LLC

FOR

Klondike Crossing

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Klondike Crossing

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: **\$ 806,349.20**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 197,154.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 8,400.00**
5. Total cost of improvements: **\$ 1,011,903.20**
6. Warranty amount: **\$ 50,595.16**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Klondike Crossing

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

KLONDIKE CROSSING CIA- SURETY ESTIMATE

Scope of Work:

Description	Quan	Unit	Unit Price	Ext Price
MOBILIZATION	1	LS	\$65,000.00	\$65,000.00
STRIP ROW TO EXPORT	1	LS	\$67,000.00	\$67,000.00
CONNECT TO EXIST SEWER	2	EA	\$12,000.00	\$24,000.00
48" SEWER MANHOLE	3	EA	\$4,875.00	\$14,625.00
8" SEWER MAIN	772	LF	\$54.80	\$42,305.60
4" SEWER SERVICES	21	EA	\$1,335.00	\$28,035.00
CONNECT TO EXIST WATER	4	EA	\$2,920.00	\$11,680.00
8" WATER MAIN PVC	1434	LF	\$61.00	\$87,474.00
1" WATER SERVICES	22	EA	\$3,600.00	\$79,200.00
BLOW OFF	0	EA	\$4,360.00	\$0.00
FIRE HYDRANTS	2	EA	\$9,400.00	\$18,800.00
SINGLE DRYWELLS	7	EA	\$3,472.00	\$24,304.00
SWALES & GREENSPACES INCL 4" TOPSOIL	1	LS	\$25,500.00	\$25,500.00
EXC TO EMBANK INCL IMPORT	1	LS	\$95,000.00	\$95,000.00
SUBGRADE ROAD	1	LS	\$8,100.00	\$8,100.00
ROLLED CURB	1,426	LF	\$24.50	\$34,937.00
CURB AND GUTTER	991	LF	\$26.90	\$26,657.90
SCUPPERS	39	EA	\$175.00	\$6,825.00
4" SIDEWALKS	7,659	SF	\$7.30	\$55,910.70
6" SIDEWALKS	0	SF	\$9.05	\$0.00
PED RAMPS	13	EA	\$2,360.00	\$30,680.00
CONCRETE APPROACHES	0	SF	\$9.05	\$0.00
MAILBOX PAD	2	EA	\$1,075.00	\$2,150.00
2/4" PAVING	2,792	SY	\$23.00	\$64,216.00
4/6" PAVE WIDENING	1,372	SY	\$51.50	\$70,658.00
3/4" PAVE WIDENING	0	SY	\$39.50	\$0.00
2/4" PATHWAY PAVING	918	SY	\$40.00	\$36,720.00
PIPELINE CROSSING	0	EA	\$6000.00	\$0.00
PAVED APPROACH	0	SY	\$70.00	\$0.00
UTILITY TRENCHING	2,500	LF	\$10.50	\$26,250.00
SIGNS & STRIPING	1	LS	\$18,000.00	\$18,000.00
CONSTRUCTION ENTRANCE	1	EA	\$2,320.00	\$2,320.00
INLET PROTECTION	7	EA	\$135.00	\$945.00
TRAFFIC CONTROL	1	LS	\$16,000.00	\$16,000.00
IRRIGATION SLEEVES	220	LF	\$10.50	\$2,310.00
DEMO A/C, SEPTIC & RELOCATE MAILBOX	1	LS	\$12,300.00	\$12,300.00
STREET LIGHTS	7	EA	\$800.00	\$5,600.00
STREET TREES	14	EA	\$600.00	\$8,400.00
Grand Total:				\$1,011,903.20

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Klondike Crossing

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

ATTACHMENT "D"

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

Prestige EMC, LLC

FOR

Klondike Crossing

CONSTRUCTION DRAWINGS

Plans Titled: **Klondike Crossing**

Dated: **6/1/2026**

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

Sheets 1 through 16

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

Prestige EMC, LLC

FOR

Klondike Crossing

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

CONSTRUCTION SCHEDULE

MOBILIZATION: 6/15/26

STRIPPING: 6/16/26 TO 6/22/26

SEWER PIPE: 6/23/26 TO 7/27/26

SEWER SERVICES: 7/27/26 TO 8/10/26

WATER PIPE: 8/10/26 TO 8/24/26

WATER SERVICES: 8/24/26 TO 9/7/26

DRYWELLS/UTILITY CROSSINGS: 9/7/26 TO 9/25/26

GRADING/CURB: 9/25/26 TO 10/15/26

ROCK AND PAVE: 10/15/26 TO 10/24/26

SIDEWALK/SCUPPERS/SIGNAGE/STRIPING: 10/24/26 TO 11/15/26

SWALES/CLEANUP: 11/15/26 TO 11/30/26

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

Prestige EMC, LLC

FOR

Klondike Crossing

ENGINEERING SERVICES FEE SUMMARY

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

21 Lots X \$350.00 = \$ **7,350.00**

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

Prestige EMC, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

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

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

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

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

TOTAL = \$ 1265.28

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

Prestige EMC, LLC

FOR

Klondike Crossing

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

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

_____ (# of SF homes) x \$7,621.00 = \$_____

_____ (# of Commercial service units) x \$7,621.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,621.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Prestige EMC, LLC

FOR

Klondike Crossing

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

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

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

Water Cap Fees

_____	x	3/4" – 1"	= \$3,278.00 Residential	=	\$	_____
_____	x	1"	= \$5,463.00 Commercial	=	\$	_____
_____	x	1-1/2"	= \$10,925.00	=	\$	_____
_____	x	2"	= \$17,479.00	=	\$	_____

Meter Fees

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

ACCOUNT FEES

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

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

Prestige EMC, LLC

FOR

Klondike Crossing

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Ray Kimball, P.E.

ENGINEERING FIRM: Whipple Consulting Engineers

ADDRESS: 21 S. Pines Rd

CITY: Spokane Valley **STATE:** WA **ZIP:** 99206

PHONE NO.: 509-893-2617

E-MAIL ADDRESS: rkimball@whipplece.com

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

Prestige EMC, LLC

FOR

Klondike Crossing

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Prestige EMC, LLC

FOR

Klondike Crossing

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)ss
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Prestige EMC, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: Legacy Riverbend Condos Final Plat Approval

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Legacy Riverbend Condos.

DISCUSSION:

This project is located on the Northeast corner of W. St. Joe Ave. and N. Clearwater Lp. The plat has been reviewed by staff and found to be in conformance with City Standards and the requirements of the approved site plan.

The plat is returned to the City Council for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of improvements. The project has been completed and surety is not required.

***Approved plat attached. Original mylars to Clerk prior to meeting.

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

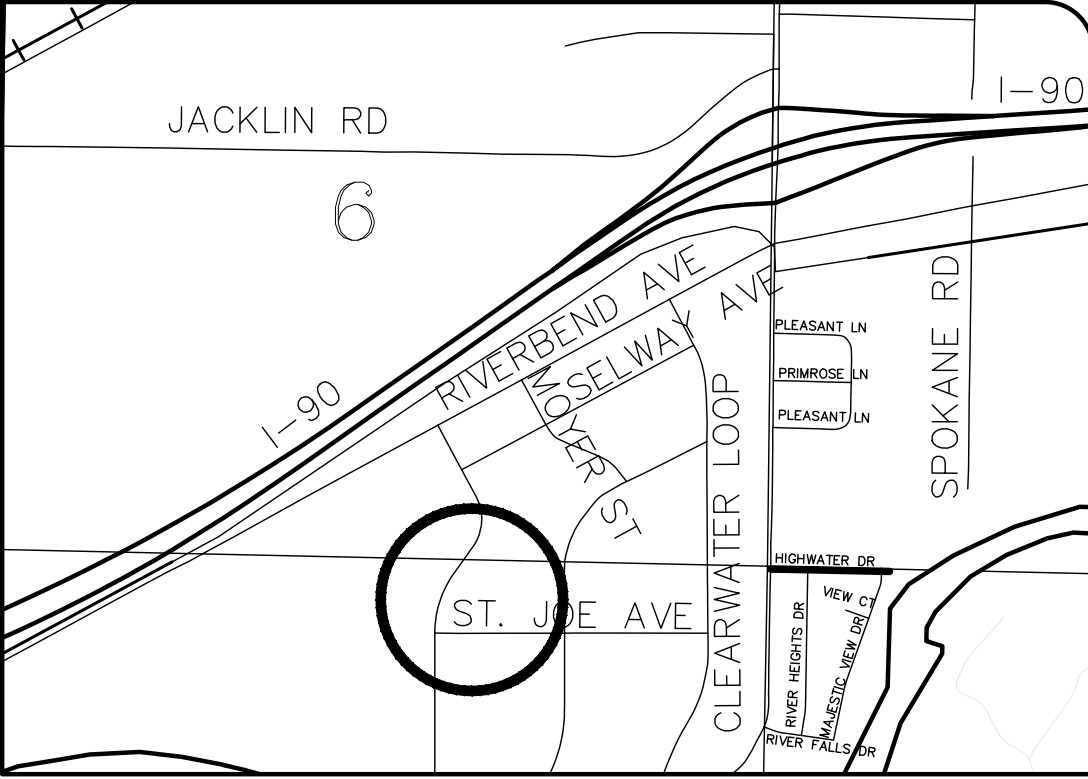
ATTACHMENTS:

1. Legacy Riverbend Condos Plat Location Map
2. Legacy Riverbend Condo Plat Draft



LEGACY RIVERBEND CONDO PLAT LOCATION MAP

LEGACY RIVERBEND CONDO
REPLAT OF LOT 9, BLOCK 2, RIVERBEND COMMERCE PARK PHASE II
SITUATE IN THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 50 NORTH, RANGE 05 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO
PAGE 1 OF 2



VICINITY MAP
NO SCALE

OWNERS CERTIFICATE

BE IT KNOWN BY THOSE PRESENT THAT LEGACY RIVERBEND, LLC, AN IDAHO LIMITED LIABILITY COMPANY DOES HEREBY CERTIFY THAT THEY HAVE LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN HENCEFORTH AS **"LEGACY RIVERBEND CONDO"**, BEING A REPLAT OF LOT 9, BLOCK 2, RIVERBEND COMMERCE PARK PHASE II AS RECORDED WITH KOOTENAI COUNTY IN BOOK "F" OF PLATS AT PAGE 240. SITUATE IN THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 50 NORTH, RANGE 05 WEST OF THE BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO;

SAID DESCRIBED LOT CONTAINING 1.069 ACRES (46,579 SQUARE FEET), MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWAGE DISPOSAL SHALL BE PROVIDED BY THE CITY OF POST FALLS.

DOMESTIC WATER PURVEYOR FOR THIS PLAT SHALL BE THE CITY OF POST FALLS.

CHRISTOPHER HOLECEK, MANAGER
LEGACY RIVERBEND, LLC.

NOTARY PUBLIC CERTIFICATE

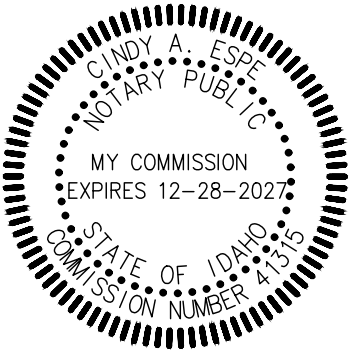
STATE OF IDAHO
COUNTY OF KOOTENAI

S.S. }

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025,
BY CHRISTOPHER HOLECEK AS MANAGER OF LEGACY RIVERBEND, LLC.

NOTARY PUBLIC FOR THE STATE OF IDAHO

COMMISSION EXPIRES: _____.



HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING THE **CITY OF POST FALLS** AND THE QIPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

THIS _____ DAY OF _____, 2025.

PANHANDLE HEALTH DISTRICT I

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY CITY COUNCIL OF POST FALLS, IDAHO.

DATED THIS _____ DAY OF _____, 2025.

CITY OF POST FALLS, MAYOR

ATTEST: CITY OF POST FALLS, CLERK

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT,
THIS _____ DAY OF _____, 2025.

CITY OF POST FALLS, ENGINEER

COUNTY RECORDER

THIS PLAT WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY, IDAHO, RECORDER AT THE REQUEST OF A.T.S., INC. .

THIS _____ DAY OF _____, 2025, AT _____ O'CLOCK ____ M.

AS INSTRUMENT NUMBER _____ AND DULY RECORDED

IN BOOK _____ OF PLATS, AT PAGES _____.

KOOTENAI COUNTY RECORDER

BY: _____ DEPUTY
FEE: _____.

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH

DATED THIS _____ DAY OF _____, 2025.

KOOTENAI COUNTY, TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 2025.



KOOTENAI COUNTY, SURVEYOR

SURVEYOR'S CERTIFICATE

I, MATTHEW B. MAYBERRY, P.L.S. #8962, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF OCTOBER 2025. THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT ALL MONUMENTS HAVE BEEN SET AS DEPICTED ON PAGE 2 OF THIS PLAT, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.





ADVANCED
TECHNOLOGY
SURVEYING &
ENGINEERING
INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
PH. (208)-772-2745 • FAX (208)-762-7731

SCALE: N/A
CHECKED BY: MBM
DATE: 11-06-2025
DRAWN BY: TWW
DATE: 11-06-2025
DWG: PLAT
PROJ: 25-129

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: John Beacham, Public Works Director
SUBJECT: Permit Application for Post Falls Parade

ITEM AND RECOMMENDED ACTION:

Staff request ratification of the permit from the Idaho Transportation Department for the Post Falls Parade.

DISCUSSION:

Due to the lack of a community organization to lead the Post Falls Parade the weekend of July 11th, City Staff have been directed to organize and host the parade. In order to hold a parade on Seltice Way, which is part of the I-90 Business Loop, a permit is required from the Idaho Transportation Department. This permit outlines the requirements for items such as traffic control, notification, and liability.

The needed permit has been secured for the parade. Formal acceptance of the contract with ITD from the Council is necessary to authorize the acceptance of the terms.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

April 7th - 2026 Post Falls Parade Update

APPROVED OR DIRECTION GIVEN:

The consensus was to host the parade.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The permit for the parade is free. Other costs were discussed at the April 7th Council Meeting.

BUDGET CODE:

N/A

ATTACHMENTS:

1. ITD Permit for Post Falls Days Parade 2026



IDAHO TRANSPORTATION DEPARTMENT

600 W. Prairie Ave.
Coeur d'Alene, ID 83815-8764

(208) 772-1200
itd.idaho.gov

June 4, 2026

City of Post Falls
Attn: John Beacham
jbeacham@postfalls.gov

**RE: Special Events Agreement Permit No. 1-26-360-S
2026 Post Falls Festival Parade**

Dear John Beacham,

Enclosed is the signed original permit to use Idaho right-of-way for the Post Falls Days Parade to be held on July 11, 2026. The agreement has been approved for that portion of Spokane Street and Seltice Way as described in your application.

If you have any questions, please don't hesitate to contact our offices. Have a safe and successful event.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Symone Legg', is written over a light blue rectangular background.

Symone Legg
District 1 Traffic

cc: DTE/file
MTNCE/Gibson



AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS – LOCAL GOVERNMENT SPONSOR

THIS AGREEMENT, made and entered on May 29, 2026, by and between the Idaho Transportation Department, hereafter called the "Department," and City of Post Falls, whose address is: 408 N. Spokane Street, Post Falls ID 83854, and phone number is: 208-457-3374 and E-Mail is: jbeacham@postfalls.gov hereinafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a Parade event called the Post Falls Festival - America 250 Parade located in Post Falls On I-90B from Milepost 4.7 to Milepost 5.2

on the following date(s) and times July 11, 2026 11:00 AM - July 11, 2026 1:00 PM and

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree as follows:

SECTION I: THE SPONSOR SHALL:

Prior to completion of this agreement.

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters' Traffic Section for further assistance in determining the minimum insurance coverage required for all events.

Evidence of Insurance.

Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement.

- All certificates shall provide for (30) day's written notice to the State of Idaho prior to cancellation or material change of any insurance referred to herein.
- Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this Agreement at the State of Idaho's option.
- The Sponsor shall require all subcontractors to carry liability insurance in the minimum amount of \$1,000,000 and name the Idaho Transportation Department as an additional insured.

Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. City of Post Falls as sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

Indemnification

City of Post Falls shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of or relating to the activities of City of Post Falls or its officers, employees, subcontractors, or agents under the Post Falls Festival - America 250 Parade Agreement, or arising from City of Post Falls, its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of City of Post Falls, its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

Required Insurance Coverage

City of Post Falls shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

- **General Liability Insurance.** City of Post Falls shall maintain general liability (GL) insurance with a limit of not less than the minimum required under the Idaho Tort Claims Act.
- **Automobile Liability Insurance,** if applicable. City of Post Falls shall maintain automobile liability insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than the minimum required under the Idaho Tort Claims Act.
- **Workers' Compensation.** City of Post Falls, where required by law, shall maintain all statutorily required coverage including Employer's Liability limit of not less than the minimum statutory requirement.

No Representation of Coverage Adequacy.

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.

Release the State from Liability

The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

File a Traffic Control Plan

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at _____ on _____ (at least a week prior to the event) for a traffic control briefing.

Bicycle events which do not have law enforcement escorts as a part of their traffic control plan, shall require participants to ride as close as possible to the right hand (RH) edge of the roadway in single file formation, except when passing.

Appoint a "Liaison" Officer.

Herein named Shelly Enderud

Address

408 N. Spokane St

E-Mail Address

senderud@postfalls.gov

Phone Number

208-773-3577

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this Agreement.

Approve the traffic control plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

Approve the insurance policy requirements or notify the Sponsor of any deficiencies as soon as possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is a reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

Grant Written Permission.

Herein signified by completion of this Agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if the event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor

Representing: City of Post Falls

State Agency's Authorized Representative: Randy Westlund, Mayor

Phone Number: 208-773-3511

E-Mail Address: rwestlund@postfalls.gov

Signature

A handwritten signature in black ink, appearing to be 'R. Westlund', written in a cursive style.

Date

June 2, 2026

Subject to all terms, conditions, and provisions of this Agreement and attachments, permission is hereby granted.

Idaho Transportation Department

Name

Nathan Herbst

Title

Traffic

Engineer

Signature 

Date 6-3-26

Highway Operations Engineer, if applicable

Title

Signature

Date

Local Official, if applicable

Title

Signature

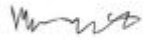
Date

HOLD HARMLESS RELEASE

City of Post Falls proposing to conduct an event called Post Falls Festival - America 250 Parade on State Highways, do hereby indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor during the event that is the subject of this Agreement.

Sponsor

Signature

A handwritten signature in dark ink, appearing to be "M. J. [unclear]", written over a faint horizontal line.

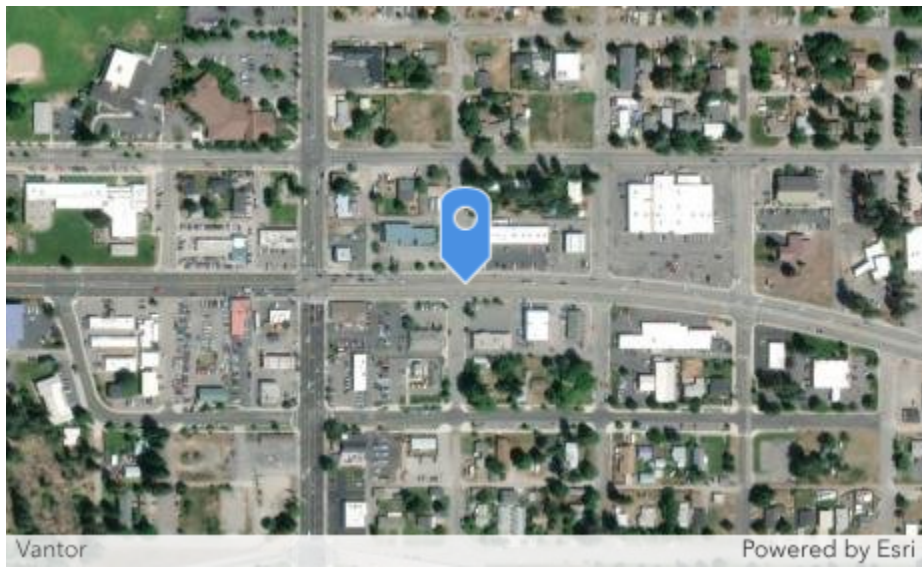
Date

May 29, 2026

District Staff Review

Review	Reviewer's Signature	Date	Recommended	
			Yes	No
Traffic			☐	☐
Maintenance			☐	☐
Design			☐	☐
Property Management			☐	☐
Planner			☐	☐
Construction			☐	☐
District Engineer			☐	☐

Site Map





- NOTES:**
- 1) ALL TRAFFIC CONTROL SIGNS & EQUIPMENT SHALL MEET CURRENT MUTCD STANDARDS AS ADOPTED BY THE STATE.
 - 2) SIGNS ARE CONVENTIONAL ROAD SIZED.
 - 3) PEDESTRIANS / SIDEWALKS WILL NOT BE IMPACTED UNLESS OTHERWISE SHOWN.
 - 4) SPOTTERS / VOLUNTEERS SHALL MAN BARRICADES TO ASSIST LOCAL TRAFFIC.
 - 5) NOT TO SCALE.

LEGEND:

- TEMP. SIGN 
- TYPE 3 BARR 
- WORK ZONE 
- PARADE ROUTE 
- STANGING AREA 
- SPOTTER / FLAGGER 
- DRUMS 
- CONES 



UNLESS OTHERWISE SHOWN

SIGN SPACING = X		
FREEWAYS / EXPRESSWAYS	60 / 70 MPH	1000/1500/2640
RURAL ROADS/ HWYS	45 / 55 MPH	500' +/-
RURAL / URBAN ARTERIALS	35 / 40 MPH	350' +/-
RURAL / URBAN / RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' +/- (1)
URBAN STREETS	25 MPH or LESS	100' +/- (1)

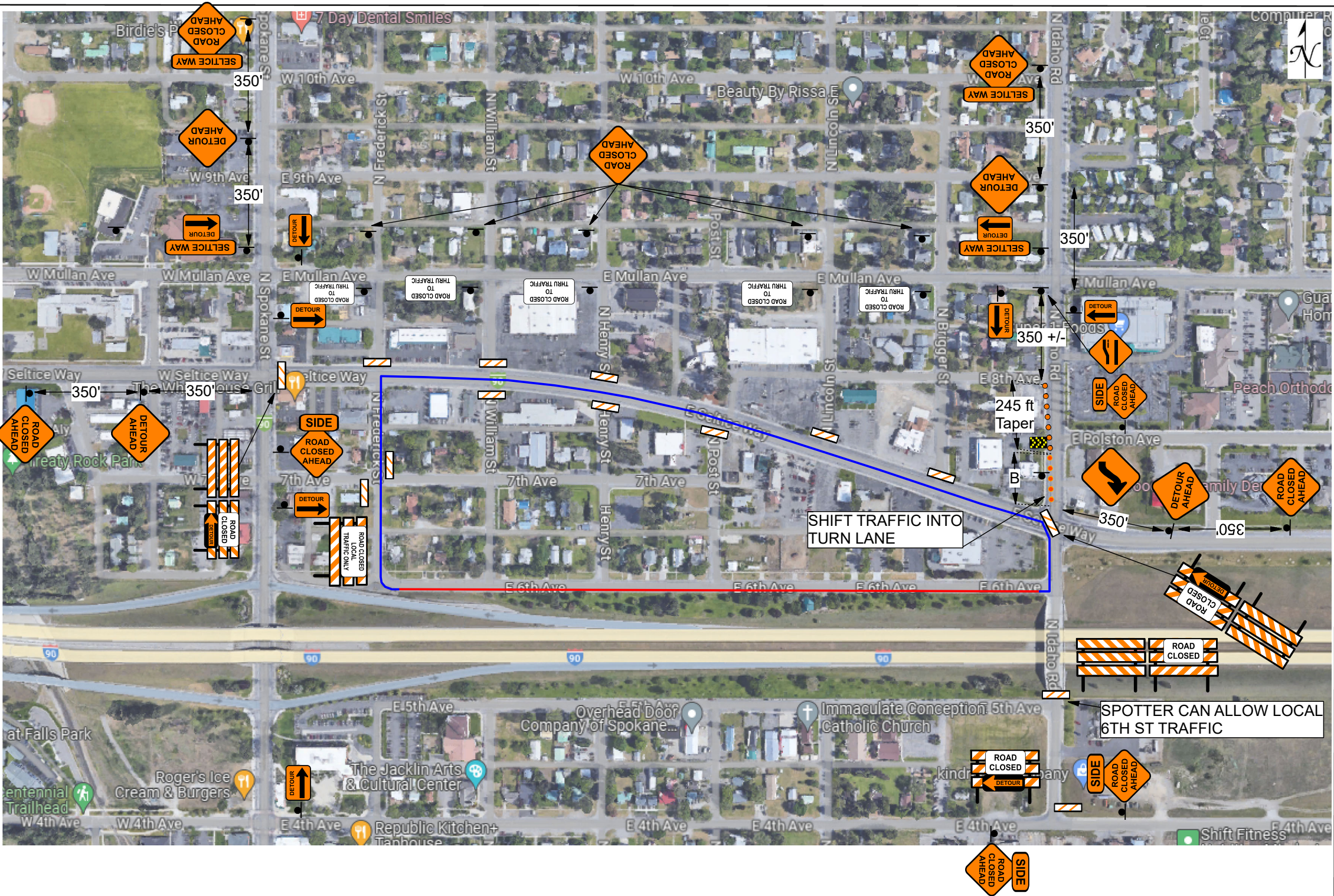
(1) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS
(2) ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE INDICATED.

BUFFER DATA										
BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FT)	155	200	250	305	360	425	495	570	645	730

ROLL AHEAD STOPPING DISTANCE ASSUMES DRY PAVEMENT

*A PROTECTIVE VEHICLE IS RECOMMENDED AND SHALL BE STRATEGICALLY LOCATED IN THE FIELD TO SHIELD WORKERS AND NO ROLL AHEAD DISTANCE IS SPECIFIED.

CHANNELIZING DEVICE SPACING (FEET) (SL = SPEED LIMIT)	
TAPER	TANGENT
1(SL)	2(SL)



TCPlan Prepared by:

TRAFFICORP

5077 N. BUILDING CENTER DRIVE
COEUR D'ALENE, ID 83815
(208) 665-4683

Date: 04/20/26 **Author:** STEPHEN PAUL BURT (TCS)

Comments:
TRAFFIC CONTROL PLAN

POST FALLS PARADE

6TH ST & SELTICE

CITY OF POST FALLS

408 N Spokane St,
Post Falls, ID 83854





City of Post Falls **POLICE DEPARTMENT**

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

June 1, 2026

To whom it may concern,

The Post Falls Police Department is writing to express its support and approval of the Post Falls Days Parade scheduled for Saturday, July 11, 2026. This event is a celebrated piece of the annual Post Falls Festival, which brings the community together to celebrate our city's heritage and culture.

The City of Post Falls has brought together a committee of members from various departments within the City in order to ensure the parade is a success. For our part, the Police Department is committed to assisting with security for the event so that it can be safely enjoyed by all who attend.

We appreciate your consideration of the City's request regarding this matter, and look forward to partnering with the Idaho Transportation Department to make this community event the best one yet.

Please feel free to reach out with any questions or concerns.

Sincerely,

Mark Brantl, Chief of Police

CERTIFICATE OF INSURANCE				Issue Date: 5/28/2026	
Agent for Public Entity: ICRMP DIRECT WRITE ICRMP DIRECT WRITE PO Box 15249 Boise, ID 83716				This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder.	
ICRMP Member: City of Post Falls 408 Spokane St Post Falls, ID 83854					
				PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters P. O. Box 15249 Boise, ID 83715	
This certifies coverages listed below are issued to the above member for the time period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.					
Section Number	Type of Insurance	Policy Number	Date Added	Expiration Date	Property Deductible (except flood /quake): Auto Damage Deductible: Limits
	-Coverage Form	45A02152100125	5/28/2026	10/1/2026	\$10,000 \$1,500
V	PROPERTY INSURANCE -OCCURRENCE	1. Buildings, Structures and Property 2. Mobile Equipment and Vehicle Physical Damage			Per valuation clause within policy
VI	CRIME INSURANCE -OCCURRENCE	1. Employee Dishonesty 2. Loss Inside Premises 3. Loss Outside Premises 4. Notary Bond			Each Occurrence \$500,000 Each Occurrence \$500,000 Each Occurrence \$500,000 Each Occurrence \$10,000
				For Claims Pursuant to Title 6, Ch.9, Idaho Tort Claims Act	All Other Covered Liability Claims
VII	AUTOMOBILE LIABILITY -OCCURRENCE	1. Automobile Liability	Each Accident	\$500,000	\$3,000,000
		2. Automobile Medical Payments	Each Person	\$5,000	\$5,000
			Each Accident	\$100,000	\$100,000
		3. Uninsured Motorist	Each Person	\$100,000	\$100,000
			Each Accident	\$300,000	\$300,000
VIII	GENERAL LIABILITY -OCCURRENCE	1. General Liability	Each Occurrence	\$500,000	\$3,000,000
IX	LAW ENFORCEMENT LIABILITY -OCCURRENCE	1. Law Enforcement Liability	Each Occurrence	\$500,000	\$3,000,000
X	ERRORS/OMISSIONS LIABILITY -CLAIMS MADE	1. Errors & Omissions Liability	Each Claim	\$500,000	\$3,000,000
XI	EMPLOYEE BENEFITS LIABILITY -CLAIMS MADE	1. Employee Benefits Liability	Each Claim	\$500,000	\$3,000,000
XII	EMPLOYMENT PRACTICES LIABILITY -CLAIMS MADE	1. Employment Practices Liability	Each Claim	\$500,000	\$3,000,000
XIV	SEXUAL MOLESTATION/ABUSE LIABILITY -CLAIMS MADE	1. Sexual Molestation/Sexual Abuse Liability	Each Claim	\$500,000	\$3,000,000
XV	CYBER PRIVACY or SECURITY ENDORSEMENT -CLAIMS MADE	1. Cyber Privacy or Security Event Endorsement	Each Claim	\$1,000,000	\$1,000,000
Description of Operations /Locations /Vehicles /Restrictions /Special Items: Post Falls Festival Parade					
Evidence of Insurance					
Certificate Holder: City of Post Falls 408 N Spokane St. Post Falls, ID 83854			Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions-30 days minimum Authorized Representative <i>Justin Nyquist</i> ICRMP 25/26		

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: User Fee Hearing

ITEM AND RECOMMENDED ACTION:

Staff will present several requested fee increases for council consideration. Staff requests that the council approve the requested increases or provide direction on the requested changes. Staff will present the final resolution adopting any approved fee increases at a future meeting.

DISCUSSION:

There are several items up for your consideration:

- The parks department is requesting an update on the concessionaire fee that is being charged in the parks. The request is to add an annual permit fee of \$300 in addition to the \$25 per day and 15% of sales over \$500. The rationale behind the additional fee is the use of the land space and the accessibility to the customers that the city parks will offer potential vendors wanting to use city property. The parks department wants to know who will be using the parks and who potentially will owe concession commission to the parks department.
- The parks department is requesting an update to the education and fitness activity user fee that is being charged in the parks. The request is to add an annual permit fee of \$300 in addition to the \$25 per day and \$2.00 per daily participant fee. The parks department wants to monitor who will be using the parks and who potentially will owe commission to the parks department.
- The city will be collecting and monitoring registration for the Post Falls Festival Parade. This is the first year that the city has organized the parade, so these are new fees that are being collected.
- Legal Services Director Herrington is proposing changes to the structure for public records requests. The city is facing an increased number of public records requests, and the legislature has provided an updated framework to ensure the costs of responding to those requests are properly borne by those who create them.

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. FY 26 Fee Public Hearing Update

Fee Public Hearing

Jason Faulkner, Finance Director

June 16, 2026



New Recreation Fee Update:

Parade Entry Fees

- Political/Elected Officials: \$50.00
- Commercial/Personal Entry: \$40.00
- Community/Civic Organization/Non-Profit: \$20.00
- Marching Unit: Youth or Adult: \$20.00

New Recreation Fee Update:

Parade Entry Fees

- Live Animal Entry: 1-3 \$20 /\$25 4-6 animals – horse, dog, farm animal
- Antique/Classic/Jeep Vehicles \$20 1-9 / \$30 for each group of 10 vehicles
- Military and Veterans groups: No Charge

Park Fee Update:

Concessionaire Fee

- \$300.00 Annual Permit fee + \$25/day + 15% over \$500 in sales.

Education and Fitness Activity User Fee

- \$300.00 Annual Permit fee + \$25/day + \$2.00 per daily participant.

Public Records Fee Update

Resident Requests

Under Idaho Code §74-102(10)(a), the City shall not charge a fees for:

- The first **two (2) hours of labor** to respond to a public records request submitted by a resident; or
- The first **one hundred (100) pages of paper records** requested by a resident.

If a resident's request response is anticipated to exceed these limits, the City may require prepayment based on a reasonable estimate of the costs.

Non-Resident Requests

Under Idaho Code §74-102(10)(g), the City will charge fees for labor and copying costs associated with locating and copying documents requested by a person who is not a resident of the State of Idaho.

Non-resident requests are not eligible for the two (2) hours of free labor or the first one hundred (100) pages of free copies provided to resident requesters, and the City will require a **minimum prepayment of \$100.00** before work begins on processing a non-resident request.

