

POST FALLS URBAN RENEWAL MINUTES
August 25, 2022

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Chairman Jerry Baltzell called the meeting to order at 9:00 a.m. Executive Director Joseph Johns called the roll. Present, in addition to Baltzell were Commissioners Len Crosby, Jame' Davis, Christi Fleischman, Collin Coles, Melissa Hjeltness. Commissioner Eric Clemensen had an excused absence. Counselor Pete Bredeson was also present. Davis led the Pledge of Allegiance.

CEREMONIES, APPOINTMENTS AND ANNOUNCEMENTS

None

CONFLICT DISCLOSURE

None

CONSENT CALENDAR

Johns introduced the Consent Calendar. Item A in the Consent Calendar is the Commission Workshop Minutes, July 19, 2022

Item B is the Finance & Policy Committee Minutes, August 1, 2022

Item C is the Communication, Property & Personnel Committee Minutes, August 22, 2022

Item D is the payables for this month totaling **\$6,480.51**

Item E is the Bank Activity Report which shows total funds in all accounts of **\$4,580,147.22** and accrued interest for the month of **\$2,884.89**

Item F is the financial reports as of July 31, 2022.

Item G is the FY2022 Audit Engagement Letter from Anderson Brothers, CPA to perform the FY2022 Audit for an amount not to exceed \$8,750. This amount is an overall increase of \$1,275 from last year, and includes an anticipated charge of \$500 for the analysis and implementation of a new GASB Lease Accounting Standard.

Approval of the consent calendar authorized a transfer of \$6,480.51 to the First Interstate Checking Account for the monthly payables and \$2,884.89 accrued interest to the General Fund.

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

COMMITTEE UPDATES

Finance & Policy – Crosby – July Financial Statements were reviewed and approved. Submitted a list of questions about the Audit Engagement letter to the auditor, all of which were resolved. Finalized the FY2023 Budget being presented in the public hearing at this same meeting.

District Review – Davis – Nothing new to report.

Communication, Property and Personnel – Davis – Interviewed three website project candidates that had submitted proposals to rebuild the agency website. A recommendation to the full commission will be forthcoming.

CITIZEN COMMENTS

None

PUBLIC HEARING

Baltzell opened the Public Hearing for the proposed Fiscal year 2023 Budget at 9:06 am.

Treasurer Crosby presented the FY 2023 Budget. Key aspects of this year's budget include revenues from tax increment based on values provided by the Kootenai County Assessor's office. The tax increment projected in this budget is based on three factors: last years tax rates for each of the underlying tax districts, the Idaho State Tax Commission projected levy rates, and the Agency's conservative forecast based on the average change in tax increment received over the last four years. The projected levy rate continues to decline as values continue to increase. The Urban Renewal Commission closed the Expo Urban Renewal District in FY 2022 so there is no increment projected for the Expo District. Over the life of the Commission five urban renewal districts have been closed and all increased tax revenues from new development within those districts returned to the underlying tax districts and to the public. Based on the preliminary 2022 assessment values and the estimated tax levy rate the Agency is conservatively estimating a decrease in the tax increment to be received in the Center Point District. Increment for the East Post Falls, Post Falls Technology, Downtown and Pleasant View Districts are projected to increase slightly due to new and continued development within those districts. Overall, the projected tax increment in these districts is anticipated to increase approximately six percent, or \$314,900 from the increment projected in 2022. No other income is anticipated. There is no expectation of any need to transfer funds from the General Fund to meet any agency operating costs. Interest income has been conservatively projected to be \$6,000. Carryover revenues in the East Post Falls, Center Point and Post Falls Technology districts are expected to be used to fund key transportation and other public improvements. All outstanding debt has been repaid and there is no anticipated borrowing in fiscal year 2023. Total revenues, including carry-over funds, projected for fiscal year 2023 are \$8,507,721.

Two urban renewal districts will close during fiscal year 2023 resulting in a return of all additional taxes created by the new development and public improvements within the districts to the taxing entities. Underlying tax districts will receive a significant and continuing increase in tax increments from the new development stimulated by the expanded infrastructure and public improvements. Once the Center Point and East Post Falls districts close approximately \$4.5 million per year will return to the underlying taxing entities.

The main expenditures for fiscal year 2023 will continue being the reimbursement of costs associated with approved, completed and dedicated public improvements and expanded public infrastructure. Proponent reimbursements is projected to increase to \$8,301,634 as a result of closing out the East Post Falls and Center Point districts and repaying off the balance of projects that are being completed currently in these districts. All prior bond related debt related to the Greensferry Overpass was completely paid off in fiscal year 2022. The bonds were paid off twenty-one months early resulting in a savings to the public of over \$56,000 in projected interest costs. Entering fiscal year 2023 the Post Falls Urban Renewal Commission has no debt and does not plan to incur debt in the coming fiscal year.

Operating expenses for the Agency have decreased in FY 2023 by \$26,000 to \$206,087. The projected FY 2023 Operating expenses represent 3% of our projected revenue. The budget continues to contain a 5% contingency of \$5,000 and an estimated General Fund Carryover of \$75,048 is projected at the end of Fiscal Year 2023.

Total expenses for FY 2023 including payments for public improvements, contingency and general fund carryover are \$8,507,721 – the proposed budget is fully balanced

Chairman Baltzell asked if any forms for public comment had been submitted. Being none, Baltzell closed the Public Hearing @ 9:17 am for Commission deliberation and action.

