

Post Falls Urban Renewal Agency June 19, 2025 Meeting 9:00 am, Chamber of Commerce

- 1. Call to Order, Commissioner Roll Call
- 2. Ceremonies, Appointments and Announcements
- 3. Conflict Disclosure

#### 4. Consent Calendar ACTION ITEMS

- a. Commission Workshop Minutes, May 14, 2025
- b. Communication, Property & Personnel Committee Minutes, May 14, 2025
- c. Commission Special Meeting Minutes, May 28, 2025
- d. Finance & Policy Committee Minutes, May 30, 2025
- e. Payables
- f. Bank Activity Report
- g. 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. Minor Project Reimbursement Agreement Post Falls Eagles (Downtown District) ACTION ITEM
- 8. New Business
- 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.

### POST FALLS URBAN RENEWAL MINUTES Workshop Minutes

### May 14, 2025 – Chamber of Commerce – Conference Room

### CALL TO ORDER, ROLL CALL

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 Collin Coles, Len Crosby, Christi Fleischman, Melissa Hjeltness, Eric Clemensen and Pat Leffel. Also present was Counselor Pete Bredeson, Chris English (Bouten Constr.), Mike Mannhard (HDG Arch.) and Josh Hissong (HDG Arch.).

### CONFLICT DISCLOSURE

Commissioner Hjeltness recused herself from any discussion and decision on Agenda Item #6 – Nonna Building Project (Downtown District).

CONSENT CALENDAR

Johns introduced the Consent Calendar. Item A in the Consent Calendar is the Commission Meeting Minutes, April 17, 2025

Item B is the payables for this month totaling \$8,886.40.

Item C is the Bank Activity Report which shows total funds in all accounts of \$3,765,027.64 and accrued interest for the month of \$8,881.19.

Item D is the financial reports as of April 30<sup>th</sup>.

Approval of the consent calendar will authorize a transfer of \$8,886.40 to the First Interstate Checking Account for the monthly payables and \$8,881.19 accrued interest to the General Fund

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

CITIZEN COMMENTS None

Minor Project – Post Falls Eagles (Downtown District). Johns stated this was an unfinished business item and provided an overview of the project documentation submitted to date, including the project questionnaire, site plan, building plan, contract and bid agreement and estimated costs. Photos showing completed and ongoing site improvements required by the city were shown. City required improvements include removing frontage street access, constructing frontage improvements (gutter, curb, sidewalk, grassy swale, drainage, irrigation), asphalt paving of adjoining alleyway (access to the site), and installation of a fire standpipe. Street parking, frontage and alley improvements are in accord with the 2018 Post Falls City Center Parking Plan. Commissioner Crosby commented on the City's plan eliminating property owners street access and causing them to incur the cost of alleyway improvements that become their only access to parking. Commissioner Fleischman sought clarification on the number of businesses benefitting from the alleyway improvement. Johns responded that three businesses are adjacent to the subject allev together with residential properties on the north side of the alley. Commissioner Coles referred back to a time when the city collected sidewalk bonds for the purpose of constructing entire sidewalks from street to street. That activity was discontinued and the piecemeal construction of sidewalk and frontage improvements has taken place when properties undergo improvement projects requiring city approval. Prior Commission discussion during the February 11,

2025, Commission Workshop encouraged the paving of entire alleyways when possible. Based on conversations between Johns and city staff it is clear that the city can only require property owners to improve the portions of alley adjoining their property. Costs of the Eagles Project associated with the required frontage improvements (street, gutter, curbing, sidewalk, grassy swale, drainage), alleyway, and fire standpipe will be considered. The curbing and swale east of the onsite parking will not. The project bid amounts (without detailed unit costs/breakdowns) have been provided. Crosby asked what action was expected. Johns clarified that the action pending is not a reimbursement, but rather to move toward an agreement. Counselor Bredeson suggested a motion to approve moving forward with preparation of a participation/reimbursement agreement based on further cost verification provided by the participant. Commissioner Fleischman inquired about the project completion and cutoff of reimbursement. Bredeson suggested the participant provide the cost clarification before the June regular commission meeting. That would provide for everything to be finalized and ready by then. Coles agreed.

Commissioner Coles made a motion for staff to move forward with preparation of a Minor Project Reimbursement Agreement, seconded by Crosby. Roll Call Vote: Leffel – Aye; Davis – Aye, Fleischman – Aye; Hjeltness – Aye; Clemensen – Aye; Crosby – Aye; Coles – Aye. Motion carried.

Nonna Building Project (Downtown District). Johns introduced Chris English, Mike Mannhard, and Josh Hissong as representatives of the Nonna Building project located at 102 E 4<sup>th</sup> Avenue. An overview of the previously submitted documentation for the project was provided by Johns. The cost related information provided to date are estimates and do not include detailed/unit amounts. Johns also outlined conversations about the project with city staff and what portions of the project might be considered either "typical" or "above and beyond" from the city's perspective. Site demolition involved removing the former dry cleaning, automotive garage, machine shop and residential structure. The domestic water and sewer lines will run northward, across 4<sup>th</sup> Avenue, according to Mannhard. Hissong commented that the prior use of the onsite buildings resulted in beyond typical costs for site abatement and remediation. Commissioner Fleischman asked if any grants had been sought for the remediation effort. Hissong responded that there was not. Commissioner Coles recalled prior consideration by the Agency of acquiring the dry cleaner building and the potential of pursuing a brownfield grant. Coles voiced his longtime understanding the agency would participate in the reimbursement of costs above and beyond typical demolition on the site. A bid is currently being put together showing the difference between the original bid for site cleanup, based on zero knowledge of contaminants, and the actual costs. Crosby noted that when the agency was looking at the property it was determined that it was too small a site for a brownfield grant. He commented further that the project is a great improvement on a site that urban renewal has been looking at for many years.

