



Post Falls Urban Renewal Agency
January 28, 2026 Meeting
9:00 am, Post Falls City Hall

1. Call to Order, Commissioner Roll Call and Pledge of Allegiance
2. Ceremonies, Appointments and Announcements
 - a. Election of Officers **ACTION ITEM**
3. Conflict Disclosure
4. Consent Calendar **ACTION ITEMS**
 - a. Commission Minutes, December 18, 2025
 - b. Payables
 - c. Bank Activity Report
 - d. Financial Reports
5. Committee Updates
 - a. Finance and Policy – Crosby
 - b. District Review - Fleischman
 - c. Communications, Property & Personnel - Clemensen
6. Citizen Comments

This section of the agenda is reserved for citizens wishing to address the Commission regarding an Agency related issue. Comments related to future public hearings should be held for that public hearing. Persons wishing to speak will have 5 minutes.
7. Unfinished Business
 - a. Owner Participation Agreement, 209 E 2nd LLC (Downtown URD) **ACTION ITEM**
 - b. Owner Participation Agreement, Laura Horn – Nonna Building (Downtown URD) **ACTION ITEM**
 - c. First Addendum to Owner Participation Agreement, North Idaho Healthcare Holdings, LLC (Tech URD) **ACTION ITEM**
 - d. PF Eagles Aerie Minor Project – Welch/Comer Reimbursement Letter (Downtown URD) **ACTION ITEM**
8. New Business
 - a. Authorization for newly elected officers to be designated signers **ACTION ITEM**
9. Staff Report and Updates
10. Commissioner Comments
11. Chairman Comments
12. Adjournment

Requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the Executive Director, 201 E. 4th Avenue, Post Falls, Idaho 83854, or call (208) 777-8151.

Mission Statement: To encourage sound economic and community improvement that enhances the overall quality of life in Post Falls by: providing and improving infrastructure, attracting jobs, and enhancing citizen safety and health.

Article III: Commission Officers

Section 1. Officers of the PFURA shall consist of the Chairperson, Vice Chairperson and Treasurer.

Section 2. Officer terms shall be for one year. Elections will be held at the PFURA's January meeting, with appointments made at that meeting.

Section 3. The Chairperson shall preside over Agency meetings, and shall execute all PFURA deeds, bonds, contracts and other legal documents as authorized by the Commission. The Chairperson shall have the power to vote on any matter under consideration by the Commission unless he or she is prohibited from doing so by Idaho law.

Section 4. The Vice Chairperson shall perform all duties in the absence of the Chairperson.

Section 5. The Chairperson, Vice-Chairperson and Treasurer shall be designated as authorized signers for all financial transactions, including checking and savings accounts and Bank Certificates of Deposit.

POST FALLS URBAN RENEWAL MINUTES

December 18, 2025

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Chairman Jamè Davis called the meeting to order at 9:00 a.m. Executive Director Joseph Johns called the roll. Present, in addition to Davis were Commissioners Melissa Hjeltness, Len Crosby, Christi Fleischman, Collin Coles and Eric Clemensen. Commissioner Pat Leffel was absent. Counselor Pete Bredeson was also present. Davis led the Pledge of Allegiance.

CEREMONIES, APPOINTMENTS AND ANNOUNCEMENTS

CONFLICT DISCLOSURE

None

CONSENT CALENDAR

Johns introduced the Consent Calendar. Item A in the Consent Calendar is the Joint Workshop Minutes, November 18, 2025

Item B is the Commission Minutes, November 20, 2025

Item C is the Finance & Policy Minutes, November 20, 2025

Item D is the payables for this month totaling \$10,261.73

Item E is the Bank Activity Report which shows total funds in all accounts of \$4,439,346.40 and accrued interest for the month of \$10,316.40

Item F is the Financial Reports as of November 30, 2025.

Approval of the consent calendar will authorize a transfer of \$10,261.73 to the First Interstate Checking Account for the monthly payables and \$10,316.40 accrued interest to the General Fund.

Commissioner Crosby made a motion to approve the Consent Calendar as presented, seconded by Coles. Roll Call Vote: Hjeltness – Aye; Fleischman – Aye; Coles – Aye; Crosby – Aye; Davis – Aye; Clemensen - Aye. Motion carried.

COMMITTEE UPDATES

Finance & Policy – Crosby: The committee met on November 20, 2025, to review 2025 FYE financials, the agency's sustainability projection through the end of the last open district, and the agency policy revisions being proposed by legal counsel and the executive director.

District Review – Fleischman: Nothing to report. Looking to schedule a meeting in late January.

Communication, Property and Personnel – Clemensen: Nothing to report.

CITIZEN COMMENTS

None

UNFINISHED BUSINESS

Project Update – Prairie Shopping Center, Gerry Dicker. Johns introduced Gerry Dicker, district proponent, to provide an update of their project in Zone C of the PF Technology District. Dicker reported that the project's first building is under construction. The building has two signed tenants and two tenants in negotiation. The building is expected to open for business in March or April. One of the signed tenants is Jersey Mike's. The north end and south end spaces will both be restaurants. The shopping center's major tenant, a 50-60,000 square foot supermarket, is expected to close escrow on Monday, October 2026 is their anticipated opening time. Dicker expects accelerated development once the major tenant is finalized and made known. The project's public infrastructure improvements have been completed. They are now focused on the many little improvements that are necessary as buildings go in. A map of the project site was presented. Dicker stated a second phase that may include multi-family or could be another major retail tenant. Zorros and Trade Way are finished. The road between Trade Way and Prairie Avenue is a private road that is mostly done. The northwest portion of the district is currently on hold due to the passing of the owner. Dicker has made an offer to reacquire 80 acres of property in that portion of the district. The property is thought to be undergoing litigation. Dicker offered to return in January to provide another update.

Agency Policy #7 – Addendum #3 Revision. Johns stated Agency Policy number 7, Third Addendum, was revised by Counselor Bredeson according to direction provided by the Commission during the November 4, 2025 Workshop. The policy revision was reviewed by the Finance & Policy Committee at their November 20, 2025 meeting. The revised Third Addendum, paragraph A, allows for up to 100% reimbursement of city required costs associated with the 2018 City Center Parking Plan for mixed-use or residential development projects in the Downtown Urban Renewal District. The revised policy provides for the comprehensive support of the implementation the City Center Parking Plan regardless of property type, as noted in a letter dated November 14, 2025, to the Commission from Community Development Director Bob Seale.

Chair Davis asked for questions or a motion to approve. Commissioner Coles made a motion to approve, seconded by Crosby. Roll Call Vote: Hjeltness – Aye; Fleischman – Aye; Coles – Aye; Davis – Aye; Crosby – Aye; Clemensen – Aye. Motion carried.

Agency Policy #5 – Revision. Johns stated Agency Policy number 15 has been revised to:

- Increase the Plan Fee from \$15,000 to \$25,000 for the creation or modification of each new urban renewal district.
- Replace “expansion” with “modification”, throughout the text, to more closely align with verbiage in the urban renewal code.
- Add a Plan Amendment Fee section (now Paragraph B) for use when an urban renewal participant seeks to amend an existing district plan. The Plan Amendment Fee has been established at \$7,500.

Chair Davis asked for any comments or questions. Crosby voiced that the committee was concerned that the agency's fees had not been updated for a number of years and reflect the agency's increased workload and associated costs when creating or amending a plan. Davis agreed.

Chair Davis asked for a motion to approve. Commissioner Fleischman made a motion to approve, seconded by Hjeltness. Roll Call Vote: Crosby – Aye; Coles – Aye; Hjeltness – Aye; Fleischman – Aye; Davis – Aye; Clemensen – Aye. Motion carried.