UNFINISHED BUSINESS

Resolution 2022-02 Approving FY 2023 Annual Budget. Commissioner Fleischman asked if the increase in audit expenses since the creation of the proposed budget would come out of the contingency funds. Crosby answered that they would and the remaining contingency funds are expected to be sufficient. Chairman Baltzell asked for a motion to approve the resolution approving the Fiscal Year 2023 Annual Budget. Commissioner Davis made a motion to approve the FY 2023 Budget and adopt Resolution 2022-02, seconded by Coles. Roll Call Vote: Coles – Aye; Davis – Aye; Crosby – Aye; Fleischman – Aye; Hjeltness – Aye; Baltzell - Aye. Motion carried.

Third Addendum to URA Policy Number #07 – Johns presented the addendum that was previously discussed at the July 19, 2022, Commission Workshop at which time a motion was approved to forward it for consideration at this August Commission Meeting. Chairman Baltzell clarified with Johns that a motion to approve the addendum was all that is needed. Crosby commented on the addendum addressing mixed-use development and assisting with workforce housing. Commissioner Crosby made a motion to approve the Third Addendum to Policy Number 07, seconded by Davis. Roll Call Vote: Coles – Aye; Davis – Aye; Crosby – Aye; Fleischman – Aye; Hjeltness – Aye; Baltzell - Aye. Motion carried.

Projected 2023 Closing Budget – East Post Falls District. Johns stated a closing budget must be published the year prior to the closure of an urban renewal district. There will be a public hearing on September 15, 2022 to present the closing budget for the East Post Falls URD. The closure date of the East Post Falls District is December 31, 2022. The Agency can collect increment in 2023 per Idaho Code. The anticipated increment of \$3,821,196 will be used to reimburse the district proponents for public improvements. Any increment remaining after proponent reimbursement will be provided to the district's underlying tax districts. Commissioner Davis made a motion to tentatively approve the Closing Budget for the East Post Falls District and authorize staff to advertise the Public Hearing for September 15, 2022, seconded by Coles. Motion carried by voice vote.

Projected 2023 Closing Budget – Center Point District. Johns stated the same Idaho Code as previously stated for the East Post Falls District applied to the Center Point District, with a public hearing to be held on September 15, 2022 to present the closing budget for the Center Point URD. The closure date of the Center Point District is December 18, 2022. The Agency can collect increment in 2023 per Idaho Code. The anticipated increment of \$642,970 will be used to reimburse the district proponents for public improvements. Commissioner Coles made a motion to tentatively approve the Closing Budget for the East

Post Falls District and authorize staff to advertise the Public Hearing for September 15, 2022, seconded by Crosby. Motion carried by voice vote.

NEW BUSINESS

Approval of Semi-Annual Proponent Reimbursements. Johns stated per Agency policy #7, tax increment received by the Agency for each of the urban renewal districts is disbursed in February and August each year for public improvements that have been planned, completed and paid for by the proponent and dedicated to the City. August reimbursements will be distributed as follows:

<u>District</u>	<u>Proponent</u>	<u>Reimbursement</u>	<u>Remaining Obligation</u>
Tullamore	Copper Basin Construction	\$ 74,404.26	\$ 0
Tullamore Commons II	Whitewater Creek	\$ 8,811.37	\$ 132,212.08
Expo (FINAL)	Watson & Assoc.	<u>\$ 309,464.66</u>	\$ 0
	Total	\$392,680.29	

Center Point has a current balance of \$781,823.41 to be used for future improvements in the CP District. The Pointe Apartments in the Center Point District has a current balance of \$133,881.64. The Agreement between Whitewater Creek and The Pointe Partners, LLC has not been executed. The current Pointe Apartments balance will be added to the Center Point balance for the district's closing year.

The Post Falls Technology District has a current balance of \$364,452.40 for future reimbursement of public infrastructure improvements.

The EPF-S/C District has \$1,362,765.00 that will be used for the Cecil Road intersection projects. Projected increment for FY 2023 is \$2.5 M

EPF-Tullamore has a current balance of \$523,095.90 to be used for improvements in the Tullamore portion of the EPF District.

Commissioner Crosby asked Johns if there are any anticipated disbursements to taxing districts underlying the closed Expo district. Johns stated approximately \$14,000 of remaining increment existed and would be presented to the Commission at the September Commission Meeting. Commissioner Coles made a motion to approve the Semi-Annual Proponent Reimbursements as presented and authorize the transfer of \$392,680.29 to the First Interstate Bank Checking Account, seconded by Fleischman. Motion carried by voice vote.

Downtown District – A&A Construction OPA. Johns presented a revised draft OPA that was previously reviewed at the May 10, 2022, Commission Workshop. The revised document no longer contains engineer's cost estimates for a roundabout at Idaho/4th Ave pending amendment of the Downtown District Plan. Cost information pertaining to site remediation, which is accounted for in the Downtown District Plan, has been included. The updated cost information has been provided to the City for analysis. The City does not have more update to date cost estimate information than what has been submitted by the developer. Johns stated the revised draft must be approved by the Commission before it can be provided to the proponent/developer for their input. Project representative Brad Marshall, J.U.B. Engineering, provided a brief overview of the project history and a status update to the Commission. Crosby asked Counselor Bredeson to clarify the effect

of recent revisions to Agency Policy 07, particularly reimbursement differences based on industrial, commercial and residential project types, with the remediation component of this project. Bredeson responded that remediation related costs submitted for reimbursement would be subject to the Agency's consulting engineer's determination, particularly as it related to the residential aspects of the project and may result in a portion of the costs being cut out based on the current version of the Agency policy. Crosby stated his intent in seeking clarification was to address potential false expectations regarding the Agency's ability to reimburse remediation costs. Commissioner Crosby made a motion to approve the OPA, seconded by Coles. Roll Call Vote: Coles – Aye; Davis – Aye; Crosby – Aye; Fleischman – Aye; Hjeltness – Aye; Baltzell - Aye. Motion carried.