Commissioner Crosby made a motion to move forward with an Owner Participation Agreement to include the project in the Downtown District, seconded by Clemensen. Roll Call Vote: Hjeltness – recused; Fleischman – Aye; Leffel – Aye; Coles – Nay; Clemensen – Aye; Crosby – Aye; Davis – Aye. Motion carried.

**Pleasant View URD Update**. On April 15, 2025 the executive committee attended a City Council Workshop at which an update on the district by city staff was provided to the Council. The city had previously requested Welch-Comer and Heartland to provide an update of financial scenarios based upon multiple infrastructure development possibilities. The potential increment revenue of the district has decreased from \$38.6M to approximately \$15.2M due to lack of development since it was formed in 2021. The "best case" scenario identified out of the possible options for public infrastructure construction between Seltice Way and Hwy53 is currently projected at \$11.6M. City staff recommended withholding any action on the status of the district pending the outcome of an ITD PEL study. The study is expected to be completed in approximately six months. A sewer line in the corridor would serve the community by protecting the aquifer. The city owns a 14-acre site intended for use as a public works facility. Ongoing industrial development on the west side of Pleasant View Road, outside

of the city, utilizes on-site wastewater (septic) systems. Additionally, there is an ongoing EDA study that may result in future grant related options. The city will continue to inform stakeholders as information becomes available.

<u>Introductory Project/Participant Meetings, Commissioner Participation – Discussion</u>. Johns sought clarification from the commission about possible conflict of interest issues when a member of the commission participates in introductory meetings with representatives of potential projects. Historically, participants have been referred to the Agency by the City, members of the Commission, or by other means. The process has generally been for the Executive Director (ED) to meet with them first. Afterward, depending on circumstances, they might meet with one of the committees to discuss the financial or developmental aspects of the project. Committee action is limited to tasking the ED and making recommendations to the full Commission. Johns will continue to inform the Commission of introductory meetings and the participants as part of the Staff Report provided at monthly commission meetings.

# EXECUTIVE SESSION

Commissioner Hjeltness made a motion to enter into executive session at 10:13 am pursuant to Idaho Code Section 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Coles seconded the motion. Roll Call Vote: Leffel – Aye; Hjeltness – Aye; Davis – Aye; Crosby – Aye; Clemensen – Aye; Fleischman – Aye; Coles – Aye. Motion carried.

# STAFF REPORT

The Agency's FY2024 Audit Report and FY2025 Budget information has been submitted to the Idaho State Controller's Office and is pending approval. On April 30<sup>th</sup> Johns attended the State Tax Commission's annual Budget & Levy Training Workshop held locally in the Kootenai County Administrative Building. The workshop is intended for taxing district staff responsible for budgeting and communicating budget information to the county treasurer's & auditor's offices. Johns chose to attend this year's workshop as a result of legislative impacts to the budgeting process. In the Post Falls Technology District GVD Partners is in the process of completing punch list items with the goal of the City accepting the constructed public improvements by the end of May. They will proceed with submitting their reimbursement request once City acceptance is attained.

# COMMISSIONER COMMENTS

Commissioner Crosby thanked Johns for addressing potential issues before they turn into problems. Crosby attended Buck Knives 20-years in Post Falls Celebration where they prominently mentioned the fact that urban renewal and the Jacklin Company played a tremendous role in inducing them to move to Post Falls. They were looking at other sites in other communities but urban renewal had a part in their decision. They are continuing to grow and have about 200-250 employees making fantastic knives.

# ADJOURNMENT

Davis asked for a motion to adjourn. Commissioner Clemensen made the motion, seconded by Hjeltness. All in favor by voice vote. Meeting was adjourned at 10:33 am.

Respectfully submitted,

Joseph Johns, Executive Director

# **POST FALLS URBAN RENEWAL** Communication, Property & Personnel Committee

# May 14, 2025 – Post Falls Chamber Building – PFURA Office

# CALL TO ORDER, ROLL CALL

Chairman Eric Clemensen called the meeting to order at 8:00 a.m. Present in addition to Clemensen were Commissioners Pat Leffel, Collin Coles and Executive Director Joseph Johns.

CONFLICT DISCLOSURE None

CITIZEN COMMENT None

<u>Committee Duties - Discussion</u>. Johns provided an overview of the committee responsibilities as described in agency documentation. The committee tasked Johns with scheduling a recurring semi-annual meeting, one in May and one in November; with the option for additional meetings as needed.

<u>FY 2026 Budget Items</u>. Budgeted and actual operating expenses for fiscal years 2022 to the present were provided for review. Johns also provided an updated list of tangible personal property pertaining to the Agency's office furniture and equipment, including acquisition dates as applicable. A brief review of project FY26 property related expenses was made by Johns with members providing suggestions for adjustments. Marketing and Education decreased to \$300. Telephone & Internet increased to \$800 to include internet service costs. Computer Software expenses continue to increase annually due to QuickBooks. Johns attempted migrating the Agency's bookkeeping to QuickBooks Online and QuickBooks Online Payroll but the online versions do not allow the accurate processing of payroll deductions/contributions associated with the PERSI retirement benefit. The office copier (Canon, 2014) and printer (Dell, 2014) were identified as dated but still operational. Replacement of these two items and the laptop pc (Dell, 2019) will be considered in future budget years as necessary. Chairman Clemensen sought clarification from Johns about the sufficiency of current health benefit budgeting. Johns confirmed that no change in the budgeted amount is necessary.