Agency Policy #16 – Revision. Johns stated Agency Policy number 16 has been revised to simply remove verbiage from the POLICY section describing the circumstances leading to the revision of the policy in July 2020.

Chair Davis asked for any comments or questions. Crosby voiced that the agency has a current annual administrative fee of \$25,000 per district for funding operations. The urban renewal agencies of Coeur d'Alene and Rathdrum currently take 15% of tax increment. With our current districts that would equate to approximately \$250,000 annually, or ten times what we collect for a district. Post Falls Urban Renewal is focused on the creation of jobs and getting districts closed as quickly as possible, so we've minimized our fee. Whereas other agencies seek the additional funds to acquire property and make other improvements. The current administrative fee, and the way it is charged, remains unchanged at this time. The only modifications were to make the policy clearer to the proponents. Crosby thanked Counselor Bredeson for his work on all of the policies.

Chair Davis asked for a motion to approve. Commissioner Fleischman made a motion to approve, seconded by Hjeltness. Roll Call Vote: Crosby – Aye; Davis – Aye; Coles – Aye; Fleischman – Aye; Hjeltness – Aye; Clemensen – Aye. Motion carried.

209 E 2ND LLC Project (Downtown District). Johns stated that the project had been presented at several prior meetings, most recently at the November 4 Commission Workshop. At that workshop, the Commission determined that Agency Policy 7 should be revised to allow consideration of up to 100% reimbursement of city-required costs associated with the 2018 City Center Parking Plan for mixed-use or residential development projects within the Downtown Urban Renewal District. With the prior approval of Agency Policy #7 – Addendum #3, the project and associated costs were presented for consideration to participate in urban renewal through an Owner Participation Agreement. The City of Post Falls building permits dashboard has been updated to show the project status complete as of December 14, 2025.

Chair Davis asked for any comments or questions. Crosby asked Johns if the intent is to enter into an OPA with the property owner. Johns responded that the owner has been working with the agency for approximately 8 months with the intent to engage in an OPA. Since their initial contact with the agency they have constructed the project, including the public improvements. Crosby asked Johns if the modification of the agency policies makes entering an OPA with them now possible. Johns answered that the latest revision to Agency Policy #7 does make it possible. Crosby asked if the agency would be entering an OPA at this time. Johns replied the intent is to approve having an OPA drafted by Counselor Bredeson for consideration at the next commission meeting. Chair Davis asked if that was the purpose of the agenda item being marked "action". Bredeson responded that was correct and that the OPA would be presented at the next meeting for consideration.

Chair Davis asked for a motion to approve. Commissioner Crosby made a motion to approve, seconded by Hjeltness. Roll Call Vote: Davis – Aye; Fleischman – Aye; Coles – Aye; Clemensen – Aye; Hjeltness – Aye; Crosby – Aye. Motion carried.

NEW BUSINESS

None

STAFF REPORT

Johns reported the agency's auditor completed their field visit to the agency office on Monday, December 15th and everything went smoothly. The Post Falls City Council unanimously approved the Post Falls Technology District Plan Amendment at their December 16th Council Meeting. A proposal to amend our OPA with North Idaho Healthcare Holdings LLC to include the amended district projects is expected. The Agency's Office will be closed next week (December 22-26) and reopen on December 29th.

COMMISSIONER COMMENTS

Crosby expressed thanks to the city staff and City Council. Their approval to the Tech District Plan amendment allows for the commission to proceed on the Prairie Medical Center project, which is a tremendous opportunity for the city. Good job. Commissioner Coles said Merry Christmas to everyone and that the past year was a good one.

CHAIRMAN COMMENT

Davis wished a Merry Christmas to everyone.

ADJOURNMENT

Davis announced the meeting adjourned at 9:28 am.

Respectfully submitted,

Joseph Johns, Executive Director

, Chairman

Post Falls Urban Renewal Agency - In-House
Unpaid Bills Detail
As of January 15, 2026

Type	Date	Num	Due Date	Aging	Open Balance
Alpine Summit CPA's					
Bill	12/31/2025	14968	01/30/2026		2,980.00
Total Alpine Summit CPA's					2,980.00
Bredeson Law Group					
Bill	01/14/2026	1303	02/13/2026		687.50
Total Bredeson Law Group					687.50
Canon Solutions America, Inc.					
Bill	01/01/2026	6014507806	01/31/2026		17.78
Total Canon Solutions America, Inc.					17.78
Mastercard					
Bill	01/01/2026	4518-Jan20...	01/31/2026		69.09
Total Mastercard					69.09
TOTAL					3,754.37

PAYROLL 6,879.29

10,633.66

Bank Activity Report

December 2025

Cash Section

Checking: First Interstate			
Beginning Balance			\$ 10,946.26
Deposits	\$	97,001.88	
Withdrawals	\$	(94,153.03)	
Ending Balance			\$ 13,795.11
Outstanding Checks	\$	(4,224.65)	
Account Balance			\$ 9,570.46

Idaho Central CU - Savings			
Beginning Balance			\$ 25.00
Interest			
Ending Balance			\$ 25.00

Investment Section

LGIP General Fund 1829			
Beginning Balance			\$ 1,379,282.38
Contributions	\$	14,980.28	
Withdrawals	\$	(10,261.73)	
Ending Balance			\$ 1,384,000.93
Outstanding Transfer			
Account Balance			\$ 1,384,000.93

LGIP Capital Improvements 1910			
Beginning Balance			\$ 3,050,476.20
Contributions	\$	97,048.90	
Withdrawals	\$	(10,316.40)	
Ending Balance			\$ 3,137,208.70
Outstanding Transfer			
Account Balance			\$ 3,137,208.70

Total Funds All Accounts:		\$ 4,530,805.09
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December 2025

	Interest
State Pool - LGIP 1910	\$ 10,401.27
Total	\$ 10,401.27

10:07 AM

01/13/26

Accrual Basis

Post Falls Urban Renewal Agency - In-House
Balance Sheet
As of December 31, 2025

	Dec 31, 25
ASSETS	
Current Assets	
Checking/Savings	
First Interstate Bank- Checking	9,570.46
LGIP1829-General Fund	1,384,000.93
LGIP1910-Capital Improvements	3,137,208.70
Savings - Idaho Central CU	25.00
Total Checking/Savings	<u>4,530,805.09</u>
Other Current Assets	
Accounts Receivable - Taxes	27,706.00
FMV - State Investment Pool	7,698.00
Interest Receivable	12,534.00
Prepaid Insurance	4,243.00
Total Other Current Assets	<u>52,181.00</u>
Total Current Assets	<u>4,582,986.09</u>
TOTAL ASSETS	<u>4,582,986.09</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Vacation Payable	4,408.74
24000 · Payroll Liabilities	-0.03
ID- Unemployment Payable	3,235.59
24000 · Payroll Liabilities - Other	<u>3,235.56</u>
Total 24000 · Payroll Liabilities	<u>3,235.56</u>
Total Other Current Liabilities	<u>7,644.30</u>
Total Current Liabilities	<u>7,644.30</u>
Total Liabilities	<u>7,644.30</u>
Equity	
Committed Fund Balance	1,349,484.00
Nonspendable Fund Balance	3,544.00
32000 · Unrestricted Net Assets	3,107,409.08
Net Income	114,904.71
Total Equity	<u>4,575,341.79</u>
TOTAL LIABILITIES & EQUITY	<u>4,582,986.09</u>