Fees charged to non-resident requesters will not exceed the City's actual costs incurred in responding to the request.

Public Records Fee Update

Copying Fees

Record Type	Fee
Black and White Copies (not to exceed 11" × 17")	\$0.25 per page
Color Copies (not to exceed 8½" × 11")	\$1.00 per page
DVD/CD Copies	\$5.00 each
USB Flash Drive	\$10.00 each
Oversized Documents (greater than 11" × 17")	Actual duplication cost charged by outside vendor

Public Records Fee Update

Labor Charges

Labor charges apply when:

- The request is submitted by a non-resident;
- A resident request exceeds two (2) hours of administrative processing time¹;
- A resident request requires more than one hundred (100) pages of copies;
- Records must be reviewed or examined to determine whether they contain exempt material and, if necessary, redacted before they can be released;
- Legal review or redaction of exempt material or materials that are partially exempt is required².

Labor charges shall reflect the actual time reasonably necessary to process the request.

-
1. The two (2) hours of free administrative labor provided to resident requesters under Idaho Code §74-102 apply only to administrative labor associated with locating, gathering, and producing records.
 2. Legal examination by an Attorney for review or redaction is not included within the two (2) hours of free labor and may be charged when necessary to review or redact records before they can be released.
-

Public Records Fee Update

Administrative Labor

Administrative or records staff time will be charged at the hourly wage plus benefits of the lowest-paid qualified employee able to perform the work.

Examination for Redaction of Exempt Information

Time spent reviewing records to identify or remove exempt information will be charged at the hourly wage plus benefits of the lowest-paid qualified employee able to perform the work.

If legal review is required, attorney time will be charged at the hourly wage plus benefits of the lowest-paid attorney qualified to review or redact the records.

Suspension for Unpaid Fees

The City may suspend processing of any public records request if the requester has outstanding unpaid fees from a prior public records request. Processing may resume once all outstanding balances are paid in full.

Public Records Fee Update

Serial Requests

Multiple requests from the same requester that relate to the same subject matter will be treated as a single request for purposes of calculating labor and copying costs. This provision prevents the segmentation of requests to avoid fees.

Scope of Requests

The City provides access to existing public records. The City does not conduct research, compile or assemble information, or create new records in response to a request. Public records inspection and copying will occur during the City's regular office hours unless otherwise authorized by the custodian of the records, and are subject to the same fees required for processing records requests.

Format for Records Provided

The City will determine the form and format in which records are provided. Public records will be produced in a format chosen by the City that reasonably reproduces the requested records. The City is not required to provide records in the requester's preferred format or in the native or original format in which the records are maintained.

Use Restrictions

Records produced pursuant to this fee schedule shall not be used for mail or telephone solicitation were prohibited by law. The City may require a requester to affirm compliance with this requirement as part of the records request process.

Next Step: If approved, Mayor and Council authorize staff to present an updated Resolution to the next meeting.

Questions or comments?

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nancy Thurwachter, Planning Admin

SUBJECT: Heaven View Annexation and Vacation (ANNX-25-9 & VAC-25-4)

ITEM AND RECOMMENDED ACTION:

This public hearing includes a request to annex approximately 41.12 acres located south of Prairie Ave. at the Northeast corner of Hope Avenue and Fennecus Road and to zone 22.13 acres as Single Family Residential (R-1) and 19.52 acres as Medium Density Residential (R-2). The annexation agreement for the proposed annexation is also included for public input and review by the council.

Additionally, the hearing addresses a request to vacate approximately 0.368 acres of unutilized Fennecus Road right-of-way in the area of the annexation.

Staff requests that the City Council consider the testimony and evidence presented during the public hearing and determine whether to approve the annexation of the property and the requested right-of-way vacation, and whether the applicable criteria for the proposed zoning designations have been met.

DISCUSSION:

The applicant is requesting the City Council annex an approximately 41.12-acre parcel, located at the north-east corner of E. Hope avenue and N. Fennecus Road, with a mix of R-1 and R-2 zoning.

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 requested annexation and zoning was reviewed by the Planning and Zoning Commission at a public hearing on February 10, 2026. The Commission recommended assigning the zoning designation of Single Family Residential (R1) on approximately 22.13-acres and Medium Density Residential (R2) on approximately 19.52-acres upon annexation. The adopted criteria for annexation and zoning 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?

The applicant is also seeking the vacation of approximately 0.368 acres of unutilized Fennecus Road right-of-way in the area of the annexation. Under I.C. 50-311 the city may vacate the property if the

council determines that it is in the public interest to do so.

Next Steps:

After the hearing, staff will draft a final written decision on the annexation/zoning request 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.

If council approves the vacation request, staff will prepare a vacation ordinance and return it to a future meeting for adoption.

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. Heaven View Annexation VACATION Powerpoint
2. CC Heaven View Annexation Staff Report (ANNX-25-9)2 (1)
3. Exhibit PA-6 Phillips 66 Comments_Heaven View ANNX-25-9
4. Exhibit PA-7 DEQ Comments_Heaven View ANNX-25-9

Heaven View Annexation and Vacation

File No. ANNX-25-9/VAC-25-4

Jon Manley – Planning Manager
6/16/2026



1

APPLICANT: J-U-B Engineers, Inc

OWNER: Strizhaks Haven Ranch LLC

REQUESTED ACTIONS:

Applicant requests approval of the 41.12 acres annexation request with the zoning designations of Single-Family Residential (R1) on approximately 22.13 acres and Medium Density Residential (R2) zoning on approximately 19.52 acres.

- VACATION .368 ACRES OF FENNECUS RIGHTS-OF-WAY



2

Planning and Zoning Commission:

Forwarded a recommendation of Single-Family Residential (R1) on approximately 22.13 acres and Medium Density Residential (R2) zoning on approximately 19.52 acres as part of the Annexation request on 2/10/2026.



3

SUBDIVISION REQUEST:

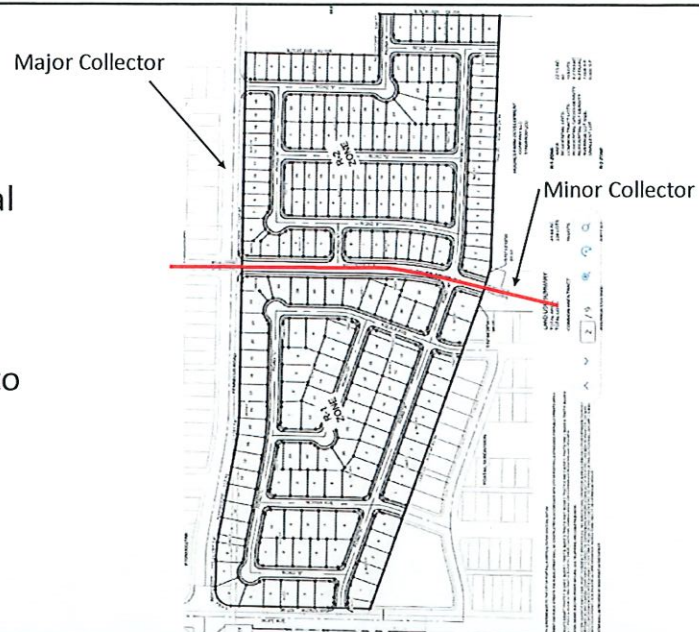
As part of a 41.12 acres annexation request, Planning and Zoning conditionally approved contingent on Zoning and Annexation (Exhibit A-3):

- 92 Single-Family Residential (R-1) lots on approx. 22.13 acres.
- 117 Medium Density Residential (R-2) lots on approx. 19.52 acres.



4

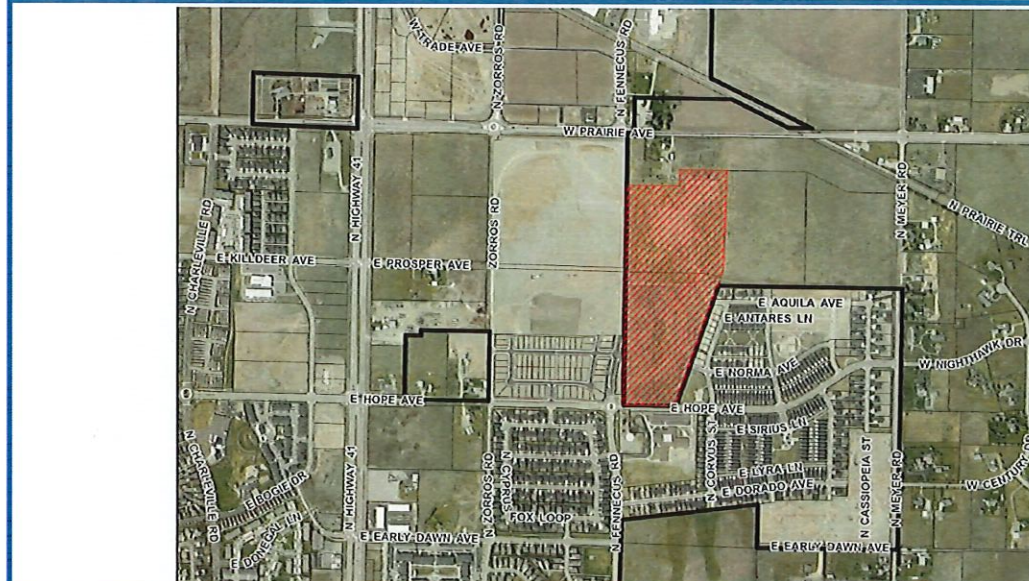
- 209 total lots between R-1 and R-2 zones
- 92 Single-Family Residential (R-1) lots
- 117 Medium Density Residential (R-2) lots
- Extension of Prosper Ave. to the east
- Fennecus Rd. frontage improvements



Preliminary Subdivision Plan – Exhibit A-3



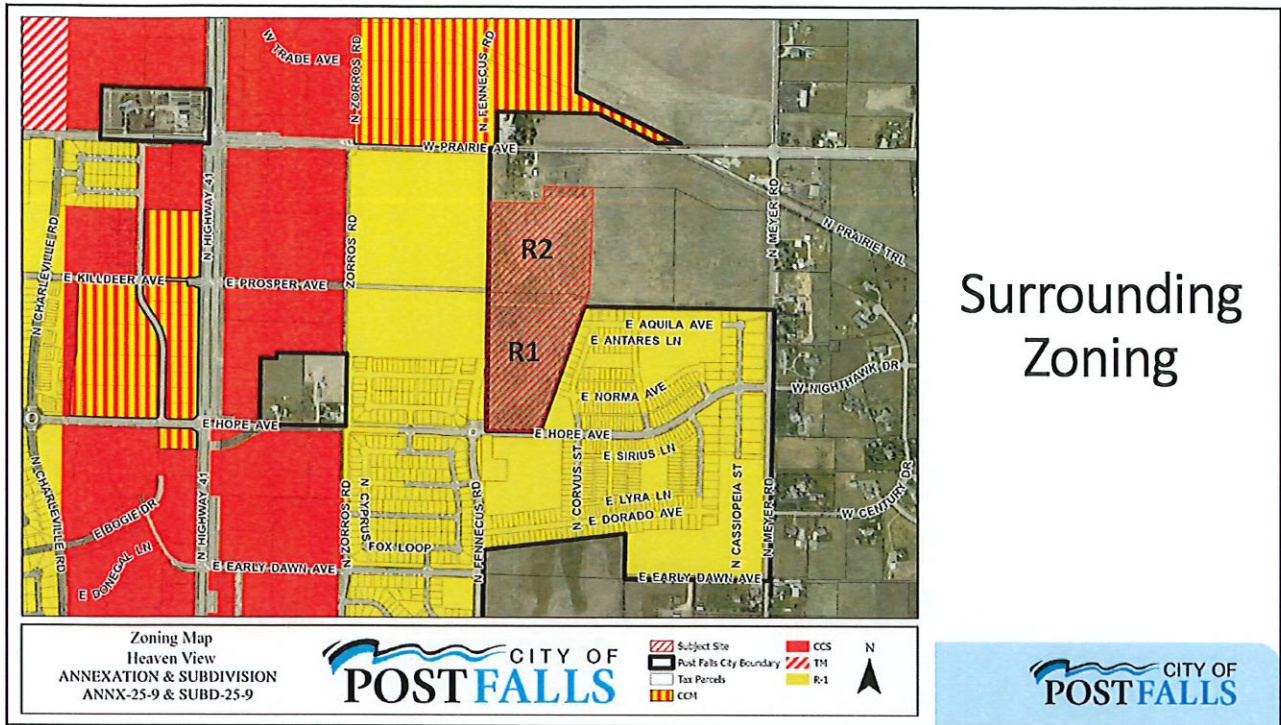
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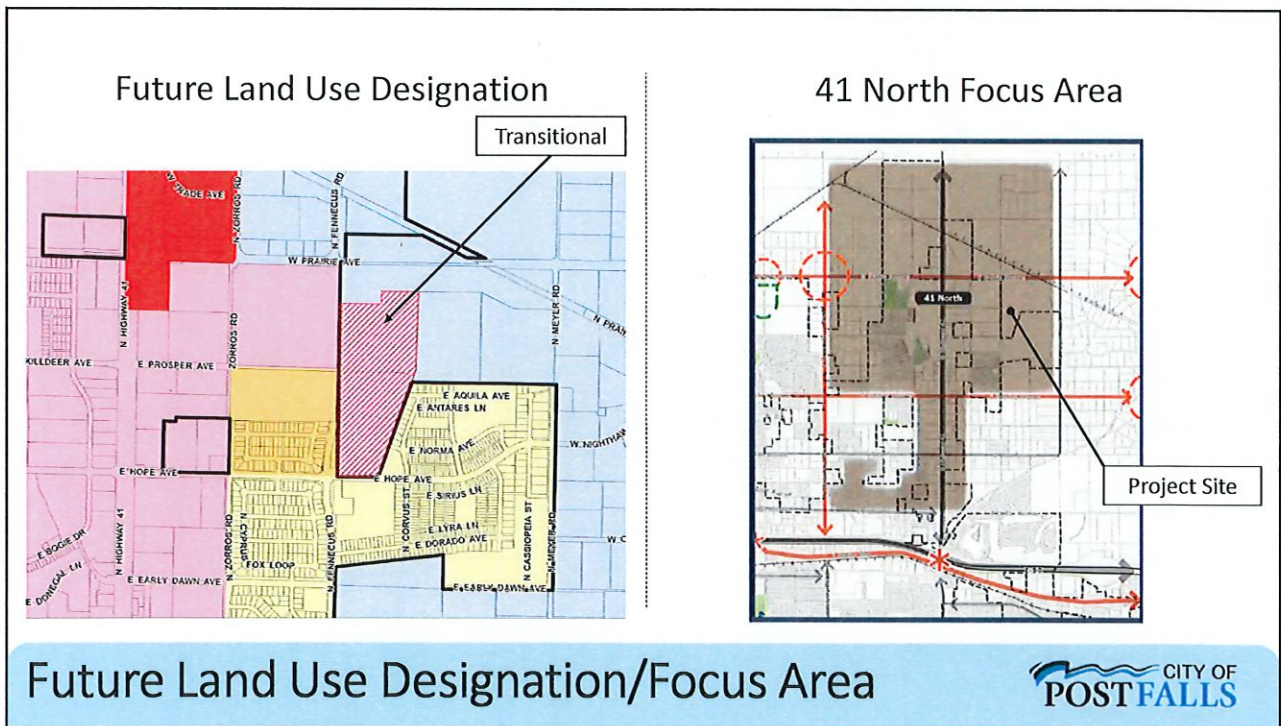
PROJECT LOCATION



6

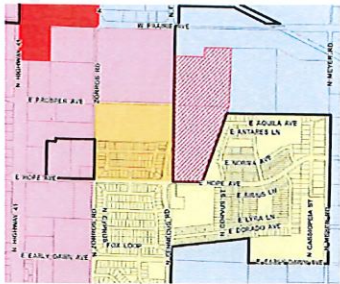


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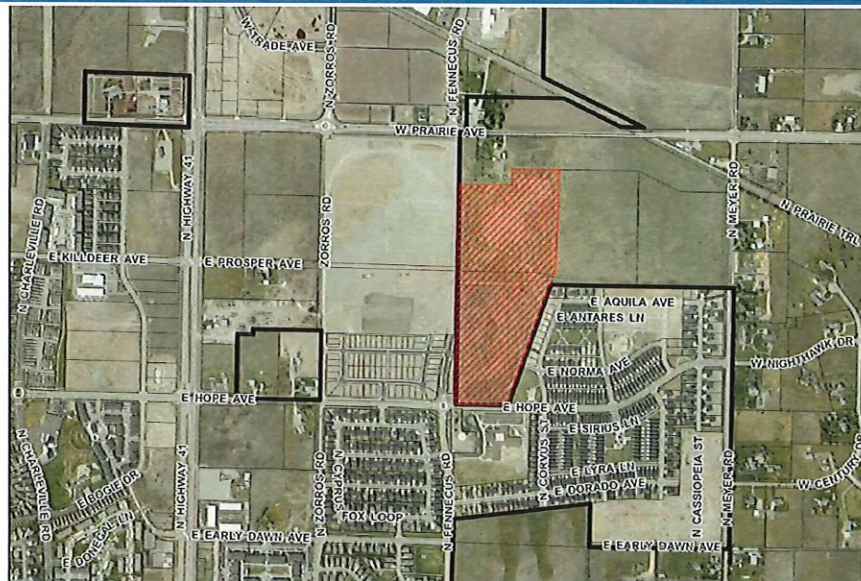


8

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Transitional Defers to focus area for guidance	41 North <i>Development should provide pedestrian connectivity to all multi-use paths and trails including SH41 Trail</i> <i>Focus provisions for multi-family, commercial, and tech uses near higher classified roadways;</i>	[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. [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.1]: Support land use patterns that: Maintain or enhance community levels of service. Foster the long-term fiscal health of the community. Promote compatible, well-designed development. [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.

9



PROJECT LOCATION



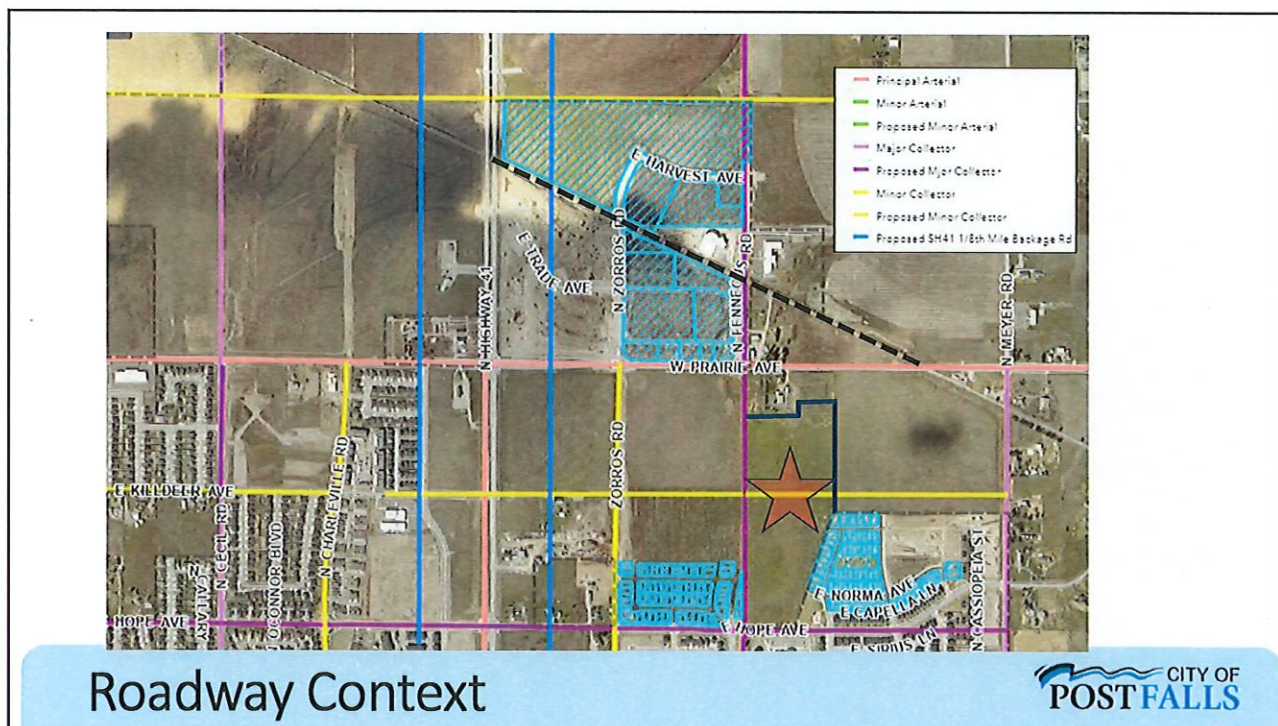
10

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <u>Transitional</u> Defers to focus area for guidance	<u>41 North</u> <i>Development should provide pedestrian connectivity to all multi-use paths and trails including SH41 Trail</i> <i>Focus provisions for multi-family, commercial, and tech uses near higher classified roadways;</i>	[G.06]: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives	[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



11



12

- 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



13

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

Agencies Notified



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/PA-6] Philip 66 (YPL) – No impact on their infrastructure

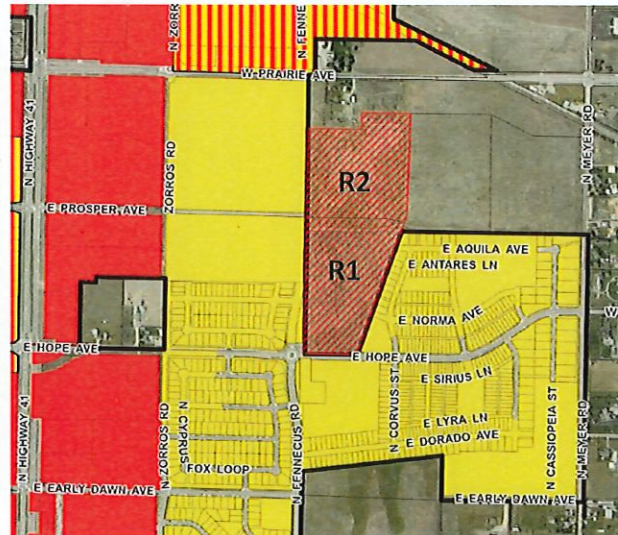
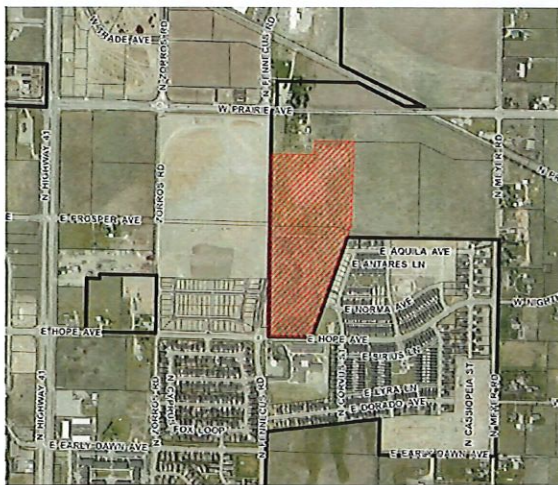
[PA-4] DEQ – No environmental impact

[PA-5] Post Falls Highway District – Appears to be consistent with Transportation Master Plan.

Agency Comments



15



QUESTIONS

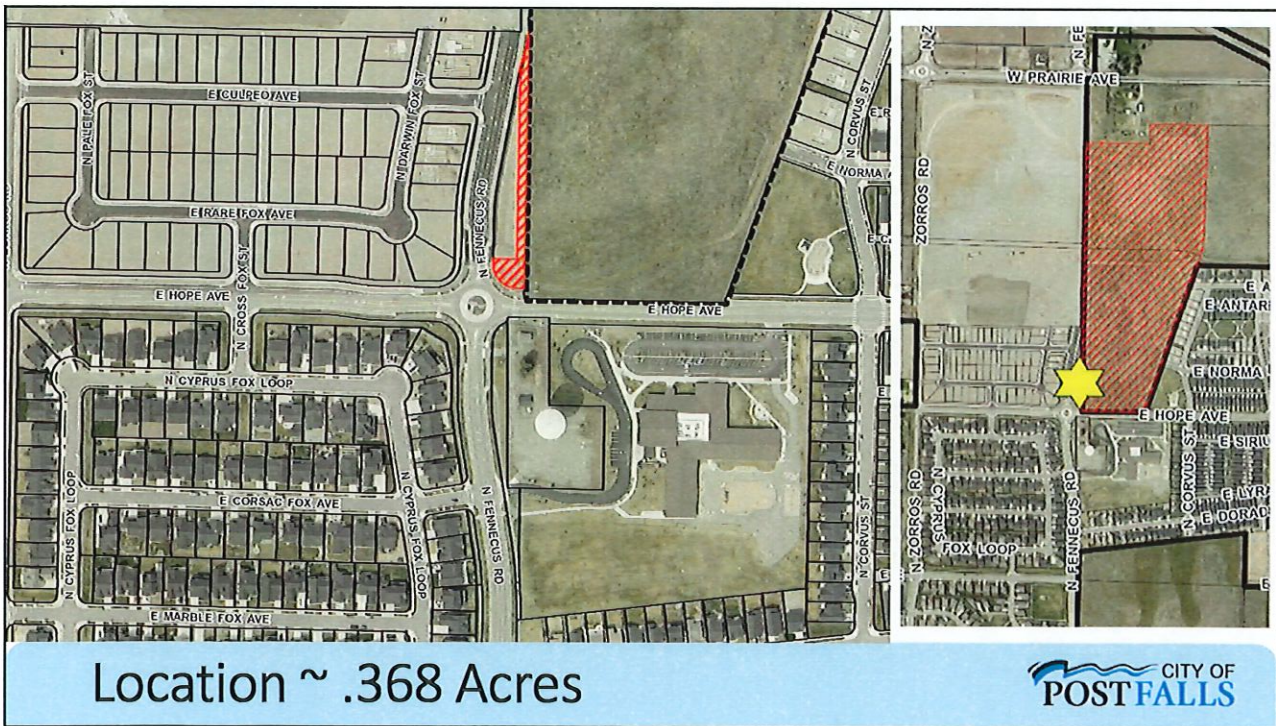


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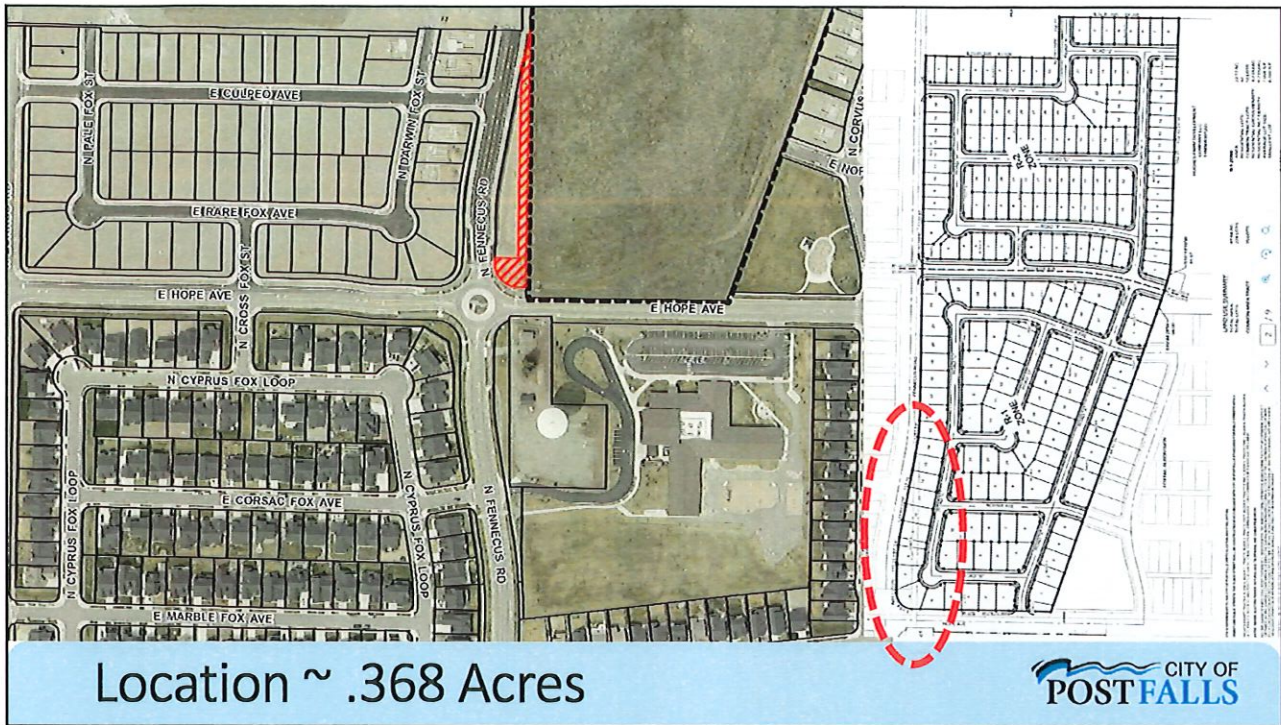
Heaven View Vacation



17



18



19

Staff reviewed the proposed .368-acre vacation and have no objections to the area cited within this staff report for vacation. Sanitary sewer mains and water mains do exist within the vacation area. This area would be integrated into the subdivision.

Staff Comment

CITY OF POST FALLS

20

- | | |
|-----------------------------------|---------------------------------------|
| • Bonneville Power Administration | • Idaho Dept. of Lands |
| • Kootenai County Fire | • Panhandle Health |
| • PF Highway District | • NW Pipeline Corp. |
| • PF School District | • PF Post Office |
| • Avista (WWP-3) | • East Greenacres Irrigation District |
| • Dept. of Environmental Quality | • Spectrum |
| • Phillips 66 (Pipeline company) | • PF Police Department |
| • Yellowstone (Pipeline company) | • Utilities (W/WW) |
| • TransCanada GTN | • Urban Renewal Agency |
| • PF Parks & Rec | • Kootenai County Planning |
| • Kootenai Electric | • City Link |
| • Ross Point Water | • Idaho Transportation Dept. |
| • TDS | • KMPO |

Agencies Notified



21

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

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[PA-3/PA-6] Philip 66 (YPL) – No impact on their infrastructure

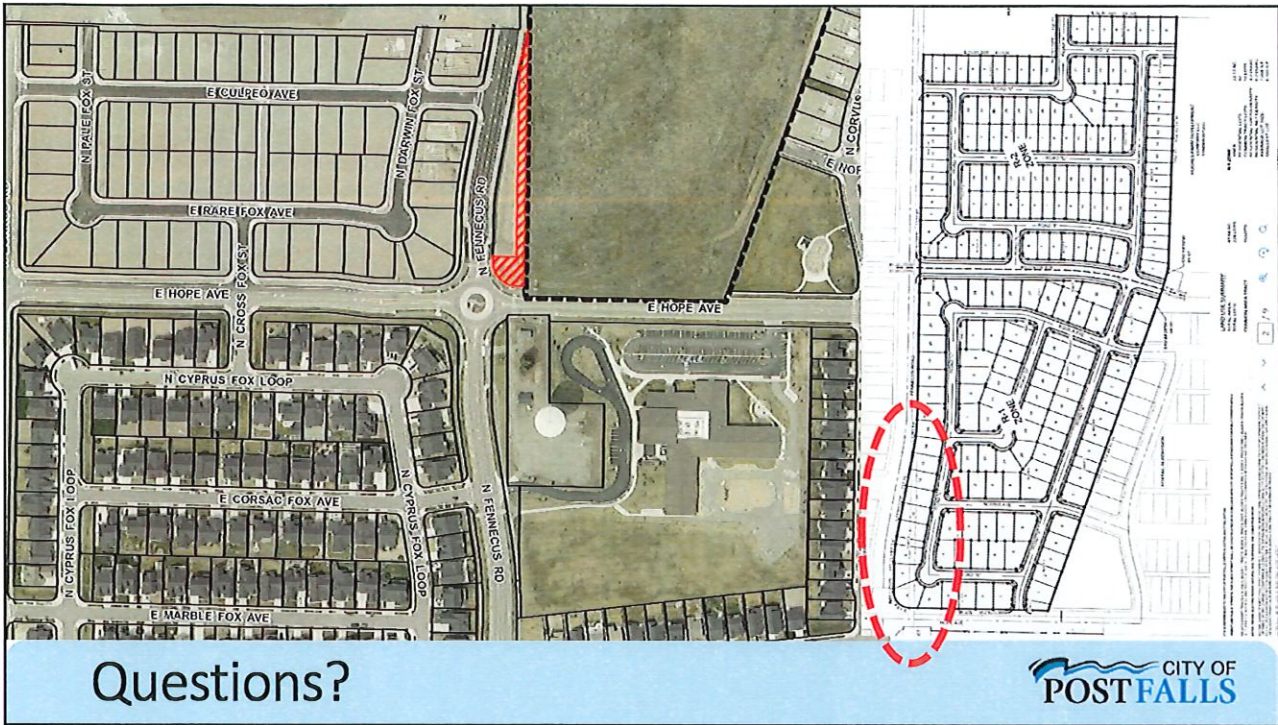
[PA-4] DEQ – No environmental impact

[PA-5] Post Falls Highway District – Appears to be consistent with Transportation Master Plan.