# EXECUTIVE SESSION

Commissioner Clemensen moved to enter into executive session at 8:27 a.m. pursuant to Idaho Code 74-206(1)(b) and that the Executive Session would last no longer than 10 minutes. Executive Session ended at 8:34 a.m.

<u>Recommendation to Finance Committee regarding staff compensation</u>. Commissioner Coles made a motion to recommend a five percent increase to the Executive Directors salary (Employee Wages) and other associated costs be made to the Finance & Policy Committee, seconded by Leffel. Roll Call vote. Clemensen – Aye; Leffel – Aye; Coles – Aye. Motion carried.

# ADJOURNMENT

Chairman Clemensen adjourned the meeting at 8:37 a.m.

Respectfully submitted,

Joseph Johns, Executive Director

### POST FALLS URBAN RENEWAL MINUTES Special Meeting Minutes

### May 28, 2025 – Chamber of Commerce – Conference Room

CALL TO ORDER, ROLL CALL

Chairman Jamè Davis called the meeting to order at 4:00 p.m. Executive Director Joseph Johns called the roll. Present, in addition to Davis were Commissioners Pat Leffel, Eric Clemensen, Len Crosby and Christi Fleischman. Also present was Counselor Pete Bredeson, Chief Chris Way and KCF&R Commissioner Andy Boyle.

CONFLICT DISCLOSURE None

CITIZEN COMMENTS None

Request to Withdraw from Urban Renewal – Kootenai Fire & Rescue. Johns informed the Commission that on May 20, 2025 the agency received Resolutions from Kootenai Fire and Rescue requesting their withdrawal from the Pleasant View District, Downtown District and the Post Falls Technology District. These requests were made in accordance with recent changes to Idaho Code 50-2906 according to House Bill 436. The fire district had previously requested the Kootenai County Auditor provide an accounting of their portion of tax year 2024 increment in each district. According to the KC Auditor's accounting the Post Falls Technology District amount is \$211,597.11, the Pleasant View District amount is \$2,864.45 and the Downtown District amount is \$163,590.92. The Post Falls Urban Renewal Agency's obligations, as of May 2025, are approximately: \$6,949,448 (approved and pending) in the Downtown District, approximately \$7,000,000 (pending) in the Post Falls Technology District, and \$50,162 in the Pleasant View District. The obligations in the Downtown and Post Falls Technology Districts are based upon costs incurred by urban renewal proponents/participants for the construction of public infrastructure according to Owner Participation Agreements. The obligation in the Pleasant View District is based upon the Agency's annual administrative fee (3 years) minus the tax increment remitted in the district since it's inception. The agency has had a longstanding relationship with the fire district, including representation on the Urban Renewal Commission, projects directly addressing public safety and emergency response needs, returning surplus urban renewal district funds when available, and continuing beneficial tax base expansion experienced by all tax districts as a result of urban renewal related activity in Post Falls. KCF&R Chief Chris Way stated fire districts and ambulance districts are limited to providing comments when a URD is formed or amended, yet they have to serve what goes on in the districts without getting any revenue from it. He added that if HB389 had not gone through in 2021 the fire district would not be making the request to withdraw from urban renewal. The result of HB389 on the fire district this year is a loss of \$1,429,451 while next year the projected loss is between \$2.0 and \$2.1 Million. HB436 was intended to be the Legislature's solution to the problem. Even with urban renewal funds there is a shortcoming over \$1 Million this year for KCF&R. The fire district is supportive of the agency and acknowledged the improved infrastructure throughout the community as a result of urban renewal. The fire district is at a breaking point as a result of the Legislature not directly fixing HB389. Clemensen and Davis voiced their appreciation for the explanation by Chief Way. Crosby outlined that the agency has partnerships with developers in existing urban renewal districts to install public improvements, which creates obligations the agency must pay. When the district plans were formed there was an assumption that all the taxing entities that were then in the district would continue generating tax revenue that would become available to reimburse costs. Fleischman commented the agency supports KCF&R completely and they are a huge consideration in all of the city upgrades urban renewal makes, but the agency's hands are tied due to district obligations. Davis asked Bredeson for clarification on the action to be taken on the agency's pending resolutions.

Bredeson stated each resolution was listed as a separate action. Crosby asked Bredeson for his comment on the matter. Bredeson reiterated the agency has debts/obligations that exceed the fire districts share of the allocation proceeds and that, according to the statute, the agency has no choice due to the need to fund existing obligations.

Davis asked for a motion on Resolution 2025-01 for the Pleasant View URD. Crosby made a motion to approve Resolution 2025-01 with a caveat the Agency will look at the matter every year with the intent to work something out, seconded by Leffel. Roll Call Vote: Clemensen – Aye; Davis – Aye; Crosby – Aye; Leffel – Aye; Fleischman – Aye. Motion carried.

Davis asked for a motion on Resolution 2025-02 for the Downtown URD. Clemensen made a motion to approve Resolution 2025-02 with a caveat the Agency will look at the matter every year with the intent to work something out, seconded by Crosby. Roll Call Vote: Crosby – Aye; Leffel – Aye; Clemensen – Aye; Davis – Aye; Fleischman – Aye. Motion carried.

Davis asked for a motion on Resolution 2025-03 for the Post Falls Technology URD. Crosby made a motion to approve Resolution 2025-03, seconded by Leffel. Roll Call Vote: Fleischman – Aye; Davis – Aye; Leffel – Aye; Clemensen – Aye; Crosby – Aye. Motion carried.

