

Commission Workshop Agenda November 4, 2025 - 10:00 am Chamber of Commerce 201 E 4th Ave, Post Falls, ID

- 1. Call to Order, Commissioner Roll Call
- 2. Conflict Disclosure
- 3. Owner Participation Agreement North Idaho Healthcare Holdings, LLC (Tech URD) Action
- 4. Task Order 25-02, Eagles MPRA Cost Verification (Downtown District) Action
- 5. 209 E 2nd Avenue Project Urban Renewal Participation Proposal (Downtown District) Action
- Staff Report
- 7. Commissioner Comments
- 8. 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.

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 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 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 October 16, 2018, pass Ordinance No. 1349, duly adopting the Post Falls Technology District Urban Renewal Plan and creating the Post Falls Technology 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 (or 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 such acceptance 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, polices, 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. Subject to the remaining terms of this Section 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.

Notwithstanding the foregoing, the Agency and District acknowledge that the Project is associated with the construction of healthcare facilities intended to deliver crucial services that support the longevity and wellbeing of the community, and that the viability of such facilities is supported by lower costs of operations (including property taxes). The District and Agency agree that if, during the term of the Plan or this Agreement, the Participant or its successors or assigns seek and receive a property tax exemption for all or a portion of the real property where the Project is located, such portion of the real property (and the Participant or its successor or assign) will be released from this Agreement through a mutually agreeable amendment to this Agreement; provided, however, in the event of such release the amount of Participant Advances approved for reimbursement by the Agency shall be reduced proportionately based on the then current assessed valuation of the released property in relation to the total then current valuation of the Site. For example, if the then current assessed valuation of the released property is \$100,000, the then current assessed valuation of the Site is \$1,000,000 and the amount of Participant Advances approved for reimbursement by the Agency is \$200,000, the reimbursement amount would be reduced by 10 percent (10%) to \$180,000 (100,000/1,000,000 = .10 * \$200,000 = \$20,000; \$200,000 - \$20,000 = \$180,000).

- 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, 2037.
- 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, including but not limited to Policy No. 7 and the Second and Third Addendums to Policy No. 7, which establish revised reimbursement parameters for Urban Renewal Districts created after January 1, 2021, Policy No. 18 governing reimbursement for "soft costs" and Policy No. 28 regarding reimbursement of borrowing costs. 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.

(signatures begin on following page)

POST FALLS URBAN RENEWAL AGENCY an Idaho urban renewal agency
By:
By: Jamè Davis, Chairperson
STATE OF IDAHO)
) ss. County of Kootenai)
On this day of, 2025, 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

PARTICIPANT

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

By: MultiCare Health System Its: Manager	
William "Bill" Robertson (ts: Chief Executive Officer	_
STATE OF WASHINGTON)) ss. County of Pierce)	
and for the State of Washington, personal	, 2025, before me the undersigned, a Notary Public in ly appeared William "Bill" Robertson, proved to me on a person who executed the instrument and e same.
IN WITNESS WHEREOF, I have day and year first above written in this cen	hereunto set my hand and affixed my official seal the tificate.
	NOTARY PUBLIC









EXHIBIT A

LEGAL DESCRIPTION

OPA AMENDMENT

PARCEL NUMBER: P705030008AA

Parcel 1:

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

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

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

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

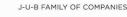
South 01°01'57" West, a distance of 630.12 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

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

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

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

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









J·U·B ENGINEERS, INC.

PARCEL NUMBER: P705030008AA (CONTINUED)

Parcel 2:

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

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

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

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

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

"INC PLS 9367"; thence

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

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

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

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

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









J·U·B ENGINEERS, INC.

PARCEL NUMBER: P705030007AA

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

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

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

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

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

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

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

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

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

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

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

J-U-B FAMILY OF COMPANIES







J·U·B ENGINEERS, INC.

PARCEL NUMBER: P705030010AA

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

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

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

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

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

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

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

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

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

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







PARCEL NUMBER: P705030005AA

TRACTS 5, 6, 11 AND 12, BLOCK 30, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK C OF PLATS AT PAGE 78, RECORDS OF KOOTENAI COUNTY IDAHO.

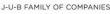
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF POST FALLS BY GRANT OF RIGHT-OF-WAY RECORDED JANUARY 7, 2009 AS INSTRUMENT NUMBER 2191602000, RECORDS OF KOOTENAI COUNTY, IDAHO.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF POST FALLS BY GRANT OF RIGHT-OF-WAY RECORDED APRIL 29, 2024 AS INSTRUMENT NUMBER 2966891000, RECORDS OF KOOTENAI COUNTY, IDAHO.