Agency Comments



22



23

**CITY OF POST FALLS
STAFF REPORT**

DATE: May 29, 2026

TO: CITY COUNCIL

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov / 208-457-3344

SUBJECT: STAFF REPORT FOR THE JUNE 16, 2026, CITY COUNCIL MEETING
HEAVEN VIEW ANNEXATION AND VACATION ANNX-25-9/VAC-25-4

INTRODUCTION:

J-U-B Engineers, Inc., on behalf of STRIZHAKS HAVEN RANCH LLC (Pro-Made Homes), is requesting approval to annex approximately 41.12-acres into the City of Post Falls with a zoning request of Single-Family Residential (R1) on approximately 22.13 acres and Medium Density Residential (R2) zoning on approximately 19.52 acres per Exhibit A-2. Additionally, they have requested to vacate a portion of unneeded Fennecus Road rights-of-way as N. Fennecus Road has been realigned. Their goal is to repurpose the land into a residential development consisting of 209 single-family residential lots of approximately 4,200 to 10,700 SF in size to be developed in six phases over time (Exhibit A-3).

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:

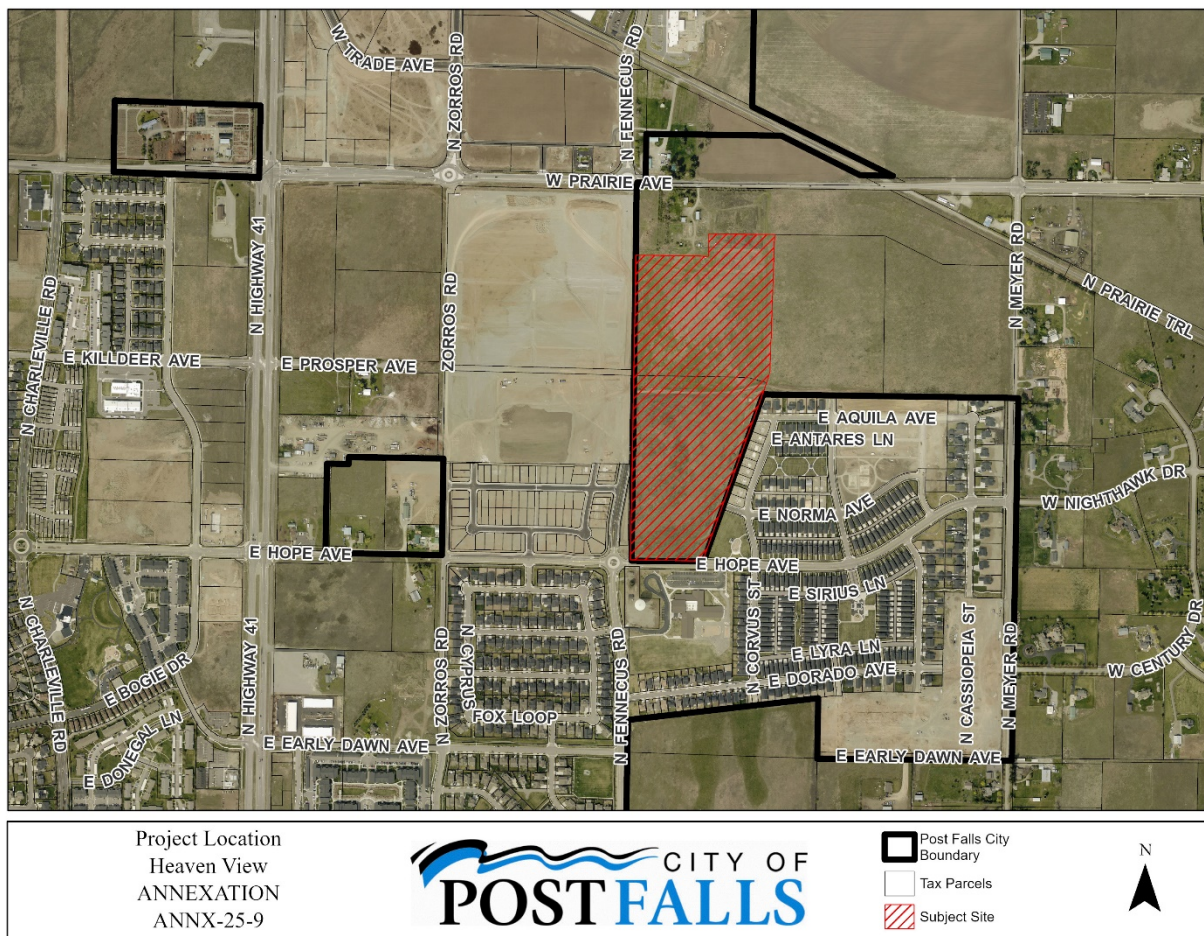
Annexation (Legislative)

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 and R2 as proposed on February 10, 2026.

PROJECT INFORMATION:**Project Name / File Number:** Heaven View Annexation and Subdivision File No. ANNX-25-9/SUBD-25-9**Owners:** STRIZHAKS HAVEN RANCH LLC, 105609 E. Weiser PKWAY, Kennewick, WA 99338**Applicant:** Brad Marshall, J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, ID 83814**Project Description** Annex and subdivide approximately 41.12-acres into the City of Post Falls with a zoning request of Single-Family Residential (R1) on approximately 22.13 acres and Medium Density Residential (R2) zoning on approximately 19.52 acres per Exhibit A-2. The goal is to repurpose the land into a residential development consisting of 209 single-family residential lots of approximately 4,200 to 10,700 SF in size to be developed in six phases over time (Exhibit A-3)**Project Location:** Northeast corner of E. Hope Avenue and N. Fennecus Road, south of Prairie Avenue.**AREA CONTEXT (proposed site hatched red below):****Surrounding Land Uses:** To the north and east are undeveloped lands within Kootenai County. To the west, south, and east is the developing Foxtail community.**Area Context Vicinity Map:**

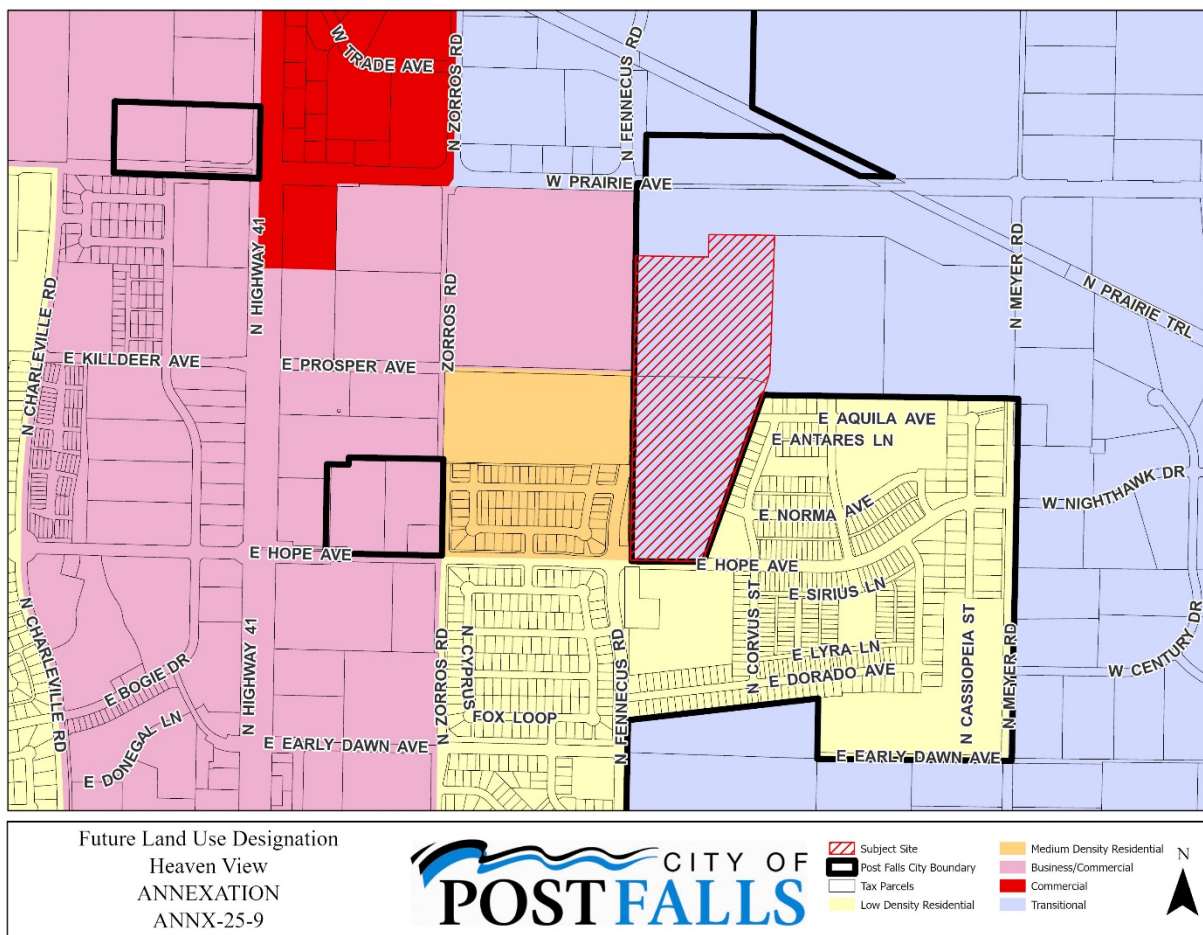
EVALUATION OF ZONING APPROVAL CRITERIA:

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:

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 Single-Family Residential (R1) and Medium Density Residential (R2) zones may be compatible with properties in the immediate vicinity as this project is surrounded from the west, south, and partially east with the foxtail community. Future development to the north and east is currently unknown and these lands are transitional agricultural in nature. The request may be consistent with the focus area which talks about residential uses within proximity to Highway 41 in order to support commercial development along the highway 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 R1 and R2 zone can both deliver single-family homes. Currently, the R-2 zone has been providing an opportunity to provide diverse housing choices that may be more attainable than the housing often built in the R-1 zone. Annexing the subject property would allow for future residential housing 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. Housing plays a key role in supporting the diverse employment needs within Post Falls, as well as being able to provide services.

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 R1 and R2 may be compatible with the single-family homes to the west, south, and southeast.

- Infrastructure and service plans.

Staff Comment: The Owner will be required to use the Post Falls Sanitary Sewer system for the development of the Property and would 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 would 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. The property is within the 12th Avenue Force Main and Meyer Alternative Line Surcharge Basins and will be subject to both of those surcharges at the time of individual building permit issuance. Established surcharges fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property.

The City of Post Falls is in the early stages of analyzing current flows and updating system modeling in the areas served by the 12th Avenue Lift Station relative to modeling completed in 2018 to verify full system capacities and the timing of Capital Improvement Projects. This impacts the site in question as sewer flows from locations east of Fennecus Road and north of Poleline Avenue (including this site) currently rely on a temporary sewer connection at SH41 in Poleline Avenue until a mainline sewer can be extended along Fennecus to Horsehaven Avenue and then to SH41. In late 2024 inspections of the Poleline connection to SH41 revealed maintenance needs and repairs that impact capacity. Identified repairs will be constructed in 2026. Additionally, flow testing done in the same timeframe indicated flow rates may be approaching the capacity of the Poleline connection. It should be reiterated that the observed flow rates in 2024 may be influenced by the previously identified maintenance repairs that are needed. The City's current anticipation is for completion of updates to the sewer modeling is for late 2026 or early 2027.

Sanitary Sewer for the site is located adjacent to the site along Hope Avenue, along a portion of Fennecus Road and at the roadway stub for Aquila Ave. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City is willing to serve the property at the requested density subject to delaying any site development or subdivision until adequate remaining capacity is identified in the Poleline connection to SH41 or the Fennecus main line is constructed.

The property is not subject to any Local Improvement Districts (LID's) or Subsequent User Agreements. It is subject to the Sewer Surcharges previously identified for the Meyer Alternative and 12th Avenue Forcemain.

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

- Existing and future traffic patterns.

Staff Comment: The property is adjacent to Fennecus Road on the west and Hope Avenue to the south. Aquila Avenue and Norma Avenue are stubbed to the property's eastern boundary.

Fennecus Road is classified as a Major Collector roadway and identified in the Transportation Master Plan as a backage roadway parallel to SH41. At present, Fennecus road extends from Poleline Avenue to a location near Prosper Ave., approximately ¼ mile south of Prairie Avenue. The 2017 transportation master plan shows Fennecus Road operating at 40% of capacity, during the peak hour, in the 2035

model with the land uses requested. This conforms with established Level of Service standards, not to exceed 90% capacity.

Hope Avenue is classified as a Major Collector roadway providing connection to Meyer Road, a Major Collector ½ mile to the east, and is anticipated to connect to SH41 at an existing signalized intersection within the next two (2) years. The 2017 transportation master plan shows Hope Avenue operating at under 30% of capacity in the 2035 model, near the project site approximately 50% of capacity at SH41 with the land uses requested, during the peak hour. This conforms with established Level of Service standards, not to exceed 90% capacity.

Prosper Avenue (Killdeer Avenue in the plans) is classified as a Minor Collector roadway that will provide connections between SH41 and Meyer Road. Prosper Avenue is currently not constructed in the referenced section between SH41 and Meyer Road. Construction of Prosper Avenue between Connection to SH41 is anticipated within the next two (2) years, and connection to Meyer Road is dependent on the annexation and development of this property and additional properties to the east. Model data is not available on Prosper Avenue.

Aquila Avenue and Norma Avenue are Local Residential Roadways that currently terminate on the properties eastern boundary and would be extended with future site development. The City's Transportation Model does not reflect projected traffic volumes of levels of service for residential streets.

The roadway network would be able to provide service to the site and allow for development with construction of typical frontage improvements and the extensions of Prosper Avenue and Hope Avenue from the site to SH41 prior to final plat. The referenced extensions of Prosper Avenue and Hope Avenue are anticipated to be constructed within the next two (2) years with the further development of the Fox Tail Subdivision, Bluegrass Apartments and Kootenai Medical Campus. It is anticipated that Fennecus Road would be extended to Prairie Avenue, prior to the Transportation Master Plans current horizon year of 2035. Dedication of rights-of-way and easements would be required at the time of annexation, unless noted otherwise:

Hope Avenue: Major Collector

- Rights-of-way: 85-foot full width, measured from the existing southern rights-of-way line of Hope Avenue.
- Easement: 10-foot sidewalk, drainage and utility easement adjacent to the rights-of-way dedication.

Fennecus Road: Major Collector

- Rights-of-way: 85-foot full width, location based upon current and coordinated location for Fennecus Road development of the Fox Tail Subdivision, as referenced in the applicants narrative.
- Easement: 15-foot sidewalk, drainage and utility easement adjacent to the rights-of-way dedication.

Prosper (Killdeer) Avenue: Minor Collector

- Rights-of-way: 80-foot full width, not required at time of annexation

- Easements: 10-feet on the south and 15-feet on the north, not required at time of annexation.

Local Residential Roadways: dedication of rights-of-way and easements for these roadways would not be required with annexation and would be determined as part of the subdivision process.

- 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 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 R1 and R2 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 N. Fennecus Rd. and E. Hope Ave. Rights-of-Way and easements for Prosper Avenue would be required with site development.

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, which would connect the site to existing improvements along Fennecus Road and Hope Avenue. Bicycle lanes would be provided with development of Fennecus Road and Hope Avenue. Extension of multi-modal facilities allows access to Parks, an Elementary School and developing Medical Campus in the area between State Highway 41, Meyer Road and Poleline 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. The timing of development should be delayed until adequate remaining sewer capacity is identified in the Poleline connection to SH41 or the Fennecus main line is constructed.

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: This property is adjacent to the City of Post Falls boundary on three sides. Utilities are located adjacent to the property and capable of being extended. Sanitary Sewer capacity needs to be verified prior to serving the site with development of 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.

SUBDIVISION REVIEW CRITERIA (Post Falls Municipal Code Title 17.12.060, Subsection H):

No subdivision shall be approved from the planning and zoning commission unless findings and conclusions are made that:

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

Staff's Response: Water service to the project will be provided by the Ross Point Water District.

2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

Staff's Response: The timing of development should be delayed until adequate remaining sewer capacity is identified in the Poleline Sewer connection to SH41 or the Fennecus main line is constructed (See Annexation comments Policy 2). The proposed layout of sanitary sewer extensions comply with City Standards.

3. Proposed streets are consistent with the transportation element of the comprehensive plan.

Staff's Response: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. Transportation modeling shows adjoining Collector Roadways (Hope Avenue and Fennecus Road) operating at Levels of Service better than the standard. Dedicate of rights of way and easements would be required at time of site development and constructed to the roadway standards as outlined within the City Transportation Master Plan.

- Internal streets – local residential, 32-foot width
- Hope Avenue and Fennecus Road – Major Collector Roadway, 54-foot width to match existing constructed improvements adjacent to the site.
- Prosper (Killdeer) Avenue- Minor Collector Roadway, 44-foot width and parking on both sides

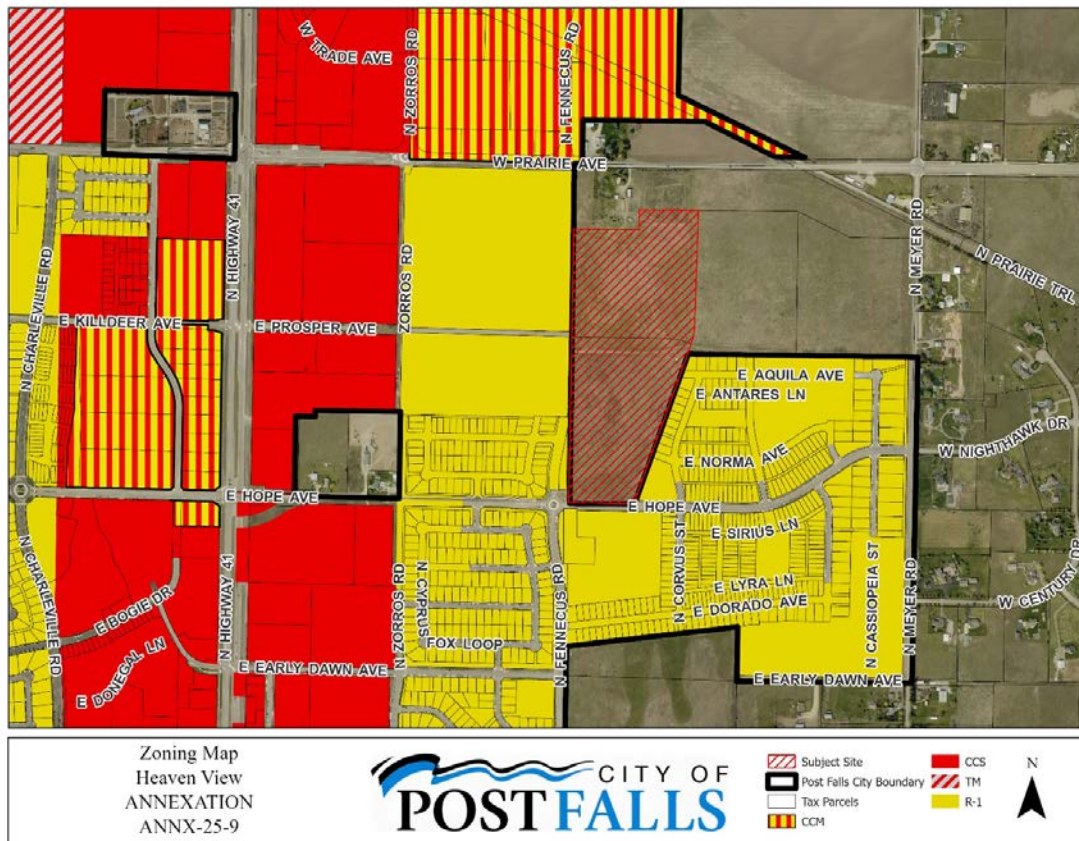
Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards.

5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.

Staff's Response: The applicant is also requesting annexation into the City and the requested zoning for this subdivision is appropriate based on the existing land use in the general area (refer to zone change review criteria above). The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning).



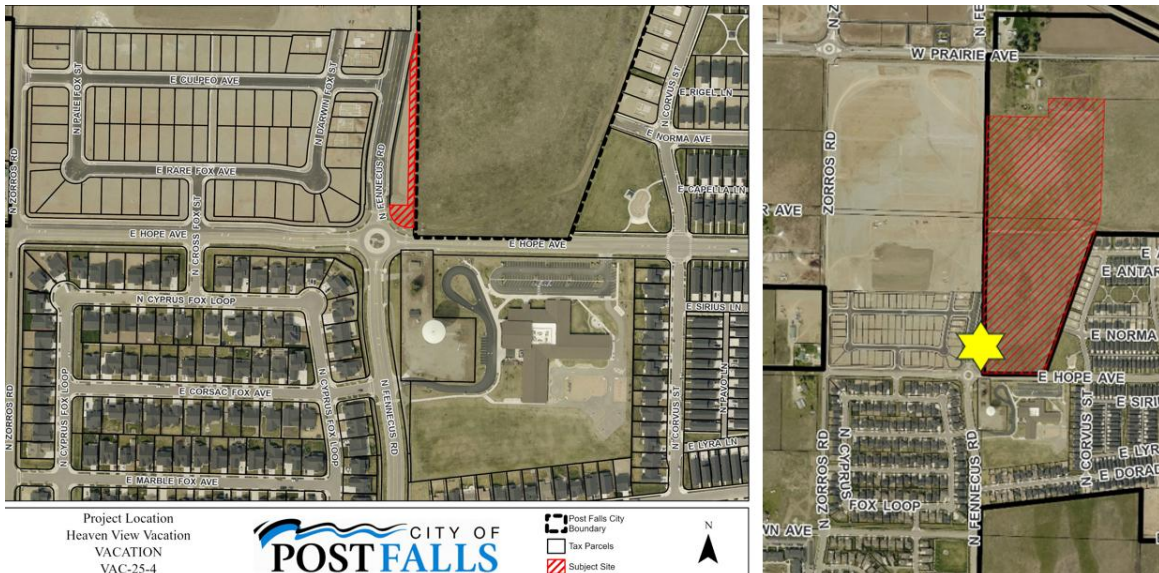
6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

Staff's Response: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

VACATION REQUEST:

Project Location: Generally located at the northeast corner of E. Hope Avenue and N. Fennecus Rd.

AREA CONTEXT (proposed site hatched in following page):

**AREA CONTEXT FOR REQUESTED VACATION (Also See Exhibit A-3):**

Staff reviewed the proposed .368 acre vacation and have no objections to the area cited within this staff report for vacation. Sanitary sewer mains and water mains do exist within the vacation area. This area would be integrated into the subdivision per Exhibit A-3.

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 Phillips 66 – No utilities in the vicinity.
- Exhibit PA-4 Department of Environmental Quality – No Environmental Impact related comments
- Exhibit PA-5 Post Falls Highway District – proposed annexation appears to be consistent with the Transportation Master Plan.

PUBLIC PROCESS: On February 10, 2026, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Single-Family Residential (R1) and Medium Density Residential (R2) as proposed to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation and vacation were mailed to property owners within 300 feet of the proposed project on May 14, 2026, and sent to appropriate jurisdictions and published in the Coeur d'Alene Press on November 15, 2025. The property will be posted by May 22, 2026 with the vacation also being published in the Coeur d'Alene Press on this date.

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 41.12-acres into the City of Post Falls with a zoning request of Single-Family Residential (R1) on approximately 22.13 acres and Medium Density Residential (R2) zoning on approximately 19.52 acres. 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.

ATTACHMENTS:**Applicant Exhibits:**

Exhibit A-1a Annexation Application

Exhibit A-1b Vacation Application
Exhibit A-2 Narrative
Exhibit A-3 Preliminary Plat approved by the Planning Commission
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

Planning and Zoning Commission Testimony

Exhibit PA-1 PFSD Comments
Exhibit PA-2 KCFR Comments
Exhibit PA-3 Phillips 66 Comments
Exhibit PA-4 DEQ Comments
Exhibit PA-5 PFHD Comments

**Record No: ANNX-
25-9**

Annexation

Status: Active

Submitted On: 11/10/2025

Primary Location

47.738424, -116.882475

Owner

No owner information

Applicant Brad Marshall

Application Information

Did an Annexation Pre-app take place?*

Yes

Applicant Type*

Engineer

Description of Project/Reason for Request*

Pro-Made Homes (Strizhaks Haven Ranch LLC) is seeking an infill annexation with R-1 and R-2 zoning approval, along with preliminary subdivision of 41.12 acres (APN 51N04W30-1400, 1000, PL9760000010) located adjacent to the City of Post Falls. The goal is to repurpose the land into a residential development consisting of 209 single-family residential lots approximately 4,200 to 10,700 SF in size to be developed in six phases over time. Please see Vicinity Map (PP-01), Preliminary Subdivision Plat Overall Lot Layout (PP-02), and Phasing Plan (PP-06).

In addition, Pro-Made Homes has worked with the adjacent developer of Foxtail PUD to purchase a small parcel of property and are seeking to vacate a small portion of Fennecus Road and dedicate a new section of Fennecus Road in order to better align the streets and utilities with the existing roundabout at Fennecus and Hope Avenue. Please see Property Road and Sections Details (PP-05) which shows the Right of Way to be vacated and dedicated.

Existing Zoning*

County Ag

Adjacent Zoning*

R-1, County Ag

Current Land Use*

vacant

Adjacent Land Use*

Foxtail PUD to West, south and East,
undeveloped small farm to the north

Proposed Zone*

R-1, R-2

Owner Information

Name*

Strizhaks Haven Ranch LLC

Company

Pro-Made Homes

Phone*

509-392-7080 Ext 110

Email*

paul@infinityhomesofwa.com

Address*

105609 E. Weiser Parkway

City, State, Zip Code

Kennewick WA 99938

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. *



Paul Lavenretiev

Nov 10, 2025



**Record No: VAC-
25-4**

Vacation

Status: Active

Submitted On: 11/10/2025

Primary Location

47.738101, -116.883564

Owner

No owner information

Applicant

 Brad Marshall
 208-762-8787
 bmarshall@jub.com
 7825 Meadowlark Way
Coeur d' Alene, Idaho 83815

Option For Redaction

Would You Like to Submit Redacted Documents* 

—

Applicant Information

Applicant Type*

Owner

Applicant Name*

Strizhaks Haven Ranch LLC

Phone*

509392-7080 Ext 110

Email*

Paul@infinityhomesofwa.com

Address*

105609 E Wiser Parkway

City, State & Zip Code

Kenniwick, WA 99336

Vacation Information

New Field

Pro-Made Homes has worked with the adjacent developer of Foxtail PUD to purchase a small parcel of property and are seeking to vacate a small portion of Fennecus Road and dedicate a new section of Fennecus Road in order to better align the streets and utilities with the existing roundabout at Fennecus and Hope Avenue. Please see Property Road and Sections Details (PP-05) which shows the Right of Way to be vacated and dedicated.

Application Certification

All exhibits presented will need to be identified at the meeting, will be entered into the record, and retained on file.*



The applicant (or representative) must be at the meeting representing this proposal or the application will not be heard. The applicant will be responsible for costs in re-noticing 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. *

✓ Paul Lavenretiev

Nov 10, 2025

Heaven View Annexation and Subdivision, and Vacation of a portion of Fennecus Road Project Narrative Pro-Made Homes

January 2026 (revised)

Prepared by:

J-U-B ENGINEERS, Inc.

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Chapter 1 Introduction and Background

1.1 Introduction and Background

Pro-Made Homes (Strizhaks Haven Ranch LLC) is seeking an infill annexation with R-1 and R-2 zoning approval, along with preliminary subdivision of 41.12 acres (APN 51N04W30-1400, 1000PL9760000010) located adjacent to the City of Post Falls. The goal is to repurpose the land into a residential development consisting of 209 single-family residential lots approximately 4,200 to 10,700 SF in size to be developed in six phases over time. Please see Vicinity Map (PP-01), Preliminary Subdivision Plat Overall Lot Layout (PP-02), and Phasing Plan (PP-06).

In addition, Pro-Made Homes has worked with the adjacent developer of Foxtail PUD to purchase a small parcel of property and are seeking to vacate a small portion of Fennecus Road and dedicate a new section of Fennecus Road in order to better align the streets and utilities with the existing roundabout at Fennecus and Hope Avenue. Please see Property Road and Sections Details (PP-05) which shows the Right of Way to be vacated and dedicated.

The site is adjacent to the city limits of Post Falls to the West, South, and East and consists of two agriculturally zoned parcels located in Kootenai County and one small parcel already in the City. As such, we are requesting annexation to the City of Post Falls with 22.13 acres of R-1, and 19.52 acres of R-2 zoning. Plus, connection to City sewer. The site is also in the process of being annexed into the Ross Point Water District for domestic water service.

The 41-acre site was part of a prior 103-acre annexation and residential-mixed (RM) zoning request, filed in 2021. This prior request was denied by the City in 2022 based on: the capacity of Interstate 90/Highway 41 Interchange, Prairie Avenue constraints, size of the annexation request, incompatible zoning, and some public opposition.

Since that time four years ago, the proposed annexation acreage size and area has been substantially reduced, the I-90/HWY 41 Interchange is undergoing reconstruction with a planned substantial completion in late fall of 2025. Prairie Avenue is scheduled for widening in 2026 and Fennecus Road will be connected to Prairie Avenue as part of Foxtail development partnering with Pro-Made. Adjacent residential lots have been developed on the West, South and East sides of the site in Foxtail PUD, and the Applicant is requesting more traditional zoning (R-1, R-2) for the site. Plus, streets and utilities are available for extension to the site.

In order to clarify the actual land use of the annexation area and R-1 and R-2 zoning request, we are requesting preliminary subdivision approval of the same 41.12 acres

into a residential development consisting of 209 single-family residential lots approximately 4,200 to 10,700 SF in size for development of single-family homes in approximately 6 phases.

Pro-Made Homes is a Pasco, Washington based regional home builder committed to exceptional value and uncompromised quality who builds beautiful, quality homes with functional, enduring design elements.

The preliminary plat sheet list is shown in the table of contents, and are provided for reference.

Chapter 2 General Site Information

2.1 Property Location and City Description

The 41-acre site is located southeast of Highway 41 and Prairie Avenue intersection, adjacent to the intersection of E. Hope Avenue, and the future extension of N. Fennecus Road north toward Prairie Avenue. The site is adjacent to the City Limits of Post Falls to the West, South and East and is an infill annexation. The site is in the Area of City Impact (ACI) of Post Falls. The site is also adjacent to the Foxtail Planned Unit Development (PUD) and near the Post Falls School District's Treaty Rock Elementary School. Please see Vicinity Map (PP-01).

2.2 General Property Description and Soils

The subject property was an agricultural field and cattle pasture and has an abandoned non-operating irrigation ditch on the East side of the property. The property is level and slopes mildly toward the South.

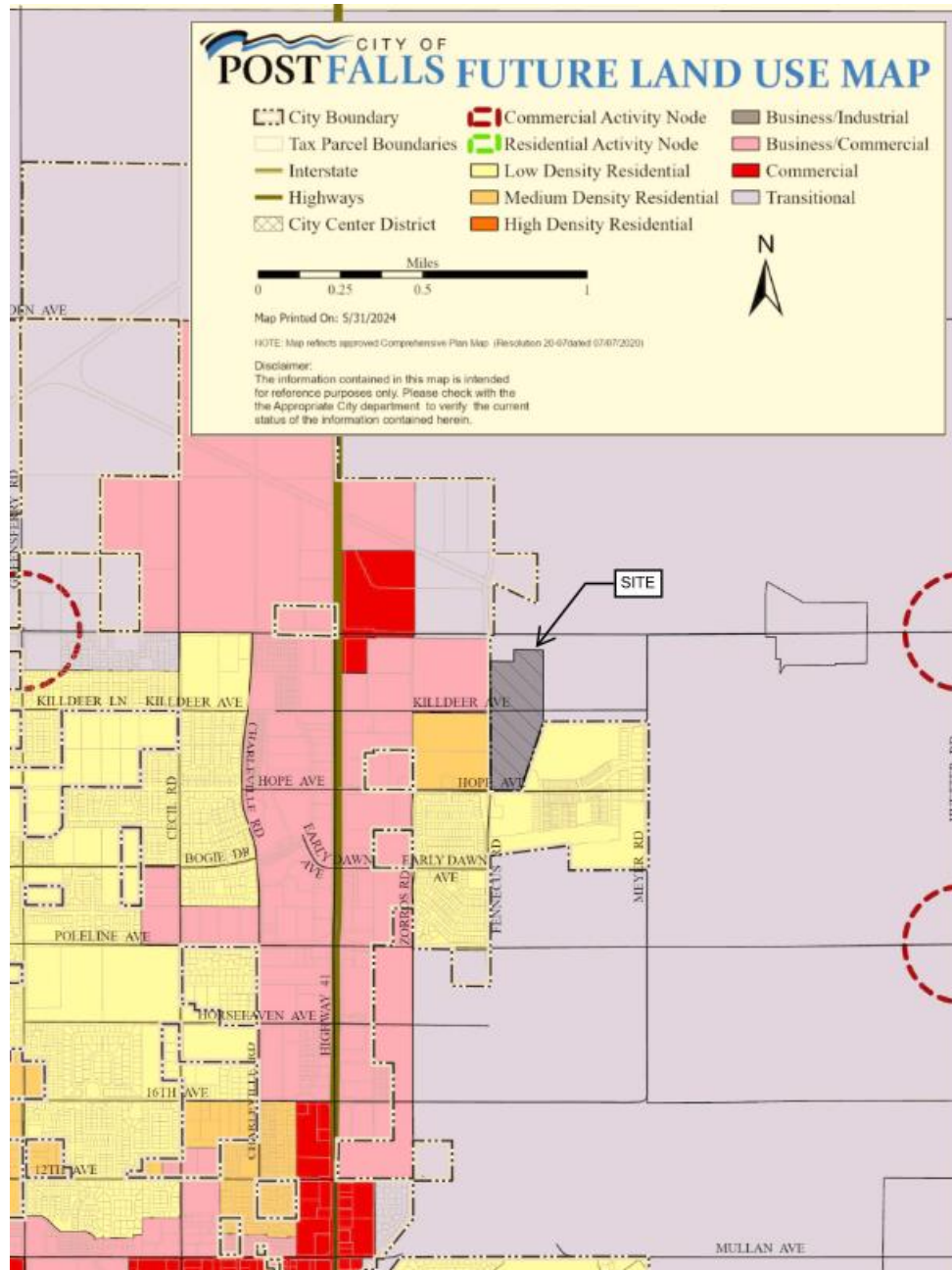
Per the NRCS custom soil report for this site, site soils generally consist of Garrison gravelly silt loam. This typical soil profile includes various depths of gravelly ashy silt loam, very gravelly loam, very gravelly sandy loam, and very gravelly coarse sand. The site is over the Rathdrum Prairie Aquifer, which is a sole source aquifer that provides drinking water for the Coeur d' Alene/Spokane Area, so there is ample water for the project from Ross Point Water District.