10:08 AM

01/13/26

Accrual Basis

Post Falls Urban Renewal Agency - In-House
Profit & Loss
December 2025

	Dec 25	Oct - Dec 25
Ordinary Income/Expense		
Income		
Downtown District	46,775.79	51,225.37
Interest	14,980.93	46,468.68
Post Falls Technology District	39,956.71	55,747.01
46400 · Miscellaneous Income	7.00	7.00
Total Income	<u>101,720.43</u>	<u>153,448.06</u>
Gross Profit	101,720.43	153,448.06
Expense		
Audit	0.00	4,448.75
Computer Software	7.00	28.00
Meetings	0.00	90.16
Website Design, Hosting & Maint	0.00	147.54
62140 · Legal Fees	437.50	3,000.00
62840 · Computer Repair & Maintenance	0.00	137.50
62890 · Rent	0.00	7,990.00
65030 · Printing and Copying	34.37	105.06
65040 · Office Supplies	37.56	37.56
65050 · Telephone, Telecommunications	0.00	798.72
65150 · Dues & Memberships	0.00	550.00
66000 · Payroll Expenses	6,762.63	21,210.06
Total Expense	<u>7,279.06</u>	<u>38,543.35</u>
Net Ordinary Income	<u>94,441.37</u>	<u>114,904.71</u>
Net Income	<u>94,441.37</u>	<u>114,904.71</u>

Fund Reconciliation:

12/31/2025

QB

First Interstate - Checking	GF	\$ 9,570.46
LGIP - 1829	GF	\$ 1,384,000.93
LGIP - 1910	CIP	\$ 3,137,208.70
Savings - Idaho Central CU	GF	\$ 25.00
Total		\$ 4,530,805.09

FUNDS

General Fund	GF	\$ 1,393,596.39
Capital Improvement Fund	CIP	\$ 3,137,208.70
Total		\$ 4,530,805.09

C.I. Fund Allocation:

Pleasant View	\$ (63,264.90)
Plsnt.View FY26 Admin Fee	\$ 25,000.00
Downtown	\$ 45,183.48
MPP-Downtown	\$ 143,553.02
PF Technology	\$ 2,986,737.11
	\$ 3,137,208.70

Post Falls Urban Renewal Agency

Increment Received District Obligation Balance

	<u>Pleasant View</u>	<u>Downtown</u>	<u>Downtown MPP</u>	<u>PF Tech Dist.</u>	<u>Total</u>
<i>Termination Date</i>	2041	2041	2041	2038	
Sep-25	-	1,539.26	220.62	86.50	1,846.38
Oct-25	-	2,967.62	423.12	2,259.35	5,650.09
Nov-25	-	917.18	141.66	13,530.95	14,589.79
Dec-25	-	39,759.42	7,016.37	39,956.71	86,732.50
Jan-26					-
Feb-26					-
Mar-26					-
Apr-26					-
May-26					-
Jun-26					-
Jul-26					-
Aug-26					-
Sep-26					-
Total YTD	-	45,183.48	7,801.77	55,833.51	108,818.76
Approved Obligation	-	6,115,511.02		-	6,115,511.02
Obligation Balance @ 9/30/25	-	4,287,611.59		-	4,287,611.59
Carry over @ 9/30/25	(63,264.90)	1,539.26	135,971.87	2,930,990.10	3,005,236.33

Post Falls Urban Renewal Agency - In-House
Profit & Loss Budget vs. Actual
October 2025 through September 2026

	Oct '25 - Sep 26 12-Month Actual	2025-26 Total Budget	2024-25 Balance	% of 12-Month Budget
Expense				
Audit	4,448.75	15,000.00	-10,551.25	29.66%
Bank Charges	0.00	0.00	0.00	0.0%
Computer Software	28.00	1,784.00	-1,756.00	1.57%
Contract Employees	0.00	0.00	0.00	0.0%
Engineering Services	0.00	13,000.00	-13,000.00	0.0%
Marketing & Education Materials	0.00	300.00	-300.00	0.0%
Meetings	90.16	390.00	-299.84	23.12%
Office Equipment	0.00	0.00	0.00	0.0%
Website Design, Hosting & Maint	147.54	800.00	-652.46	18.44%
62140 · Legal Fees	3,000.00	25,000.00	-22,000.00	12.0%
62150 · Other Contract Services	0.00	21,000.00	-21,000.00	0.0%
62840 · Computer Repair & Maintenance	137.50	330.00	-192.50	41.67%
62890 · Rent	7,990.00	7,990.00	0.00	100.0%
65020 · Postage, Mailing Service	0.00	78.00	-78.00	0.0%
65030 · Printing and Copying	105.06	300.00	-194.94	35.02%
65040 · Office Supplies	37.56	425.00	-387.44	8.84%
65050 · Telephone, Telecommunications	798.72	800.00	-1.28	99.84%
65110 · Advertising & Legal Notices	0.00	900.00	-900.00	0.0%
65120 · Insurance	0.00	4,636.00	-4,636.00	0.0%
65150 · Dues & Memberships	550.00	900.00	-350.00	61.11%
66000 · Payroll Expenses	21,210.06	82,691.00	-61,480.94	25.65%
Contingency	0.00	5,000.00	-5,000.00	0.0%
Total Expense	38,543.35	181,324.00	-142,780.65	21.26%

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

Post Falls Urban Renewal Agency
210 E 4th Avenue
Post Falls, Idaho 83854

(Space Above For Recorder's Use)

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, Idaho, 83854, hereinafter referred to as the Agency, and 209 E 2nd LLC, 1117 N. Evergreen Road, Suite 1, Spokane Valley, Washington, 99216-1138, hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act;

WHEREAS the Post Falls City Council did on June 1, 2021, pass Ordinance No. 1415, duly adopting the Downtown District Urban Renewal Plan and creating the Downtown Urban Renewal District;

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, and hereinafter referred to as the Site;

WHEREAS the Participant intends to construct public infrastructure improvements on or by the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed improvements associated with the Project is also included in **Exhibit B**. Detailed illustrations of these proposed improvements are attached hereto as **Exhibit C**;

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan;

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements;

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project;

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement; and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been constructed, dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency. Any other public improvements that are constructed by the Participant and are not identified in **Exhibit B** as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The Participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, policies, and design standards. Such Improvements shall not be eligible for reimbursement until they are dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency.
 - 3.2. Prior to commencing construction, all necessary permits shall be obtained by the Participant and/or the Participant's agents.
 - 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.

- 3.4. During the term of the Plan and the District, the Participant agrees to not apply for or receive any property tax exemptions provided by Idaho law that would adversely affect the amount of tax increment revenues generated by the District. Pursuant to Sections 8.6 and 8.9 below, this obligation shall be binding upon the Participant's successors and assigns, including but not limited to assignees, purchasers and lessees. Furthermore, the Participant acknowledges that the grant of such tax exemptions to the Participant, its successors or assigns would adversely affect the Agency's ability to provide reimbursement for the Agency Funded Public Improvements.
4. CONDITIONS: In consideration for the commitments presented by the Participant, the Agency agrees to reimburse the Participant the costs Participant incurs to construct the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with City design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. The Participant shall complete the Agency Funded Public Improvements described in **Exhibit B** and any attachments to **Exhibit B**.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
 - 4.5. The Participant agrees to invoice the Agency for the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, approval by and dedication of the improvement(s) to the City of Post Falls, and the availability of tax increment revenues for the District.
 - 4.6. The Participant shall complete the Improvements on or before the 31st day of December, 2027.
5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit B** and previously approved by the Agency, hereinafter referred to as Participant Advances.
6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:
 - 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District. If for any reason tax increment revenues anticipated to be received by the

Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.