TOGETHER WITH THAT PART OF TRACTS 21, 22, 27 AND 28, BLOCK 30, OF POST FALLS IRRIGATED TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK C OF PLATS, PAGES 78, 79 AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30; THENCE NORTH 88°56'57" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1316.99 FEET TO A POINT ON THE SOUTHERLY EXTENDED WEST LINE OF SAID TRACT 27; THENCE NORTH 01°01'33" EAST, ALONG LAST SAID SOUTHERLY EXTENDED WEST LINE AND THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 651.20 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 88°58'27" EAST 242.50 FEET; THENCE SOUTH 01°01'33" WEST 11.31 FEET; THENCE SOUTH 88°56'57" EAST 669.39 FEET; THENCE NORTH 11°02'04" EAST 4.62 FEET; THENCE SOUTH 88°58'51" EAST 121.86 FEET; THENCE NORTH 11°02'04" EAST 3.65 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT; HAVING A RADIUS OF 770.00 FEET, A CHORD BEARING OF NORTH 10°24'57" EAST, A CHORD DISTANCE OF 16.62 FEET; THROUGH A CENTRAL ANGLE OF 01°14'13", A DISTANCE OF 16.62 FEET; THENCE SOUTH 88°58'51" EAST 259.02 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE NORTH 01°01"09" EAST 627.13 FEET TO THE NORTHEAST CORNER OF SAID TRACT 21; THENCE NORTH 88°43'08" WEST 1296.85 FEET TO THE NORTHWEST CORNER OF SAID TRACT 22; THENCE SOUTH 01°01'33" WEST 645.91 FEET TO THE POINT OF BEGINNING.









J·U·B ENGINEERS, INC.

PARCEL NUMBER: P705030023AA

The North 330 feet of Tracts 23, Block 30, Post Falls Irrigated Tracts, according to the plat thereof recorded in Book C of Plats at Pages 78, 79 and 80, records of Kootenai County, Idaho.

Excepting therefrom that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded July 9, 2008 as Instrument No. 2167726000, records of Kootenai County, Idaho.

PARCEL NUMBER: P705030024AA

The North 330 feet of Tract 24, Block 30, Post Falls Irrigated Tracts, according to the plat thereof recorded in Book C of Plats at Pages 78, 79 and 80, records of Kootenai County, Idaho.

Excepting therefrom that portion conveyed to the State of Idaho by Right of Way Deed recorded March 26, 1952 in Book 149 of Deeds at Page 515, records of Kootenai County, Idaho.

Also excepting therefrom that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded July 9, 2008 as Instrument No. 2167722000, records of Kootenai County, Idaho.

Also excepting therefrom that portion conveyed to the State of Idaho by Warranty Deed recorded December 19, 2019 as Instrument No. 2728273000, records of Kootenai County, Idaho.