Chapter 3 Annexation

The applicant is seeking the annexation with R-1 and R-2 zoning approval, along with the preliminary subdivision of 41.12 acres (APN 51N04W30-1400 and 1000) adjacent to the City of Post Falls into a residential development consisting of 209 single-family

residential lots approximately 4,200 to 10,700 SF in size, to be developed in phases over time.

Comprehensive Plan Land Use and Zoning The City of Post Falls Comprehensive Plan Focus Area is 41 North, and the Future Land Use Designation is Transitional (T), which is assigned to lands suitable for growth. See **Figure 1** - Future Land Use Map with the proposed site labeled.



The site is currently zoned Agricultural in the County and is adjacent to City of Post Falls R-1 Single Family zoning in the Foxtail PUD to the West, South and East of the site. In addition, as the area between the proposed annexation and Prairie Avenue is annexed, over time it will likely be annexed with a higher density, or commercial, or mixed-use designation due to the location along Prairie Avenue. As such, the proposed R-1 and R-2 zoning is appropriate for the site and compatible with future land use in the area. See **Figure 2 - Zoning Map** below.

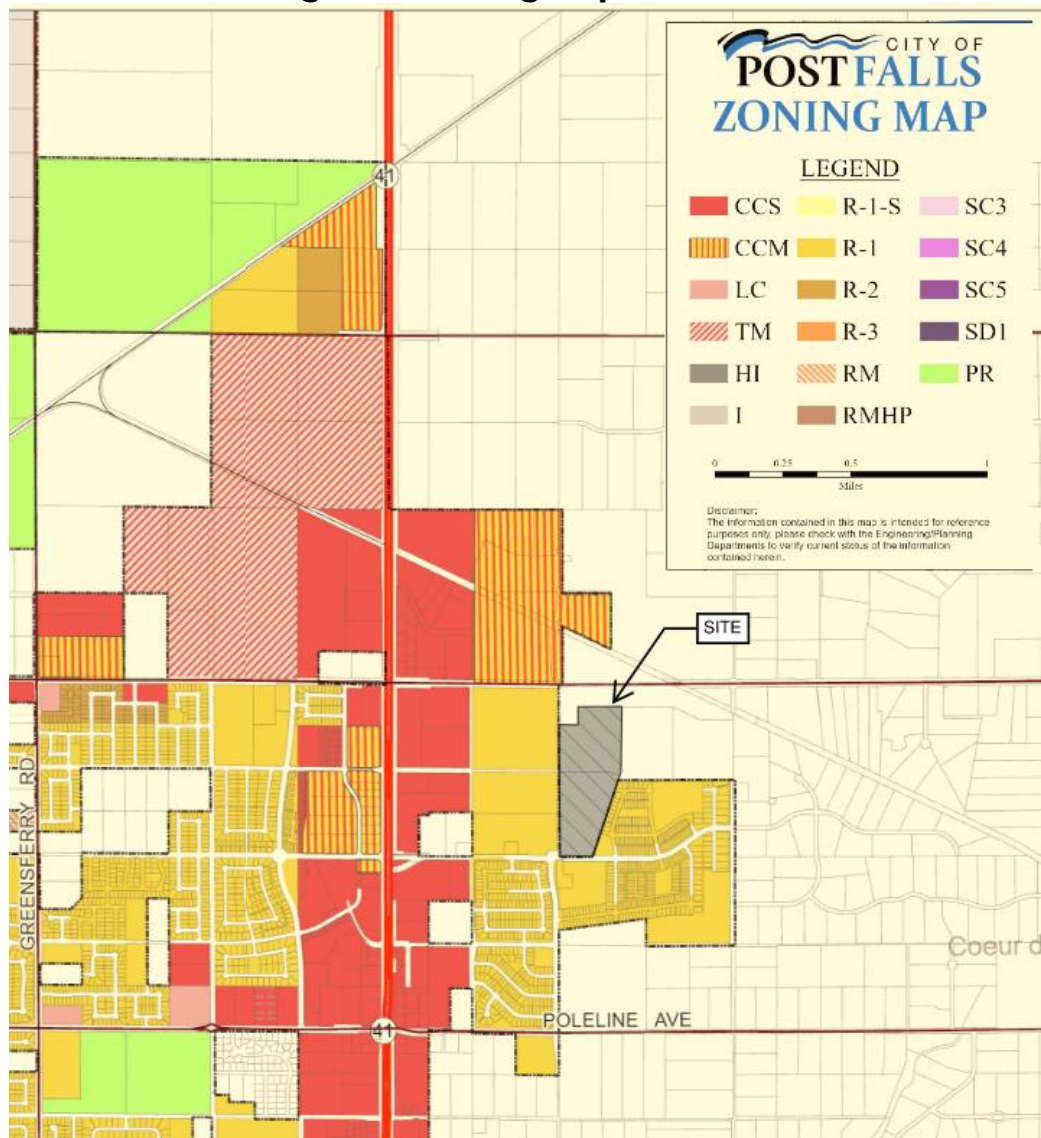


Figure 2 - Zoning Map

3.1 Timeliness

The request is now timely and appropriate, because the proposed 41-acre annexation acreage size and area has been substantially reduced from the prior 103-acre request 3 years ago. The Highway 41 and Interstate 90 Interchange reconstruction has

continued with a planned substantial completion in late fall of 2025 which will substantially increase the capacity of the interchange. Prairie Avenue widening is planned for 2026 which will increase capacity of Prairie Avenue. Fennecus Road will be connect to Prairie Avenue as part of Foxtail partnered with Pro-Made. Adjacent lots have been developed in Foxtail to the West, South and East sides of the site, and the Client is requesting more traditional zoning (R-1, R-2) for the site than the prior residential mixed (RM) zoning.

3.2 Housing Availability and Affordable Study for Kootenai County

"Kootenai County continues to have a shortage of workforce and affordable housing for our current residents, future generations, and incoming citizens. More specifically "The Housing Availability and Affordability Study, and Update for Kootenai County" key takeaways and summary conclusions include:

"The Kootenai County housing market affects all stakeholders, yet many remain unaware of its direct impact on them and the community as a whole. The housing crisis will fundamentally alter the character of the community and the economy of the region if prices and rents continue to increase at their current rates. Many negative impacts are already occurring:

- Regional employers can't find housing for their employees leaving many positions unfilled.
- New potential firms may not relocate to Coeur d'Alene due to the high cost of housing.
- Many long-term residents are being squeezed out of the housing market and moving outside the county (i.e., to Spokane County or other surrounding counties).
- The children of residents will be unable to live in the community because they can't afford housing.
- The diversification of the economy may slow or even reverse. Newer high technology companies and manufacturing facilities may be driven out of the market due to high housing costs.
- The supply curve for housing will become steeper (i.e., more inelastic) leading to greater volatility and periodic price bubbles along with steep price declines during recessions.
- The high housing and rent costs will lead to a substitution of nonresidents for residents.
- The effective standard of living for many residents will decline due to high housing costs.
- High housing costs can actually lead to less open space in the county, greater sprawl, and less environmentally sound outcomes.

Increasing housing supply will reduce housing prices but will require regional cooperation and dedication. Paths for increasing supply are relatively straight-forward:

- A serious, and controllable, impediment to increasing the supply of housing is local zoning and building regulations.
- When land availability is a constraint to increased supply, mixed-use and mixed-residential zoning can facilitate that increased supply.
- Allowing the annexation of available land close to the cities is also important.
- Cities can control or influence the supply of housing but not the demand for housing”

Reference: Next Steps: The Housing Availability and Affordable Study for Kootenai County. 2023

The intent of the proposed R-1, and more specifically the R-2 zones and lots, is to help address the housing shortage in Kootenai County (i.e. Post Falls) by bringing to market affordable entry level and mid-market single family homes for purchase by first time and second time home buyers. [Our workforce of teachers, nurses, fireman, police, etc.]

Chapter 4 Proposed Subdivision

The Applicant is seeking approval to subdivide the 41.12-acre site into a residential development consisting of 209 single-family residential lots from approximately 4,200 to 10,700 SF, to then develop the lots and build homes in six phases over time. Please see Preliminary Phasing Plan PP-06

Based on the phasing plan and projected final subdivision design and construction schedule for the infrastructure, the homes in the first phase will not be occupied until late 2026 after the Interstate 90/Highway 41 Interchange is completed. The remaining phases are tentatively scheduled for 2027, 2028, 2029 completion and occupancy.

4.1 Existing and future traffic patterns

The site is adjacent to the intersection of East Hope Avenue and the future extension of North Fennecus Road toward Prairie Avenue and located between two phases of the Foxtail PUD. The project will connect to Norma and Aguila Avenue in Foxtail 9th Addition, to Fennecus in the Foxtail 10th Addition, and frontage improvements will be made to Hope Avenue. Hope Avenue and Fennecus Road are classified as three-lane collectors providing access and circulation in the area. Streets throughout the planned subdivision will meet the City’s typical local residential street section.

The proposed subdivision will be accessed from Fennecus Road to the south that connects to E Poleline Road. Plus, the subdivision will be accessed off of E Hope Avenue to N Meyer Road. The project will connect to Norma and Aguila Avenues in the Foxtail 9th Addition. As Foxtail 11th and 12th addition are developed Fennecus Road will likely be extended to the north connecting to Prairie Avenue. Both in the short and long term the proposed subdivision will have excellent access and circulation for vehicle and pedestrian traffic. Please see Vicinity Map shown on plan sheet PP-01

4.2 Right of Way Vacation Fennecus Road

Related to the subdivision request, Pro-made is seeking to vacate a small portion of Fennecus Road and dedicate a new section of Fennecus Road in order to better align with the street and utilities with the existing roundabout at Fennecus and Hope Avenue, in accordance with City Code, Idaho Code 40-203. Plus, Idaho Code 50-1321 The revised Fennecus Road and utility alignment provides an improved street, water, sewer, and dry utility layout, and it allows Fennecus to operate as a Major Collector Roadway between Hope Ave and Prairie Ave. Procedurally, the section of street will be vacated, and ownership will be returned to the adjacent owner (Promade) The property will be included in the phase I final plat and construction plans realigning the City Streets, utilities and cleaning up the lot boundaries and street alignment. Please see Property and Road Sections Details (PP-05) sheet outlining the property to be purchased by the adjacent property owner, property to be dedicated to the City, and Property to be vacated.

4.3 Domestic Water

The site is near the Ross Point Water District Boundary and the Pro-Made is in the process of annexation into the Water District to connect to the district's wells, reservoirs, and water mains. The Annexation process will take 3-6 months and require the transfer of water rights to the Water District to serve future homes in the development. There is a 12-inch water main in Hope Avenue running along the south portion of the property, and 8-inch water mains in adjacent streets Norma and Aguila Avenue in the Foxtail 9th Addition. Within Fennecus Rd in the Foxtail 10th Addition, there is an 8-inch water main.

4.4 Wastewater

There is an 8-inch gravity sewer main adjacent to Hope Avenue, Norma Avenue, and Aguila Avenue. A 15-inch gravity sewer main in Fennecus Road can be extended into the site during phased development. The sewer and gravity flow east to Meyer Road, then south toward Highway 41 to an Equalization Basin. Wastewater will be pumped to the city's treatment plant on the west side of Post Falls. Please see Utility Plan (PP-07)

4.5 Stormwater

Stormwater from impervious surfaces will be treated and retained on site. The most used stormwater best management practice (BMP) is a vegetated swale, which can either be placed in roadside swales between the curb and sidewalk, or in larger community swales adjacent to single-family lots. In this case, we intend to utilize community swales in planned locations within the project. Please see the Grading and Drainage Plan (PP-08)

4.6 Dry Utilities

Future development will require the extension of electricity and natural gas into the project. The site is located within the Avista and Kootenai Electric Cooperative (KEC) services boundaries for electrical and natural gas services. Avista is the only provider of natural gas, but it appears electrical services can be provided by both Avista and KEC and will be determined prior to final design.

4.7 Annexation Review Criteria:

The Planning Commission and City Council are required to evaluate the proposed annexation and zoning request against the approval criteria. Below are the Applicants suggested responses to the criteria for consideration of approval.

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?

Response: The applicant has requested initial zoning of R-1 and R-2 zoning on approximately 41.2 acres upon the annexation into the city of Post Falls. The Future Land Use Map Focus Area is 41 North, and the Future Land Use Designation is Transitional (T) which is assigned to lands suitable for growth. The proposed single-family residential (R-1) and R-2 zones are in accordance with the Future Land Use Map and Focus Area, the zones are located near other R-1 zones and is consistent with the relevant guidelines. In addition, the area has neighborhood schools, services and commercial development, which creates a complimentary synergy. Furthermore, an elementary school is located just south of the site approximately and the Post Falls High School is approximately 1.00 mile to the southwest.

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?

Response: Based on the application materials provided the requested R-1 and R-2 zones are consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

Response: This proposal helps build economic diversity by capitalizing on access to neighboring job centers and developing a strong business base within City limits. This proposal builds and sustains adverse, balanced economic base, retains existing quality-of-life assets, and helps keep Post Falls prosperous.

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

Response: This proposal keeps with Post Falls neighborhoods' character and unhurried pace and helps ensure those neighborhoods are kept safe, active, and aesthetically pleasing. This proposal will provide an attractive, pedestrian-friendly development with diverse housing types. Additionally, Hope Avenue would be improved with added pedestrian connectivity.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service; Impact Fees are paid at the time of permit issuance to aid in maintaining the community levels of service.
- Foster the long-term fiscal health of the community.

Response: Additional housing may help further the City's long-term fiscal health by supporting both the Industrial and Commercial uses by supporting employment and commerce objectives.

- Maintain and enhance resident quality of life;

Response: There is an elementary school adjacent to the site, and the high school is just one mile away, Tullamore Park about .5 miles to the West, there is a proposed City and Nieghorhood Park in Foxtail adjacent to the proposed project. As Hwy 41 and Prairie Avenue develops, commercial services will be about .5 mile to the West. The proposed Prairie Medical Center is a half mile away and the proposed project will provide much needed attainable housing within walking distance of the hospital.

- Promote compatible, well-designed development.

Response: The development will need to meet city design standards, this, in turn, promotes compatible, well-designed development.

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

Response: The City staff reviews transportation impacts and sewer and water capacity. Any predicted inadequacies identified are addressed, and/or outline a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

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

- Future land use mapping.

Response: This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses; The proposed development pattern for this proposal is compatible with the surrounding uses as they are other existing or planned single-family households in the city to the West, South and East in Foxtail PUD. The request is an infill annexation and zoning.
- Infrastructure and service plans.

Response:

The Sanitary Sewer for the site is located at the southwest corner of the property. The requested zoning complies with the land use assumptions within the City's. Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service, and the City is willing to serve the property at the requested density. The Applicant understands capacity is not a guarantee of future service. The property is not subject to any Local Improvement Districts (LID's). However, the property is in Subsequent User Agreements, or Sewer Surcharges area for the 12th avenue sewer main and the fees will be due at the building permit stage.

Water service for the site will be provided by the Ross Point Water District.

Existing and future traffic patterns; The site is adjacent to the intersection of East Hope Avenue and the future extension of North Fennecus Road toward Prairie Avenue and located between two phases of the Foxtail PUD. The project will connect to Norma and Aguila Avenue in the Foxtail 9th Addition, to Fennecus in the Foxtail 10th Addition, and frontage improvements to be made to Hope Avenue. Hope Avenue is classified as a

three-lane minor collector. Roadways throughout the planned subdivision will meet the City's typical local residential street section.

The proposed subdivision will be accessed from Fennecus Road to the South that connects to E Poleline Road. Plus, the subdivision will be accessed off of E Hope Avenue to N Meyer Road. The project will connect to Norma and Aguila Avenues in the Foxtail 9th Addition. As Foxtail 11th and 12th addition are developed Fennecus Road will be extended to the north connecting to Prairie Avenue. Both in the short- and long-term the proposed subdivision will have excellent access and circulation for vehicle and pedestrian traffic.

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

The response to this is embedded within the analysis of this recommendation.

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

Response: The site is currently surrounded by incorporated City to the West, South and East and is a County "island". The City of Post Falls is the purveyor of Sanitary Sewer, and Ross Point Water District will supply water to the site. Sanitary sewer infrastructure is located at the property's south end. The City has capacity and is willing to provide service to the site. Utilities would need to be extended within the site with any future subdivision. The City have readily available service infrastructure and capacity.

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?

Response: Political subdivisions will be notified, and no evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the City will find this criterion satisfied.

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

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?

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?

4.8 Subdivision Review Criteria:

The Planning Commission is required to evaluate the proposed subdivision request against the approval criteria. Below are the Applicants suggested **responses** to the criteria for consideration of approval.

SUBDIVISION REVIEW CRITERIA: (Post Falls Municipal Code Title 17.12.060, Subsection H):

No subdivision shall receive approval unless findings and conclusions are made that:

C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

Response: Ross Point Water District will provide water service to the project. The applicant will provide a will-serve letter from the water district stating they have the capacity, willingness, and intent to serve the 209-lot subdivision in phases.

C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

Response: The City of Post Falls has adequate capacity and is willing to provide service to the subdivision as proposed.

C3. Proposed streets are consistent with the transportation element of the comprehensive plan.

Response: The subdivision and proposed layout are consistent with the City's Transportation Master Plan by improving and widening E. Hope Road, the adjacent collector, and finding that the proposed connectivity throughout the subdivision with the adjacent local streets further supports approval.

C4. All areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Response: There are no soil or topographical conditions that would prevent or hinder the development of the property.

C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.

Response: The subdivision and proposed lots conform to Title 17 and Title 18 requirements for Single-Family Residential (R-1) and (R-2) zoning by providing lots meeting or exceeding the minimum lot size and frontage requirements.

C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

Response: Annexation, Impact, and Surcharge fees will be assessed on individual building permits at the time of issuance to mitigate the off-site impacts to parks, public safety, streets, Kootenai County Fire and Rescue, and Kootenai County Emergency Management Services.

C7. Additional Recommended Conditions necessary to ensure compliance with the adopted.

4.9 Vacation Review Criteria:

Describe the proposal including a review of possible effects on adjoining landowners if the request is granted.

Response: Related to the subdivision request Pro-made is seeking to vacate a small portion of Fennecus Road and dedicate a new section of Fennecus Road in order to better align with the street and utilities with the existing roundabout at Fennecus and Hope Avenue in accordance with City Code, Idaho Code 40-203. Plus, Idaho Code 50-1321. The revised Fennecus Road and utility alignment provides an improved street, water, sewer, and dry utility layout and allows Fennecus to operate as a Major Collector Roadway between Hope Ave. and Prairie Ave. Procedurally the section of street will be vacated, and ownership will be returned the applicant. Once vacated, the sliver of land will be included in the phase I final plat and construction plans realigning the City Streets, utilities and cleaning up the lot boundaries and street alignment.

4.10 Summary Request

Pro-Made Homes is respectfully requesting annexation with R-1 and R-2 zoning approval, along with preliminary subdivision of 41.12 acres adjacent to the City of Post Falls into a residential development consisting of 209 single-family residential lots approximately 4,200 to 10,700 SF in size. In addition, Pro-made is seeking to vacate a small portion of Fennecus Road and dedicate a new section of Fennecus Road in order to better align with the existing roundabout at Fennecus and Hope Avenue. The site is adjacent to the city limits of Post Falls to west, south, and east.

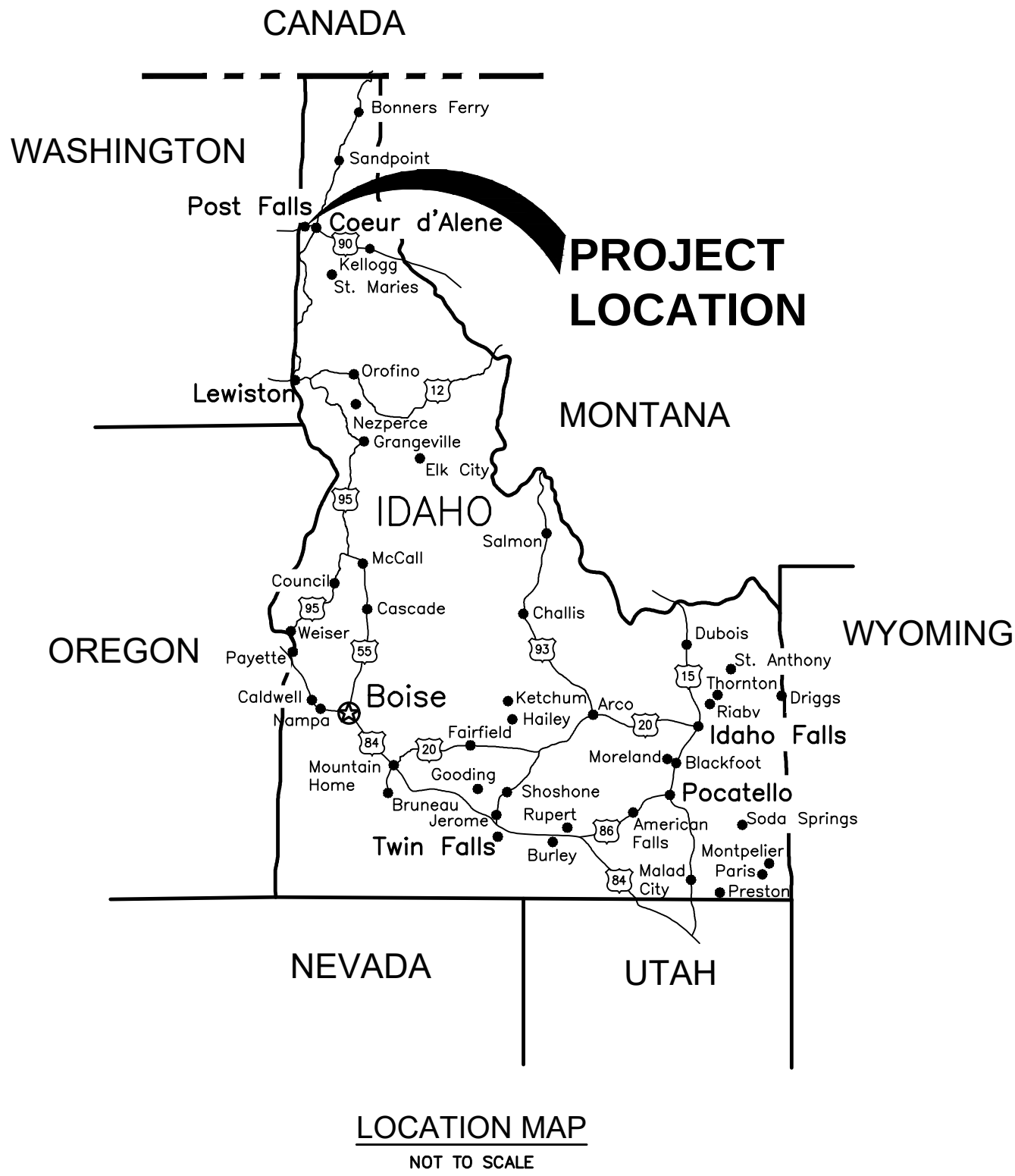
The 41-acre site was part of a prior 103-acre annexation and residential-mixed (RM) zoning request, filed in 2021. This prior request was denied by the City in 2022 based on the capacity of Interstate 90/Highway 41 Interchange, Prairie Avenue constraints, size of the annexation request, incompatible land use, zoning, and some public

opposition. Since that time 4 years ago, the proposed annexation acreage size and area has been substantially reduced, the I-90/HWY 41 Interchange is undergoing reconstruction with a planned substantial completion in Fall of 2025, Prairie Avenue is scheduled for widening in 2026-2028, adjacent lots have been developed on the West, South and East sides of the site in Foxtail PUD, and the Applicant is requesting more traditional zoning (R-1, R-2) for the site. Plus, streets and utilities are available for extension to the site.

In order to clarify the actual land use of the annexation area and R-1 and R-2 zoning request we are requesting preliminary subdivision approval of the same 41.12 acres into a residential development consisting of single-family residential lots approximately 4,200 to 10,700 SF in size for development of single-family homes in 6 phases.

Based on the submittal of detailed applications, existing conditions as outlined in the narrative meeting the review criteria for annexation, zoning, subdivision and vacation Pro-Made Homes again is respectfully requesting approval of the requests.

Plot Date: 10/20/2025 1:01 PM Plotted By: Stephanie Nelsen
Date Created: 10/22/2024 JUB.COM\CENTRAL\CLIENTS\ID\PROMADEHOMES\PROJECTS\20-24-031 - PRELIMINARY\DESIGN\CD\SUBSET\20-24-031 - PP-01.DWG



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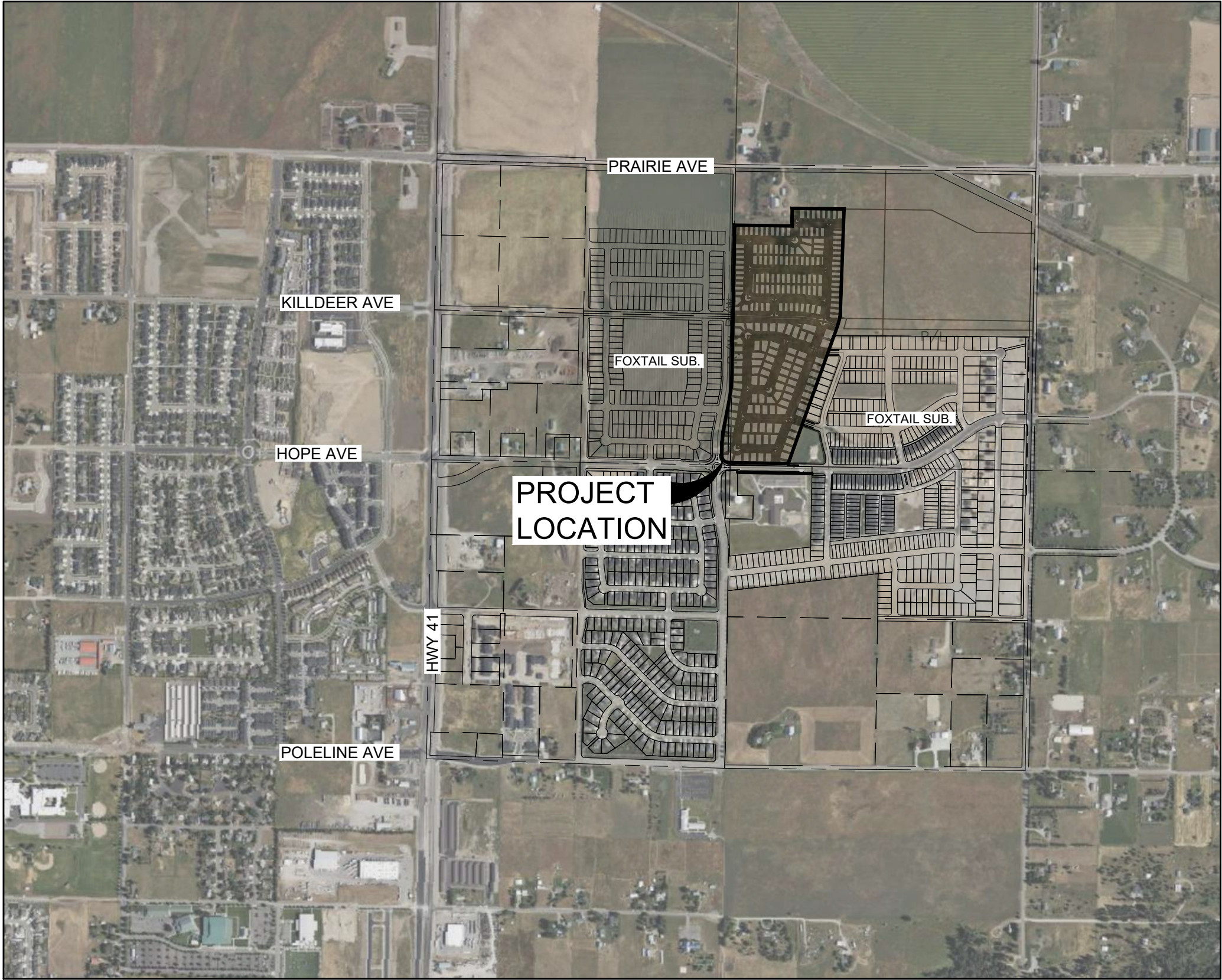
Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER
UTILITIES

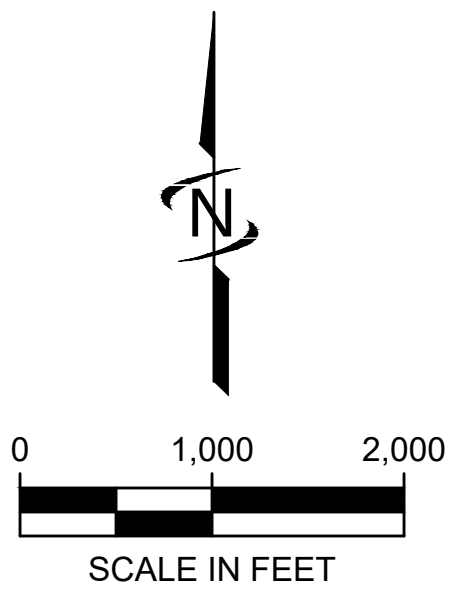
Exhibit A-3

HEAVEN VIEW SUBDIVISION

POST FALLS, ID
OCTOBER 2025



VICINITY MAP
SECTION 30, T51N, R4W



J-U-B PROJECT NO. 20-24-031



J-U-B ENGINEERS, INC.