- 6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:
 - 6.2.1. Repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
 - 6.2.2. Payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.
 - 6.2.3. Payment of extraordinary administrative and/or legal costs associated with the District according to Agency Policy No. 16.
 - 6.2.4. Payments deemed necessary by the Agency to establish a "Debt Service Reserve Account" for any debt disclosed in Section 6.2.1 above.
 - 6.2.5. For the reimbursement of minor projects selected and approved by the Agency that promote District Plan objectives and are authorized by such Plan, not to exceed fifteen percent (15%) of the tax increment funds that have been received from the District.
 - 6.2.6. Reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement, or in the case of City funded improvements that the Agency has received invoices for before issuance of the Participant's order of approval.
 - 6.2.7. Reimbursement of Participant Advances in accordance with Agency Policies.
- 6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's Policies concerning the use of tax increment revenue and cost reimbursement, which the Participant agrees to be bound by. Reimbursement of Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies.
7. ANNUAL REVIEW: The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan that are authorized by the Plan and the Act.
8. MISCELLANEOUS:
 - 8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.

- 8.2. The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project, except for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, its agents, employees or indemnitees.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Site for the purpose of inspections.
- 8.4. The Participant agrees at the appropriate time to convey title to the Agency Funded Public Improvements to the Agency, the City or another governmental entity. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept such dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the rights and obligations of the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in the First Judicial District of the State of Idaho, in and for the County of Kootenai. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs.
- 8.8. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties shall mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as that term is defined by Idaho Law.
- 8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.
- 8.10. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the

legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
_____, Chairperson

PARTICIPANT

209 E 2nd LLC

By: _____
Steve Sunleaf, Manager

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, proved to me on the basis of satisfactory evidence to be the Chairperson of the Post Falls Urban Renewal Agency that executed the instrument or the person who executed the instrument on behalf of the Agency and acknowledged to me that such Agency executed the same.

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

NOTARY PUBLIC

Residing at _____

My Commission Expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the State of Washington, personally appeared Steve Sunleaf, proved to me on the basis of satisfactory evidence to be the Manager of 209 E 2nd LLC that executed the instrument or the person who executed the instrument on behalf of the company and acknowledged to me that such company executed the same.

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

NOTARY PUBLIC

Residing at

My Commission Expires

Exhibit A

Legal Description

Lots 11, 12, 13, 14, 15 and 16, Block 34, Town of Post Falls, according to the plat recorded in the office of the County Recorder in Book C of Deeds at Page 208, records of Kootenai County, Idaho.

Exhibit B

URBAN RENEWAL FUNDING SUPPORT ESTIMATE

FROM:
JOB #:
ATTN:

T.W. CLARK CONSTRUCTION, LLC
2451

TO:
RE:

209 E 2nd LLC

DATE:
RE:

2nd Ave Multi Family

DATE:

9/2/2025

SCOPE: PUBLIC STREET FRONTRAGE IMPROVEMENTS FOR 209 E 2ND AVE - 2ND AVE MULTI FAMILY

ITEM	DESCRIPTION	QTY	UNIT	SUBCONTRACTOR	UNIT RATES			SUB TOTAL			TOTAL
					LABOR	MATERIAL	SUB	LABOR	MATERIAL	SUB	
	EARTHWORK MOBILIZATION	1	LS	DBLT			\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
	EROSION CONTROL	1	LS	DBLT			\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00
	OFF-SITE DEMO	1	LS	DBLT			\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
	OFF-SITE MASS EXCAVATION/ GRADING	1	LS	DBLT			\$ 20,675.00	\$ -	\$ -	\$ 20,675.00	\$ 20,675.00
	OFF-SITE GRAVEL BASE SIDEWALKS	1	LS	DBLT			\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
	OFF-SITE SITE CONCRETE MOBILIZATION	1	LS	LIBERTY CONCRETE			\$ 3,214.00	\$ -	\$ -	\$ 3,214.00	\$ 3,214.00
	OFF-SITE CURB AND GUTTER	395	LF	LIBERTY CONCRETE			\$ 26.00	\$ -	\$ -	\$ 10,270.00	\$ 10,270.00
	OFF-SITE DRIVEWAY APPROACH	380	SF	LIBERTY CONCRETE			\$ 7.50	\$ -	\$ -	\$ 2,850.00	\$ 2,850.00
	OFF-SITE SIDEWALKS	5305.5	SF	LIBERTY CONCRETE			\$ 5.50	\$ -	\$ -	\$ 29,180.25	\$ 29,180.25
	OFF-SITE PED CURB	58.5	LF	LIBERTY CONCRETE			\$ 18.00	\$ -	\$ -	\$ 1,053.00	\$ 1,053.00
	OFF-SITE PED CURB RAMPS	5	EA	LIBERTY CONCRETE			\$ 515.00	\$ -	\$ -	\$ 2,575.00	\$ 2,575.00
	OFF-SITE CURB INLETS	7	EA	LIBERTY CONCRETE			\$ 85.00	\$ -	\$ -	\$ 595.00	\$ 595.00
	ASPHALT - UTILITY PATCH	1	SY	CDA PAVING			\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
	ASPHALT - ROADWAY	1	SY	INTERSTATE			\$ 25,127.50	\$ -	\$ -	\$ 25,127.50	\$ 25,127.50
	ASPHALT - ALLEY	1	SY	INTERSTATE			INCL ABOVE			INCL ABOVE	
	LANDSCAPING	1	LS	SPRINKLERS NORTHWEST			\$ 10,089.76	\$ -	\$ -	\$ 10,089.76	\$ 10,089.76
	STREET LIGHTS	1	LS	WYATT ELECTRIC			\$ 33,500.00	\$ -	\$ -	\$ 33,500.00	\$ 33,500.00
	TRENCHING FOR STREET LIGHTS	335	LF	DBLT			\$ 17.50	\$ -	\$ -	\$ 5,862.50	\$ 5,862.50
	STRIPING / PARKING SIGNAGE	1	LS	MATHIS STRIPING			\$ 2,320.00	\$ -	\$ -	\$ 2,320.00	\$ 2,320.00
	SURVEYING	1	SYNTIER SYNTIER				\$ 3,645.00	\$ -	\$ -	\$ 3,645.00	\$ 3,645.00
	SPECIAL INSPECTION FEES	1	LS	LIBERTY GEOTECH			\$ 9,596.79	\$ -	\$ -	\$ 9,596.79	\$ 9,596.79
	AVISTA UTILITY FEES - METER - STREET LIGHTING	1	LS	LS			\$ 28,852.83	\$ -	\$ -	\$ 28,852.83	\$ 28,852.83
	AVISTA UTILITY FEES - RELOCATE POWER	1	LS	LS			\$ 17.50	\$ -	\$ -	\$ 2,625.00	\$ 2,625.00
	TRENCHING FOR UNDERGROUND POWER	150	LF	DBLT							
	Total										\$ 227,031.63
											\$ 227,031.63

Exhibit B

*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

Post Falls Urban Renewal Agency
210 E 4th Avenue
Post Falls, Idaho 83854

(Space Above For Recorder's Use)

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, Idaho, 83854, hereinafter referred to as the Agency, and Laura Horn, 285 S. Simonsen Road, Post Falls, Idaho 83854, hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act;

WHEREAS the Post Falls City Council did on June 1, 2021, pass Ordinance No. 1415, duly adopting the Downtown District Urban Renewal Plan and creating the Downtown Urban Renewal District;

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, and hereinafter referred to as the Site;

WHEREAS the Participant intends to construct public infrastructure improvements on or by the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed improvements associated with the Project is also included in **Exhibit B**. Detailed illustrations of these proposed improvements are attached hereto as **Exhibit C**;

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan;

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements;

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project;

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement; and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been constructed, dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency. Any other public improvements that are constructed by the Participant and are not identified in **Exhibit B** as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The Participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, policies, and design standards. Such Improvements shall not be eligible for reimbursement until they are dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency.
 - 3.2. Prior to commencing construction, all necessary permits shall be obtained by the Participant and/or the Participant's agents.
 - 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.