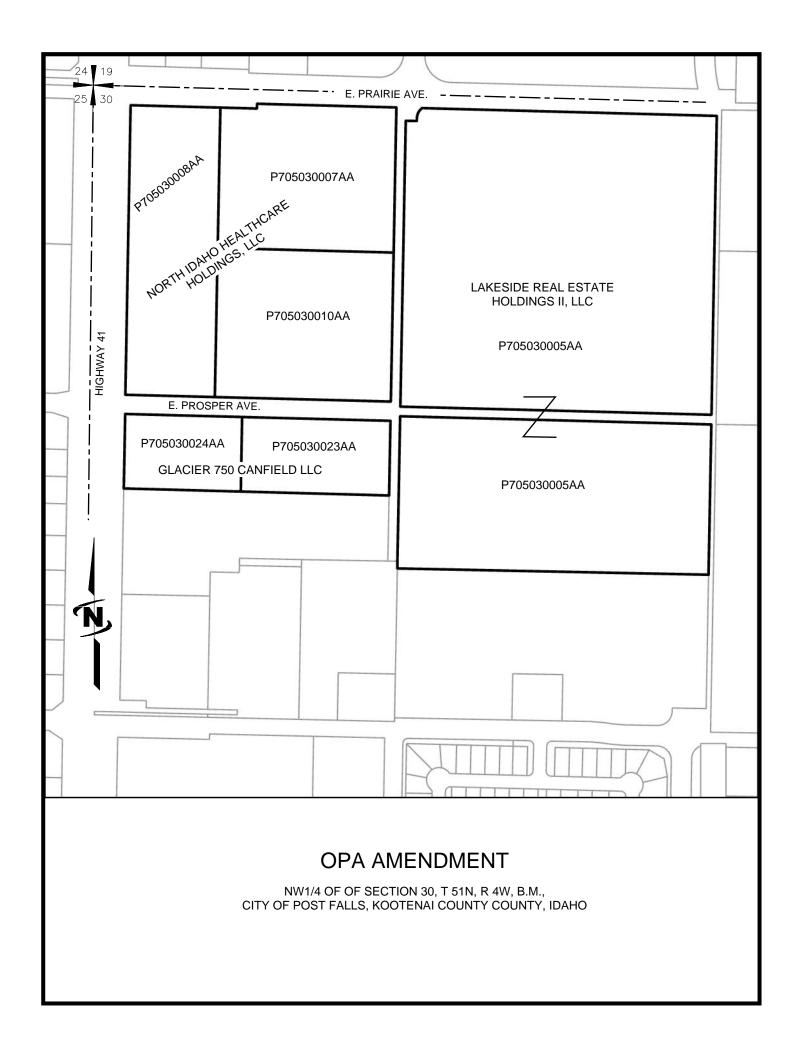


EXHIBIT B - 1



ENGINEER'S OPINION OF PROBABLE COST

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

PROJECT DESCRIPTION: Infrastructure Cost Estimate

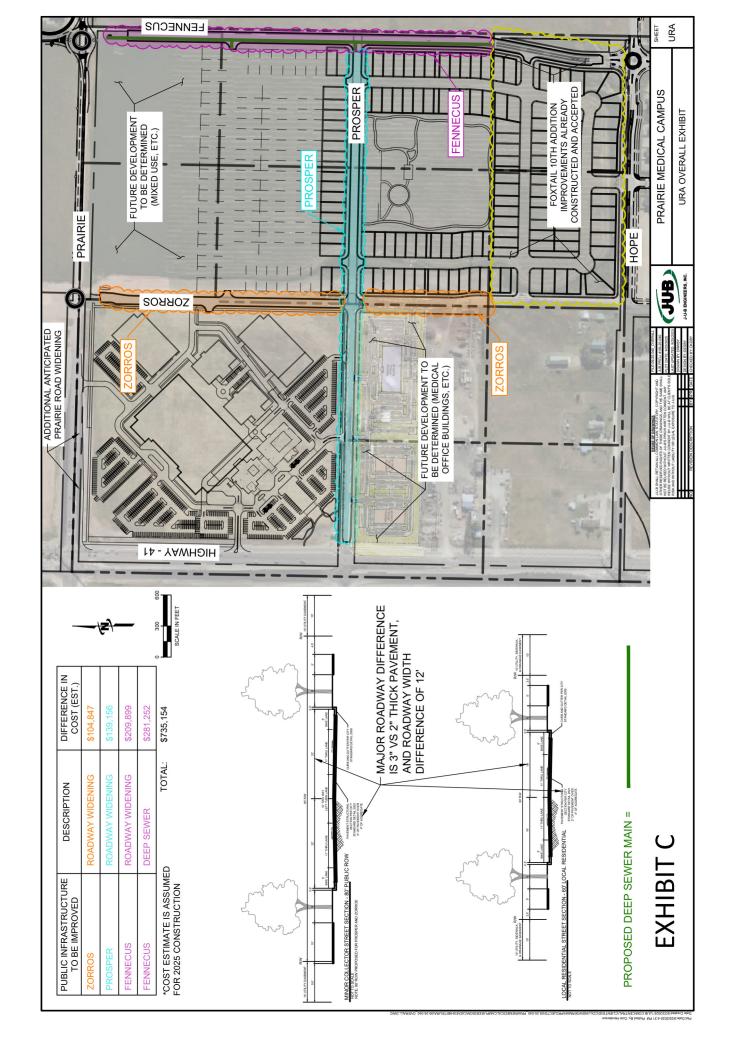
CLIENT: Kootenai Health, Parkwood Properties, and Architerra