7825 Meadowlark Way, Coeur d'Alene, ID 83815
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THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Sheet List Table	
Sheet Number	Sheet Title
PP-01	COVER
PP-02	OVERALL LOT LAYOUT
PP-03	LOT LAYOUT
PP-04	LOT LAYOUT
PP-05	PROPERTY AND ROAD SECTIONS DETAILS
PP-06	PHASING
PP-07	UTILITY PLAN
PP-08	GRADING DRAINAGE PLAN
PP-09	OVERALL LANDSCAPE PLAN

LEGEND

EXISTING		PROPOSED
---	SECTION LINE	---
---	BOUNDARY LINE	---
--- P/E ---	PERMANENT EASEMENT	---
--- S ---	SANITARY SEWER LINE	SS
--- W ---	WATER LINE	W
---	CENTERLINE	---
---	PUBLIC RIGHT OF WAY LINE	---
--- P/L ---	LOT LINE	---
---	DITCH FLOW LINE	---
---	FIRE HYDRANT	---
---	EDGE OF GRAVEL	EG
---	EDGE OF PAVEMENT	EP
---	OVERHEAD POWER	OHP
---	FENCE LINE	X



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

REUSE OF DRAWINGS
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REVISION		BY		DATE
NO.	DESCRIPTION	NO.	BY	DATE

HEAVEN VIEW SUBDIVISION - PRELIM. PLAT
PROMADE HOMES

COVER

FILE: 20-24-031_PP-01
JUB PROJ. #: 20-24-031
DRAWN BY: SAV
DESIGN BY: CCH
CHECKED BY: CCH
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 10/20/2025

SHEET NUMBER:

PP-01

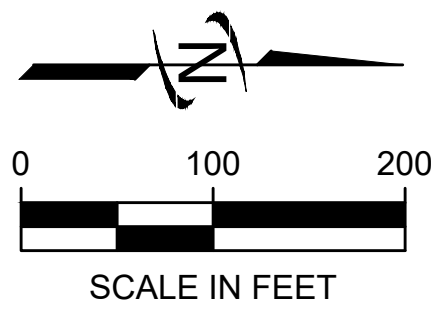
Plot Date: 10/20/2025 1:01 PM Plotted By: Stephanie Nielsen
Date Created: 12/07/2024 JUB.COM\CENTRAL\CLIENT\SID\PPROMADEHOMES\PROJECT\20-24-031_PP-02.DWG

ROSS POINT WATER DISTRICT
P00000304800

POST FALLS SCHOOL
DISTRICT #273
P00000308050

PROPOSED: FOXTAIL
SUBDIVISION FUTURE PHASE
COEUR DEVELOPMENT LLC
P705030027AB

PROPOSED: FOXTAIL SUBDIVISION FUTURE PHASE
LAKESIDE REAL ESTATE HOLDINGS II LLC
P705030005AA





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Coeur d'Alene, ID 83815
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NO.	REVISION	DESCRIPTION	DATE

HEAVEN VIEW SUBDIVISION - PRELIM. PLAT
PROMADE HOMES

OVERALL LOT LAYOUT

FILE: 20-24-031_PP-02
JUB PROJ. #: 20-24-031
DRAWN BY: SAV
DESIGN BY: CCH
CHECKED BY: CCH
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 10/20/2025
SHEET NUMBER:
PP-02

NOTES:

- CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO THE CITY OF POST FALLS VERTICAL DATUM (NAVD '88) DATUM.
- THE STREETS WITHIN THIS DEVELOPMENT ARE PUBLIC STREETS. THE PUBLIC STREET SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF POST FALLS STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.50%.
- ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT TRACTS A, B, AND C, BLOCK 1, TRACT D, BLOCK 3, TRACT E AND F, BLOCK 4, TRACTS G AND H, BLOCK 5, TRACTS I AND J, BLOCK 6, TRACT K, BLOCK 8, TRACT L, BLOCK 10, TRACT M, BLOCK 11, TRACT N, BLOCK 12, AND TRACT O, BLOCK 13. THESE TRACTS ARE COMMON AREAS FOR STORMWATER RETENTION AND TREATMENT.
- PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, AND CABLE TELEVISION.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY ROSS POINT WATER DISTRICT
- SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF POST FALLS
- IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY
- LANDSCAPED COMMON AREA TRACTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE COMMON AREA TRACTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF POST FALLS CODE REQUIREMENTS.
- ANY RE-PLATTING, BOUNDARY LINE ADJUSTMENT, OR FURTHER SUBDIVIDING OF THE LOTS WITHIN THIS PLAT SHALL COMPLY WITH APPLICABLE CITY CODE, ZONING REGULATIONS, AND FINAL PLAT RESTRICTIONS IN EFFECT AT THE TIME OF APPLICATION. SAID ACTIONS ARE SUBJECT TO THE REVIEW AND APPROVAL PROCESS IN PLACE AT THE TIME OF APPLICATION.
- THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805 OR ITS PROVISIONS THAT MAY APPLY TO IRRIGATION RIGHTS.
- A STORMWATER DRAINAGE EASEMENT SHALL BE RESERVED ACROSS THE COMMON AREA TRACTS FOR THE BENEFIT OF THE HOMEOWNERS ASSOCIATION AND THE CITY OF POST FALLS. LANDSCAPING IN THESE AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND THE CITY OF POST FALLS SHALL PROVIDE HEAVY MAINTENANCE OF THE STORM DRAINAGE FACILITIES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUBDIVISION.

LAND USE SUMMARY

TOTAL AREA: 41.64 AC.
TOTAL LOTS: 224 LOTS

COMMON AREA TRACT: 15 LOTS

RESIDENTIAL LOTS: 209
RESIDENTIAL GROSS DENSITY: 5.0 DU/AC
RESIDENTIAL NET DENSITY: 7.5 DU/AC

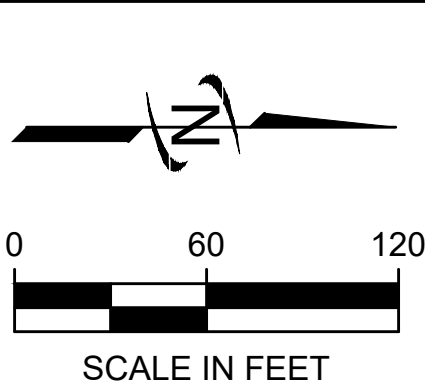
AVERAGE LOT SIZE: 5,811 S.F.
SMALLEST LOT: 4,209 S.F.
EXISTING ZONE: COUNTY, AGRICULTURE
PROPOSED ZONE: R-1, R-2

R-1 ZONE
AREA: 22.13 AC.
RESIDENTIAL LOTS: 92
COMMON TRACT LOTS: 10 LOTS
RESIDENTIAL GROSS DENSITY: 4.2 DU/AC
RESIDENTIAL NET DENSITY: 6.2 DU/AC
AVERAGE LOT SIZE: 7,008 S.F.
SMALLEST LOT: 6,500 S.F.

R-2 ZONE
AREA: 19.52 AC.
RESIDENTIAL LOTS: 117 LOTS
COMMON TRACT LOTS: 5 LOTS
RESIDENTIAL GROSS DENSITY: 6.0 DU/AC
RESIDENTIAL NET DENSITY: 8.9 DU/AC
AVERAGE LOT SIZE: 4,871 S.F.
SMALLEST LOT: 4,209 S.F.

HUGHES FARM DEVELOPMENT
COMPANY LLC
51N04W300900

HUGHES FARM DEVELOPMENT
COMPANY LLC
51N04W301200





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

PRELIMINARY PLANS

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REVISION

NO.	DESCRIPTION	BY	DATE

HEAVEN VIEW SUBDIVISION - PRELIM. PLAT

PROMADE HOMES

LOT LAYOUT R-1 ZONE

FILE: 20-24-031_PP-03_LAYOUT_SOUTH

JUB PROJ. #: 20-24-031

DRAWN BY: SAV

DESIGN BY: CCH

CHECKED BY: CCH

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

LAST UPDATED: 10/20/2025

SHEET NUMBER: PP-03



PRELIMINARY
PLANS

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CONSTRUCTION

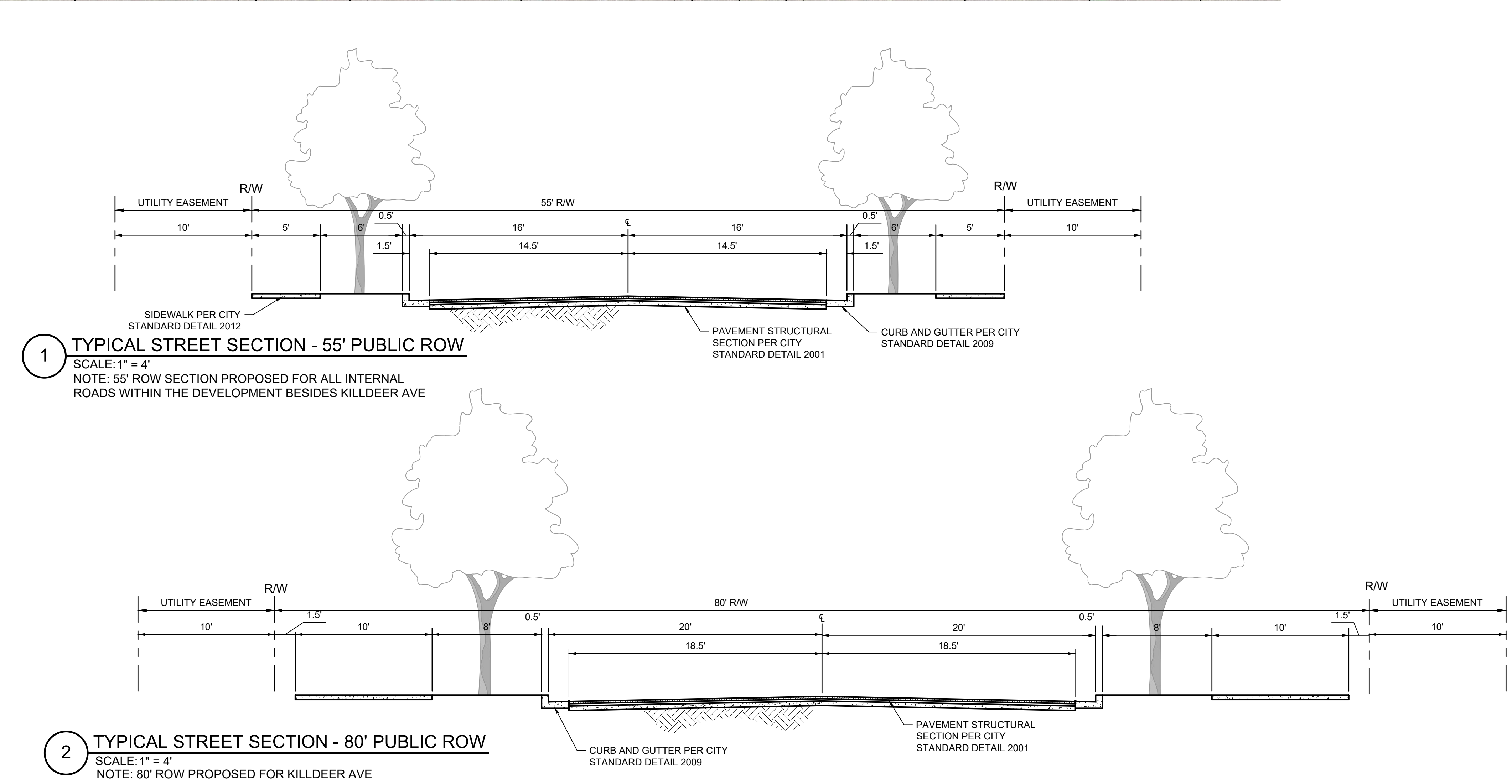
J-LB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME MAY BE REUSED WITHOUT WRITTEN CONSENT BY J-LB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-LB.

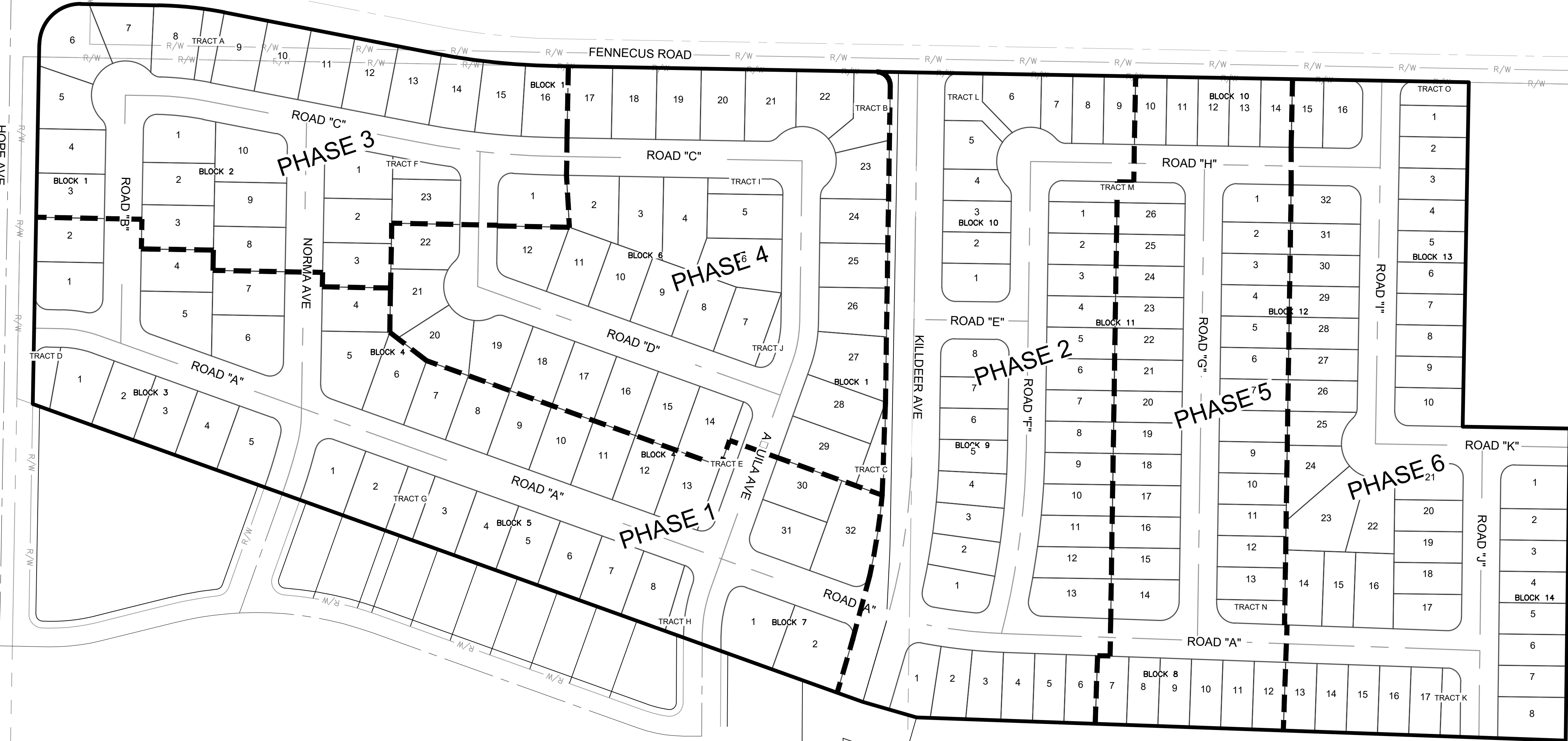
LOT LAYOUT R-2 ZONE

E: 20-24-031_PP-04_LAYOUT_NORTH B PROJ. #: 20-24-031 DRAWN BY: SAV DESIGN BY: CCH CHECKED BY: CCH  ONE INCH AT FULL SCALE, IF NOT ONE INCH, SCALE ACCORDINGLY LAST UPDATED: 1/6/2025 SHEET NUMBER:
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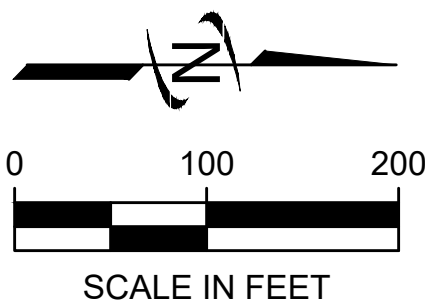
PP-04

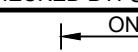






PHASE LOT COUNT			
PHASE	R1 LOTS	R2 LOTS	TOTAL LOTS
PHASE 1	34		
PHASE 2		36	
PHASE 3	25		
PHASE 4	33		
PHASE 5		37	
PHASE 6		44	
FINAL BUILDOUT	92	117	209

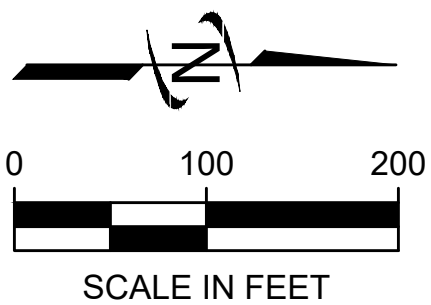
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FILE : 20-24-031_PP-06_PHASING
JUB PROJ. #: 20-24-031
DRAWN BY: SAV
DESIGN BY: CCH
CHECKED BY: CCH
 ONE INCH AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 12/30/2024
SHEET NUMBER:
PP-06

Plot Date: 10/29/2025 1:09 PM, Plotted By: Stephanie Nelson
Date Created: 11/13/2024 JUB.COM/CENTRAL/CLIENTS/ID/PROMADEHOMES/PROJECTS/20-24-031_PP-08 GRADING DRAINAGE.DWG



PROPOSED RELATIVE HIGH POINT = 
PROPOSED RELATIVE LOW POINT WITH
OPEN SPACE AND STORMWATER SWALE = 
PROPOSED RELATIVE DRAINAGE DIRECTION = 





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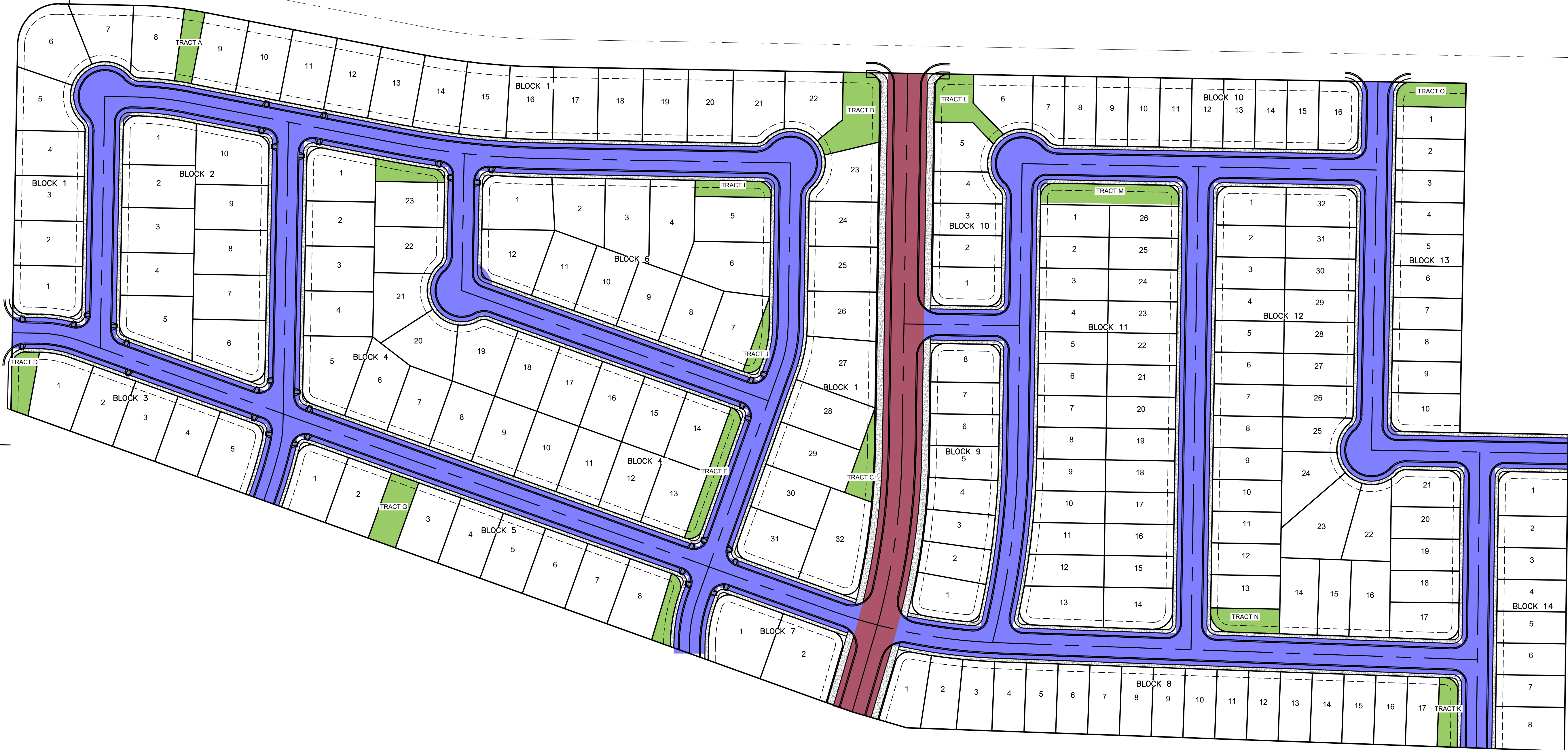
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REVISION			
NO.	DESCRIPTION	BY	DATE

HEAVEN VIEW SUBDIVISION - PRELIM. PLAT
PROMADE HOMES

GRADING □ DRAINAGE PLAN

FILE: 20-24-031_PP-08 GRADING DRAINAGE
JUB PROJ. #: 20-24-031
DRAWN BY: SAV
DESIGN BY: CCH
CHECKED BY: CCH
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY
LAST UPDATED: 11/13/2024
SHEET NUMBER:
PP-08

Plot Date: 10/20/2025 1:02 PM Plotted By: Stephanie Nielsen
Date Created: 10/20/2025 JUB.COM\CENTRAL\CLIENT SITE\FROM\MADE\HOMES\PROJECTS\20-24-031_PP-09 LANDSCAPE.DWG



- LEGEND**
- CLASS I TREES IN ROW, 6' PARKSTRIP
 - CLASS II TREES IN ROW, 8' PARKSTRIP
 - COMMUNITY SWALE / OPEN SPACE

- NOTES**
- TREES SHALL BE CHOSEN FROM THE CITY'S LIST OF APPROVED STREET TREES
 - WHERE POSSIBLE, TREES SHALL BE PLACED IN THE CENTER OF THE PARK STRIP AND SHALL BE SPACED AT 20' ON CENTER (CLASS I) OR 30' ON CENTER (CLASS II) WHERE STANDARD SPACING IS NOT POSSIBLE DUE TO DRIVEWAYS OR UTILITIES, SPACING MAY BE ADJUSTED AS NEEDED.



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REVISION		NO.	DESCRIPTION	BY	DATE

HEAVEN VIEW SUBDIVISION - PRELIM. PLAT
PROMADE HOMES

OVERALL LANDSCAPE PLAN

FILE: 20-24-031_PP-09 LANDSCAPE

JUB PROJ. #: 20-24-031

DRAWN BY: SAV

DESIGN BY: CCH

CHECKED BY: CCH

AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 10/28/2024

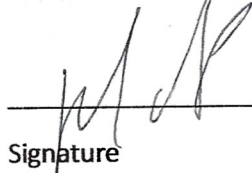
SHEET NUMBER:

PP-09

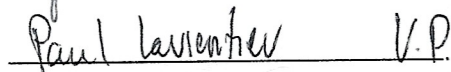
Exhibit A-4

LETTER OF AUTHORIZATION

I Paul Lavrentiev, Vice President of Strizhak's Haven Ranch LLC, hereby authorize J-U-B ENGINEERS, Inc. to represent Strizhak's Haven Ranch LLC and submit an Annexation, Subdivision, and Vacation Applications, etc. 41.12 acres (APN 51N04W30-1400 and 1000) located adjacent to the City of Post Falls.



Signature



Printed Name, Title

ROSS POINT WATER DISTRICT

May 27, 2025

TO: Rob Palus, P.E.
City Engineer, City of Post Falls
408 Spokane Street
Post Falls ID 83854

RE: PROMADE SUBDIVISION

Dear Mr. Palus:

Ross Point Water District has reviewed the preliminary plans for on-site improvements for the above referenced project and found them to be acceptable. We will need to review the completed construction plans before we can give final approval of the water system.

Ross Point Water District's Consulting Engineer, Whipple Consulting Engineers, Inc., have completed a study, which analyses the impact the proposed subdivision will have on our water supply and distribution system. The study identifies improvements that if made by the Developer, will allow the District to provide service to the subject project and maintain the existing level of service in the Ross Point Water District.

This letter is to advise you that Ross Point Water District is willing and able to provide water service to the proposed Promade Subdivision, to the extent of its readily available capacity if the following prerequisites are met:

Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.
6. The Applicant must petition to annex into the District, and such annexation must be approved by the District's Board at a properly noticed public hearing.
7. All cost associated with the annexation process will be covered by the applicant.
8. The Applicant must agree to be bound by the terms and conditions set by the Board if annexation is granted.

If work on the project is not begun within one year this "Will Serve" letter becomes void. If you have any questions, please feel free to contact the District.

Sincerely,



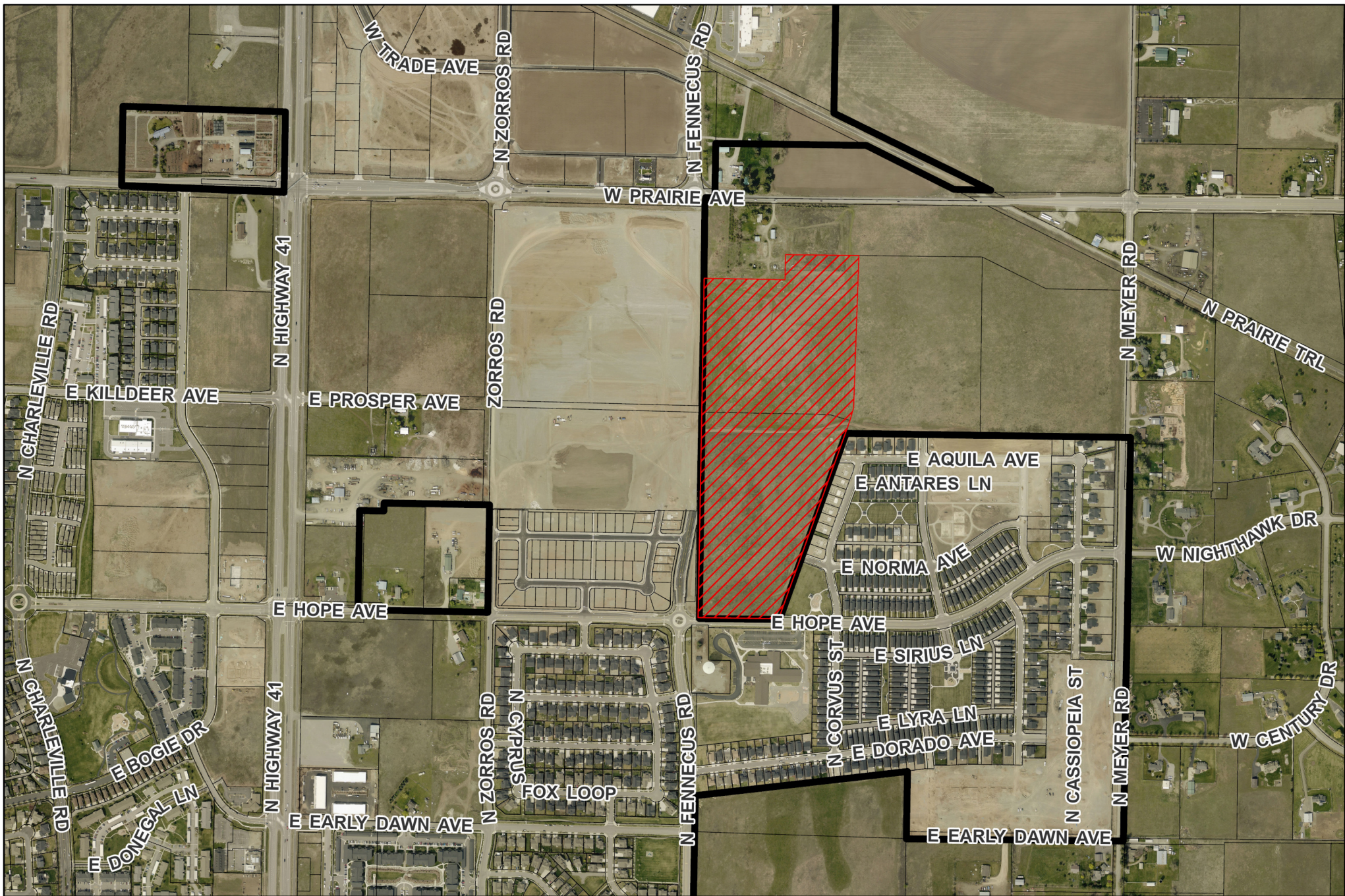
Christine Waller
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.
Idaho Department of Quality
Panhandle Health District
Brad Marshall, JUB Engineers, Inc.

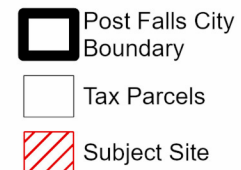
Exhibit A-5

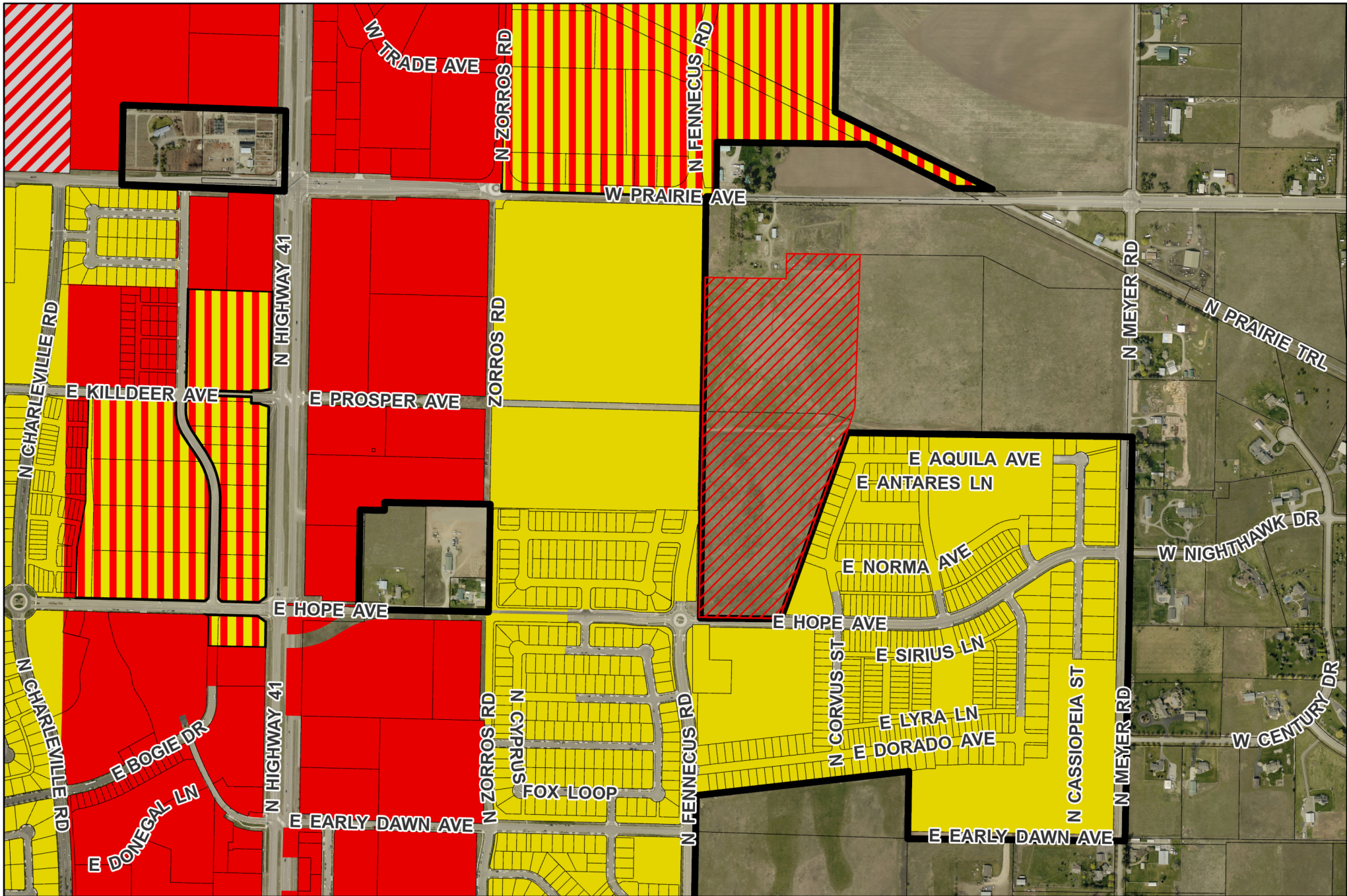
P.O. Box 70 • Post Falls, Idaho 83877 • (208) 773-1120 Fax (208) 773-7474





Project Location
Heaven View
ANNEXATION & SUBDIVISION
ANNX-25-9 & SUBD-25-9





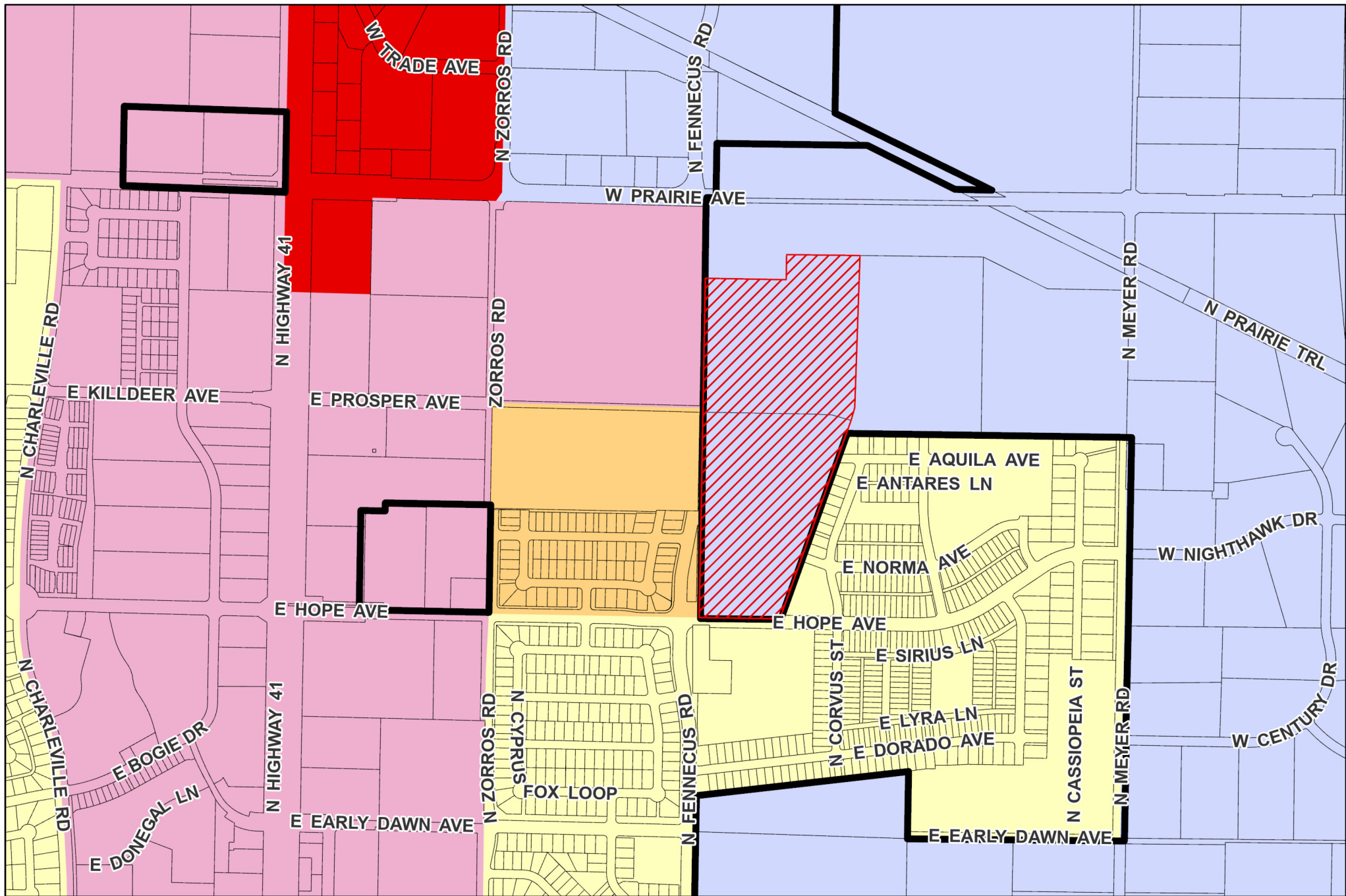
Zoning Map
Heaven View
ANNEXATION & SUBDIVISION
ANNX-25-9 & SUBD-25-9



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

N





Future Land Use Designation
Heaven View
ANNEXATION & SUBDIVISION
ANNX-25-9 & SUBD-25-9



-  Subject Site
-  Post Falls City Boundary
-  Tax Parcels
-  Low Density Residential

-  Medium Density Residential
-  Business/Commercial
-  Commercial
-  Transitional





**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**February 10, 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

Carey - Present, Steffensen - Present, Schlotthauer - Present, Schreiber - Present, Wilhelm - Present

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

ACTION ITEM

None

- a. National Cream Cheese Brownie Day!