- 3.4. During the term of the Plan and the District, the Participant agrees to not apply for or receive any property tax exemptions provided by Idaho law that would adversely affect the amount of tax increment revenues generated by the District. Pursuant to Sections 8.6 and 8.9 below, this obligation shall be binding upon the Participant's successors and assigns, including but not limited to assignees, purchasers and lessees. Furthermore, the Participant acknowledges that the grant of such tax exemptions to the Participant, its successors or assigns would adversely affect the Agency's ability to provide reimbursement for the Agency Funded Public Improvements.
4. CONDITIONS: In consideration for the commitments presented by the Participant, the Agency agrees to reimburse the Participant the costs Participant incurs to construct the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with City design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. The Participant shall complete the Agency Funded Public Improvements described in **Exhibit B** and any attachments to **Exhibit B**.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
 - 4.5. The Participant agrees to invoice the Agency for the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, approval by and dedication of the improvement(s) to the City of Post Falls, and the availability of tax increment revenues for the District.
 - 4.6. The Participant shall complete the Improvements on or before the 31st day of December, 2027.
5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit B** and previously approved by the Agency, hereinafter referred to as Participant Advances.
6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:
 - 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District. If for any reason tax increment revenues anticipated to be received by the

Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.

- 6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:
 - 6.2.1. Repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
 - 6.2.2. Payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.
 - 6.2.3. Payment of extraordinary administrative and/or legal costs associated with the District according to Agency Policy No. 16.
 - 6.2.4. Payments deemed necessary by the Agency to establish a "Debt Service Reserve Account" for any debt disclosed in Section 6.2.1 above.
 - 6.2.5. For the reimbursement of minor projects selected and approved by the Agency that promote District Plan objectives and are authorized by such Plan, not to exceed fifteen percent (15%) of the tax increment funds that have been received from the District.
 - 6.2.6. Reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement, or in the case of City funded improvements that the Agency has received invoices for before issuance of the Participant's order of approval.
 - 6.2.7. Reimbursement of Participant Advances in accordance with Agency Policies.
- 6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's Policies concerning the use of tax increment revenue and cost reimbursement, which the Participant agrees to be bound by. Reimbursement of Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies.
7. ANNUAL REVIEW: The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan that are authorized by the Plan and the Act.
8. MISCELLANEOUS:
 - 8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.

- 8.2. The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project, except for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, its agents, employees or indemnitees.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Site for the purpose of inspections.
- 8.4. The Participant agrees at the appropriate time to convey title to the Agency Funded Public Improvements to the Agency, the City or another governmental entity. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept such dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the rights and obligations of the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in the First Judicial District of the State of Idaho, in and for the County of Kootenai. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs.
- 8.8. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties shall mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as that term is defined by Idaho Law.
- 8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.
- 8.10. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the

legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
_____, Chairperson

PARTICIPANT

Laura Horn

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jamè Davis, proved to me on the basis of satisfactory evidence to be the Chairperson of the Post Falls Urban Renewal Agency that executed the instrument or the person who executed the instrument on behalf of the Agency and acknowledged to me that such Agency executed the same.

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

NOTARY PUBLIC

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Laura Horn, proved to me on the basis of satisfactory evidence to be the person who executed the instrument and acknowledged to me that she executed the same.

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

NOTARY PUBLIC

Exhibit A

Project Legal Description

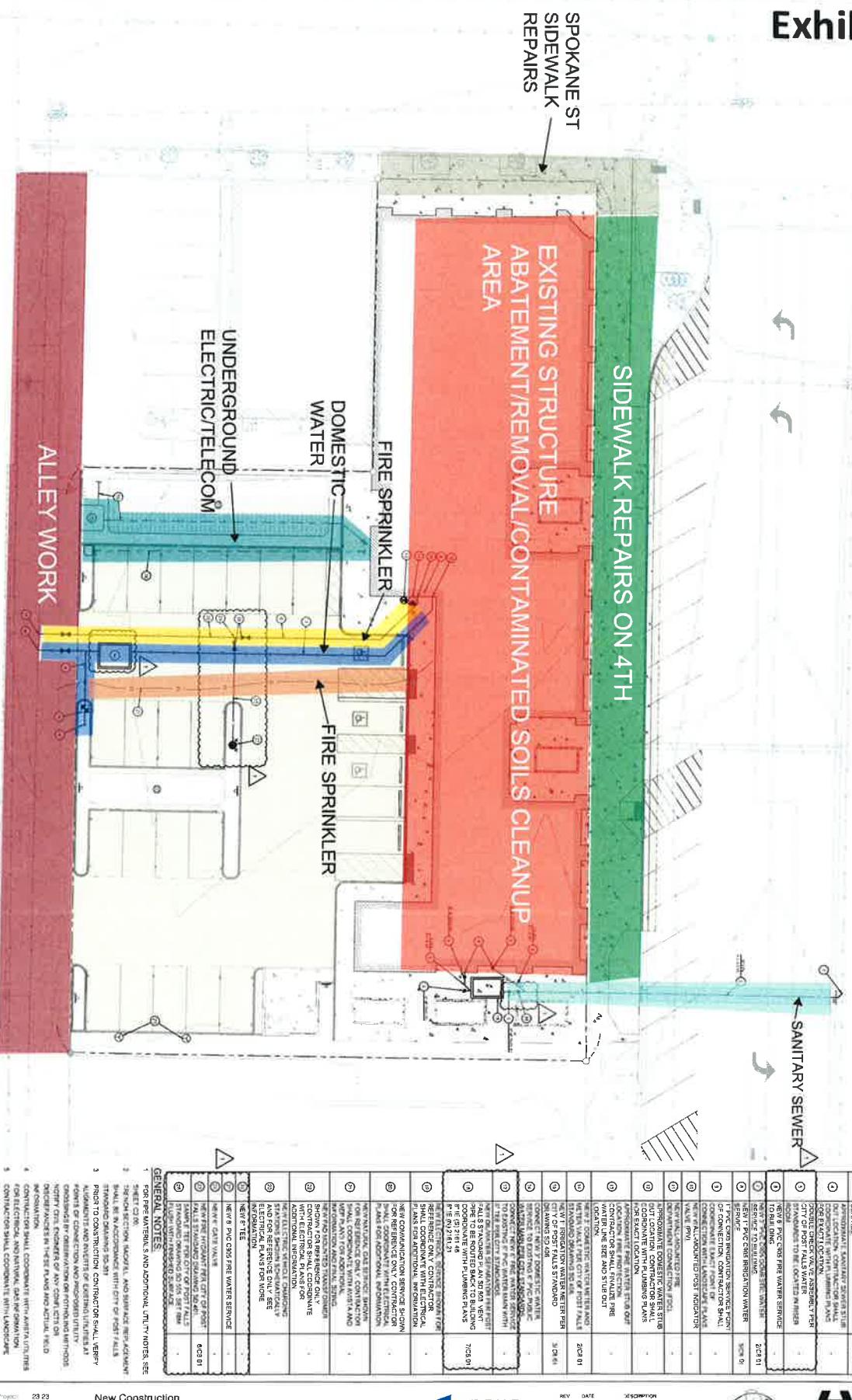
Lots 3, 4, 5 and 6, Block 21, POST FALLS, according to the plat thereof recorded in Book C of Deeds at Page 208, records of Kootenai County, Idaho.