Davis asked for a motion on Resolution 2025-04 for the Pleasant View URD. Crosby made a motion to approve Resolution 2025-04, seconded by Clemensen.

KCF&R Commissioner Boyle and Chief Way left the meeting.

Chairman Davis clarified that a motion, and second, was in place for Resolution 2025-04 for the Pleasant View URD pertaining to Kootenai County Emergency Management Services. Davis asked for a Roll Call Vote: Clemensen – Aye; Leffel – Aye; Crosby – Aye; Davis – Aye; Fleischman – Aye. Motion carried.

Davis asked for a motion on Resolution 2025-05 for the Downtown URD. Clemensen made a motion to approve the resolution, seconded by Leffel. Roll Call Vote: Clemensen – Aye; Leffel – Aye; Crosby – Aye; Davis – Aye; Fleischman – Aye. Motion carried.

Davis asked for a motion on Resolution 2025-06 for the Post Falls Technology District. Crosby made a motion to approve resolution 2025-06, seconded by Clemensen. Roll Call Vote: Leffel – Aye; Davis – Aye; Clemensen – Aye; Crosby – Aye; Fleischman – Aye. Motion carried.

### COMMISSIONER COMMENTS

Commissioner Clemensen commented he didn't realize the exercise in fiduciary oversight was going to be so distasteful. Kootenai Fire & Rescue is a public safety entity that does a fantastic job in the services that they provide, as does KC-EMS. The legislators are congratulating themselves for putting urban renewal, fire districts and ambulance districts in this position and have set the stage for litigation that shouldn't have to happen. Crosby commented that Chief Way had pointed out the dramatic impact on KCF&R as a result of the Legislature's changing of property tax during the two legislative sessions prior to 2025. Davis expressed her understanding of what Chief Way is trying to accomplish and that she would do the same thing if in his position. However, it also needs to be understood the agency has an obligation to its proponents and he would likely do the same thing if he was in the shoes of urban renewal. Clemensen further commented that both KCF&R and KC-EMS are crucial and have been put in an untenable planned position together with urban renewal. Crosby asked Bredeson to comment on Chief Way mentioning the need to seek injunctive relief. Bredeson responded that the language in the bill is the language and we are going by the plain meaning of the statute. The agency has obligations that exceed the KCF&R and KC-EMS share of the revenue allocation proceeds so they can't be allowed

to withdraw. Crosby asked Bredeson if the agency's contractual relationships with proponents through OPAs (Owner Participation Agreements) are as definitive for that kind of judicial decision as would an outstanding bond or other obligation. Bredeson responded the OPAs are a contractual obligation which is referenced in the statute. Davis asked Bredeson if their seeking an injunction might be an immediate action that needs to be considered. Bredeson responded that it's a decision for their boards. Crosby expects urban renewal to be a focal point when the legislature meets in January and continues trying to correct the problems. Bredeson believes Post Falls URA is the first agency to hold a special meeting on the matter.

# ADJOURNMENT

Davis adjourned the special meeting at 4:35 pm.

Respectfully submitted,

Joseph Johns, Executive Director

Jamè Davis, Chairman

# POST FALLS URBAN RENEWAL Finance & Policy Committee

# May 30, 2025 – Post Falls Chamber Building – Conference Room

# CALL TO ORDER, ROLL CALL

Chairman Len Crosby called the meeting to order at 8:00 a.m. Present in addition to Crosby were Commissioners Christi Fleischman, Eric Clemensen and Executive Director Joseph Johns.

CONFLICT DISCLOSURE None

CITIZEN COMMENT None

<u>Finance Statement Review</u>. Johns provided an increment revenue projection for each district based on preliminary 2025 assessed values (pre-BOE regular real property, personal property) and an estimated 2025 URD levy rate. Updates of the current district fund balances, district obligations, interest revenue, and 24-month cash flow projection were also provided.

<u>FY 2026 Budget Review – Schedule Budget Workshop</u>. Budgeted and actual operating expenses for fiscal years 2022 to the present were provided. Johns presented the latest FY26 operating expenses projections with particular focus on Employee Compensation (per Communications, Property & Personnel Committee 5% increase recommendation), Audit and Engineering Services costs. Discussion by the committee resulted an increase of Engineering Services to \$14,000 in anticipation of increased consultation fees and the implementation of the Minor Project Program. Commissioner Fleischman requested Johns research who owns the www.pfura.com domain and recommended utilizing a lower cost domain registration service. The committee recommended that Johns schedule the Agency's FY2026 Budget Workshop on July 8, 2025, according to the availability of the Commission members. Commission and schedule the Budget Workshop on July 8, 2025, seconded by Commissioner Fleischman. All in favor by voice vote. Motion carried.

<u>Audit Services RFP</u>. An example RFP document for audit services, based on an RFP from the City of Hermiston, Oregon, was provided by Johns. The committee recommended Johns condense the document and check with other agencies for other examples of RFP documents for audit services.

# ADJOURNMENT

Chairman Crosby asked for a motion to adjourn the meeting. Commissioner Clemensen made the motion, seconded by Fleischman. All in favor by voice vote. Meeting adjourned at 8:59 a.m.