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

	J-U-B PROJ. NO.: 09-25-040				
ITEM		OF VALUES			
NO.	DESCRIPTION ITEM COST	TOTAL COST			
	ZORROS ROADWAY WIDENING	\$104,847			
1	Difference in Street Section Costs \$93,613	¥101,011			
2	Anticipated soft costs (12% of construction costs) \$11,234				
	PROSPER ROADWAY WIDENING	\$139,156			
3	Difference in Street Section Costs \$124,246				
4	Anticipated soft costs (12% of construction costs) \$14,910				
	FENNECUS ROADWAY WIDENING	\$209,899			
5	Difference in Street Section Costs \$187,410				
6	Anticipated soft costs (12% of construction costs) \$22,489				
	FENNECUS DEEP SEWER	\$281,252			
6	Difference in Sanitary Sewer Costs \$251,118				
7	Anticipated soft costs (12% of construction costs) \$30,134				
	TOTAL FETIMATED CONCEDUCTION COSTS	\$656,387			
TOTAL ESTIMATED CONSTRUCTION COSTS TOTAL ESTIMATED SOFT COSTS					
	TOTAL ESTIMATED SOLT GOSTS	\$78,766			
	TOTAL DIFFERENCE IN ESTIMATED COSTS	\$735,154			
L/DE	LILD ENGINEEDS INC				
KRF	J-U-B ENGINEERS, INC.				
	7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787				

EXHIBIT B - 2

ROJEC		Campus - URA Techno	ology Distric	3 (9/25/2025				
	T DESCRIPTION: Infra	astructure Cost Estimate	e						
LIENT:	Kootenai Health,	Parkwood Properties,	and Archite	rra					
LIENT PR	T PROJ. NO. J-U-B PROJ. NO.: 09-25-040								
ITEM									
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST				
ORROS	ROADWAY WIDENING								
	ASPHALT PAVING AND SUBGRADE ROCK								
	80' ROW - Asphalt Roadway 3" AC over 4" Base	8,727	SY	\$26	\$226,893				
	60' ROW - Asphalt Roadway 2" AC over 4" Base	6,347	SY	\$21	(\$133,280				
1	Difference in Street Section Costs				\$93,613				
	ZOI	RROS WIDENING DIFF	FERENCE	N ESTIMATED COSTS	\$93,613				
ROSPF	R ROADWAY WIDENING								
	ASPHALT PAVING AND SUBGRADE ROCK								
	80' ROW - Asphalt Roadway 3" AC over 4" Base	11,582	SY	\$26	\$301,13				
	60' ROW - Asphalt Roadway 2" AC over 4" Base	8,423	SY	\$21	(\$176,893				
2	Difference in Street Section Costs	5,1.20			\$124,240				
KILLDEER WIDENING DIFFERENCE IN ESTIMATED COSTS									
ENNEC	US ROADWAY WIDENING								
LININLO	ASPHALT PAVING AND SUBGRADE ROCK								
	80' ROW - Asphalt Roadway 3" AC over 6" Base	10,370	SY	\$30	\$311,10				
	60' ROW - Asphalt Roadway 2" AC over 4" Base	5,890	SY	\$21	(\$123,690				
3	Difference in Street Section Costs	0,000	<u> </u>		\$187,410				
FENNECUS WIDENING DIFFRERENCE IN ESTIMATED COSTS									
ENNEC	US DEEP SEWER								
EININEC	SANITARY SEWER								
	48" Sanitary Sewer Manhole - Deep	9	EA	\$6,300	\$56,700				
	48" Sanitary Sewer Manhole (standard depth ~10')	9	EA	\$4,300					
4	Difference in Sanitary Sewer Manhole Costs	9	LA	φ 4 ,300	(\$38,700 \$18,000				
4	Difference in Samilary Sewer Mailfille Costs			+	φ10,UU				
	15" PVC Sanitary Sewer Main Pipe - Deep	1,332	LF	\$240	\$319,70				
	8" PVC Sanitary Sewer Main Pipe (standard depth ~10')	1,332	LF	\$65	(\$86,58				
5	Difference in Sanitary Sewer Main Pipe (standard depth 10)	1,002	LI	ΨΟΟ	\$233,118				
FENNECUS DEEP SEWER DIFFERENCE IN ESTIMATED COSTS									
	FENNEC	JO DEEF SEVVER DIFF	LINENCE	IN LOTIMATED COSTS	\$251,118				



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:

Category of ServicesCompensation MethodCompensation for ServicesCosts VerificationLump 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	, <u>2025</u> .
OWNER: Post Falls Urban Renewal Agency	ENGINEER: Welch Comer & Associates, Inc.
Ву:	By: Muth
Name:	Name: Matt Gillis, P.E.
Title:	Title: Vice President
	Firm's Certificate No. <u>C-273</u> State of: <u>Idaho</u>
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Joseph Johns	Name: Matt Gillis, P.E.
Title: Executive Director	Title: Vice President
Address: 201 E. 4 th Ave Post Falls, ID 83854	Address: 330 E. Lakeside Ave., Ste 101 Coeur d'Alene, ID 83814
E-Mail Address: postfallsura@gmail.com	E-Mail Address: mgillis@welchcomer.com
Phone: 208-777-8151	Phone: 208-664-9382
Fax:	Fax: 208-664-5946

URBAN RENEWAL FUNDING SUPPORT ESTIMATE

FROM: T.W. CLARK CONSTRUCTION, LLC

JOB #: **2451**

TO: **209 E 2nd LLC**

ATTN:

RE: 2nd Ave Multi Family

DATE: 9/2/2025

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



ITEM	DESCRIPTION	QTY	QTY	UNIT	UNIT	T SUBCONTRACTOR	UNIT RATES			UNIT RATES			SUBTOTAL			TOTA
					LABOR	MATERIAL	SUB	LABOR	MATERIAL	SUB						
	EARTHWORK MOBILIZATION		LS	DBL T			\$ 5,000.00	•	7	\$ 5,000.00						
	EROSION CONTROL		LS	DBL T			\$ 3,500.00	т	\$ -	\$ 3,500.00						
	OFF-SITE DEMO		LS	DBL T			\$ 1,500.00	•	\$ -	\$ 1,500.00						
	OFF-SITE MASS EXCAVATION / GRADING		LS	DBL T			\$ 20,675.00	•	\$ -	\$ 20,675.00						
	OFF-SITE GRAVEL BASE SIDEWALKS		LS	DBL T			\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 10					
	OFF-STIE SITE CONCRETE MOBILIZATION	1	LS	LIBERTY CONCRETE			\$ 3,214.00	\$ -	\$ -	\$ 3,214.00	\$ 3					
	OFF-SITE CURB AND GUTTER	395	LF	LIBERTY CONCRETE			\$ 26.00	\$ -	\$ -	\$ 10,270.00	\$ 10					
	OFF-SITE DRIVEWAY APPROACH	380	SF	LIBERTY CONCRETE			\$ 7.50	\$ -	\$ -	\$ 2,850.00	\$ 2					
	OFF-SITE SIDEWALKS	5305.5	SF	LIBERTY CONCRETE			\$ 5.50	\$ -	\$ -	\$ 29,180.25	\$ 29					
	OFF-SITE PED CURB	58.5	LF	LIBERTY CONCRETE			\$ 18.00	\$ -	\$ -	\$ 1,053.00	\$					
	OFF-SITE PED CURB RAMPS	5	EA	LIBERTY CONCRETE			\$ 515.00	\$ -	\$ -	\$ 2,575.00	\$ 2					
	OFF-SITE CURB INLETS	7	EA	LIBERTY CONCRETE			\$ 85.00	\$ -	\$ -	\$ 595.00	\$					
	ASPHALT - UTILITY PATCH	1	SY	CDA PAVING			\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ 15					
	ASPHALT - ROADWAY	1	SY	INTERSTATE			\$ 25,127.50	\$ -	\$ -	\$ 25,127.50	\$ 25					
	ASPHALT - ALLEY	1	SY	INTERSTATE			INCL ABOVE				INCL A					
	LANDSCAPING	1	LS	SPRINKLERS NORTHWEST	Ī		\$ 10,089.76	\$ -	\$ -	\$ 10,089.76	\$ 10					
	STREET LIGHTS	1	LS	WYATT ELECTRIC			\$ 33,500.00	\$ -	\$ -	\$ 33,500.00	\$ 33					
	TRENCHING FOR STREET LIGHTS	335	LF	DBL T			\$ 17.50	\$ -	\$ -	\$ 5,862.50	\$ 5					
	STRIPING / PARKING SIGNAGE	1	LS	MATHIS STRIPING			\$ 2,320.00	\$ -	\$ -	\$ 2,320.00	\$ 2					
	SURVEYING	1	SYNTIER	SYNTIER			\$ 3,645.00	\$ -	\$ -	\$ 3,645.00	\$ 3					
	SPECIAL INSPECTION FEES	1	LS	LIBERTY GEOTECH			\$ 9,596.79	\$ -	\$ -	\$ 9,596.79	\$ 9					
	AVISTA UTILITY FEES - METER - STREET LIGHTING	1	LS	LS			INCL BELLOW			,	INCL E					
	AVISTA UTILITY FEES - RELOCATE POWER	1	LS	LS		1	\$ 28,852.83	\$ -	\$ -	\$ 28,852.83						
	TRENCHING FOR UNDERGROUND POWER	150		DBL T			\$ 17.50		\$ -	\$ 2.625.00	<u> </u>					
	The state of the s	.50		:				т	T	- 2,020.00	<u> </u>					
	Total			<u>. </u>				\$ -	\$ -	\$ 227,031.63	\$ 22					