TOGETHER WITH all of Lot 7, also the North 60 feet of Lots 9 and 10, also the North 60 feet of the West 20 feet of Lot 8, also the East 10 feet of Lot 8, Block 21, TOWN OF POST FALLS, according to the plat thereof recorded in Book C of Deeds at Page 208, records of Kootenai County, Idaho.

Exhibit B

Description	QTY	Unit	Unit Price	Construction Cost	Contingency	Total Cost
MOBILIZATION	1	LS	\$ 20,000.00	\$ 20,000.00	-	\$ 20,000.00
Existing Structure Abatement and Removal						
Structure Abatement	10183	SF	\$ 6.65	\$ 67,695.00	\$ 1.01	\$ 77,940.00
Demolition of structures	10183	SF	\$ 14.04	\$ 143,000.00	\$ 1.14	\$ 154,565.00
Site Demolition	8456	SF	\$ 2.31	\$ 19,500.00	-	\$ 19,500.00
Remove Existing Sidewalk	4854	SF	\$ 2.50	\$ 12,135.00	-	\$ 12,135.00
Remove Existing Asphalt	3802	SF	\$ 2.045	\$ 7,865.00	-	\$ 7,865.00
General requirements to support demolition, OHP	10183	SF	\$ 6.35	\$ 64,650.00	-	\$ 64,650.00
						\$ 336,655.00
Contaminated Soils Testing and Abatement						
Contaminated Soils Testing	1	LS	\$ 35,074.00	\$ 35,074.00	-	\$ 35,074.00
Contaminated Soils Abatement	300	CY	\$ 333.33	\$ 100,000.00	-	\$ 100,000.00
						\$ 135,074.00
Fire Water Service						
6" PVC C900 Fire water service	117	LF	\$ 95.00	\$ 11,115.00	\$ 1,626.08	\$ 12,741.08
Wall Mounted PIV	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 300.00	\$ 3,300.00
Wall Mounted FDC	1	EA	\$ 450.00	\$ 450.00	\$ 45.00	\$ 495.00
Fire Water Tap/Tee Connection	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 350.00	\$ 3,850.00
Gate Valves	3	EA	\$ 1,250.00	\$ 3,750.00	\$ 375.00	\$ 4,125.00
Fire Hydrant Lateral - 6"	28	LF	\$ 110.00	\$ 3,080.00	\$ 308.00	\$ 3,388.00
Fire Hydrant - 6" Feed (SD 401)	1	EA	\$ 3,750.00	\$ 3,750.00	\$ 375.00	\$ 4,125.00
Fire Stub - 6"	1	EA	\$ 2,656.37	\$ 2,656.37	\$ 265.64	\$ 2,922.01
						\$ 34,945.09
Domestic Water & Irrigation Water						
3" PVC C900 Domestic Water	135	LF	\$ 277.65	\$ 37,483.30	\$ 2,998.66	\$ 40,481.96
3" Water Meters / Water Meter Box	1	EA	\$ 17,000.00	\$ 17,000.00	\$ 1,360.00	\$ 18,360.00
1" HDPE Irrigation Water Line	25	LF	\$ 22.00	\$ 550.00	\$ 55.00	\$ 605.00
1" HDPE Irrigation Water Meter	1	EA	\$ 650.00	\$ 650.00	\$ 65.00	\$ 715.00
Gate valves	1	EA	\$ 500.00	\$ 500.00	\$ 40.00	\$ 540.00
						\$ 60,701.96
Sewer & Storm						
6" PVC Sanitary Sewer Main	120	LF	\$ 148.00	\$ 17,760.00	\$ 1,243.20	\$ 19,003.20
Excavation / Shoring (4th Street Crossing)	40	CY	\$ 185.00	\$ 7,400.00	\$ 740.00	\$ 8,140.00
6" SSCO with Flush Rim	4	EA	\$ 650.00	\$ 2,600.00	\$ 260.00	\$ 2,860.00
Asphalt Base Install / Compaction / Asphalt Patchback	200	SF	\$ 17.64	\$ 3,528.00	\$ 352.80	\$ 3,880.80
						\$ 33,884.00
Electrical Service & Natural Gas						
Street lights	1	LS	\$ 27,650.00	\$ 27,650.00	\$ 1,659.00	\$ 29,309.00
Primary and Secondary Feeders	75	LF	\$ 279.51	\$ 20,963.00	\$ 1,150.00	\$ 22,113.00
Natural Gas Main	110	LF	\$ 58.27	\$ 6,410.00	\$ 1632.34	\$ 8,042.34
						\$ 59,464.34
Alley Work						
Fine Grade & Subgrade Compaction	174	CY	\$ 36.78	\$ 6,400.00	\$ 192.00	\$ 6,592.00
Survey	1	LS	\$ 950.00	\$ 950.00	0	\$ 950.00
Striping	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 55.00	\$ 1,155.00
Traffic Control	1	LS	\$ 750.00	\$ 750.00	\$ 37.50	\$ 787.50
Compacted Base Rock (5" Section)	648	SY	\$ 7.15	\$ 4,632.00	\$ 231.60	\$ 4,863.60
3" Class 1/2" HMA Asphalt	519	SY	\$ 20.23	\$ 10,500.00	\$ 875.90	\$ 11,375.90
						\$ 25,724.00
Sidewalk Repairs on Spokane St						
Curb & Gutter Repairs	58	LF	\$ 9.66	\$ 560.00	\$ 84.00	\$ 644.00
4" sidewalk	1000	SF	\$ 2.90	\$ 2,900.00	\$ 290.00	\$ 3,190.00
Tree Grate Assemblies	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 650.00	\$ 13,650.00
Curb inlets and domes	1	EA	\$ 1,269.00	\$ 1,269.00	\$ 129.00	\$ 1,389.00
						\$ 18,882.00
Sidewalk Repairs on 4th St						
Curb & Gutter Repairs	185	LF	\$ 9.70	\$ 1,795.00	\$ 269.25	\$ 2,064.25
4" Sidewalk	1710	SF	\$ 2.90	\$ 4,960.00	\$ 496.00	\$ 5,456.00
Curb inlets and domes	2	EA	\$ 848.50	\$ 1,697.00	\$ 156.75	\$ 1,853.75
						\$ 9,374.00
Engineering Fees						
Engineering Fees(12%)	1	LS	\$ 85,468.00	\$ 85,468.00	-	\$ 85,468.00
PROJECT TOTAL						\$ 800,173.39

Exhibit C



REPRINTED WITH THE PERMISSION OF THE WOLF COUNCIL, 111
WOODWARD WILSON CONNECTIONS, 100 WOODWARD
AVENUE, DETROIT, MI 48226. © 1995
THE WOLF COUNCIL.

CONTRACTOR SHALL ASSEMBLE ALL EXISTING UNTIL FLY
STRUCTURE BEAMS AND LOGS TO EXISTING CRANE
ANY REMOVING SERVICES ARE MADE WITH CARE NOT
HARMING HABITAT IN COORDINATION WITH THE
WOLF COUNCIL'S SPECIFIC TO PAVING.