Respectfully submitted,

Joseph Johns, Executive Director

06/16/25

# Post Falls Urban Renewal Agency - In-House Unpaid Bills Detail As of June 19, 2025

Туре	Date	Num	Due Date	Aging	Open Balance
Bredeson Law Gre	oup				
Bill	06/15/2025	1265	07/15/2025		1,562.50
Total Bredeson Lav	v Group				1,562.50
Canon Solutions / Bill	America, Inc. 06/01/2025	6012135983	07/01/2025		8.27
		0012133303	07/01/2025	-	
Total Canon Solutio	ons America, Inc.				8.27
Mastercard Bill	06/01/2025	4518-June2	07/01/2025		13.00
Total Mastercard				_	13.00
TAL				-	1,583.77

PAYROLL 6,616.01 8,199.78

# **Bank Activity Report**

May 2025

Cash Section				
Checking: First Interstate				
Beginning Balance			\$	10,843.70
Deposits	\$	70,901.52		
Withdrawals	\$	(70,900.96)		
Ending Balance			\$	10,844.26
Outstanding Checks	\$	(1,317.86)		
Account Balance			\$	9,526.40
Idaho Central CU - Savings				
Beginning Balance			\$	25.00
Interest				
Ending Balance			\$	25.00
Investment Section				
LGIP General Fund 1829				
Beginning Balance			\$	1,296,377.25
Contributions	\$	13,556.79		
Withdrawals	\$ \$	(8,886.40)		
Ending Balance			\$	1,301,047.64
Outstanding Transfer				
Account Balance			\$	1,301,047.64
LGIP Capital Improvements 1910				
Beginning Balance			\$	2,459,099.53
Contributions	\$	70,895.77	I.	,,
Withdrawals	\$ \$	(8,881.19)		
Ending Balance			\$	2,521,114.11
Outstanding Transfer			•	, ,
Account Balance			\$	2,521,114.11
				- ·

Total Funds All Accounts:

\$ 3,831,713.15

May 2025

Interest

State Pool - LGIP 1910	\$ 9,252.92
Total	\$ 9,252.92

06/09/25 Accrual Basis

# Post Falls Urban Renewal Agency - In-House Balance Sheet

As of May 31, 2025

	May 31, 25
ASSETS	
Current Assets	
Checking/Savings	
First Interstate Bank- Checking	9,526.40
LGIP1829-General Fund	1,301,047.64
LGIP1910-Capital Improvements	2,521,114.11
Savings - Idaho Central CU	25.00
Total Checking/Savings	3,831,713.15
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	52,181.00
Total Current Assets	3,883,894.15
TOTAL ASSETS	3,883,894.15
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Accrued Vacation Payable 24000 · Payroll Liabilities ID- Unemployment Payable	3,636.18 22.12
24000 · Payroll Liabilities - Other	3,235.59
Total 24000 · Payroll Liabilities	3,257.71
Total Other Current Liabilities	6,893.89
Total Current Liabilities	6,893.89
Total Liabilities	6,893.89
Equity	
Committed Fund Balance	1,349,484.00
Nonspendable Fund Balance	3,544.00
32000 · Unrestricted Net Assets	1,651,268.40
Net Income	872,703.86
	3,877,000.26
Total Equity	5,677,000.20

10:17 AM 06/09/25

Accrual Basis

# Post Falls Urban Renewal Agency - In-House

# Profit & Loss

# May 2025

	May 25	Oct '24 - May 25
Ordinary Income/Expense		
Income		
Downtown District	38,032.64	584,074.57
Interest	13,557.33	102,315.77
Pleasant View District	0.00	12,527.41
Post Falls Technology District	23,981.94	722,802.40
Total Income	75,571.91	1,421,720.15
Gross Profit	75,571,91	1,421,720.15
Expense		
Audit	0.00	12,770.00
Computer Software	1,706.00	1,753.00
Contingency	0.00	1,929.50
District Payments	0.00	459,789.56
Marketing & Education Materials	0.00	308.70
Meetings	25.00	215.00
Office Equipment	95.39	239.54
Website Design, Hosting & Maint	0.00	349.95
62140 · Legal Fees	343.75	7,506.25
62150 · Other Contract Services	0.00	77.50
62890 · Rent	0.00	7,990.00
65030 · Printing and Copying	6.13	149.63
65040 · Office Supplies	49.81	88.41
65050 · Telephone, Telecommunications	0.00	800.40
65110 · Advertising & Legal Notices	0.00	66.35
65120 · Insurance	0.00	198.00
65150 · Dues & Memberships	0.00	850.00
66000 · Payroll Expenses	6,819.05	53,934.50
Total Expense	9,045.13	549,016.29
Net Ordinary Income	66,526.78	872,703.86
let Income	66,526.78	872,703.86

Fund Reconciliation:			5/31/2025	
QB				
First Interstate - Checking LGIP - 1829 LGIP - 1910 Savings - Idaho Central CU <b>Total</b>	GF GF CIP GF	\$ \$ \$	9,526.40 1,301,047.64 2,521,114.11 25.00	\$ 3,831,713.15
FUNDS				
General Fund	GF	\$	1,310,599.04	
Capital Improvement Fund	CIP	\$	2,521,114.11	
Total				\$ 3,831,713.15
C.I. Fund Allocation:				
Pleasant View		\$	(50,162.27)	
Downtown		\$	125,321.91	
PF Technology		\$	2,445,954.47	
		\$	2,521,114.11	

# Post Falls Urban Renewal Agency

# Increment Received District Obligation Balance

		Pleasant View	Downtown	PF Tech Dist.	Total
Termination Date		2041	2041	2038	
	Sep-24		1,036.90	<u>=</u>	1,036.90
	Oct-24	-	24,152.24	734.64	24,886.88
	Nov-24	-	2,632.73	186.32	2,819.05
	*Dec-24	-	9,752.23	9,958.71	19,710.94
	Jan-25	5,354.31	331,566.58	644,594.12	981,515.01
Reimbursement	Feb-25	7,173.10	166,878.47	32,661.26	206,712.83
	Mar-25	-	6,224.99	6,491.14	12,716.13
	Apr-25	-	4,834.69	4,194.27	9,028.96
	May-25	-	38,032.64	23,981.94	62,014.58
	Jun-25				2
	Jul-25				-
	Aug-25				-
	Sep-25				8
Total YTD		12,527.41	585,111.47	722,802.40	1,320,441.28
Approved Obligation Obligation Balance @	3/31/25	-	6,035,511.02 4,527,030.17	-	6,035,511.02 4,527,030.17
Carry over @		- (50,162.27)	82,454.58	- 2,417,778.26	2,450,070.57