Welch Comer Task Order – Copper Basin Construction. Johns informed the Commission of a request for reimbursement from Copper Basin Construction for \$2,587,598.55 for portions of Hope Ave, Bogie Dr & Killdeer Ave in the 8th & 9th Additions of Tullamore in the East Post Falls District. The proponent has stated this is their final project reimbursement request. The submittal has been provided to the Agency's consulting engineers. Welch Comer has submitted the Task Order to review the reimbursement at a cost not to exceed \$3200. Legal counsel has reviewed the Task Order document. Commissioner Crosby made a motion to approve the Task Order, seconded by Coles. Roll Call Vote: Coles – Aye; Davis – Aye; Crosby – Aye; Fleischman – Aye; Hjeltness – Aye; Baltzell - Aye. Motion carried.

East Post Falls District – Cecil/Poleline Intersection, Request to Extend Deadline – Bill Melvin, City Engineer, provided an overview of the Cecil/Mullan and Cecil/Poleline intersection projects, together with a request to extend the existing project submittal deadline from August 31, 2022 to October 31, 2022. Crosby asked about any possible cost increases. Melvin responded that additional costs had been incurred but there was no intent to request additional funding, only to extend the noted deadline. Baltzell asked for clarification about the potential of opening the intersection (Cecil/Poleline) by the beginning of the school year. Melvin stated their goal was for the roundabout to be functioning by the school opening date and only a few smaller items, landscaping, etc... would remain. Crosby asked Johns and Bredeson if the requested extension was feasible. Both replied affirmatively, with Bredeson stating October 31, 2022, was as far out as the agency could go. Bredeson suggested that if the Commission approved the action, he would draft the necessary document for the Chairman to sign after the fact. Commissioner Coles made a motion to accept the requested deadline extension to October 31, 2022, seconded by Crosby. Roll Call Vote: Coles – Aye; Davis – Aye; Crosby – Aye; Fleischman – Aye; Hjeltness – Aye; Baltzell - Aye. Motion carried.

Center Point District – Submittal Deadline Extension Discussion. Johns stated a request to extend the submittal deadline for the Baugh Way project in the Center Point District from August 31, 2022 to November 30, 2022 had been received. The Agency's consulting engineers have recommended a revised deadline for project completion, city acceptance and submittal of costs to the agency should be absolutely no later than October 31, 2022. A written response to that effect has been provided to the proponent. The City has been advised of this request and has responded affirmatively. Crosby stated that an extension was called for based on the delays the proponent has encountered but that it should not go beyond the same date as the extension for the City's Cecil intersection projects, especially as the Center Point District is closing twelve days earlier than the close of the East Post Falls District. Johns clarified the Center Point closing date as December 18, 2022, and the December Commission Meeting date, a few days prior, as December 15, 2022. The expectation is that an Order of Approval would be

ready for the Commissions consideration at the December meeting. October 31, 2022 will be the proposed deadline, including acceptance by the City, with any later submitted costs not being reimbursable due to the pending closure of the district. Bredeson clarified there was no action necessary. Baltzell informed the full Commission that the Executive Committee would join a conference call with the proponent about their extension deadline request after adjournment of the present meeting.

STAFF REPORT

Johns reported that representatives of the Water Tower Lofts project had informed him of their desire to move ahead with their project and estimated costs would be forthcoming. The first City/Agency Quarterly staff meeting took place on Monday, August 22nd. It was well attended and informative.

COMMISSIONER COMMENTS

Commissioner Crosby thanked Johns for his attention to the items on the agenda and having them move forward. Baltzell commended Johns on keeping things together and seeking guidance from the Commissioners as needed.

CHAIRMAN COMMENT

Chairman Baltzell stated it had been a good and busy day.

ADJOURNMENT

Baltzell asked for a motion to adjourn. Commissioner Coles made the motion, seconded by Crosby. All in favor by voice vote. Meeting was adjourned at 10:00 am.

Respectfully submitted,

Joseph Johns, Executive Director

Jerry Baltzell, Chairman

11:03 AM

09/13/22

Post Falls Urban Renewal Agency - In-House Unpaid Bills Detail As of September 15, 2022

Type	Date	Num	Due Date	Aging	Open Balance
Bredeson Law Group					
Bill	09/15/2022	1050	10/15/2022		850.00
Total Bredeson Law Group					850.00
Canon Solutions America, Inc.					
Bill	09/15/2022	6001718713	10/15/2022		5.64
Total Canon Solutions America, Inc.					5.64
Coeur d' Alene Press					
Bill	09/15/2022	9887-AUG22A	10/15/2022		270.77
Bill	09/15/2022	9887-AUG22B	10/15/2022		270.77
Total Coeur d' Alene Press					541.54
ICRMP					
Bill	09/15/2022	18009-2023-1	10/15/2022		3,037.00
Total ICRMP					3,037.00
Joseph Johns					
Bill	09/15/2022	Sept2022	09/30/2022		33.99
Total Joseph Johns					33.99
Mastercard					
Bill	09/15/2022	4518-Aug22	10/15/2022		63.59
Total Mastercard					63.59
TOTAL					4,531.76

Payroll 5,182.23
9,713.99

Bank Activity Report

August 2022

Cash Section

Checking: First Interstate

Beginning Balance		\$	10,642.61
Deposits	\$	430,683.33	
Withdrawals	\$	(46,822.79)	
Ending Balance		\$	394,503.15
Outstanding Checks	\$	(385,005.92)	
Account Balance		\$	9,497.23

Idaho Central CU - Savings

Beginning Balance		\$	25.00
Interest			
Ending Balance		\$	25.00

Investment Section

LGIP General Fund 1829

Beginning Balance		\$	878,952.01
Contributions	\$	3,869.74	
Withdrawals	\$	(6,480.51)	
Ending Balance		\$	876,341.24
Outstanding Transfer	\$	-	
Account Balance		\$	876,341.24