Downtown District Urban Renewal Plan

June 2021

POST FALLS URBAN RENEWAL AGENCY

Downtown District Urban Renewal Plan Contents

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B. AGENCY COMMISSIONERS

Jerry Baltzell (Chairman), Larry Carstensen (Vice-Chairman), Len Crosby (Treasurer), Collin Coles, Jame' Davis, Eric Clemensen and Christi Fleischman.

C. DEFINITIONS

Act – Local Economic Development Act (Chapter 29, Title 50 of the Idaho Code), and/or the Urban Renewal Law (Chapter 20, Title 50 of the Idaho Code).

Agency or U.R.A. – The Post Falls Urban Renewal Agency created May 7, 1991 by Resolution 91-11.

Baseline Projection – A projection based on the assumption that next year's financial status will not change from the financial status of this year. The baseline projection assumes that no new project is developed, and therefore, no new tax increment is added.

Bonds - Debt instruments used to finance the cost of an Urban Renewal Project.

City - The incorporated City of Post Falls.

City Council – The local governing body of the City of Post Falls consisting of the Mayor and six (6) Council Members.

Comp Plan – The City of Post Falls Comprehensive Plan adopted in 1995 by Resolution 95-09, revised in 2004 and updated in 2010. The City began updating the Comprehensive Plan in 2017 which was completed and adopted on July 7, 2020 by Resolution 20-07.

Coverage Ratio – A margin which is applied to a bond to ensure adequate revenues are available to service the debt secured by the Bond.

Deteriorated/Deteriorating Area:

(1) Any area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air,

REVISED APPENDIX A – Adopted by Ordinance 1490 on August 15th, 2023

Tier 1

Project Name	Description	Estimated Cost, 2020 \$	
City Center Parking Lots	Land Acquisition plus design and construction cost of two at-grade parking lots. Location TBD.	\$1,600,000	
City Center Parking Plan - Street Completion Plan	Multiple street revitalization projects consistent with the City Center Parking Plan – south of I-90. Locations TBD. See City Center Parking Plan.	\$9,900,000	
Roundabout at 4th & Seltice Way	Design, ROW and construction of single lane roundabout at the intersection of 4th & Seltice Way.	\$700,000	
Frontage Improvements Spokane Street West Side	Post Falls Landings 2nd Additional Sidewalk, street parking and Landscaping Improvements.	\$350,000	
4th Ave Frontage Improvements between William and Idaho Street	Road widening, stormwater, sidewalk, illumination, etc., along between William & Idaho Street.	\$550,000	
Idaho Street – 3 rd to 4 th Avenue	New roadway construction including 2-lanes, railroad crossing, sidewalk, bike lanes, stormwater, & illumination.	\$800,000	
Idaho Veneer Site North	4 th Ave frontage improvements, including roadway, public utilities and ped/bike facilities between Idaho Street and Seltice Way on the north of 4 th Avenue.	\$940,000	
Idaho Veneer Site South	4 th Ave frontage improvements, including roadway, public utilities and ped/bike facilities between Idaho Street and Seltice Way on the south side of 4 th Avenue.	\$800,000	
Roundabout at 4th Ave & Idaho St.	Design & construction of roundabout at the intersection of 4th & Idaho.	\$700,000	
Esplanade Improvements	Earthwork, roadway, stormwater, ped access, and illumination improvements associated with riverfront esplanade at the very west end of 3 rd Avenue	\$730,000	
3rd Ave Extension, west of McReynolds	Extension of 3 rd Avenue with new roadway which includes roadway, ped facilities, utilities, illumination.	\$850,000	
McReynolds Connection	Road connection south of 3 rd Ave roundabout. Includes roadway, pedestrian facilities, and utilities.	\$400,000	
	TOTAL TIER 1 ESTIMATED COST	\$18,320,000	

54%