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Post Falls Urban Renewal Agency 210 E 4<sup>th</sup> Avenue Post Falls, Idaho 83854

(Space Above For Recorder's Use)

#### MINOR PROJECT REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of June, 2025, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4<sup>th</sup> Avenue, Post Falls, Idaho, 83854, hereinafter referred to as the Agency, and the Post Falls Aerie No. 3682, Fraternal Order of Eagles, Inc., an Idaho non-profit corporation, 209 E. Railroad Avenue, 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 (the "Plan") and creating the Downtown Urban Renewal District (the "District");

WHEREAS in 2024 the Agency implemented its Minor Projects Program to provide for priority reimbursement of public improvements associated with certain minor projects that promote the objectives set forth in the Plan and are authorized by such Plan.

WHEREAS the Participant is an existing business or non-profit that has a physical facility located within the District which it wishes to expand or improve, as 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 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**. Contracts for construction of the Project, verification of City approval of the Project, construction plans and related documents, including the specific contract price for the Project, are attached hereto as **Exhibit C**;

WHEREAS the Agency has reviewed the elements of the Project and concludes that the Project consists of City required physical improvements or façade or related improvements which will promote Plan objectives and are authorized by such Plan;

WHEREAS the Agency has assessed the Project's impact as it relates to increased employment, enhanced appearance, contribution to the objectives of the Plan and related factors.

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

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 abovewritten, 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 improvements 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 completed, accepted by the City, documented with respect to the actual costs of the Improvements, which shall be reviewed by the Agency's engineering consultants, and formally approved by the Agency by adoption of an Order of Approval in accordance with Commission policy. 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.

- 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.
- 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 the City, and the availability of tax increment revenues for the District.
  - The Participant shall complete the Improvements on or before the 31<sup>st</sup> day of December, 2025.
- 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 Minor Project Participant Advances.
- 6. REIMBURSEMENT OF MINOR PROJECT PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Minor Project 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 Minor Project Participant Advances from tax increment revenues of 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. Payment of other Participant Advances that are not associated with Minor Projects derived from an Owner Participation and Reimbursement Agreement executed prior to August 1, 2024, unless the subject participant has consented in writing to subordinate their reimbursement priority to Minor Project reimbursement.
  - 6.2.6. Payment of other Minor Project Participant Advances by other participants 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. Payment of the Participant's Minor Project 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 First, Second, Third and Fourth Addendums to Policy No. 7, Policy No. 18 governing reimbursement for "soft costs" and Policy No. 28 regarding reimbursement of borrowing costs. Reimbursement of Minor Project Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies. Pursuant to Policy No. 7 and its Fourth Addendum, the Participant acknowledges that the Agency's ability to reimburse for Minor Projects is limited to fifteen percent (15%) of the tax increment funds that have been received annually from the District, which may not exceed a maximum reserved balance of \$250,000. An approved Minor Project is eligible for maximum total increment tax reimbursement of \$250,000.
- 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 Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns. It may only be amended in writing signed by both Parties.

8.9. 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:

Jamè Davis, Chairperson

POST FALLS AERIE NO. 3682, FRATERNAL ORDER OF EAGLES, INC. an Idaho non-profit corporation

By:

Dianne O'Neill, President

STATE OF IDAHO	)
	) ss.
County of Kootenai	)

On this \_\_\_\_\_ day of June, 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

STATE OF IDAHO	)
	) ss.
County of Kootenai	)

On this \_\_\_\_\_ day of June, 2025, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Dianne O'Neill, proved to me on the basis of satisfactory evidence to be the President of Post Falls Eagles Auxiliary No. 3682, Inc. that executed the instrument or the person who executed the instrument on behalf of the corporation and acknowledged to me that such corporation 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** LEGAL DESCRIPTION

LOT 16, BLOCK 20, TOWN OF POST FALLS, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF DEEDS AT PAGE 208, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO

#### TOGETHER WITH

A PARCEL OF LAND BEING THE NORTH 40 FEET OF LOTS 11, 12, 13 AND ALL OF LOTS 14 AND 15, BLOCK 20, TOWN OF POST FALLS, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF DEEDS AT PAGE 208, RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11;

THENCE, NORTH 90°00'00" EAST, 150.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 15;

THENCE, SOUTH 00°00'00" WEST, 140.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15;

THENCE, NORTH 90°00'00" WEST 60.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14;

THENCE, NORTH 00°00'00" WEST, 100.0 FEET TO THE SOUTHEAST CORNER OF THE NORTH 40.0 FEET OF SAID LOT 13;

THENCE, NORTH 90°00'00" WEST, 90.0 FEET TO THE SOUTHWEST CORNER OF THE NORTH 40.0 FEET OF SAID LOT 11;