LGIP Capital Improvements 1910

Beginning Balance		\$	3,691,676.60
Contributions	\$	34,403.80	
Withdrawals	\$	(395,565.18)	
Ending Balance		\$	3,330,515.22
Outstanding Transfer	\$	-	
Account Balance		\$	3,330,515.22

Total Funds All Accounts: \$ 4,216,378.69

August

	Interest
State Pool - LGIP 1910	\$ 5,854.12
Total	<u>\$ 5,854.12</u>

8:52 AM

09/12/22

Accrual Basis

Post Falls Urban Renewal Agency - In-House
Balance Sheet
As of August 31, 2022

Aug 31, 22

ASSETS

Current Assets

Checking/Savings

First Interstate Bank- Checking 9,497.23
LGIP1829-General Fund 876,341.24
LGIP1910-Capital Improvements 3,330,515.22
Savings - Idaho Central CU 25.00

Total Checking/Savings

4,216,378.69

Other Current Assets

Accounts Receivable - Taxes 152,767.00
FMV - State Investment Pool 9,947.00
Interest Receivable 3,000.00
Prepaid Insurance 2,641.00

Total Other Current Assets

168,355.00

Total Current Assets

4,384,733.69

TOTAL ASSETS

4,384,733.69

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Accrued Expenses 101,471.00
Accrued Vacation Payable 1,397.75
Deferred Increment Revenue 143,883.00

Payroll Liabilities

ID- Unemployment Payable 17.94
Payroll Liabilities - Other 1,748.59

Total Payroll Liabilities

1,766.53

Total Other Current Liabilities

248,518.28

Total Current Liabilities

248,518.28

Total Liabilities

248,518.28

Equity

Assigned Fund Balance 2,630,810.00
Committed Fund Balance 374,525.00
Fund Balance - General Fund -89,609.00
Nonspendable Fund Balance 2,641.00
Restricted Fund Balance 236,901.00
Unrestricted Net Assets 0.34
Net Income 980,947.07

Total Equity

4,136,215.41

TOTAL LIABILITIES & EQUITY

4,384,733.69

Post Falls Urban Renewal Agency - In-House

09/12/22

Profit & Loss

Accrual Basis

August 2022

	Aug 22	Oct '21 - Aug 22
Ordinary Income/Expense		
Income		
Interest	3,873.36	12,155.38
Center Point District	0.00	801,865.29
East Post Falls District	30,009.62	4,039,094.92
Expo District	0.00	691,581.54
Post Falls Technology District	1,509.29	229,876.67
Total Income	35,392.27	5,774,573.80
Gross Profit	35,392.27	5,774,573.80
Expense		
Advertising & Legal Notices	0.00	62.66
Audit	0.00	7,475.00
Bank Charges	0.00	0.00
Computer Repair & Maintenance	0.00	84.79
Computer Software	0.00	572.59
District Payments	392,680.29	4,680,463.79
Dues & Memberships	0.00	800.00
Engineering Services	0.00	3,200.00
Insurance	0.00	220.00
Legal Fees	1,125.00	13,000.00
Meetings	0.00	51.06
Office Supplies	50.00	478.72
Other Contract Services	0.00	55.00
Payroll Expenses	5,389.46	75,495.39
Postage, Mailing Service	0.00	58.00
Printing and Copying	16.29	163.23
Rent	0.00	7,990.00
Telephone, Telecommunications	28.99	297.38
Uncategorized Expenses	0.00	3,000.00
Website Design, Hosting & Maint	78.00	159.12
Total Expense	399,368.03	4,793,626.73
Net Ordinary Income	-363,975.76	980,947.07
Net Income	-363,975.76	980,947.07

Fund Reconciliation:

8/31/2022

QB

First Interstate - Checking	GF	\$	9,497.23
LGIP - 1829	GF	\$	876,341.24
LGIP - 1910	CIP	\$	3,330,515.22
Savings - Idaho Central CU	GF	\$	25.00
Total			<u>\$ 4,216,378.69</u>

FUNDS

General Fund	GF	\$	885,863.47
Capital Improvement Fund	CIP	\$	3,330,515.22
Total			<u>\$ 4,216,378.69</u>

C.I. Fund Allocation:

PF Technology	\$	389,452.40
CP-The Pointe	\$	806,823.41
CP-Pointe Apartments	\$	158,881.64
Expo	\$	14,496.87
EPF-Tullamore	\$	548,095.90
EPF-Tullamore Commons II	\$	-
EPF-S/Ctr	\$	1,412,765.00
	\$	<u>3,330,515.22</u>