Project 23 23
Drawn By SS
Date 09/21/24

New Construction

FAQ
S. 1987
Senate (VA 9500)

REV DATE DESCRIPTION
2024 08 24 ISSUE FOR PERM
2024 11 22 REMAINS PER UTV REVIEW

HDG
Architecture

FIRST ADDENDUM TO OWNER PARTICIPATION AND REIMBURSEMENT
AGREEMENT

This First Addendum to Owner Participation and Reimbursement Agreement (hereinafter "First Addendum") is entered into as of the dates set forth below by and between the Post Falls Urban Renewal Agency, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, Idaho 83854 (hereinafter "PFURA"), and North Idaho Healthcare Holdings, LLC, a Delaware limited liability company, with a current address of 315 Martin Luther King Jr. Way, PO Box 5299, MS: 820-4-LEG, Tacoma, Washington 98415 (hereinafter "NIHH").

RECITALS:

WHEREAS, PFURA is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the laws of the State of Idaho.

WHEREAS, in 2018 the City Council of the City of Post Falls, Idaho (hereinafter the "City") adopted the Post Falls Technology District Urban Renewal Plan (hereinafter the "Plan") establishing the Post Falls Technology District Revenue Allocation Area (hereinafter the "District").

WHEREAS, on November 7, 2025 NIHH executed an Owner Participation and Reimbursement Agreement (hereinafter the "OPA") with PFURA to construct projects in connection with the Plan in exchange for reimbursement from tax increment revenues generated in the District.

WHEREAS, on December 16, 2025 the City adopted Ordinance No. 1547 which amended the Plan to include the projects described in Exhibit A attached hereto (hereinafter the "Projects") as Plan projects.

WHEREAS, PFURA and NIHH now wish to execute this First Addendum to amend the OPA so that the Projects are included as Agency Funded Public Improvements as that term is defined in the OPA.

NOW THEREFORE, in consideration of the above Recitals, the mutual covenants and agreements set forth herein and the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Amendment of the OPA. Exhibit B of the OPA is hereby amended to include the Projects as described in Exhibit A attached hereto.

2. Remainder of the OPA. The other terms of the OPA shall remain in full force and effect unless amended by this First Addendum or any other valid modifications executed by the parties.

POST FALLS URBAN RENEWAL AGENCY

_____, Chairperson

Date

NORTH IDAHO HEALTHCARE HOLDINGS, LLC

By: MultiCare Health System
Its: Manager

William "Bill" Robertson, CEO

Date

Exhibit A - 1



ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Prairie Medical Campus - URA Technology District **DATE:** 9/25/2025

PROJECT DESCRIPTION: Infrastructure Cost Estimate

CLIENT: Kootenai Health, Parkwood Properties, and Architerra

J-U-B PROJ. NO.: 09-25-040

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES	
		ITEM COST	TOTAL COST
	PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE		\$1,124,919
1	ROADWAY	\$214,000	
2	WATER	\$613,752	
3	SEWER	\$176,640	
4	SOFT COSTS (12% OF CONSTRUCTION COST)	\$120,527	
	ZORROS - PUBLIC IMPROVEMENTS		\$917,492
5	ROADWAY	\$618,169	
6	WATER	\$201,020	
8	SOFT COSTS (12% OF CONSTRUCTION COST)	\$98,303	
	PROSPER - PUBLIC IMPROVEMENTS		\$2,752,893
9	ROADWAY	\$1,993,540	
10	WATER	\$326,800	
11	SEWER	\$137,600	
12	SOFT COSTS (12% OF CONSTRUCTION COST)	\$294,953	
	FENNECUS - PUBLIC IMPROVEMENTS		\$1,599,044
13	ROADWAY	\$818,600	
14	WATER	\$113,218	
15	SEWER	\$495,900	
16	SOFT COSTS (12% OF CONSTRUCTION COST)	\$171,326	
	TOTAL ESTIMATED CONSTRUCTION COSTS	\$5,709,239	
	TOTAL ESTIMATED SOFT COSTS	\$685,109	
	TOTAL ESTIMATED COSTS	\$6,394,348	

Exhibit A - 2

ENGINEER'S OPINION OF PROBABLE COST							
PROJECT:		Prairie Medical Campus - URA Technology District		9/25/2025			
PROJECT DESCRIPTION:		Infrastructure Cost Estimate					
CLIENT:		Kootenai Health, Parkwood Properties, and Architerra					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST		
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE IMPROVEMENTS							
ROADWAY IMPROVEMENTS							
					\$214,000		
1	Prairie Ave Road Entrance (includes 150' of additional lane, curbing, stribing, pedestrian walkways, etc.)	2	EA	\$86,000	\$172,000		
2	Hwy 41 Right-In-Right-Out	1	EA	\$42,000	\$42,000		
DOMESTIC WATER							
					\$613,752		
5	12" PVC Water Main	2,847	LF	\$96	\$273,312		
6	12" Gate Valve	16	EA	\$1,600	\$25,600		
7	12" Bends/Fittings	21	EA	\$1,100	\$23,100		
8	4" water meter and vault	6	EA	\$27,000	\$162,000		
9	6" water meter and vault	1	EA	\$42,000	\$42,000		
10	Fire Hydrant Assembly	11	EA	\$4,500	\$49,500		
11	4" Fire Sprinkler Piping	330	LF	\$68	\$22,440		
12	2" water Meter	4	EA	\$2,300	\$9,200		
13	2" water service pipe (up to meter)	120	LF	\$55	\$6,600		
SANITARY SEWER							
					\$176,640		
14	48" Sanitary Sewer Manhole	9	EA	\$4,200	\$37,800		
15	8" PVC Sanitary Sewer Main Pipe	2,136	LF	\$65	\$138,840		
PRAIRIE MEDICAL CAMPUS - PUBLIC INFRASTRUCTURE IMPROVEMENTS TOTAL ESTIMATED COSTS							
					\$1,004,392		
ZORROS IMPROVEMENTS							
ROADWAY							
					\$618,169		
1	Asphalt Roadway 3" AC over 4" Base	5,807	SY	\$26	\$150,973		
2	Concrete Sidewalk with 4" thickness and 2" CSTM	17,264	SF	\$8	\$138,114		
3	Concrete ADA Ramps with Truncated Domes	4	EA	\$3,500	\$14,000		
4	Concrete Commercial Approach	4	EA	\$8,500	\$34,000		
5	Concrete Curb and Gutter	2,326	LF	\$30	\$69,782		
6	Drainage Curb Cut	20	EA	\$180	\$3,600		
7	ROW Striping	4,880	LF	\$2	\$9,760		
8	Roadway Symbols (turn arrows, biker + arrow)	4	EA	\$300	\$1,200		
9	Roadway Signage	8	EA	\$1,600	\$12,800		
11	Cobra Head Style Street Light in ROW	15	EA	\$8,500	\$127,500		
12	Dry utility trenching and Service connection fees	1,140	LF	\$6	\$6,840		
13	Electrical Transformer	2	EA	\$11,000	\$22,000		
14	Trees in Public ROW	46	EA	\$600	\$27,600		