THENCE, NORTH 00°00'00" WEST, 40.0 FEET RETURNING TO THE POINT-OF-BEGINNING OF THIS DESCRIBED PARCEL OF LAND,

# **EXHIBIT B**

Companies, Projects and Amounts

A&J Excavation ; Construction entrance Subgrade Swele Prep Drywell Storm drains Asphalt Paving Inclusions	\$52,395.58
A&J Excavation ;	
Rain leaders Water service	\$\$6,694.50
Summit Concrete;	
Swele and tree curbing	
Front sidewalk only (no walkways)	\$17,000.00
AAAfixit;	
Top soil (min 4")	
Provide and plant two leaf trees	
Hidro seed 1200 sq. ft.	
Labor is volunteered	\$2,803.00
Advanced Technology Surveying;	
First Staking for Interior Curb and Sidewalk	\$5,750.00
-	

Total

84,643.08

# EXHIBIT B

# INVOICE

**A&J Excavation LLC** 5131 E Burma Rd Harrison, ID 83833 ajglynn0101@gmail.com +1 (208) 659-9092



Ship to Leif Post Falls Eagles E. Railroad Ave Post falls, Idaho 83854

Bill to Leif Post Falls Eagles E. Railroad Ave Post falls, Idaho 83854

### Invoice details

Invoice no.: 1123 Terms: Net 30 Invoice date: 12/13/2024 Due date: 01/12/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/01/2024	Construction entrance	Build, maintain, and remove construction entrance per plans	1	\$1,000.00	\$1,000.00
2.	11/01/2024	Subgrade	Excavate, and haul off all excess material in swales, parking areas, road surfaces, including subgrade under all new concrete	1	\$22,650.00	\$22,650.00
3.	11/01/2024	Swale prep	Shape and subgrade all new swale areas. Includes construction of wall along the east swale to shore neighboring property	1	\$3,985.27	\$3,985.27
4.	11/01/2024	Drywell	Purchase and install drywell per plans	1	\$6,500.00	\$6,500.00
5.	11/01/2024	Storm Drains	Purchase and install downspouts on east side of building and connect to new drywell	1	\$7,655.00	\$7,655.00
6.	11/01/2024	Asphalt Paving	Fine grade and pave up to 3' into Railroad Avenue, pave 20' wide public alley easement up to property line. Also includes 2" paving or chipseal in new parking area.	1	\$26,605.00	\$26,605.00
7.	11/01/2024	Inclusions	Price includes all labor and materials to complete above work per plans	1	\$0.00	\$0.00

	11/01/2024	Exclusions	Does not include any fine grade for concrete areas, concrete, electrical work, landscaping, topsoil, surveying, snow removal, compaction testing or any unforeseen sight conditions	ï	<b>EXHIBI</b> \$0.00	<b>T B</b> \$0.00
9.	11/07/2024	Payment agreement	Payments for project will be 1/3 down, 1/3 upon completion of subgrade, drywell, swales, rain leaders, and down spouts, final payment upon completion of all asphalt paving.	4	\$0.00	\$0.00
	Ways to	pay	Total		\$68,	395.27
	VISA 🍈 🕬	BANK <b>Pryra Vermo</b>	Payment		-\$(	68,395.27
			Balance due			\$0.00
					Paid	in Full

Main Parking Lot - gravel, 2" asphalt, grading (not urban renewal) (\$15,999.69)

\$52,395.58



# **EXHIBIT B**



Ship to Leif Post Falls Eagles E. Railroad Ave Post falls, Idaho 83854

# ESTIMATE A&J Excavation LLC

5131 E Burma Rd Harrison, ID 83833 ajgiynn0101@gmail.com +1 (208) 967-4919

### Bill to Leif Post Falls Eagles E. Railroad Ave Post falls, Idaho 83854

1

#### Estimate details

Estimate no.: 1047 Estimate date: 11/18/2024 Expiration date: 12/02/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/18/2024	Rain leaders	Purchase, install, and tie into storm sewer additional rain leaders not in original bid	1	\$1,781.86	\$1,781.86
2.	11/18/2024	Water service	Tap existing waterline, tie in new irrigation waterline and set new 1" water meter and meter boxes with stub up to accommodate new Irrigation and landscaping	1	\$4,912.64	\$4,912.64
			Total		\$	6,694.50
				Expiry date		12/02/2024

Accepted date

Accepted by

16 467"

EXHIB	IT B
	Print

Summit Concrete Inc	EMPIRE FLATS
P.O. Box 1143	EST343
Rathdrum, ID 83858	DATE
2086404497	03/31/2025
summitconcreteinc@yahoo.com	TOTAL
	USD \$17,000.00
	P.O. Box 1143 Rathdrum, ID 83858 2086404497

то

# Post falls eagles

DESCRIPTION	RATE	QTY	AMOUNT	
City curb and sidewalk		\$17,000.00	1	\$17,000.00
	TOTAL	USD \$17,000.0		17,000.00

PDF

# **EXHIBIT B**

	Leif Yde Jr.		Today's Date:	3-7-2025
For All Your & Property Treeds	(208) 818-3412 aaafixit05@gmail.com Rathdrum, Idaho		nstruction Prop	oosal
Proposal Submitted to:		Contact Name: Eag	gles president Dan	
Eagles club				
209 Railroad ave		Phone #:		
Post Falls ID				
		Phone # 2:		
		Email:		
		re en de Seulere, de la	al the frank the	Total Price
	Landscaping Quote			
Top soil for swell and other are	as ( about 4" deep), 35 cubic yards			
Provide two leaf trees( post fa	lls specs ) and plant.			A BURNER
Hidro seed 1200 sqr. ft.				
2 days labor				1.11
11. 110				\$2,950.00
	and the state of the			
A SHARE A CAMPACTER IN	<sup>1</sup> 97 - 98 - 10 - 10	where Sector Pro-		
				and other interesting
				1.1.1
	والمراجعة والمحاجمة و			
		12 20 2020 12 12/20 1 WW	20 (2011) 2 2000-0	
	"YInLN	AAAFixit Material	Handling fee (20%)	1. P

	10% 1	for over \$1,000	2
		Subtotal	\$2,950.00
military discount 5%		Discount	\$147.00
		Тах	
. <b>1</b>	<b>Fotal:</b>	\$2,80	3.00
	-	military discount 5%	military discount 5% Subtotal Discount Tax

#### **Payment as Follows:**

All work to be completed in substantial workman like manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreement is contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences leagal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent judgement.