Post Falls Urban Renewal Agency
Increment Received District Obligation Balance

Termination Date	<u>Technology Dist.</u>	<u>Center Point The Pointe</u>	<u>Pointe Apartments</u>	<u>East Post Falls</u>		<u>Commons II</u>	<u>Expo</u>	<u>Total</u>
	2038	2022	2022	2022	2022	2022	2021	
Sep-21	1072.65	-	-	373.19	2,737.02	-	2,483.68	6,666.54
Oct-21	969.65	-	-	-	-	-	4,202.95	5,172.60
Nov-21	-	-	-	9,367.30	-	-	-	9,367.30
Dec-21	2,141.49	74,284.95	-	48,459.05	-	-	6,846.52	131,732.01
Jan-22	108,701.47	356,831.16	25,598.85	1,464,847.57	704,433.96	8,811.38	319,532.11	2,988,756.50
Payment Feb-22	3,852.90	683.77	-	38,173.16	5,226.76	-	37,038.43	84,975.02
Mar-22	711.27	20,360.51	-	-	-	-	5,391.88	26,463.66
Apr-22	16,514.36	16,395.64	-	76,990.05	15,855.98	-	82,173.45	207,929.48
May-22	902.92	-	-	13,041.91	1,870.09	-	14,372.68	30,187.60
Jun-22	5,197.28	3,069.33	-	243,268.13	34,458.45	-	62,066.05	348,059.24
Jul-22	89,376.04	279,042.23	25,598.85	765,154.50	570,315.64	8,811.37	159,957.47	1,898,256.10
Payment Aug-22	1,509.29	-	-	30,009.62	-	-		31,518.91
Sep-22								-
Total YTD	230,949.32	750,667.59	51,197.70	2,689,684.48	1,334,897.90	17,622.75	694,065.22	5,769,084.96
Approved Obligation		8,138,574.84		26,287,917.00	6,498,959.82	325,000.00	4,690,883.13	45,941,334.79
Obligation Balance @ 12/31/21		-		3,918,921.23	786,802.00	149,834.83	679,568.35	5,535,126.41
Carry over @ 12/31/21	162,686.87	130,440.77	107,683.94	583,207.39	2,737.02	-	13,533.15	1,000,289.14

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is entered into as of this ____ day of September, 2022 by and between the Post Falls Urban Renewal Agency, an Idaho urban renewal agency, 201 E. 4th Ave., Post Falls, ID 83854 ("Agency"), and Pete B. Bredeson, Attorney at Law d/b/a Bredeson Law Group, of 1677 East Miles Avenue, Suite 202, Hayden Lake, Idaho 83835 ("Bredeson").

The Agency is seeking Bredeson's expertise and guidance in providing advice, counsel, and necessary documentation to the Agency regarding the operation of an urban renewal agency, including but not limited to compliance with applicable Idaho State Code, Agency structure, policies, procedures, meetings, personnel matters, urban renewal district plan formulation and related contracts or agreements and budget processes.

The period of performance under this Agreement will be October 1, 2022 through September 30, 2023.

This is a time and materials Agreement with a ceiling price not to exceed \$25,000 including travel. Labor categories and associated hourly rates to be used in the performance and pricing of work under this Agreement shall be at a rate of One Hundred Dollars (\$100.00) per hour for services provided.

The Agency will also reimburse Bredeson for general out-of-pocket expenses such as expenses associated with court filing and document recording.

Travel outside of the Coeur d' Alene / Post Falls area shall be reimbursed only if approved in advance by the Agency.

The Agency is not obligated to reimburse Bredeson for costs incurred in excess of the ceiling price specified herein.

Bredeson is not obligated to continue performance under this Agreement or otherwise incur costs in excess of the estimated cost specified in this Agreement, until the Agency;

- (i) notifies Bredeson in writing that the cost has been increased and
- (ii) provides a revised estimated total cost of performing this Agreement.

At least five (5) business days before a regular monthly meeting of the Agency, an itemization of all work performed, listing time by date for work performed by hours, down to the quarter of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, meetings, etc.*) should be invoiced to Agency.

Agency agrees to pay any and all approved invoices received from Bredeson within thirty (30) days of Agency's receipt of the same. Such time period shall be tolled in the event that Agency notifies Bredeson during the time period of a justified dispute with the billed amount.

Bredeson shall consult with representatives of the Agency at its office in Post Falls, Idaho or any other agreed upon location, by phone, in writing, including e-mail, and any other means of communication regarding activities under this Agreement.

Written work products, if any, and other documentation produced by Bredeson in performance of tasks pursuant to this Agreement will be inspected and accepted by the Agency in accordance with criteria established through mutual agreement between the Agency and Bredeson. All such work products shall be deemed the property of the Commission without waiving the attorney-client privilege or work product doctrine.

Deliverables will include documentation prepared by Bredeson pursuant to the direction of the Agency.

Bredeson shall perform all work under this Agreement at Bredeson's office in Hayden Lake, Idaho or unless otherwise specified by Agency.

Point of Contact for Agency:

Joseph Johns, Executive Director
Post Falls Urban Renewal Agency
201 E. 4th Avenue
Post Falls, ID 83854
Tel 208-777-8151

This Agreement may be terminated at any time by either party upon the provision of written notice to the other party at least fifteen (15) days prior to the effective termination date.

IN WITNESS WHEREOF the parties hereto, by their signatures below, acknowledge their mutual understanding of and commitment to the terms of this Agreement, effective as of the day and year first written above.

POST FALLS URBAN RENEWAL AGENCY

Jerry Baltzell, Chairman

BREDESON LAW GROUP

Pete B. Bredeson, Attorney at Law

THIRD ADDENDUM TO LEASE AGREEMENT

This Third Addendum to Lease Agreement (hereinafter the "Third Addendum") is entered into as of the dates set forth below by and between the Post Falls Urban Renewal Agency, an Idaho urban renewal agency, 201 E. 4th Ave., Post Falls, Idaho 83854 (hereinafter referred to as the "Tenant"), and the Post Falls Chamber of Commerce, Inc., an Idaho nonprofit corporation, 201 East 4th Avenue, Post Falls, Idaho 83854 (hereinafter referred to as the "Landlord"), collectively referred to herein as the "Parties".

RECITALS:

- A. The Parties entered into a Lease Agreement for three (3) years, with an effective date of October 1, 2015 (hereinafter the "Agreement") for the office space for the Tenant.
- B. The Parties entered into a First Addendum to Lease Agreement on December 7, 2016 to amend the "Lease Premises" to one (1) second floor northwest office (450 approx.sq.ft.) along with Common Areas (bathrooms & hallway approx. 60 sq.ft.) for a total of 510 sq. ft.
- C. The Parties entered into a Second Addendum to Lease Agreement on September 20, 2018 to extend the Lease Agreement for three (3) years terminating on September 30, 2021.