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Meeting Minutes 1/13/2026

~~Second by Commissioner Kimball~~

~~Vote:~~

~~Steffensen Yes, Schreiber Yes, Kimball Yes, Carey Yes, Wilhelm Yes, Schlotthauer Yes~~

~~Motion Carried~~

~~b. Mullan Annexation File No. ANNEX 25.7~~

~~Public Hearing Opened: 7:07 PM~~

~~Staff Report:~~

~~Justin Sauder, Associate Planner: presented the request for annexation of approximately 4.39 acres at 1609 and 1641 East Mullan Avenue with a zoning recommendation of Community Commercial Services (CCS). The site is designated Business Commercial on the Future Land Use Map. Sewer service will be provided by the City and water by Ross Point Water District. The proposal is consistent with Comprehensive Plan goals.~~

~~Applicant: Angie McPhee, on behalf of North Idaho Surgical Hospital Building (NISHB) Land Holdings LLC, stated the property will be marketed for commercial development consistent with surrounding uses.~~

~~Public Testimony: None~~

~~Rebuttal: None~~

~~Public Hearing Closed: 7:20 PM~~

~~Diligentation:~~

~~Commissioners found the request consistent with the Future Land Use Map and Comprehensive Plan and identified no adverse impacts.~~

~~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 CCS zoning matches the Business Commercial designation.~~

~~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?~~

~~Commissioners found the proposal consistent with commercial growth policies.~~

~~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 adverse impacts were identified. Sewer and water services are available.~~

~~Motion by Commissioner Schreiber to approve~~

~~Second by Commissioner Kimball~~

~~Vote:~~

~~Wilhelm Yes, Schlotthauer Yes, Carey Yes, Steffensen Yes, Schreiber Yes, Kimball Yes~~

~~Motion Carried~~

~~c. Heaven View Annexation & Subdivision File Nos. ANNEX-25-9 & SUBD-25-9~~

~~Public Hearing Opened: 7:24 PM~~

~~Staff Report:~~

~~Jon Manley, Planning Manager: Presented the request for annexation of approximately 41.12 acres with proposed R1 and R2 zoning and a 209-lot subdivision. The site is designated Transitional on the Future Land Use Map and located near the future Fennecus and Prairie intersection.~~

Robert Palus, City Engineer, discussed sewer capacity constraints in the Highway 41 corridor and recommended a condition requiring confirmation of adequate sewer capacity prior to site development. Roadway improvements, impact fees, and sewer surcharges were discussed.

Applicant: Brad Marshall, J-U-B Engineers, INC., appeared on behalf of the applicant team, representing Pro-Made Homes and the property owner, and requested approval of the Heaven View Annexation and Zoning and the associated preliminary subdivision. He testified that the applicant reviewed and agreed with the staff report, staff analysis, and recommended conditions of approval, including confirmation of adequate sewer capacity prior to development. He acknowledged the City's rationale for an updated sewer capacity review and agreed to a condition tying approval of certain lots to the successful vacation of a portion of the Fennecus right-of-way. Mr. Marshall described the project as approximately 41 acres with 209 residential lots, including 92 lots in R1 zoning and 117 lots in R2 zoning, with lot sizes exceeding minimum zoning requirements. He stated development would occur in phases over five to six years, depending on market conditions. He noted the property is within the City's Area of Impact and adjacent to existing development, including the Foxtail subdivision. Water service would be provided by Ross Point Water District, with the applicant pursuing annexation and transfer of water rights to ensure capacity. He explained that although on-site green space is limited, residents would join the Foxtail HOA and have access to HOA park facilities. He also stated the applicant is coordinating with adjacent developers on shared infrastructure, including extension of Fennicus Road. Mr. Marshall testified that the project would help address a shortage of affordable housing for local industries seeking to expand or relocate and outlined the types of housing proposed.

Paul Lavrentiev, Vice President Pro-Made Homes, provided background on the company and stated that Pro-Made focuses on quality and attainable housing, has been in business for over 25 years, and is establishing a presence in the Post Falls and North Idaho market.

Cole Henderson, J-U-B Engineers, Inc., testified regarding transportation and infrastructure elements, stating the project would construct internal street connections consistent with planned roadway connectivity, would improve the segment of Hope Avenue adjacent to the school with curb, gutter, and sidewalk to improve safety and circulation, and would loop and connect water distribution with neighboring development. The applicant team acknowledged the sewer capacity condition and indicated willingness to proceed consistent with the City's confirmation requirements.

Testimony

In-Favor: None

Neutral: None

Opposed: None

Rebuttal: None

Public Hearing Closed: 8:25 PM

Diliberation:

Commissioners discussed sewer capacity verification, right-of-way vacation contingency, park access coordination, and zoning consistency.

Annexation Review Criteria:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The Commission finds the zoning consistent with the 41 North Focus Area. Higher-density R2 zoning is located near Prairie Avenue (a major corridor), with lower-density R1 zoning transitioning to existing nearby development, aligning with planned density transitions and neighborhood compatibility.

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?

The proposal supports Comprehensive Plan goals for balanced growth, infrastructure coordination, diverse housing options, and pedestrian connectivity. The zoning layout considers surrounding land uses, infrastructure capacity, and long-term sustainability, and aligns with planned road improvements.

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?

No adverse impacts on public services were identified. Water will be provided by Ross Point Water District, sewer capacity will be confirmed before development, and transportation improvements are coordinated with City plans. No agencies reported service deficiencies.

Motion by Commissioner Carey to approve Heaven View Annexation SUBD-25-9 subject to staff conditions, including confirmation of adequate sewer capacity, contingency of specific lots upon right-of-way vacation, and compliance with applicable impact fees and frontage improvements. Second by Commissioner Schreiber

Vote:

Schreiber — Yes, Kimball — Yes, Wilhelm — Yes, Schlotthauer — Yes, Steffensen — Yes, Carey — Yes. Motion Carried

Subdivision Review Criteria:

1. Definite provision has been made for a water supply system that is adequate in terms of quantity and quality for the type of subdivision proposed.

Water service will be provided consistent with City requirements.

2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

Approval conditioned upon confirmation of adequate sewer capacity.

3. Proposed streets are consistent with the transportation element of the comprehensive plan.

Prairie widening, Fennecus extension, and required improvements align with transportation planning.

4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

No hazardous conditions were identified in the transcript.

5. The area proposed for subdivision is zoned for the proposed uses and the uses conform to other requirements found in this code.

The proposed R1 and R2 zoning aligns with the Transitional designation.

6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services.

Impact fees, frontage improvements, and sewer surcharges apply.

Motion by Commissioner Kimball to approve Heaven View Annexation SUBD-25-9 subject to staff conditions, including confirmation of adequate sewer capacity, contingency of specific lots upon right-of-way vacation, and compliance with applicable impact fees and frontage improvements.

Second by Commissioner Carey

Second by Commissioner

Vote:

Carey — Yes, Steffensen — Yes, Schlotthauer — Yes, Wilhelm — Yes, Kimball — Yes, Schreiber — Yes

5. ADMINISTRATIVE / STAFF REPORTS

None

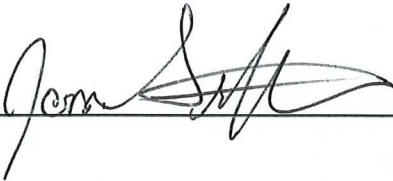
6. COMMISSION COMMENT

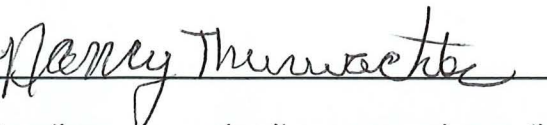
None

7. ADJOURNMENT

8:45 PM

Date: 3/10/26

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

**Heaven View Annexation
File Nos. ANNX-25-9
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: JUB Engineers, Inc.

OWNER: Strizhak's Haven Ranch LLC

LOCATION: Northeast corner of E. Hope Avenue and N. Fennecus Road, south of Prairie Avenue.

REQUEST: Zoning recommendation of Single Family Residential (R1) on approximately 22.13-acres and Medium Density Residential (R2) on approximately 19.52-acres

B. RECORD CREATED:

1. A-1a Annexation Application
2. A-1b Subdivision Application
3. A-2 Narrative
4. A-3 Preliminary Plat
5. A-4 Authorization Letters
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 Phillips 66 Comments
12. PA-4 DEQ Comments
13. PA-5 PFHD Comments
14. PC-1 Lance Comments
15. PC-2 Davis Comments
16. PC-3 Stuvland Comments
17. PC-4 Dickerson Comments PC-1 Lance Comments
18. PC-5 Conner Comments
19. PC-6 Landdeck Comments
20. PC-7 Cherkashin Comments
21. PC-8 Leicht Comments
22. PZ Staff Report
23. Testimony at the February 10, 2026, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 10, 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.

Jon Manley, Planning Manager

Mr. Manley presented the Heaven View Annexation staff report. He testified the request involves annexation of approximately 41.12 acres in two parcels into the City of Post Falls with initial zoning comprising approximately 22.13 acres of R-1 (Single-Family Residential) and approximately 19 acres of R-2 (Medium Density Residential). The site is located southeast of the future intersection of Fennecus and Prairie, east of the Foxtail subdivision and north of Treaty Rock Elementary School. The dividing line between the R-1 and R-2 areas generally follows the easterly extension of Prosper Avenue.

Mr. Manley described the surrounding zoning and development patterns. He testified that the Foxtail subdivision located to the west and south consists of a Planned Unit Development with varying lot sizes and a mixed residential pattern, including traditional single-family lots and alley-loaded homes. He stated that the proposed R-1 zoning would continue the single-family pattern to the west while the R-2 zoning nearer Prairie Avenue reflects a logical transition toward a busier roadway corridor. He explained this transition in intensity is consistent with typical land use planning principles, moving from higher intensity areas adjacent to major roadways to lower intensity areas further interior.

Mr. Manley testified that this property is designated "Transitional" on the Future Land Use Map. He explained that the Transitional designation directs review to the 41 North Focus Area because the Comprehensive Plan recognizes that not all development patterns can be precisely predicted in advance. He summarized that the 41 North Focus Area places an emphasis on pedestrian connectivity to multi-use paths and trails, including the State Highway 41 trail system, and encourages appropriate residential development patterns in areas not immediately adjacent to higher-classified roadways. He stated that because the property is not directly adjacent to a principal arterial, the proposed residential zoning is consistent with that framework.

Mr. Manley further testified regarding Comprehensive Plan goals and policies relevant to the annexation. He referred to Goal 6, which focuses on improving the transportation network, and explained that the proposed development will contribute to that goal through the roadway extensions and connectivity improvements described in the record. He also referenced policies encouraging a variety of housing types and densities to support community needs. He noted that the area surrounding Highway 41 and Prairie is anticipated to include a future medical campus and additional commercial services, and that providing diversified housing opportunities in proximity to these employment and service facilities creates a planning nexus consistent with the Comprehensive Plan's housing and economic development objectives.

He also discussed Policy 24, addressing right-of-way dedication and infrastructure improvements necessary to facilitate connectivity, and Policy 33 which encourages pedestrian access to nearby parks and public facilities. He testified that future improvements along Prosper Avenue, Fennecus, and related connections would enhance access to a planned public park west of the site as well as to Treaty Rock Elementary School. He explained that as adjacent developments complete roadway and multi-use trail improvements, the subject property will be integrated into a broader pedestrian and transportation network. Mr. Manley testified that subdivision regulations do not require dedicated on-site park space, and that impact fees support broader parks needs. He clarified that a public park is planned within the broader area west of the site on Prosper Avenue, to be owned and maintained by the City of Post Falls.

Mr. Manley testified that notice of the annexation and zoning request was provided to surrounding property owners and agencies, and that most responses were neutral. He stated that the Post Falls Highway District reviewed the materials submitted and found the proposal consistent with the Transportation Master Plan.

Robert Palus, City Engineer:

Mr. Palus provided technical testimony regarding wastewater, transportation, and timing of off-site improvements. Mr. Palus explained that sanitary sewer service in the area involves surcharge districts and a basin that generally flows to the 12th Avenue lift station, with a force main system being extended toward the wastewater treatment plant. He described that a permanent system concept includes an extension generally associated with Fennecus Road and related connections south of Hope Avenue, and that portions of the permanent infrastructure are not yet constructed, requiring reliance on a temporary routing for interim service in certain areas. He testified that the City has relied on a 2018 sewer study for prior assumptions of capacity, but that since that time significant growth has occurred in the Highway 41 corridor, including roadway expansion and additional development, and that staff is pursuing an updated corridor-wide sewer modeling effort to confirm available capacity. He testified that the subdivision approval was proposed to include a condition requiring that, prior to site development, adequate sewer capacity must be confirmed in the existing system to serve the development as proposed, and he explained that if the condition cannot be satisfied at the time construction plans are submitted, the project could not proceed until capacity is confirmed. He further testified that surcharge payments collected in the basin are intended to fund necessary infrastructure expansion while protecting the public from the risk of over-capacity conditions.

On transportation, Mr. Palus described multiple concurrent projects affecting the area, including a planned widening of Prairie Avenue to a full five-lane configuration with roundabouts at Prairie Avenue intersections, with construction funding allocated for 2027, and developer-driven projects anticipated in 2026 that include construction of a roundabout at Zorros Road and Hope Avenue and extensions of Zorros Road and Fennecus Road to Prairie Avenue. He also described that Prosper Avenue is planned to be constructed between Zorros Road and Fennecus Road to serve access needs, including access to a planned park area, and he identified the importance of these connections to distribute traffic and improve north-south circulation. He testified that, based on the anticipated sewer study schedule and the planned transportation improvements, the proposal could be integrated into the broader network and would have adequate access as development proceeds, with major collector connections intended to distribute traffic. He also clarified that the City's approval framework is conditional and enforceable at the construction plan and development stage.

Brad Marshall, JUB Engineers, Applicant

Mr. Marshall appeared on behalf of the applicant team, representing Promade Homes and the property owner interests, and requested approval of the Heaven View Annexation and Zoning and the associated preliminary subdivision.

Mr. Marshall testified that the applicant had reviewed the staff report and adopted staff's analysis of the applicable approval criteria for both the annexation and zoning request and the preliminary plat. He stated that the applicant agreed with the recommended conditions of approval, including the condition requiring confirmation of adequate sewer capacity prior to development. He acknowledged the City's rationale for requiring updated sewer capacity confirmation in light of continued growth within the corridor. He further agreed to an amendment addressing the right-of-way vacation issue, stating that approval of Lots 6 through 15, Block 1, as shown on the preliminary plat, could be conditioned upon the successful vacation of a portion of the existing Fennecus right-of-way.

Mr. Marshall testified that the project consists of approximately 41 acres and proposes a total of 209 residential lots, including 92 lots within the R1 zoning district and 117 lots within the R2 zoning district. He stated that the proposed lot sizes exceed the minimum requirements for both

zoning districts. The applicant indicated that development would occur in phases over an estimated five- to six-year period, depending on market conditions.

Mr. Marshall further testified that the property is located within the City's Area of Impact and is adjacent to existing City development, including the Foxtail subdivision. Water service would be provided by the Ross Point Water District, with the applicant pursuing annexation into the District and the transfer of associated water rights to ensure adequate service capacity.

Paul Lavrentiev, Vice President, Promade Homes

Mr. Lavrentiev provided background on the company and stated that Promade focuses on quality and attainable housing, has been in business for over 25 years, and is establishing a presence in the Post Falls and North Idaho market.

Cole Henderson, JUB Engineers, Applicant

Mr. Henderson testified regarding transportation and infrastructure elements, stating the project would construct internal street connections consistent with planned roadway connectivity, would improve the segment of Hope Avenue adjacent to the school with curb, gutter, and sidewalk to improve safety and circulation, and would loop and connect water distribution with neighboring development. The applicant team acknowledged the sewer capacity conditions for subdivision approval and indicated willingness to proceed consistent with the City's confirmation requirements.

Public Testimony:

In Favor:

Mark Hughes, Post Falls, ID: Mr. Hughes is the adjacent property owner, expressed support for the annexation and zoning request. He stated that the land sale was intended for single-family residential development and expressed confidence in the applicant's proposal.

Opposed:

Peter Xhudo, Post Falls, ID: Mr. Xhudo is a resident of the Foxtail subdivision, expressed concerns regarding park usage and maintenance responsibilities within the Foxtail HOA and the potential impact of additional residents utilizing private amenities.

Rebuttal:

The applicant reiterated that future residents would be members of the Foxtail HOA and would contribute proportionally to maintenance of parks and common areas.

Deliberations:

After the public hearing was completed, 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 requested an initial zoning designation of R1 and R2 on 41.12 acres for two parcels with the higher density residential use near Prairie Avenue. The Future Land Use Map designation of Transitional directs evaluation to the 41 North Focus Area which supports residential growth in

proximity to Prairie Avenue and Highway 41 and promotes appropriate density transitions along arterial corridors. The R2 zoning near Prairie Avenue provides a higher residential density adjacent to a major roadway, while the R1 zoning transitions to match existing Foxtail development.

As such, the Commission finds that the proposed R1 and R2 zoning designations are 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 R1 and R2 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 zoning and resulting development would allow for a mix of residential densities and products to address attainable housing needs and will support the nearby commercial and medical centers contribute to the city's long-term fiscal health.

Policy 1: Support land use patterns that promote compatible, well-designed development.

The Commission finds that the proposed zones will support balanced growth as the location is adjacent to compatible existing residential development and the proposal will incorporate into existing design elements, including trails and street extensions.

Policy 2: Apply or revise zoning designations with careful consideration of factors including infrastructure plans and existing and future traffic patterns.

The proposed zoning is consistent with the City's infrastructure plans as future system improvements to sanitary sewer are being evaluated to ensure future capacity is maintained. Dedication of additional rights-of-way at the time of annexation will continue rights-of-way acquisitions needed to accomplish goals within the Transportation Master Plan including the widening of Prairie Avenue. Roadway improvements and required dedications of rights-of-way will improve circulation and pedestrian access to schools and nearby amenities.

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

Multiuse pathway connections will be required through the parcels at the time of development which will connect improvements along Fenncus Road and Hope Avenue.

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. Sewer service will be subject to confirmation of capacity prior to development. 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-25-7, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the

recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for approximately 22.13 acres of R-1 (Single-Family Residential) and approximately 19 acres of R-2 (Medium Density Residential) on approximately 41.12 acres upon successful annexation of the property.

7/10/26
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

Heaven View Annexation

(File No. ANN-25-9)

THIS AGREEMENT is made this _____, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Strizhaks Haven Ranch LLC**, a Foreign Limited Liability Company organized and existing pursuant to the laws of the State of Washington, with its principal place of business at 105609 Wiser PKWY, Kennewick, WA 99338.

WHEREAS, Strizhaks Haven Ranch LLC, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A"; and

WHEREAS, The Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as Heaven View. A copy of the approved Reasoned Decision for the Heaven View subdivision is attached hereto as Exhibit "B".

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located Northeast corner of E. Hope Avenue and N. Fennecus Road, south of Prairie Avenue. and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.
- 2.5. Compliance with Conditions of Approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this Agreement as

binding provisions. As such, Owner specifically agrees to fulfill each condition of approval as if each condition were specifically enumerated in this Agreement.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of 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 Additional Wastewater System Requirements

Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and the Meyer Alternative Surcharge Basin. The Owner agrees to pay the sewer surcharges established for those basins which have been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharges are currently established as \$3,414.55 per service unit for the 12th Avenue Force Main and \$857.51 per service unit for the Meyer Alternative. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be

connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.

Limitation on Development Based on Sewer Flows: The parties agree that the surcharges for the 12th Avenue Force Main Surcharge and the Meyer Alternative are based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility and gravity sewer capacity to the property. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City. A portion of the 12th Avenue Force Main was constructed in 2024 from the 12th Avenue Lift Station to Sugar Maple Trail, providing additional capacity to the service basin. A second portion of the 12th Avenue Force Main is scheduled for construction in Seltice Way between the Water Reclamation Facility and Chase Road in the summer of 2026. Remaining portions of the force main have been preliminarily designed and will be constructed as funding is available.

Properties north of Poleline Avenue and east of Fennecus Road are identified to be serviced by a gravity sewer main, identified as the Meyer Alternative Line (Fennecus Line). Development has been allowed to occur in this area utilizing a temporary route of gravity sewer service along Poleline Avenue to SH41. The temporary routing utilizes excess capacity that was identified in the NE Quadrant Sewer Study (July 2018 – JUB Engineers) to be utilized until such time that sufficient funding from the Meyer Alternative Surcharge has been acquired to implement the design and construction of the Meyer Alternative along Fennecus Road to Horsehaven Avenue and then to SH41. The City of Post Falls is moving forward on a study (2026) to update the NE Quadrant Study that includes verification of the existing remaining capacity within the temporary routing in Poleline and anticipated timing for the need of construction of the Meyer Alternative. Development of the property cannot proceed until completion of the City's update to the NE Quadrant Study and verification of capacity or construction of the Meyer Alternative Line.

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing

water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize City Mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Hope Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Hope Avenue for a total right of way width of 85 feet measured from the existing southern rights-of-way line for Hope Avenue.
- 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Fennecus Road to include utilities, sidewalks, and storm drainage.
- 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Hope Avenue for a total right of way width of 85 feet, based on the roadway design of Fennecus Road being completed by the adjoining property owner to the west.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services,

police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.

- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 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.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must

be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

CITY OF POST FALLS

Strizhaks Haven Ranch LLC

By: _____
Randy Westlund, Mayor

By: _____
Petr Strizhak, President

Attest: _____
Shannon Howard, City Clerk

[Acknowledgement Page Follows]

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

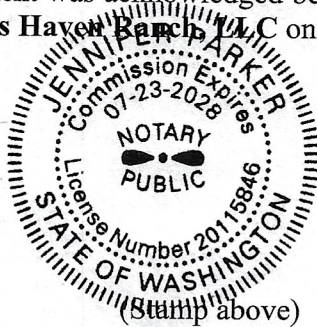
This instrument was acknowledged before me on _____ by **Randy Westlund** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

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

(Stamp above)

State of Washington)
: ss
County of Benton)

This instrument was acknowledged before me on April 24, 2014 by **Petr Strizhak** as the **President** of **Strizhak's Haven Ranch, LLC** on behalf of whom the instrument was executed.



Notary Public for the State of WA
Residing at: Richland
Commission Expires: 7-23-2028

EXHIBIT A
LEGAL DESCRIPTION
of the
ANNEXATION BOUNDARY
to
THE CITY OF POST FALLS

October 22, 2024

Portions of the NW 1/4 of the NE 1/4, and the SW 1/4 of the NE 1/4 of Section 30, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, described as follows:

BEGINNING at the Center 1/4 Corner of said Section 30, (from which the East 1/4 Corner of said Section bears South 88°57'42" East, a distance of 2,648.39 feet);

thence North 01°01'09" East along the center of section line, also being the existing Post Falls City Limits, 2,119.94 feet;

thence South 88°58'53" East, a distance of 505.19 feet;

thence North 01°01'09" East, a distance of 156.77 feet;

thence South 89°18'18" East, a distance of 457.83 feet;

thence South 02°02'26" West, a distance of 952.36 feet;

thence South 16°13'19" West, a distance of 81.97 feet;

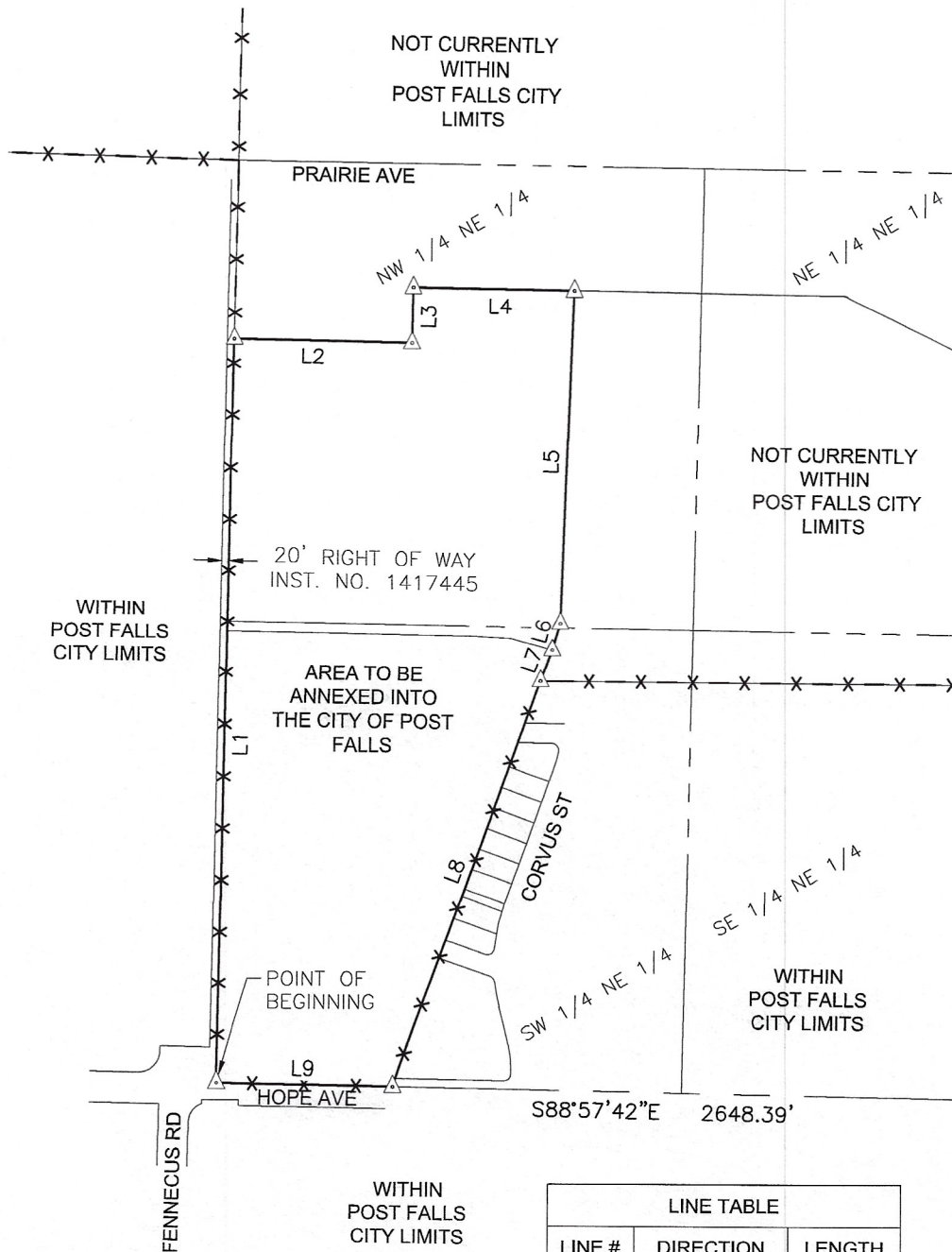
thence South 19°44'28" West, a distance of 94.06 feet, more or less, to a point on the existing Post Falls City Limits;

thence South 19°44'45" West along said City Limits, 1,223.86 feet, more or less, to the south boundary of said S1/4 section line of said NE 1/4 also being the existing Post Falls city limits;

thence North 88°57'42" West along said south 1/4 section line and said existing Post Falls city limits 501.43 feet, more or less, to the POINT OF BEGINNING.

Gross Area 41.12 acres, more or less





LEGEND

- x — EXISTING WATER DISTRICT LIMITS
- PROPOSED ANNEXATION 41.12± AC
- △ CALCULATED POINT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N01° 01' 09"E	2119.94'±
L2	S88° 58' 53"E	505.19'±
L3	N01° 01' 09"E	156.77'±
L4	S89° 18' 18"E	457.83'±
L5	S02° 02' 26"W	952.36'±
L6	S16° 13' 19"W	81.97'±
L7	S19° 44' 28"W	94.06'±
L8	S19° 44' 45"W	1223.86'±
L9	N88° 57' 42"W	501.43'±



J-U-B ENGINEERS, INC.
 LAST UPDATE: 10/22/2024
 FILE: 20-24-031 ANNEXEXP

CITY OF POST FALLS
ANNEXATION ORDINANCE NO. _____
 PORTIONS OF THE NW 1/4 OF NE 1/4, AND THE SW 1/4 OF THE NE 1/4 OF SEC. 30,
 T.51N., R.4W., B.M., KOOTENAI COUNTY, IDAHO

EXHIBIT B
Heaven View Subdivision
File No. SUBD-25-9
Planning and Zoning Commission
Reasoned Decision

A. INTRODUCTION:

APPLICANT: Brad Marshall, JUB Engineers, Inc.
OWNER: Strizhaks Haven Ranch LLC
LOCATION: The northeast corner of E. Hope Avenue and N. Fennecus Road, south of Prairie Avenue.
REQUEST: To subdivide approximately 41.12-acres into a total of 209 single family residential lots within the Single Family Residential (R1) and Medium Density Residential (R2) zones.

B. RECORD CREATED:

1. A-1a Annexation Application
2. A-1b Subdivision Application
3. A-2 Narrative.
4. A-3 Preliminary Plat
5. A-4 Authorization Letter
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 Philip 66 Comments
12. PA-4 DEQ Comments
13. PA-5 PFHD Comments
14. PC-1 Ashton Comments
15. PC-2 Davis Comments
16. PC-3 Stuvland Comments
17. PC-4 Dickerson Comments
18. PC-5 Conner Comments
19. PC-6 Landdeck Comments
20. PC-7 Cherkashin Comments
21. PC-8 Leicht Comments
22. P&Z Staff Report
23. Testimony at the February 10, 2026, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 10, 2026, public hearing, the meeting was in-person and live-streamed on the city of Post Falls YouTube Channel. The request was for the Commission to approve the subdivision of two parcels into 209 residential lots within the proposed R-1 zoning district (approximately 22.13 acres) and 117 single-family lots within the proposed R-2 zoning district (approximately 19 acres). The request is evaluated under the standards of PPMC § 17.12.060

Jon Manley, Planning Manager

Mr. Manley presented the staff report for the subdivision request. Mr. Manley described the site as generally located southeast of the future intersection of Fennecus and Prairie, east of the Foxtail subdivision and north of an elementary school. The project consists of two parcels in two proposed residential zones (R-1 and R-2) for a total of 209 residential lots. The R-2 portion of the subdivision would be located on the northern parcel with the dividing line being the extension of Prosper Avenue. The proposal was designed in this manner to transition from lower-density residential areas to the west and south toward a more intensive pattern nearer Prairie Avenue.

Mr. Manley summarized the preliminary plat and explained staff review of the subdivision criteria, including water and sewer. He stated that a will-serve letter from Ross Point Water District was received and placed into the record. Sanitary service would be provided by the City of Post Falls though present sewer capacity was unknown due to reliance on old data.

He discussed that staff had also evaluated zoning consistency for the proposed lot sizes and indicated that the R-2 lots met the minimum size necessary for single-family homes, as did the R-1 lots. He further described that impact fees and related capacity charges would be paid at building permit for parks, public safety, streets, and water reclamation, and he identified that staff had notified agencies and departments as part of the application review. No soil or topographical hazards were identified on the site.