Accepted Proposal: The above prices, specifications, and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature:





 Date
 Invoice #

 11/27/2024
 24-538

PO Box 3457 Hayden, Idaho 83835 PH (208) 772-2745 FAX (208) 762-7731

Bill To

Post Falls Eagles #3682 209 East Railroad Avenue Post Falls, ID 83854

Project				Due Date	
22-130*C PF Eagles Club Staking			12/27/2024		
Item	Quantity	Description	Rate	Serviced	Amount
Contract Billin Contract Billin		Contract Billing on Construction Staking Contract Billing on Construction Staking (Change Order)	3,000.00 2,750.00		3,000.00 2,750.00

Please Note: No final drawings will be released without payment in full. All accounts **Total** 30 days past due will be subject to 1.5% monthly interest and a \$25.00 monthly administrative fee. Accounts past 45 days will be subject to lien, unless payment arrangements have been made. We accept credit card payments for a processing fee of \$6.00.

\$5,750.00

\$5,750.00

# EXHIBIT C



# **Construction Bid Agreement**

This construction agreement was entered into on September 10th 2024 by Eagles Club with an address of 209 Railroad Avenue, Post Falls ID 83854 and AAA Fixit with an address of 3127 Hwy 53 Rathdrum, ID 83858. Contract location where the work is to be done is the Eagles Club, Post Falls Idaho, 209 Redwood Ave

This contract is to complete the outside portion of the Eagles project.

Contract covers; Hiring all contactors to do grading, all paving, drainage swells, drainage pipe for building run off, sidewalks and all curbing, All underground work (sprinklers, all piping for fire protection) trees, grass and a enclosure for the garbage can

AAA Fixit is responsible for the organization of all subcontractors and construction services as per this agreement, managing timely work completion, ordering all materials that are needed for the construction process, site cleanliness, to take all necessary precautions for all safety in general, to maintain the property, keep it clean, and safely dispose of any materials and hazardous waste.

Eagles Club has agreed to be responsible for paying all of the subcontractors, supply houses, and any materials that have not been put into the subcontractors' bid, port-a-john services. All invoices for the Eagles Club will be signed by the contractor before they are paid.

Any rentals or materials that have to be covered by AAA fixit for any reason will be subject to a 20% charge and billed through a separate billing at the end of each month

# Time and Material

All outside work is based on time and material. Most materials are included in subcontractors' bids, all other material will be provided by aaafixit and paid for by the Eagles club.

# Work Description

Front entrance is to be removed, the main swell to be on the southside of the parking lot with a small swell on the east side. Sidewalks run across the front of the property and the length of the building with curbing where needed. Underground drainage, full irrigation and all piping for the fire protection system. Concrete pad and a enclosure for the garbage can area, grass and trees.

# EXHIBIT C



The electrician will be responsible for wiring both new additions with; lights, switches and plugs. The electricians will also upgrade any wiring in the main building for the portion of the interior remodel that is needed and connecting to the existing electrical panel. Electricians are responsible for pulling their own permits

Plumbers will be responsible for all plumbing in the ground before the concrete, new plumbing for bathrooms, new plumbing for kitchen and repairing existing plumbing in the floor.

HVAC will extend new heating and air conditioning ducts into additions from existing heating and air condition systems.

AAA Fixit is not responsible for removing or moving back in any furniture dart boards pictures on walls, pool tables Etc.

AAA Fixit is not responsible for any price hikes or price fluctuations due to our economy.

# **Permit and Licenses**

The Eagles agree to compensate the contractor an amount of \$65 an hour and the contractor further agrees to invoice the client for the total amount of hours and a description of the work at the end of each month.

The parties agree that in the event that the invoices are not paid within 30 days of receipt, the contractor will be entitled to charge a late fee of \$50.00.

Disagreements shall be governed by and construed in accordance with the laws of Idaho. Any disputes or differences whatsoever arising out of or in connection with this agreement shall be submitted to arbitration in accordance with the subject of laws of Idaho.

The parties agree that any amendments made to this agreement must be in writing, where they must be signed by both parties to this agreement. Accordingly, any amendments made by the parties will be applied to this agreement

Both the parties hereby agree not to assign any of the responsibilities and disagreements to a third party unless considered by both parties in writing.

The contractor warrants to complete the services listed in this agreement as for the print requirement specifications, however the contractor does not represent or warrant that

# EXHIBIT C



such services provided in this agreement will create additional sales, exposure, brand recognition, profits or other similar benefit

The parties agree that it is the contractor's responsibility to purchase an insurance policy for the construction

The parties further agree that it is the client's responsibility to maintain and insurance that covers replacement costs in the event of fire, theft, act of nature and/or casualties

AAA Fixit contractor fees will be waived for the outside portion of the contract.

All subcontractor quotes will be held by the contractor to be viewed by the client at any time.

The parties hereby agree to the terms and conditions set forth and its agreement and it's this such is demonstrated by their signatures below.

Client's Signature **Print Name Contractors Signature Print Name** 

Date Alin /24

Date