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

1. Section 1.b. of the Agreement entitled "Lease Date and Term" is hereby amended as follows:

The term of this Lease shall be for three (3) years commencing on October 1, 2021 and terminating on September 30, 2024.

2. Section 1.c. of the Agreement entitled "Base Rent" is hereby amended as follows:

The annual base rent shall be \$7,990.00 (Base Rent)

3. Section 1.d. of the Agreement entitled "Prepaid Rent" is hereby amended as follows:

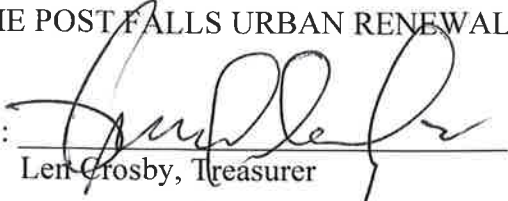
Upon execution of this Lease, Tenant shall deliver to Landlord by October 10, the sum of \$7,990.00 as prepaid rent. Tenant may terminate the Lease before the Term expires, upon which Landlord shall be required to mitigate and be entitled to the remedies as described in Section 16(a) of the Lease Agreement.

4. The other terms of the Agreement shall remain in full force and effect unless amended by this Second Addendum or any other valid modifications executed by the Parties.

DATED this 25th day of SEPTEMBER, 2021.

“Tenant”

THE POST FALLS URBAN RENEWAL AGENCY

By: 
Len Crosby, Treasurer

DATED this 8th day of August, 2021.

“Landlord”

THE POST FALLS CHAMBER OF COMMERCE, INC.

By: 
Julie Holt, Chairperson



August 31, 2022

Agency Policy #15, Section B., states, "... The Annual Administrative Fee shall be paid in August from the tax increment funds received by the Agency ...". The transfer of the Annual Administrative Fees associated with the August 2022 tax increment funds received by the Agency was not completed as part of the Agency's August administrative processes.

This transfer of funds between the Agency's General Fund accounts 1910 & 1829 shall occur effective September 16, 2022.

<u>Area/District</u>	<u>Admin Fee</u>
Pleasant View	\$ 25,000
Downtown	\$ 25,000
PF Technology	\$ 25,000
Tullamore (EPF)	\$ 25,000
Central (EPF)	\$ 25,000
South (EPF)	\$ 25,000
Point Apartments (CP)	\$ 25,000
<u>The Point (CP)</u>	<u>\$ 25,000</u>
Total GF Transfer:	\$ 200,000

The Annual Administrative Fee transfer is for the purpose of funding current and future Agency operating costs through the close of all districts.

Resolution No. 2022 – 03

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, MAKING FINDINGS CONCERNING A FISCAL YEAR 2023 CLOSING BUDGET FOR THE EAST POST FALLS URBAN RENEWAL DISTRICT AND ADOPTING SAID BUDGET.

WHEREAS the Post Falls Urban Renewal Agency is an Idaho urban renewal agency formed pursuant to Idaho Code 50-2006, and

WHEREAS the East Post Falls Urban Renewal District and Revenue Allocation Area were initially created in 2002, then amended in 2005 and 2014 with a termination date of December 31, 2022, and

WHEREAS Idaho Code Section 50-2903(5) requires that for the fiscal year that immediately predates the termination date for an urban renewal plan involving a revenue allocation area or will include the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the plan and make a determination as to whether the revenue allocation area can be terminated before January 1 of the termination year pursuant to the terms of Section 50-2909(04), Idaho Code, and

WHEREAS it has been determined that the East Post Falls Urban Renewal District and Revenue Allocation Area can be closed effective December 31, 2022, and that the revenue allocation area could not be terminated prior to January 1, 2022 since current tax year revenues were not sufficient to cover all estimated expenses for the current year and all future years. However, pursuant to Idaho Code Section 50-2905(7), the Agency shall receive an allocation of revenues from the East Post Falls Revenue Allocation Area in calendar year 2023.

NOW THEREFORE, BE IT RESOLVED BY THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. That the Agency makes the following findings of fact:

- a. That the estimated revenues of the East Post Falls Urban Renewal District for the period October 1, 2022 to September 30, 2023, including the Agency's allocation of revenues from the East Post Falls Revenue Allocation Area in calendar year 2023, are described in Exhibit A.
- b. That the estimated expenses of the Agency for the period October 1, 2022 to September 30, 2023, are described in Exhibit A.

Section 2. That the Agency does hereby adopt Exhibit A as the closing budget for the East Post Falls Urban Renewal District and Revenue Allocation Area as of the period ending September 30, 2023 and does hereby tender a copy of said budget to the Post Falls City Council.

PASSED by the Post Falls Urban Renewal Agency Commission at its regularly scheduled meeting on September 15, 2022.

Jerry Baltzell, Chairman

Exhibit A

**Post Falls Urban Renewal Agency
East Post Falls Urban Renewal District
Closing Budget**

District:	East Post Falls
Proponent(s):	City of Post Falls; Copper Basin Construction, Inc.; Whitewater Creek, Inc.
Date Created:	2002
District Plan Life:	20
Date Plan Expires:	12/31/2022
Total Urban Renewal:	\$ 34,891,041

Revenues:		Projected 2023
Tax Increment Revenue	\$	3,821,196
Total Revenues	\$	3,821,196
Expenses		
Transfer To Capital Projects	\$	2,254,698
Total Expenses	\$	2,254,698
Unallocated Residual Increment	\$	1,566,498

Resolution No. 2022 – 04

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, MAKING FINDINGS CONCERNING A FISCAL YEAR 2023 CLOSING BUDGET FOR THE CENTER POINT URBAN RENEWAL DISTRICT AND ADOPTING SAID BUDGET.