Exhibit A - 3

CLIENT:		Kootenai Health, Parkwood Properties, and Architerra			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 09-25-040			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SCHEDULE OF VALUES
	WATER				\$201,020
15	12" PVC Water Main	1,270	LF	\$96	\$121,920
16	12" Gate Valve	16	EA	\$1,600	\$25,600
17	12" Bends/Fittings	21	EA	\$1,100	\$23,100
18	Fire Hydrant Assembly	5	EA	\$4,500	\$22,500
19	2" water Meter	2	EA	\$2,300	\$4,600
20	2" water service pipe (up to meter)	60	LF	\$55	\$3,300
ZORROS IMPROVEMENTS TOTAL ESTIMATED COSTS				\$819,189	
PROSPER IMPROVEMENTS					
	ROADWAY				\$1,993,540
1	Intersection improvements at Prosper and Zorros from 2 way controlled stop, to a single lane roundabout. Includes all curb islands, roadway re-alignments, pedestrian walkway adjustements, art, landscaping, signage, striping, and other roundabout infrastructure	1	LS	\$700,000	\$700,000
2	Asphalt Roadway 3" AC over 4" Base	11,752	SY	\$26	\$305,549
3	Concrete Sidewalk with 4" thickness and 2" CSTC	37,948	SF	\$8	\$303,584
4	Concrete ADA Ramps with Truncated Domes	32	EA	\$3,500	\$112,000
5	Concrete Driveways	9	EA	\$8,500	\$76,500
6	Concrete Curb and Gutter	4,734	LF	\$30	\$142,027
7	Drainage Curb Cut	38	EA	\$180	\$6,840
8	ROW Striping	9,480	LF	\$2	\$18,960
9	Roadway Symbols (turn arrows, biker + arrow)	10	EA	\$300	\$3,000
10	Roadway Signage	12	EA	\$1,600	\$19,200
12	Cobra Head Style Street Light in ROW	30	EA	\$7,000	\$210,000
13	Dry utility trenching and Service connection fees	2,380	LF	\$6	\$14,280
13	Electrical Transformer	4	EA	\$11,000	\$44,000
14	Trees in Public ROW	94	EA	\$400	\$37,600
	WATER				\$326,800
15	12" PVC Water Main	2,750	LF	\$96	\$264,000
16	12" Gate Valve	14	EA	\$1,600	\$22,400
17	12" Bends/Fittings	6	EA	\$1,100	\$6,600
18	Fire Hydrant Assembly	4	EA	\$4,500	\$18,000
19	2" water Meter	4	EA	\$2,300	\$9,200
20	2" water service pipe (up to meter)	120	LF	\$55	\$6,600
	SANITARY SEWER				\$137,600
21	48" Sanitary Sewer Manhole	6	EA	\$4,300	\$25,800
22	8" PVC Sanitary Sewer Main Pipe	1,720	LF	\$65	\$111,800
KILLDEER IMPROVEMENTS TOTAL ESTIMATED COSTS				\$2,457,940	
FENNECUS LANE IMPROVEMENTS					
	ROADWAY				\$818,600
1	Asphalt Roadway 3" AC over 6" Base	10,370	SY	\$30	\$311,100
2	Concrete Sidewalk with 4" thickness and 2" CSTC	14,880	SF	\$6	\$89,280
3	Concrete ADA Ramps with Truncated Domes	8	EA	\$3,500	\$28,000
4	Concrete Driveways	2	EA	\$8,500	\$17,000
5	Concrete Curb and Gutter	3,680	LF	\$30	\$110,400
6	ROW Striping	7,320	LF	\$2	\$14,640
7	Roadway Symbols (turn arrows, biker + arrow)	8	EA	\$300	\$2,400

Exhibit A - 4

CLIENT:		Kootenai Health, Parkwood Properties, and Architerra							
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 09-25-040							
		SCHEDULE OF VALUES							
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST				
8	Roadway Signage	10	EA	\$1,600	\$16,000				
9	Cobra Head Style Street Light in ROW	24	EA	\$7,000	\$168,000				
11	Dry utility trenching and Service connection fees	1,830	LF	\$6	\$10,980				
12	Electrical Transformer	2	EA	\$11,000	\$22,000				
13	Trees in Public ROW	72	EA	\$400	\$28,800				
WATER		\$113,218							
14	12" PVC Water Main	1,443	LF	\$42	\$60,618				
15	12" Gate Valve	10	EA	\$2,400	\$24,000				
16	12" Bends/Fittings	6	EA	\$450	\$2,700				
17	Fire Hydrant Assembly	4	EA	\$4,500	\$18,000				
18	2" water Meter	2	EA	\$2,300	\$4,600				
19	2" water service pipe (up to meter)	60	LF	\$55	\$3,300				
SANITARY SEWER		\$495,900							
20	48" Sanitary Sewer Manhole - Deep	9	EA	\$6,300	\$56,700				
21	15" PVC Sanitary Sewer Main Pipe (Over 20' Deep)	1,830	LF	\$240	\$439,200				
		FENNECUS IMPROVEMENTS TOTAL ESTIMATED COSTS							
		\$1,427,718							
		TOTAL ESTIMATED CONSTRUCTION COSTS							
		\$5,709,239							
KRF	J-U-B ENGINEERS, INC.								
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787									

December 30, 2025

Mr. Joseph Johns
Post Falls Urban Renewal Agency
P.O. Box 236
Post Falls, ID 83877

Re: Reimbursement Request for Order of Eagles Minor Project Reimbursement

Dear Joe:

The Post Falls Urban Renewal Agency (URA) secured the services of Welch Comer & Associates, Inc. to perform a cursory review and cost verification for the Fraternal Order of Eagles Minor Project Reimbursement dated June 19, 2025. Welch Comer performed an independent review and estimate and determined that the requested reimbursement amount of \$84,643.08 is reasonable.

Welch Comer appreciates the opportunity to assist the URA with this reimbursement request. Please feel free to contact myself or Ryland Hoit in our office if you have any questions.

Sincerely,



Jack Griffing, P.E.
Project Engineer

JRG/RMH

This is Task Order No. 25-02,
consisting of 2 pages.

Task Order

In accordance with the General Services Agreement between Owner and Engineer for Professional services dated, May 12, 2008 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data:
 - A. Title: Eagles MPRA Cost Verification
2. Services of Engineer:
 - A. Review the Eagles MPRA Construction Reimbursement.
 - B. Perform a cursory review of project cost summary and supporting documentation provided by the Owner, and gather remaining data determined necessary by Engineer to complete the review.
 - C. Review City of Post Falls records for infrastructure acceptance.
 - D. Identify and review work performed for eligibility of reimbursement.
 - E. If eligible, determine if costs are consistent in Engineer's opinion for work of similar scope and complexity.
 - F. Provide a draft summary letter to Owner with recommendations for reimbursement amount(s). Review this letter with Owner, address any comments, and submit a final summary letter. Up to one (1) in-person meeting is anticipated for this review.
3. Assumptions:
 - A. This review is not intended to provide the level of effort needed for an "audit".
4. Owner's Responsibilities:
 - A. The Owner will provide to Engineer all criteria and full information as the Owner's requirements for the Project including constraints, performance requirements, agreements, and any budgetary limitations.
 - B. The Owner will furnish to Engineer as required for performance of Engineer's services, data prepared by or services of others, if available including, without limitation: borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, surveys of record, property descriptions, zoning, deed and other land use restrictions, and other special data or consultations as may be available. All of which may be used and relied upon in performing services under this Agreement.
 - C. The Owner will arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Compensation for Services</i>
Costs Verification	Lump Sum	\$2,800

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

C. Engineer may alter the distribution of compensation between individual phases to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

6. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is November 4, 2025.

OWNER:

Post Falls Urban Renewal Agency

By: Joseph Johns

Name: Joseph C Johns

Title: Executive Director

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joseph Johns

Title: Executive Director

Address: 201 E. 4th Ave
Post Falls, ID 83854

E-Mail Address: postfallsura@gmail.com

Phone: 208-777-8151

Fax: _____

ENGINEER:

Welch Comer & Associates, Inc.

By: Matt Gillis

Name: Matt Gillis, P.E.

Title: Vice President

Firm's Certificate No. C-273

State of: Idaho

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt Gillis, P.E.

Title: Vice President

Address: 330 E. Lakeside Ave., Ste 101
Coeur d'Alene, ID 83814

E-Mail Address: mgillis@welchcomer.com

Phone: 208-664-9382

Fax: 208-664-5946