Robert Palus, City Engineer

Mr. Palus provided testimony regarding sewer infrastructure. He explained that sewer service in the Highway 41 corridor is served by the 12th Avenue lift station and associated force main system. Temporary sewer routing is currently utilized in portions of the basin pending construction of permanent infrastructure, including the Fennecus Road line and additional force main extensions. Mr. Palus testified that although prior sewer modeling indicated available capacity, significant growth since 2018 necessitates updated modeling. He recommended a condition requiring confirmation of adequate sewer capacity prior to site development. He explained that approval of the subdivision would not guarantee sewer availability at the time of construction and that development would not proceed unless adequate capacity is confirmed. He further testified that the development would be subject to sewer surcharge fees contributing to construction of long-term infrastructure improvements. Mr. Palus also described coordinated roadway improvements in the area, including widening of Prairie Avenue, construction of roundabouts, and extension of Fennecus Road and Hope Avenue, which will improve traffic distribution and connectivity prior to or concurrent with development.

Brad Marshall, Applicant Representative, JUB Engineers

Mr. Marshall testified on behalf of the applicant and stated that the applicant had reviewed the staff report and adopted staff's evaluation of the zoning and subdivision criteria. He testified that the applicant agreed with all recommended conditions of approval, including the proposed sewer capacity confirmation condition described by the City Engineer, and stated that the applicant understood the City's prudence in requiring updated capacity analysis. Mr. Marshall also addressed a discussion regarding a right-of-way vacation affecting a portion of the preliminary plat and indicated the applicant's willingness to accept an amendment to condition language clarifying that certain lots approval is contingent upon successful vacation of the existing Fennecus right-of-way.

Mr. Marshall testified that the subdivision will partner with the adjacent Foxtail development's homeowners association to contribute to maintenance of neighborhood parks, and that residents of the proposed subdivision would pay applicable HOA fees for use of those facilities.

Paul Lavrentiev, Vice President, Promade Homes

Mr. Lavrentiev provided background on the company and stated that Promade focuses on quality and attainable housing, has been in business for over 25 years, and is establishing a presence in the Post Falls and North Idaho market.

Cole Henderson, JUB Engineers, Applicant

Mr. Henderson testified regarding transportation and infrastructure elements, stating the project would construct internal street connections consistent with planned roadway connectivity, would improve the segment of Hope Avenue adjacent to the school with curb, gutter, and sidewalk to improve safety and circulation, and would loop and connect water distribution with neighboring development. The applicant team acknowledged the sewer capacity conditions for subdivision approval and indicated willingness to proceed consistent with the City's confirmation requirements.

The hearing was opened for public comment.

In Favor:

Mark Hughes, Post Falls, ID: Mr. Hughes, a neighboring property owner and former owner of the subject property, testified in support of the annexation and zoning request. He stated that the development aligns with anticipated growth in the Highway 41 and Prairie corridor and that the applicant proposes an appropriate single-family housing product. He expressed support for the zoning and annexation and remained neutral on the subdivision layout pending coordination on future street connections.

Neutral:

No neutral testimony was presented specific to the subdivision.

Opposed:

Peter Judo, Post Falls, ID: Mr. Judo, a resident of the Foxtail subdivision, expressed concerns regarding use and maintenance of private HOA park facilities within Foxtail. He questioned whether residents of the proposed subdivision would contribute proportionally to maintenance of all Foxtail park amenities, including recently constructed pickleball courts, playgrounds, and restroom facilities.

Rebuttal:

Mr. Marshall responded that residents of the Heaven View subdivision would participate in the Foxtail homeowners association and pay applicable HOA fees, including park maintenance costs. He explained that the applicant coordinated with the adjacent developer to establish that partnership as part of the overall development plan.

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 approval criteria contained in Post Falls Municipal Code ("PFMC") § 17.12.060.H.

- C. **SUBDIVISION REVIEW CRITERIA:** (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:
 - C1. **Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

Based on the testimony supplied and the staff report, the Commission finds that Ross Point Water District issued a will-serve letter confirming availability of water service. No deficiencies were identified.

C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

The Commission finds that the City of Post Falls's current modeling confirms adequate sewer capacity to serve the subdivision, however the current capacity study is in the process of being updated as it relies on older data.

Therefore the Commission finds this criterion is satisfied only through the imposition of a condition requiring confirmation of adequate sewer capacity in the existing system prior to site development to ensure the municipal system can accommodate the proposed sewer flows.

C3. Proposed streets are consistent with the transportation element of the comprehensive plan.

The Commission finds the subdivision and proposed internal streets are consistent with the city's transportation plan. The extensions of Prosper Avenue and coordination with extension of Fennecus Road and the required improvements to Hope Avenue will enhance connectivity and meet city standards including improving access to schools and future public parks. The Commission finds this criterion satisfied.

C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

The Commission finds that no hazardous soil or topographical conditions were identified. The site overlies the Rathdrum Prairie Aquifer, and development will be subject to applicable engineering standards. The Commission finds this criterion satisfied.

C5. The area proposed for subdivision is zoned for the proposed uses and the uses conforms to other requirements found in this code.

The Commission finds that, upon annexation and assignment of R-1 and R-2 zoning, the proposed single-family lots meet or exceed minimum dimensional standards for each proposed zoning district. Approval of Lots 6 through 15, Block 1 is conditioned upon successful vacation of the existing Fennecus right-of-way. With that condition, the Commission finds this criterion satisfied.

C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

The Commission finds that impact fees will be assessed at the time of building permit issuance to mitigate off-site impacts to parks, public safety, streets, EMS, and fire services.

C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-13 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the conditions: following:

1. This subdivision may only be approved subject to annexation approval.

2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision will be completed in multiple phases.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Approval of Lots 6 through 15, Block 1 (as shown on the preliminary plat) is contingent upon the successful vacation of the existing Fennecus right-of-way.
7. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
8. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - Prosper Avenue (Killdeer) – shall be designed as a 44-foot Minor Collector. On street parking shall be incorporated into the design if adjoining parcels are configured to front Prosper Avenue.
9. Direct access from residential lots to Fennecus Road, Hope Avenue and Prosper Avenue shall be prohibited on the face of the plat.
10. Driveway approaches for residential lots at the intersection of Road "A" and Prosper (Killdeer) Avenue shall be located at least 50 feet from the Prosper Avenue curb line.
11. A Homeowners Association (HOA) shall be formed to maintain common tracts and the common right-of-way frontage along Hope Avenue and Fennecus Road, including all landscaping, irrigation and removal of snow from sidewalks and trails.
12. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Prosper Avenue, unless the lots are configured with their front facing Prosper Avenue. Maintenance would include all landscaping, irrigation and removal of snow from sidewalks and trails.
13. Prior to site development, adequate sewer capacity shall be confirmed in the existing system to serve the development as proposed.

D. ACTIONS THAT THE APPLICANT CAN TAKE TO GAIN APPROVAL.

Not applicable.

E. CONCLUSION

SUBD-25-9: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the requested Subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein and conditioned upon approval by City Council of the annexation and zoning request to the R-1 and R-2 zoning designations.

Approved by the Planning and Zoning Commission on _____

Date

Attest

Chairman

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.



Exhibit PA-1

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.

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

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

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

Sincerely,



Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

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

January 23, 2025

Nancy Thurwatcher
Planning Administrative Specialist
nthurwatcher@postfalls.gov

RE: Notice to Jurisdiction Response

Dear Nancy,

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

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

Respectfully,

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

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Wednesday, January 28, 2026 10:24 AM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Heaven View Annexation & Subdivision File Nos. ANNX-25-9 & SUBD-25-9
Attachments: Exhibit PH-2 NTJ_Heaven View ANNX-25-9 & SUBD-25-9.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 location.
(Response 13230)

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: Friday, January 23, 2026 4:29 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt

Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Thursday, January 29, 2026 2:02 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Heaven View Annexation & Subdivision File Nos. ANNX-25-9 & SUBD-25-9

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,

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: Friday, January 23, 2026 4:29 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; 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

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Thursday, February 5, 2026 10:24 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Heaven View Annexation & Subdivision File Nos. ANNX-25-9 & SUBD-25-9

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

Good morning,
 Director Lenz spoke with the City of Post Falls engineer and the proposed annexation appears to be consistent with the transportation comprehensive plan.

Kind 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: Friday, January 23, 2026 4:29 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel 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>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Tuesday, June 2, 2026 8:51 AM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Heaven View Annexation File No. ANNX-25-9
Attachments: Exhibit PH-7 NTJ_Heaven View ANNX-25-9.pdf

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Phillips 66 does not have utilities within the attached project vicinity.
(Response 13380)

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: Friday, May 29, 2026 2:08 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel 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.barns@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: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Thursday, June 4, 2026 2:08 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Heaven View Annexation File No. ANNX-25-9

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,

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: Friday, May 29, 2026 2:08 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina 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@ziplay.com>; Kris Faver <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barnes <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/16/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: Ordinance Amending Door-to-Door Permit Issuance Requirements

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council adopt the ordinance amending Post Falls Municipal Code Section 5.20.080 regarding issuance of commercial door-to-door solicitation permits. No presentation is planned.

DISCUSSION:

At the last meeting, the City Council adopted an ordinance addressing commercial door-to-door solicitation permits. During that discussion, Council requested additional language requiring applicants to personally appear and present valid government-issued photo identification before receiving a permit.

The proposed ordinance amends Post Falls Municipal Code Section 5.20.080 to add that requirement. Under the amendment, an applicant must appear in person at the Post Falls Police Department and present valid government-issued photo identification for identity verification. The permit may only be issued to the applicant and may not be released to another person.

Because this ordinance is presented as an amendment to the ordinance adopted at the last meeting and incorporates the additional language requested by Council, staff recommends immediate adoption.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item was previously reviewed by Council at the last City Council meeting.

APPROVED OR DIRECTION GIVEN:

Council adopted the prior ordinance and requested that additional language be added regarding in-person permit pickup and identity verification.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no direct fiscal impact anticipated from adoption of the ordinance.

BUDGET CODE:

N/A

ATTACHMENTS:

1. ORD Door 2 Door Permit

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 AMENDING SECTION 5.20.080 REGARDING ISSUANCE OF COMMERCIAL DOOR-TO-DOOR PERMITS; 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 regulates commercial door-to-door solicitation to promote public safety, protect residential neighborhoods, and provide accountability for individuals engaging in commercial solicitation activities; and

WHEREAS, the City Council finds that requiring an applicant to personally appear and present valid government-issued photo identification prior to receiving a permit helps verify the applicant's identity, ensures that permits are issued only to the applicant who has completed the process and background review, prevents misuse or transfer of permits, and assists law enforcement in administering and enforcing the City's solicitation regulations; and

WHEREAS, after the recommendation of the Police Department and the Legal Services Department, the City Council finds that amending Section 5.20.080 to require in-person permit pickup and identity verification is in the best interests of the health, safety, and welfare of the residents of the City of Post Falls, 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 Section 5.20.080 is hereby amended as follows:

5.20.080 Permit Issuance.

Upon issuance, the City will provide a permit displaying the *Solicitor's* name, permit number, affiliated business, and expiration date. The applicant must personally appear at the Post Falls Police

Department and present valid government-issued photo identification for identity verification. Permits will only be issued to the applicant and will not be released to any other person. The *Solicitor* must have the permit available while engaged in solicitation and provide it upon request.

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 June ____ 2026.

APPROVED, ADOPTED, and SIGNED this day of June, 2026.

Randy Westlund, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT OF POST FALLS MUNICIPAL CODE BY AMENDING SECTION 5.20.080 REGARDING ISSUANCE OF COMMERCIAL DOOR-TO-DOOR PERMITS; 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 requires applicants for commercial door-to-door solicitation permits to appear and present valid identification at the Police Department to receive their permit; 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 June, 2026.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which requires applicants for commercial door-to-door solicitation permits to appear and present valid identification at the Police Department to receive their permit, 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 June, 2026.

Field K. Herrington, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Approve Fiscal Year 2025 ACFR

ITEM AND RECOMMENDED ACTION:

Approve the fiscal year 2025 Annual Comprehensive Financial Report as presented.

DISCUSSION:

At the end of each year, the ACFR (Annual Comprehensive Financial Report) is presented to the Council along with the Communication with Governance Report from the auditor. The fiscal year 2025 audit was performed by Alpine Summit CPAs of Post Falls. The financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, along with the remaining fund information for the year ended September 30, 2025.

Alpine Summit CPAs of Post Falls audits every aspect of the finance department:

- fixed assets
- payroll
- accounts receivable
- general ledger
- grants
- bank statements and reconciliations
- investments
- utility billings
- accounts payable.

GASB Statement 101, Compensated Absences was implemented in the current year.

The full version of the ACFR will be available on the City's website along with the PAFR. The Popular Annual Financial Report is a user friendly version of the annual report and that will be available on the City's website, as well.

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. Communication with Governance - City of Post Falls

June 1, 2026

The Honorable Mayor of Post Falls
And Members of the Post Falls City Council
City of Post Falls
408 N. Spokane St
Post Falls, ID 83854

To the Honorable Mayor and City Council

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Post Falls for the year ended September 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, Government Auditing Standards and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 29, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Post Falls are described in Note 1 to the financial statements.

GASB Statement 101, Compensated Absences was implemented in the current year.

No other new accounting policies were adopted and the application of existing policies was not changed during September 30, 2025. We noted no transactions entered into by the City of Post Falls during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Government-wide financial statements were:

Management's estimate of depreciation expense is based on estimated useful lives of the assets. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the collectability of receivables was evaluated for the key factors and assumptions used to develop this and we feel this estimate is reasonable in relation to the financial statements taken as a whole.

The estimate of the net pension liability is based on actuarial assumptions and other estimates. We reviewed the key factors and assumptions used by the actuaries and PERSI related to the calculation of the liability and believe they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of long-term debt as the City has over 31 million dollars in outstanding long-term liabilities.

The disclosures of pension plans, this discloses the City's pension plans any related assets, deferred outflows, liabilities or deferred inflows related to these plans.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We proposed (2) adjustments, which management approved and posted, which were a part of non-attest services. We also proposed (3) adjusting journal entries that are immaterial to the financial statements. Management has made the decision not to make these adjustments. See attached schedules.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 1, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City of Post Falls' financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Post Falls' auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management discussion and analysis, the budgetary comparison information and the schedule of the City of Post Falls' share of net pension liability and pension contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining financial statements of the non-major funds, the schedules of revenues, expenditures and changes in fund balances – budget and actual – legal appropriation levels which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section or statistical section which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Mayor and Council and management of the City of Post Falls and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Alpine Summit CPAs

Alpine Summit CPA
Post Falls, ID

Client: CITY OF POST FALLS
Engagement: FY2025 Financial Audit
Current Period: 09/30/2025
Workpaper: Adjusting Journal Entries

Account	Description	Debit	Credit
NAJE-01			
Sewer Fund GASB 68 Adjustments			
	Deferred Outflows of		
650-000-0000-17600	Resources	0.00	22,389.00
650-000-0000-27700	Net Pension Liability	353,796.00	0.00
	Deferred Inflows of		
650-000-0000-27600	Resources	0.00	338,400.00
650-463-4155-71040	Employer Retirement	0.00	163,614.00
650-466-4155-71040	Employer Retirement	0.00	23,461.00
650-467-4155-71040	Employer Retirement	0.00	952.00
650-468-4155-71040	Employer Retirement	0.00	11,819.00
	Unallocated PERSI		
650-463-4000-74020	Contributions	169,339.00	0.00
	Unallocated PERSI		
650-466-4000-74020	Contributions	24,282.00	0.00
	Unallocated PERSI		
650-467-4000-74020	Contributions	986.00	0.00
	Unallocated PERSI		
650-468-4000-74020	Contributions	12,232.00	0.00
Total		<u>560,635.00</u>	<u>560,635.00</u>

NAJE-02

Water Fund GASB 68 Adjustments			
	Deferred Outflows of		
750-000-0000-17600	Resources	0.00	9,342.00
750-000-0000-27700	Net Pension Liability	147,620.00	0.00
	Deferred Inflows of		
750-000-0000-27600	Resources	0.00	141,196.00
	Unallocated PERSI		
750-462-4000-74020	Contributions	86,302.00	0.00
750-462-4155-71040	Employer Retirement	0.00	83,384.00
Total		<u>233,922.00</u>	<u>233,922.00</u>

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Consent to Annexation Agreement for 200 S. Sequoia Court

ITEM AND RECOMMENDED ACTION:

Staff requests approval of a Consent to Annex Agreement with the owners of the property located at 200 S. Sequoia Ct. Approval of this item authorizes the Mayor to sign the agreement on behalf of the city. Following approval, the agreement will be recorded.

DISCUSSION:

James and Carrie Lindsey, owners of 200 S. Sequoia Ct., desire to annex their property into the City of Post Falls to obtain a connection to the City's wastewater collection system. Execution of this agreement would allow Lindsey's to connect to the City's Wastewater Collection System and alleviate a failing septic system before the annexation process is completed. The Lindsey's are responsible for all costs associated with connecting to the City's sewer main in Maplewood Ave. The City would waive any Annexation Fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

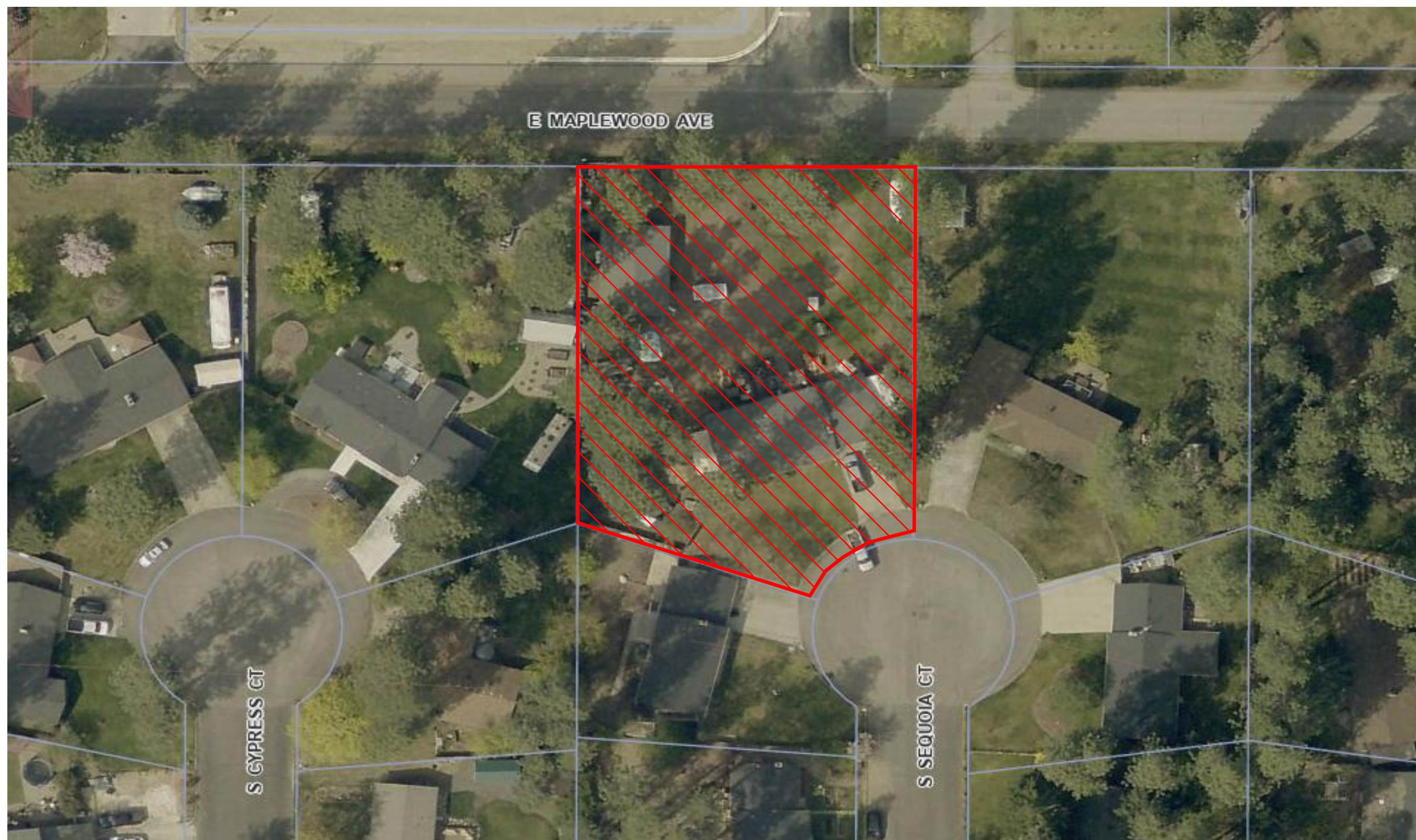
Property owners would pay sewer capacity fees (CAP) with the connection of their property to the City's wastewater system. The City would waive annexation fees at the time of future annexation.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 200 S. Sequoia Location Map
2. 20260602163001881



200 S. SEQUOIA COURT LOCATION MAP

CONSENT TO ANNEXATION AGREEMENT

Lindsey Property – 200 S. SEQUOIA CT

THIS AGREEMENT is made this May 8, 2026, 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 **William James Lindsey and Carrie Lynn Lindsey**, husband and wife, whose address is 200 S. Sequoia Court, Post Falls, Idaho 83854.

WHEREAS, *William James Lindsey and Carrie Lynn Lindsey*, (hereinafter collectively the “Owner”) owns a tract of land (hereinafter the “Property”) in the vicinity of the city limits of the City of Post Falls (hereinafter the “City”); and

WHEREAS, the Owner desires to annex the Property and obtain utility services; and

WHEREAS, the City desires to annex the Property when appropriate;

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 and utility services from the City while the City seeks to obtain certainty regarding its future boundaries. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is located at 200 S. Sequia Court, Post Falls Idaho and is more particularly described as Lot 42, Block 4, Pinevilla Estates First Addition according to the plat thereof, recorded in Book E of Plats at Page(s) 108, records of Kootenai County, Idaho.

ARTICLE II: CONSENT TO ANNEXATION

- 2.1. Consent to Annexation: Owner hereby requests annexation and consents, on behalf of the Owner and the Owner’s subsequent purchasers, heirs, and/or assigns, to the City annexing the Property at the time when the City determines that annexation of the Property is appropriate. The parties intend that this Agreement will serve as written consent to annexation as contemplated by Idaho Code 50-222(4) as it now exists or as it may be subsequently amended. Owner further agrees to submit an application formally requesting annexation and to connect to public utilities upon annexation.
- 2.2. Waiver: The City agrees to waive any annexation fees that the Owner might otherwise be required to pay to obtain annexation of the Property.

CONSENT TO ANNEXATION – LINDSEY

PROPERTY OWNERS

Randy Westlund, Mayor


William James Lindsey

Shannon Howard, City Clerk

Carrie Lynn Lindsey
Carrie Lynn Lindsey

STATE OF IDAHO)
 : ss
County of Kootenai)

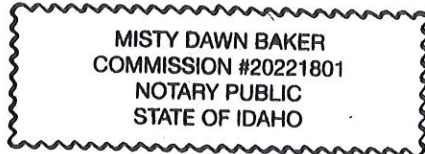
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

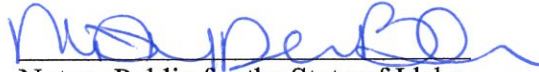
Notary Public for the State of Idaho
Commission Expires: _____

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STATE OF IDAHO)
 : ss
County of Kootenai)

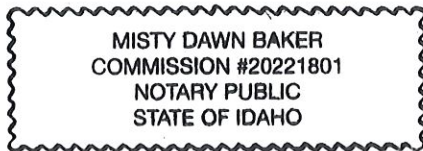
This record was acknowledged before me on June 2, 2026 by **William James Lindsey.**




Notary Public for the State of Idaho
Commission Expires: 04/01/2028 MB

STATE OF IDAHO)
 : ss
County of Kootenai)

This record was acknowledged before me on June 2, 2026 by **Carrie Lynn Lindsey.**




Notary Public for the State of Idaho
Commission Expires: 04/01/2028

CONSENT TO ANNEXATION – LINDSEY

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/16/2026**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: Agreement with Urban SDK for Traffic Data Acquisition

ITEM AND RECOMMENDED ACTION:

With approval the Mayor will sign the License for utilization of the data services from Urban SDK and the standard contract addendum for software

DISCUSSION:

The City of Post Falls Engineering Division maintains traffic count data that is utilized to monitor traffic patterns, track roadway performance, guide land use decisions, and support local and regional long range planning efforts. Data has historically been collected utilizing pneumatic tube, video and radar counters on a 3-5 year cycle or on a as-needed basis to supplement a traffic study or other project. In 2023 the City collected the most current data as part of the 2025 Transportation Master Plan update.

At that time, major construction efforts were still in progress along SH41, and collected data reflected operations at 82 key intersections and 24 roadway segments at a cost of \$32,900. Today's estimated cost for a similar work product collected with similar methodology is over \$40,000. In the City's FY26 budget, \$45,000 was allocated for collection of traffic count data for Traffic Impact Fee Accounts.

Engineering staff has reviewed the services offered by Urban SDK to provide the necessary traffic count data to support operations. The Urban SDK data offers benefits of procuring traffic volumes on every roadway within the City and would provide regularly updated roadway speed data to aid in responding to citizen concerns in a timely manner, for 1-year. The base data comes with an allowance of three (3) user seats. Staff's intention is to have 2 seats managed by the Engineering Division and 1 seat managed by the Police Department for them to assess the value of the data in supporting their operational goals. The cost of the one-year contract is \$32,750 and lower in cost than other methodologies or original budget.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Adoption of current Street Impact Fees Capital Improvement Plan - Project NKNM2
Adoption of 2026 Budget - 2026 Traffic Counts \$45,000

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$32,750.00 from Street Impact Fees

BUDGET CODE:

038-443.0000.62040

ATTACHMENTS:

1. Urban SDK Traffic Data
2. City of Post Falls- Urban SDK License
3. 2025.06.30 PF STANDARD CONTRACT ADDENDUM FOR SOFTWARE

Urban SDK – Traffic Data Acquisition

Robert S. Palus, PE –
City Engineer

Community Development
/ Engineering

June 17, 2026



Traditional Methods

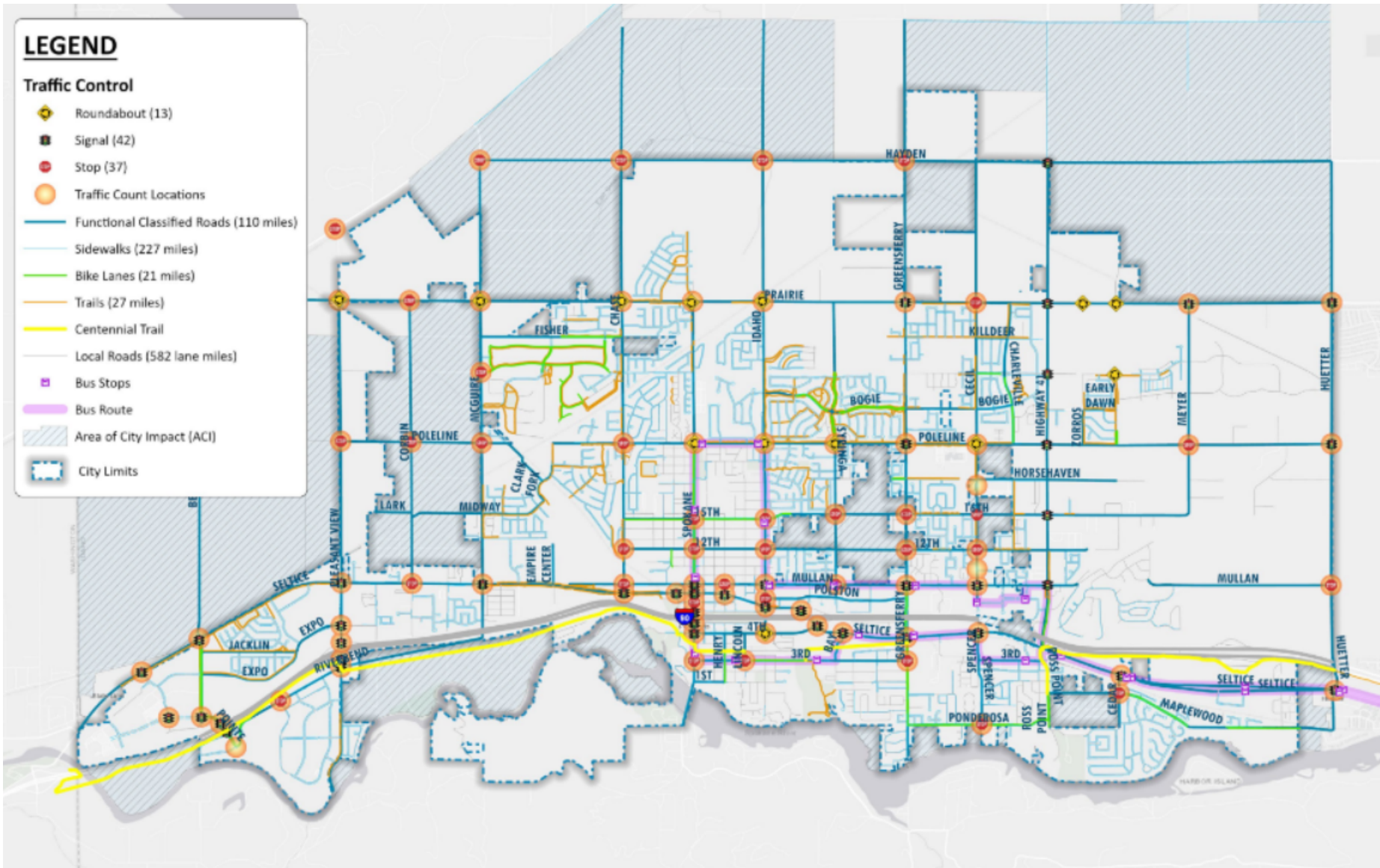
- Pneumatic Tube Counters
- Radar
- Portable Video
- Signal mounted video / radar



LEGEND

Traffic Control

-  Roundabout (13)
-  Signal (42)
-  Stop (37)
-  Traffic Count Locations
-  Functional Classified Roads (110 miles)
-  Sidewalks (227 miles)
-  Bike Lanes (21 miles)
-  Trails (27 miles)
-  Centennial Trail
-  Local Roads (582 lane miles)
-  Bus Stops
-  Bus Route
-  Area of City Impact (ACI)
-  City Limits



2025 Transportation Master Plan

2023 Data

- * 80 Intersection
- * 24 Speed / Classification
- * 6 hours per location
- * Cost \$ 32,900



Data breakdown and Use

Master Planning (local / regional)
Land Use Guidance
Citizen concerns
Economic Development

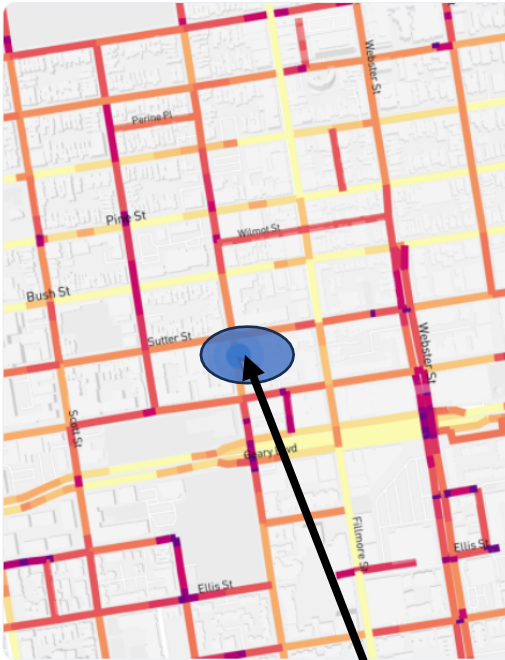
Local Roadways

Volumes from Spot studies /
manual estimates. Speed data
from JAMAR deployment –
Long lead times

Most Collectors & Arterial
Volumes from Traffic Model
/ ITD Data / Spot studies.
Speed data from JAMAR
deployment

Volumes collected at
major intersections

Major Roadways
Volumes interpreted from
nearest major intersections /
Traffic Model / ITD Data.
Speed data from JAMAR
deployment



Analytics Details

1,500 vehicles
Volume (Annual Avg. Hourly Traffic)

24,500 vehicles
Volume (Annual Avg. Daily Traffic)

350,000 miles
Vehicle Miles Travelled (VMT)