WHEREAS the Post Falls Urban Renewal Agency is an Idaho urban renewal agency formed pursuant to Idaho Code 50-2006, and

WHEREAS the Center Point Urban Renewal District and Revenue Allocation Area were initially created in 2002 with a termination date of December 18, 2022, and

WHEREAS Idaho Code Section 50-2903(5) requires that for the fiscal year that immediately predates the termination date for an urban renewal plan involving a revenue allocation area or will include the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the plan and make a determination as to whether the revenue allocation area can be terminated before January 1 of the termination year pursuant to the terms of Section 50-2909(04), Idaho Code, and

WHEREAS it has been determined that the Center Point Urban Renewal District and Revenue Allocation Area can be closed effective December 18, 2022, and that the revenue allocation area could not be terminated prior to January 1, 2022 since current tax year revenues were not sufficient to cover all estimated expenses for the current year and all future years. However, pursuant to Idaho Code Section 50-2905(7), the Agency shall receive an allocation of revenues from the Center Point Revenue Allocation Area in calendar year 2023.

NOW THEREFORE, BE IT RESOLVED BY THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. That the Agency makes the following findings of fact:

- a. That the estimated revenues of the Center Point Urban Renewal District for the period October 1, 2022 to September 30, 2023, including the Agency's allocation of revenues from the Center Point Revenue Allocation Area in calendar year 2023, are described in Exhibit A.
- b. That the estimated expenses of the Agency for the period October 1, 2022 to September 30, 2023, are described in Exhibit A.

Section 2. That the Agency does hereby adopt Exhibit A as the closing budget for the Center Point Urban Renewal District and Revenue Allocation Area as of the period ending September 30, 2023 and does hereby tender a copy of said budget to the Post Falls City Council.

PASSED by the Post Falls Urban Renewal Agency Commission at its regularly scheduled meeting on September 15, 2022.

Jerry Baltzell, Chairman

Exhibit A

**Post Falls Urban Renewal Agency
Center Point Urban Renewal District
Closing Budget**

District:		Center Point
Proponent:		The Pointe Partners LLC
Date Created:		2002
District Plan Life:		20
Date Plan Expires:		12/18/2022
Total Urban Renewal:	\$	9,563,368

Revenues:		Projected 2023
------------------	--	---------------------------

Tax Increment Revenue	\$	642,970
-----------------------	----	---------

Total Revenues	\$	642,970
-----------------------	-----------	----------------

Expenses

Transfer To Capital Projects	\$	642,970
------------------------------	----	---------

Total Expenses	\$	642,970
-----------------------	-----------	----------------

THIRD ADDENDUM TO MASTER OWNER PARTICIPATION AND REIMBURSEMENT
AGREEMENT AND PROJECT SPECIFIC OWNER PARTICIPATION AND
REIMBURSEMENT AGREEMENT

This Third Addendum to Master Owner Participation and Reimbursement Agreement and Project Specific Owner Participation and Reimbursement Agreement (hereinafter “Third Addendum”) is entered into as of the dates set forth below by and between the Post Falls Urban Renewal Agency, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, Idaho 83854 (hereinafter “PFURA”), and The Pointe Partners, LLC, a Utah limited liability company, 12777 S. 300 W., Idaho Falls, Idaho 83404 (hereinafter “POINTE PARTNERS”).

RECITALS:

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

WHEREAS, in 2002 the City Council of the City of Post Falls, Idaho adopted the Center Point Urban Renewal Plan (hereinafter the “Plan”) establishing the Center Point Revenue Allocation Area (hereinafter the “District”).

WHEREAS, on May 18, 2013 POINTE PARTNERS was assigned a Master Owner Participation and Reimbursement Agreement (hereinafter the “MOPA”) between PFURA and The Pointe, LLC, a Delaware limited liability company (hereinafter the “Predecessor Developer”) as well as a Project Specific Owner Participation and Reimbursement Agreement (hereinafter the “PSOPA”) between PFURA and the predecessor developer.

WHEREAS, POINTE PARTNERS has constructed projects in connection with the Plan for which it is entitled to be reimbursed from tax increment revenues generated in the District.

WHEREAS, in 2017 POINTE PARTNERS and PFURA executed a First Addendum to the MOPA and PSOPA (hereinafter the “First Addendum”) sanctioning reimbursement from tax increment revenues for a sewer lift station and certain street improvements located in the District that were not referenced in the MOPA or PSOPA, even though such improvements were either referenced in the Plan or allowed by the purposes and goals thereof.

WHEREAS, in 2022 POINTE PARTNERS and PFURA executed a Second Addendum to the MOPA and PSOPA (hereinafter the “Second Addendum”) sanctioning reimbursement from tax increment revenues for street improvements located in the District that were not referenced in the MOPA or PSOPA, even though such improvements are allowed by the purposes and goals of the Plan. Also, the PSOPA does reference a street in the same location named “Cabela’s Drive” with an estimated cost of over \$2,000,000.00.

WHEREAS, PFURA and POINTE PARTNERS now wish to execute this Third Addendum to amend a submittal deadline date that is reference in the Second Addendum.

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

1. Amendment to Section 2 of the PSOPA. Section 2 of the PSOPA entitled “Financial Agreement” is amended as follows:

“POINTE PARTNERS understands and acknowledges that the Center Point District has a finite life, and that all reimbursements/payments must be completed prior to the District maturity date of December 18, 2022. POINTE PARTNERS also understands and acknowledges that any costs or other obligations associated with the Street or any other improvements authorized by the MOPA, PSOPA or First Addendum which are not documented and provided to the Agency by ~~October~~ August 31, 2022 will not be reimbursed and will not be an obligation or liability of the Agency.”

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

POST FALLS URBAN RENEWAL AGENCY

Jerry Baltzell, Chairman

Date

THE POINTE PARTNERS, LLC

By: KW POINTE, LLC
Its: Manager

Kip Wadsworth, Manager

Date

WEBSITE DESIGN CONTRACT

This website design contract is between the Post Falls Urban Renewal Agency and Taryn Hecker Media, LLC. This contract is effective upon acceptance and signature by both parties. The target completion date for this project is approximately 8 weeks after the effective date.

SERVICES

Taryn Hecker Media, LLC, will execute a re-design of the Post Falls Urban Renewal Agency website with feedback and input from Post Falls URA Executive Director Joe Johns.

PAYMENT

Client agrees to direct pay the following costs associated with the website design at the commencement of the contract:

Website Hosting via WP Engine **\$270/year**

Domain Registration via Russell Mann **\$49.95/year** (20% discount for paying 5 years upfront)

Software licensing - Divi Theme for Wordpress **\$250**

Note: Taryn Hecker Media will coordinate with Joe Johns on these purchases.

Client agrees to pay Taryn Hecker Media, LLC, the following for website design/technical services and related expenses as outlined below:

Additional software licensing **\$160**

Website setup **\$750**

Includes set up of WP Engine, Divi Theme, WP Rocket (caching/speed), WP Bruiser (anti-spam), Google Site Kit (analytics), Post SMTP, Imagify (image optimization), Stream (log activity), Redirection (URL change utility), Yoast (SEO utility), SSL certificate. To be performed by subcontractor Russell Mann (Estimate 5 hours/\$150 per hour).

Website Design **\$1500**

To be performed by Taryn Hecker (Estimate 12 hours/\$125 per hour)

TOTAL PAYABLE TO TARYN HECKER MEDIA, LLC: \$2410

By signing below, client agrees to pay Taryn Hecker Media, LLC, \$1205 upon commencement of website design with the balance due upon completion of the website. If client wishes to have website updates or changes after completion of this project, all work will be billed at Taryn Hecker Media's hourly rate (currently \$125/hour).

Client signature: _____

Client printed name/title: _____

Date: _____

Taryn Hecker Media, LLC

Date: _____

Resolution No. 2022 – 05

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, MAKING FINDINGS CONCERNING THE EXISTENCE OF SURPLUS COLLECTED REVENUES AND TO RETURN SAID REVENUES TO THE APPROPRIATE TAXING DISTRICTS

WHEREAS the Expo Urban Renewal Plan and Revenue Allocation Area have been terminated as of November 6, 2021, and

WHEREAS the Board of Commissioners of the Post Falls Urban Renewal Agency has determined the extent of its remaining obligations associated with the close out of the Expo Urban Renewal Plan.

NOW THEREFORE, BE IT RESOLVED BY THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. That the Agency makes the following findings:

- a. That the Agency has covered all outstanding financial obligations of the Expo Urban Renewal Plan, and in fact will has an unanticipated surplus \$14,496.87 of collected revenues to tender to the appropriate Kootenai County taxing districts.

Passed by the Post Falls Urban Renewal Agency this **15th** day of **September, 2022**.

Jerry Baltzell, Chairman

Expo Urban Renewal District - CLOSED

Tax Increment Balance to be rebated: **14,496.87**

LEVY RATE DATA SOURCE: KC TREASURER VIA WWW.KCGOV.US				GROUPED FOR URD	% OF TOTAL LEVY RT FOR URD	Allocated Rebate Amounts:
1-KOOTENAI CO						
REVALUATION	0		0.000113459			
HISTORICAL SOCIETY	0		0.000000822			
NOXIOUS WEEDS	0		0.000013037			
HEALTH UNIT	0		0.000029414			
DISTRICT COURT	0		0.000228862			
COUNTY FAIR	0		0.000004502			
JUSTICE FUND	0		0.001305439			
AIRPORT	0		0.000004915			
INDIGENT	0		0			
LIABILITY INSURANCE	0		0.000028875			
CURRENT EXPENSE	0		0.000243433			
PARKS & REC	0		0.00001535			
			0.001988108	23.71%		3,437.30
210-CITY POST FALLS						
HD#1-POST FALLS-M&O	0		0.000042684			
CITY OF POST FALLS	0		0.003413995			
			0.003456679	41.23%		5,976.35
255-KC FIRE & RESCUE						
KOOTENAI CO FIRE & RESCUE	0		0.001618203			
			0.001618203	19.30%		2,797.76
271-COMM LIBRARY NET J						
KOOTENAI CONSOLIDATED LIBRARY	0		0.000236			
			0.000236	2.81%		408.03
351-N ID COLLEGE						
NORTH IDAHO COLLEGE	0		0.000649505			
			0.000649505	7.75%		1,122.95
354-KOOTENAI-EMS						
KOOTENAI CO EMS 47173	0		0.000115613			
			0.000115613	1.38%		199.89
232-SCHOOL DIST #273-BOND						
SCHOOL DIST #273-POST FALLS	0		0.000521095			
232-SCHOOL DIST#273-OTHER						
SCHOOL DIST #273-POST FALLS	0		0.000014919			
			0.000014919	0.18%		25.79
232-SCHOOL DIST #273-SUPP						
SCHOOL DIST #273-POST FALLS SUPP	0		0.00085461			
225-PF HIGHWAY #1-POST FALLS						
HD#1-DIST-SPECIAL BRIDGE	0		0.000257824			
HD#1-DIST-TORT	0		0.000005347			
HD#1-DIST-M&O	0		0.000042684			
			0.000305855	3.65%		528.80
490-S/A-Aquifer Prot District						
Aquifer Protection District	0					
YEAR: 2021				0.008384882	100.00%	14,496.87