Urban SDK

1 Year historical data

- * Traffic Volume
- All City Roadways
- * Traffic Delay



Analytics Details

1.94

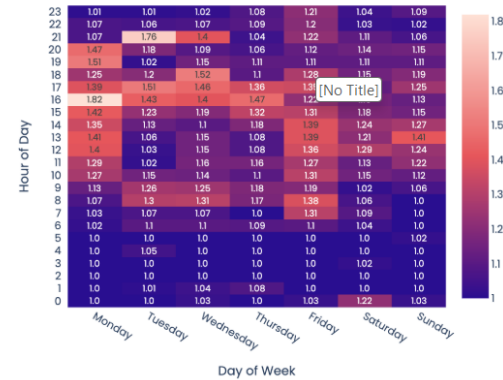
Travel Time Index

Avg. Travel Time
8 Minutes

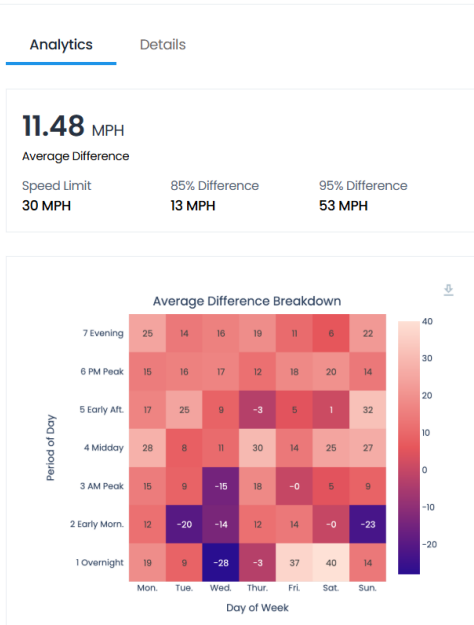
PTI
3.78

BTI
1.8

Travel Time Index (TTI) Breakdown



For all City roadway segments



Urban SDK

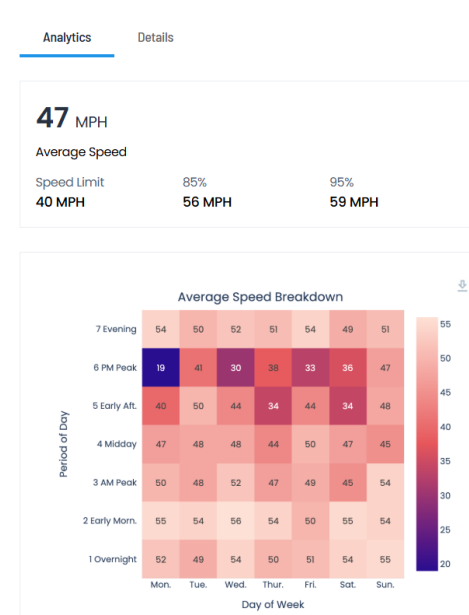
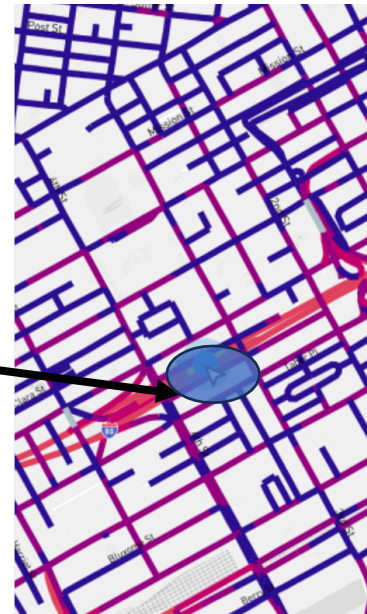
1 Year data with access to previous year (historical)

* Traffic Speeds

- Updated daily

* Identify area of concern / enforcement priorities

For all City roadway segments



Urban SDK

1 Year of service

- * Traffic Volume data of past year
- * Historic and daily updated Traffic Speeds
- * Covers all City roadways
 - Collector & Arterial Sections in County Pockets
- * 3 User Seats with training (onboarding & support)
- * \$32,750 (1 year)

Urban SDK – Traffic Data Acquisition

Robert S. Palus, PE –
City Engineer

Community Development
/ Engineering

June 17, 2026



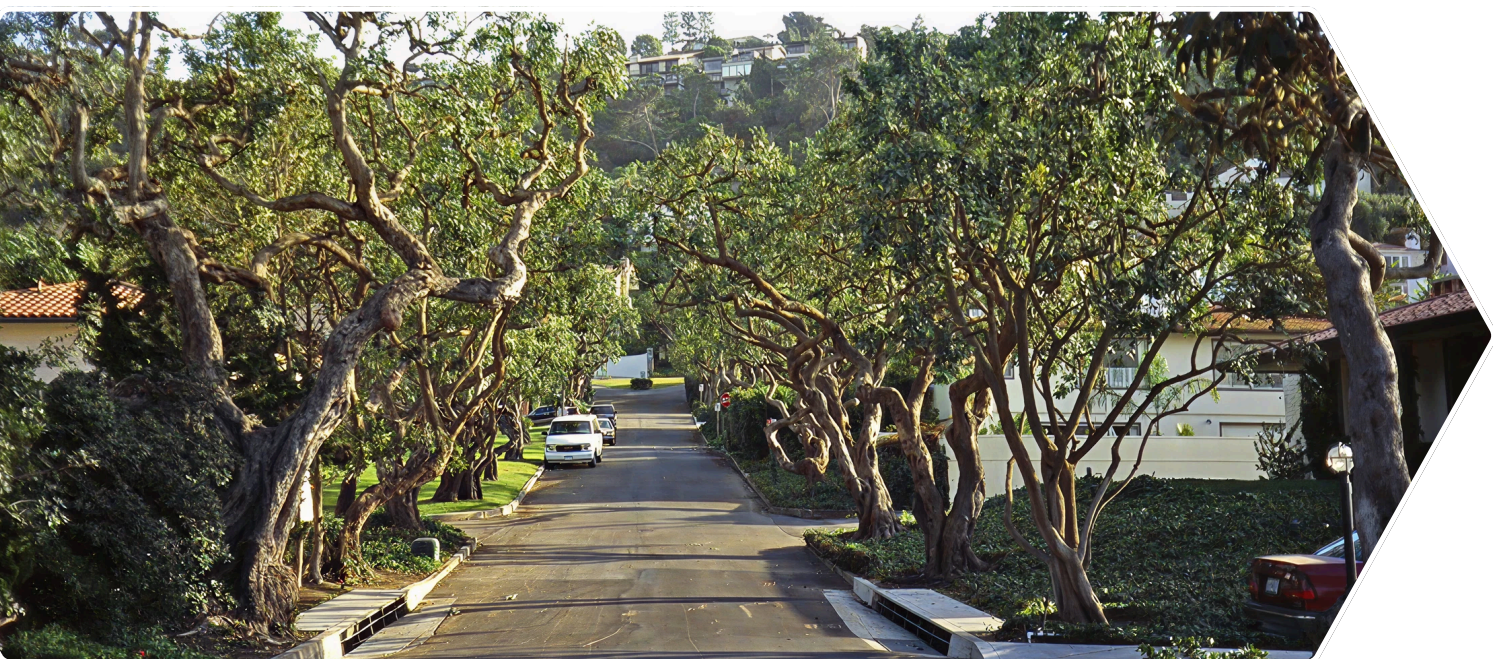


Urban SDK

&

City of Post Falls, Idaho

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About Us

Urban SDK is a leading provider of geospatial AI solutions, equipping public leaders with actionable insights and automation for mission-critical decisions. Established in 2018 and headquartered in Jacksonville, Florida, Urban SDK is the only platform on the market that provides a comprehensive System of Action to state and local governments. Our team of military veterans, engineers, scientists, policymakers, and entrepreneurs are all committed to the same unified vision: easing the burdens of community leaders through innovation.

Our System of Action unifies data, workflows, and AI so local governments can break free from technical debt and respond to changing conditions at scale. In doing so, Urban SDK's approach delivers measurable ROI to each of our customers, enabling agencies to recapture time, budget and precision in order to accelerate projects, refine resource allocations and respond more quickly to their constituents.

Our partners throughout North America leverage Urban SDK to help:

- Replace manual data collection and empower decision making
- Orchestrate regulated processes and operating procedures
- Align staff with decision support systems to increase efficiency
- Connect disparate departments to achieve common goals
- Enable officials to adjust actions based on changing conditions

Popular Use Cases



Including Traffic Calming, Urban SDK aids clients with daily mission critical objectives such as:

- **Traffic Calming** - Reducing speeds and improving pedestrian/bike safety
- **Traffic Enforcement** - Proactively reducing risky driving behaviors and ensuring compliance with traffic codes
- **School Zone Safety** - Reducing speeds and improving safety near schools
- **Work Zone Monitoring** - Monitoring traffic, safety, and compliance around road construction zones
- **Traffic Safety Analysis** - Prioritizing resources where crime and traffic risks overlap
- **Event Impact Monitoring** - Tracking congestion, blocked emergency lanes, and road closures before, during, and after major events
- **Cut-Through Traffic** - Identifying local residential streets or unintended routes used to bypass congestion, accidents, or delays on main thoroughfares
- **Sidewalk Inventory** - Performing ADA audits and safety workflows without field visits

Traffic Calming

Definition

Traffic calming is a set of strategies and roadway design measures aimed at reducing speeds, discouraging cut-through traffic, and improving pedestrian/bike safety.



Challenges of the Current Process

80% of traffic calming requests are perception issues and never meet local ordinance or criteria standards. Collecting manual data for these perception issues is a massive drain on resources and budgets.



How Urban SDK Solves These Issues

With Urban SDK, agencies now have the ability to identify roadways that qualify for traffic calming prior to complaints. They are able to cut back on a majority of the historical data previously collected, and focus on areas that meet calming criteria.

Key Objectives Improved by Urban SDK



Speed reduction



Safety improvements



Volume control



Livability goals

Required Urban SDK Data

- 01 Speed Module
- 02 Volume Module

Add-On Options

- 01 Workflows (Highly recommended)
- 02 Crash Integration (Could be a requirement-based agency policy)

Platform Features

- ✓ Satellite/aerial maps
- ✓ Measurement tools
- ✓ Geofencing and layering
- ✓ Dashboards and reports

Departments that Benefit



Public Works

More efficient calming investments



Engineering

Quicker preparation of studies & plans



Planning

Aligns calming with mobility/zoning



Law Enforcement (Traffic Division)

Enforces in calm areas



Elected Officials

Political champions for livability



Statement of Work (SOW)

Goals

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with Urban SDK's provision of roadway data for City of Post Falls, Idaho.

This engagement will deliver comprehensive datasets that support the organization's safety, planning, and operational analysis initiatives.

Scope of Services

1. Traffic Speed Data

Urban SDK will provide the client with traffic speed datasets for all jurisdictional roadways. Deliverables include:

-  **Average, 50th, 85th, and 95th Percentile Speed**
-  **Speed Limits for Jurisdictional Roadways**
-  **Speed Differences of: Average 50th, 85th and 95th Percentile**
-  **Functional Road Classes 1-5 data**

2. Traffic Volume Data

Urban SDK will provide the client with traffic volume datasets for all jurisdictional roadways. Deliverables include:



Annual Average Daily Traffic (AADT) counts



Vehicle Miles Traveled (VMT) per location



Annual Average Hourly Traffic (AAHT) counts



Functional Road Classes 1-5 data



Speed data is refreshed daily; volume data is refreshed annually and includes a **1-year historical archive**

3. Workflows

Urban SDK will provide the client automated workflows that users schedule to run weekly, monthly, quarterly, or annually. Users will automatically receive reports on their

data without the need for recurring manual input. Deliverables include:



Automated Workflows



Email and in-app notifications



Setup and support from dedicated Urban SDK representatives

4. User Seat



Additional user seat that provides access to Urban SDK platform

Responsibilities



Urban SDK

- ✓ Provide data access and updates as defined in this SOW.
- ✓ Conduct onboarding and training sessions for staff.
- ✓ Conduct a full Q&A of all data to ensure locations and results meet the client's needs.
- ✓ Maintain application uptime and ensure timely delivery of data.
- ✓ Provide customer support throughout the engagement.

City of Post Falls, Idaho



Provide designated points of contact for project oversight and user access assignments.



Ensure timely attendance at training and onboarding sessions.

Pricing & Fees

Pricing Overview

Contract Start Date	June 30, 2026
Contract End Date	June 30, 2027
Proposal Expires	June 30, 2027

Products & Services

Modules

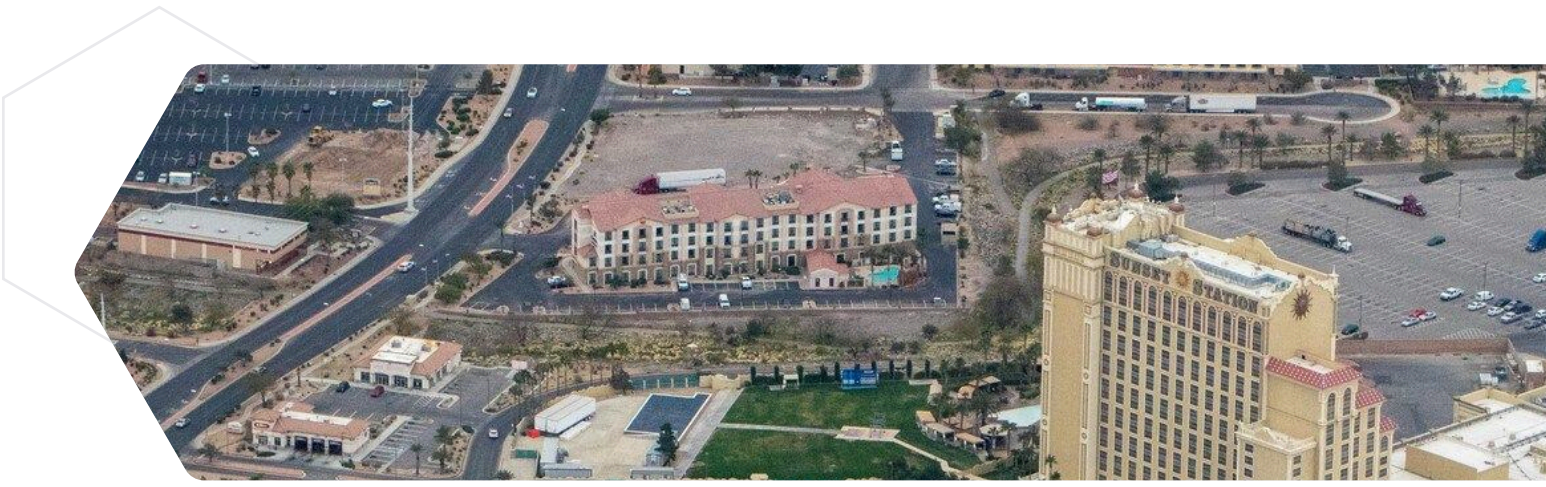
Product	Price	Contract term	Total	
Traffic Speeds	\$7,000.00 per year	1 year	\$7,000.00 per year	▼
Traffic Volumes	\$4,700.00 per year	1 year	\$4,700.00 per year	▼
Workflows	\$1,050.00 per year	1 year	\$1,050.00 per year	▼
User Seats	\$5,500.00 per year	1 year	\$16,500.00 per year	
Onboarding & Support	\$3,500.00		\$3,500.00	

Section total \$32,750.00

One-time subtotal \$3,500.00

Recurring subtotal \$29,250.00 per year

Subtotal \$32,750.00



3 Year Agreement Option

3-Year Agreement: \$26,325 *per year* (10% discount)

- Greater savings with budget certainty
- Continuous data updates and historical data integration

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available below, all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Client Signature

Signature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name

Terms and Conditions

This website, www.urbansdk.com (the "site"), is owned and operated by UrbanSDK, Inc. and our affiliates ("Urban SDK", "we" or "us"). By using the site, services provided on the site, our proprietary software made available to you via the site, or content we make available to you through the services (collectively, "Services"), you agree to be bound by the following Terms and Conditions, as updated from time to time (collectively, the "Terms").

1. General

GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as "Ordering Document(s)."

2. Services

- 2.1. **General.** All services provided by Urban SDK under this Agreement ("Services"), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.
- 2.2. **Third-Party Services.** As set forth in an Ordering Document, the Services may include Customer's utilization of certain third-party software and data developed and owned by Urban SDK's third party licensors. This software and data is neither sold nor distributed to Customer, and Customer may use it solely as part of the Services and for no other purpose. Customer may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an Ordering Document, Urban SDK and Urban SDK's third-party software and data licensors are not responsible for providing any support in connection with the Services or the third-party software. Customer's use of any such third-party software and data is governed by the third-party software or data licensor's terms as may be referenced and incorporated into an applicable Ordering Document. Customer covenants to comply with the terms of such third-party licensor's terms as if Customer were the licensee.
- 2.3. **Change Orders.** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Urban SDK shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if

and when mutually agreed in writing, a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

3. Software Services

- 3.1. **Software Services.** Urban SDK will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer (“End Users”) with access to the software products and related services provided by Urban SDK via a web browser (or mobile application) and identified on the applicable Ordering Document (“Software Services”). During the Term and subject to Customer’s compliance with this Agreement, Urban SDK grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow End Users to remotely access the Software Services for Customer’s internal business purposes in accordance with the terms of this Agreement.
- 3.2. **Restrictions.** Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and End Users. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party’s Marks, except in Urban SDK’s performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. Professional Services

- 4.1. **Professional Services.** Urban SDK may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, “Professional Services”) and Deliverables to Customer as set forth in a Statement of Work. “Deliverables” means all Creations that are delivered to Customer by or on behalf of Urban SDK as a part of the Professional Services, together with any items identified as such in a Statement of Work. “Creations” means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers, records, text, sound recordings, videos, pictures, photographs, audiovisual works, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.
- 4.2. **Acceptance.** Any software constituting a Deliverable (each a “Software Deliverable”) shall be subject to acceptance by Customer to ensure that it meets the specifications

of this Agreement and the applicable Statement of Work. If Customer does not reject any final Software Deliverable within 10 days of delivery, such Software Deliverable shall be deemed accepted. If any final Software Deliverable does not materially meet the applicable specifications, Customer shall notify Urban SDK of such nonconformities in reasonable detail, and Urban SDK will, at no additional cost, use commercially reasonable efforts to promptly correct such Software Deliverable so that it conforms to the applicable specifications. If within 30 days of such Customer notification, any final Software Deliverable still does not meet the specifications, Customer may at any time thereafter, as its sole remedy, terminate the applicable Statement of Work, return the Software Deliverable and all copies thereof to Urban SDK, and receive a refund of any fees or expenses paid in connection with such Software Deliverable.

4.3. Urban SDK Personnel. Urban SDK shall appoint an Urban SDK employee to serve as a primary contact with respect to any Professional Services (the "Urban SDK Contract Manager"). Urban SDK shall also appoint Urban SDK Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, Urban SDK may subcontract parts of the Professional Services to affiliated companies or third parties, provided that Urban SDK shall remain responsible for the performance of the Professional Services. In the event that any Urban SDK's Personnel does not perform to Customer's reasonable satisfaction, Urban SDK shall remove such Urban SDK's Personnel and replace him or her with a similarly qualified Urban SDK Personnel. Urban SDK is responsible for all Urban SDK Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

4.4. License and Consents. Urban SDK shall maintain all necessary licenses and consents and comply with all laws applicable to the provision of the Professional Services.

4.5. Tools, Labor, Materials and Supplies. Unless otherwise provided in a Statement of Work, Urban SDK shall provide, at its expense, all tools, materials, supplies, labor, and equipment necessary to perform the Professional Services.

5. Rights Reserved

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the "Customer Materials" (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Urban SDK shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services, Deliverables, and all Urban SDK service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Urban SDK. Customer acknowledges that the Software Services in source code form is the Confidential Information of Urban SDK and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Urban SDK. No right

or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. Fees and Payment Terms

- 6.1. **Services Fees.** For the Services provided under this Agreement, Customer will pay Urban SDK the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in advance and payable (i) immediately upon invoice if Customer's payment method is on file with Urban SDK, or (ii) if no payment method has been provided to Urban SDK, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. In the event of early termination of this Agreement other than due to Urban SDK's breach, all amounts outstanding that would have otherwise been due through the end of the then-current Term shall automatically be due and payable by Customer upon termination.
- 6.2. **Fee Changes.** After the Initial Term, and at the beginning of each Renewal Term thereafter, Urban SDK may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency. Urban SDK may increase pricing and fees on an annual basis by the greater of: (a) six percent (6%) per annum, or (b) the percentage by which the then most-recently published Consumer Price Index in the United States for all Urban Consumers (Index base: 1982/1984 = 100; Index Components: All Items) ("CPI") exceeds the CPI as of the Effective Date or, if later, the immediately preceding change in pricing. Additionally, Upon written notice to Customer at least thirty (30) days prior to effectiveness, Urban SDK may increase the amount of the fees in an Ordering Document relating to, if applicable: (a) data storage and/or relational databases if the applicable cloud data provider has increased the prices paid by Urban SDK for such data storage and/or relational databases, and any such increase shall be proportionate to the increase imposed upon Urban SDK by the applicable utility provider; and (b) the cost of third party Services or services (including software and datasets) performed or provided by a third party that comprise all or some part of the Services including any increases to such costs.
- 6.3. **Late Fees.** Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Urban SDK, at its option, may suspend the Services, in whole or in part, if Urban SDK does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.
- 6.4. **Taxes.** The fees and expenses due to Urban SDK as set forth in this Agreement are net amounts to be received by Urban SDK, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on Urban SDK in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Urban SDK'S income.

6.5. **Offset.** Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7. Customer Acknowledgements.

7.1. **Customer Requirements.** Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Urban SDK neither represents nor warrants that the Software Services will be accessible through all web browser releases. Customer shall take all steps necessary for Urban SDK to perform the Services effectively, including with respect to (a) providing access to Customer's resources or staff as needed to perform the Services; (b) maintaining, testing, configuring, operating, and upgrading Customer's data, applications, server hardware, operating system, environment, and facilities, as applicable, related to the Services.

7.2. **Use of Software Services.** Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Urban SDK; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Urban SDK; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Urban SDK, or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Urban SDK systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Urban SDK customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Urban SDK has no obligation to monitor Customer's use of the Software Services. However, Urban SDK may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3. Compliance with Law. Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Urban SDK immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7.4. Professional Services. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 7.4.

- a. **Customer Contract Manager.** Customer shall cooperate with Urban SDK in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").
- b. **Access and Assistance; Customer Materials.** Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by Urban SDK for the purposes of performing the Professional Services. Customer shall respond promptly to any Urban SDK request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Urban SDK to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Urban SDK may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.
- c. **Delay in Performance.** If Urban SDK's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Urban SDK shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Urban SDK's obligation to perform will be extended based on Urban SDK's reasonable ability to reallocate resources to performing and such delay may result in reasonable additional fees to the extent Urban SDK incurs additional costs due to the delay.

8. Non-disclosure and confidentiality.

8.1. Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder,

whether such disclosure is received directly or through Recipient's employees or agents.

- 8.2. Requirement of Confidentiality.** The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Urban SDK. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- 8.3. Compelled Disclosure.** If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.
- 8.4. Customer Data; Data Use.** "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Urban SDK a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Urban SDK's obligations and the exercise of Urban SDK's rights under this Agreement. Customer warrants to Urban SDK that Customer has the right to provide such Customer Data to Urban SDK in accordance with this Agreement. Additionally,

Customer agrees that data derived by Urban SDK from Urban SDK's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Urban SDK for any lawful purpose both during and following the Term. De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person or Customer.

9. **Limited Warranty; Disclaimers.**

Urban SDK represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Urban SDK. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT URBAN SDK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD-PARTY HARDWARE, SOFTWARE, PRODUCT OR SERVICE INCLUDED WITH ANY OF THE SERVICES.

10. **Limitation of Liability**

10.1. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Urban SDK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3. Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 11 (Indemnification).

11. Indemnification

- 11.1. Urban SDK Indemnification.** Urban SDK shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Urban SDK shall have no obligations under this Section 11.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Urban SDK; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Urban SDK in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Urban SDK. If the Services, or any part thereof, become, or in the opinion of Urban SDK may become, the subject of a claim of infringement or misappropriation, Urban SDK may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.
- 11.2. Customer Indemnification.** Customer shall defend Urban SDK and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or Urban SDK's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Urban SDK to the extent based on such an Action.
- 11.3. Indemnification Procedures.** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.1 shall not relieve the indemnifying party of its obligations under this Section 11.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

12. TERM AND TERMINATION.

- 12.1. Initial Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in

accordance with their terms), the Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

12.2. Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

- a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Urban SDK; or
- b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

12.3. Termination of Statement of Work. Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

12.4. Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Urban SDK hereunder to Customer will immediately cease. Customer must retrieve all of its data from the Software Services within thirty (30) days of the termination or expiration of this Agreement, at which time Urban SDK reserves the right to delete all data.

12.5. Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Urban SDK's or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Urban SDK's liability, or any other terms which by their nature should survive, which provisions will survive such termination.

13. GENERAL

13.1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Jurisdiction and venue for purposes of any litigation in connection with this Agreement will be in the relevant federal or state court located in Jacksonville, Florida.

13.2. Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.3. Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by

registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 13.3.

- 13.4. Assignment.** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 13.5. Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.
- 13.6. Severability.** In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 13.7. Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 13.8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.
- 13.9. Amendment; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- 13.10. **Force Majeure.** Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.
- 13.11. **Equitable Relief.** Each party acknowledges that a breach by a party of Section 3.2 (Restrictions) or Section 8 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- 13.12. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- 13.13. **Relationship of Parties.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.
- 13.14. **Publicity.** While this Agreement is in effect, Customer grants Urban SDK the right to use Customer's logo and name on Urban SDK's website and promotional materials. Customer shall have the right to require Urban SDK to terminate any such uses at any time by written notice to Urban SDK.
- 13.15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

Support Services Schedule

Support Service Responsibilities

Urban SDK shall provide support services (collectively, "Support Services") for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Urban SDK shall not assess any additional fees, costs or charges for such Support Services.

Urban SDK shall use commercially reasonable efforts to:

- correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement ("Service Errors") in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. Eastern Time on business days;
- provide unlimited online ticket support outside business hours and on weekends;
- Provide online access to technical support bulletins and other user support information and forums, to the full extent Urban SDK makes such resources available to its other customers; and
- Respond to and resolve Support Requests.

Service Monitoring and Management

Urban SDK shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Urban SDK shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

- all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Urban SDK provides at no additional charge to its other similarly situated customers; and
- all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer's or its End Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Requests

Customer shall submit its requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a "Support Request"). Customer shall notify Urban SDK of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification

Description:

Any Service Error Comprising or Causing any of the Following Events or Effects

Critical Service Error

- Issue affecting entire system or single critical production function;
- System down or operating in materially degraded state; or
- Widespread access interruptions.

High Service Error

- Primary component failure that materially impairs its performance; or
- Data entry or access is materially impaired on a limited basis.

Medium Service Error

- Software Services are operating with minor issues that can be addressed with a work around.

Low Service Error

- Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

Escalation

With respect to any Critical Service Error Support Request, until such Support Request is resolved, Urban SDK shall escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Urban SDK support personnel.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Urban SDK does or is required to perform any Software Services, Urban SDK shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Urban SDK's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Urban SDK's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

Termination Rights

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Urban SDK with no liability, obligation or penalty to Customer by reason of such termination.

CITY OF POST FALLS STANDARD CONTRACT ADDENDUM FOR SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENTS

This Addendum (“Addendum”) is hereby incorporated into and made part of any agreement (the “Agreement”) entered into by and between the City of Post Falls, an Idaho municipal corporation (“City”), and the Vendor (“Vendor”) providing software-as-a-service (SaaS), platform-as-a-service (PaaS), or other cloud-based application services.

This Addendum is intended to ensure compliance with Idaho law, protection of municipal interests, and clarity of obligations in technology service contracts.

1. Precedence of Addendum Terms

If any conflict, ambiguity, or inconsistency exists between the terms of this Addendum and any other term, attachment, exhibit, or incorporated document in the Agreement, the provisions of this Addendum shall govern and control. This includes but is not limited to Vendor terms of service, license agreements, privacy policies, and service level agreements, regardless of whether such documents are physically attached or incorporated by reference. Any conflicting term that limits, modifies, or contradicts a provision of this Addendum shall be deemed superseded and without force or effect to the extent of the inconsistency.

2. License Grant

Vendor hereby grants the City a non-exclusive, non-transferable, irrevocable (except for breach), royalty-free license to access and use the software, services, and all related deliverables provided under this agreement for its internal governmental purposes.

3. Intellectual Property Warranty

Vendor represents and warrants that it has full rights, power, and authority to grant the rights set forth in the Agreement and that the City’s use of the software, services, and any deliverables shall not infringe or misappropriate any intellectual property rights of any third party.

4. Reseller Disclosure

Vendor shall disclose if it is not the developer or original licensor of the software or services, and shall identify all upstream licensors or providers upon request. For the purposes of this section, “upstream licensors” refers to any third-party developers, licensors, or service providers from whom the Vendor obtains software, platforms, or services that are resold, embedded, or otherwise provided to the City under this Agreement. The City’s rights under this Agreement shall not be diminished due to any failure in performance or termination by an upstream provider.

5. Non-Appropriation Clause

If the Post Falls City Council does not appropriate the funding needed by the City to make payments under this Agreement for any fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which the City appropriated funds. In such an event, the City will promptly notify the Vendor of the non-appropriation, and this Agreement will be

terminated at the end of the fiscal year for which the City appropriated funds. No act or omission by the City, which is attributable to the non-appropriation of funds, shall constitute a breach of or default under this Agreement. The City shall pay all costs due to Vendor for services completed in the fiscal year for which the City appropriated funds.

6. Public Records and Confidential Information

Except as provided in the Idaho Public Records Law, Idaho Code Title 74, Chapter 2, both Parties agree to keep the other Party's Confidential Information confidential and will protect the information from unauthorized use.

Under Idaho Code section 74-101 et seq., information or documents received from the Vendor may be open to public inspection and copying unless exempt from disclosure. The Vendor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The City will not accept the marking of an entire document as exempt. In addition, the City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Vendor shall indemnify and defend the City against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring such a designation or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a document that the City releases shall constitute a complete waiver of any and all claims for damages caused by any such release.

7. Governing Law and Venue

The Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Venue shall be in Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court. As provided by Idaho Code section 29-110 and pursuant to public policy, any provision of the Agreement imposing arbitration, waiving the right to a trial by jury, and limiting the court's right to impose damages shall have no force and effect.

8. Data Ownership and Portability

All data collected, maintained, or stored by the Vendor in the performance of the Agreement shall remain the exclusive property of the City. Upon termination or expiration of the Agreement, Vendor shall, at no additional cost to the City, provide a complete and usable export of all City data in a commercially reasonable format within thirty (30) days. Vendor shall retain data for no less than sixty (60) days post-termination, unless longer retention is required under Idaho law.

9. Data Security and Breach Notification

Vendor shall maintain commercially reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of City data. In the event of a data breach, unauthorized access, or other security incident affecting City data, Vendor shall notify the City within seventy-two (72) hours, cooperate fully with the City's investigation, and bear all costs associated with breach remediation, including data recovery and identity protection services if required.

10. No Disabling Devices

Vendor shall not embed or deploy any logic bomb, time bomb, disabling code, or other disabling device in the software or services provided to the City. This provision does not prohibit standard license key functionality or access limitations expressly agreed upon in writing by the City

11. Limitation on Unilateral Amendments

No incorporated document, including terms of use, privacy policy, or service level agreement, may be unilaterally amended by the Vendor in a manner that materially affects the City's rights or obligations. Any such changes must be provided to the City at least thirty (30) days in advance and shall not be binding unless expressly agreed to in writing by the City.

All incorporated documents, including but not limited to Vendor's general terms and conditions, service level agreements, usage policies, and privacy policies, must be attached to the Agreement as exhibits and shall be those in effect as of the date of execution. The City shall not be bound by any document or policy not included as part of the executed Agreement package.

12. Renewal and Fee Escalation Control

The City shall not be bound by any automatic renewal, price escalation, or rollover provisions unless such terms are expressly approved in writing by the City. Any increase in subscription or licensing fees for renewal periods shall not exceed five percent (5%) per year unless otherwise negotiated.

13. Subcontractors and Data Hosting

Vendor shall not subcontract any portion of the services involving City data storage or processing without the City's prior written consent. Data shall not be hosted or transferred outside of the United States without the City's express authorization.

14. No Waiver of Governmental Immunity

Nothing in the Agreement shall be construed to waive any governmental immunity, defense, or limitation of liability available to the City under Idaho law.

15. Indemnification

Vendor shall indemnify, defend, and hold harmless the City, its elected officials, employees, and agents, from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney's fees and costs, to the extent caused by the negligent or wrongful acts or omissions of the Vendor, its employees, agents, or subcontractors in the performance of this Agreement. The indemnification provided under this section shall not be construed as a waiver by the City of any immunities or defenses available under Idaho law, including but not limited to those available under the Idaho Tort Claims Act, Idaho Code § 6-901 et seq. This indemnification obligation shall not extend to any claims, damages, liabilities, or costs arising from the City's own negligence or misconduct.

16. E-Verify

Vendor certifies that it and its subcontractors comply with the federal E-Verify program.

17. State of Idaho Compliance Certifications

The State of Idaho requires the clauses in this section. 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 Vendor employs ten (10) or more persons, then the Vendor 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 Vendor employs ten (10) or more persons, then the Vendor 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:** Vendor 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, Vendor 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).

18. No Expectation of Privacy / Monitoring Consent

If Vendor accesses or manages City systems, Vendor acknowledges and consents that City IT systems may be monitored, logged, and audited for security and compliance purposes, and that there is no expectation of privacy in such systems.

19. Application to Agreement Extensions

This Addendum shall apply to any subsequent Agreement extensions entered into by the Parties.

20. Authority to Bind

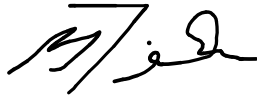
Each party represents that it has obtained all necessary approvals and appropriations for the Agreement and that the individual executing the Agreement and this Addendum is duly authorized to bind their respective party.

IN WITNESS WHEREOF, the Parties have entered this Addendum as of this ____ day of June, 2025.

CITY OF POST FALLS

VENDOR

By: _____
Ronald G. Jacobson, Mayor


By: _____

ATTEST:

Shannon Howard, City Clerk