



Post Falls Urban Renewal Agency
November 17, 2022 Meeting
9:00 am, Post Falls City Hall

1. Call to Order, Commissioner Roll Call and Pledge of Allegiance
2. Ceremonies, Appointments and Announcements
3. Conflict Disclosure
4. Consent Calendar **ACTION ITEMS**
 - a. Commission Minutes, October 20, 2022
 - b. Payables
 - c. Bank Activity Report
 - d. Financial Reports
5. Committee Updates
 - a. Finance and Policy – Crosby
 - b. District Review - Coles
 - c. Communications, Property & Personnel - Davis
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. Presentation – Dena Naccarato, Superintendent of Schools, Post Falls School District No. 273
8. Unfinished Business
 - a. Order of Approval – Copper Basin Construction, Inc. (EPF-Tullamore) **ACTION ITEM**
9. New Business
 - a. Welch Comer Task Order – The Pointe Partners LLC (Center Point) **ACTION ITEM**
 - b. Project Update, J. Dicker, Beyond Green, Inc. (PF Technology)
10. Staff Report and Updates
11. Commissioner Comments
12. Chairman Comments
13. Adjournment

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

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

POST FALLS URBAN RENEWAL MINUTES
October 20, 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 Jame' Davis, Eric Clemensen, Christi Fleischman, Melissa Hjeltness, and Collin Coles. Commissioner Crosby had an excused absence. 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 Meeting Minutes, September 15, 2022.

Item B is the payables for this month totaling \$7,593.46.

Item C is the Bank Activity Report which shows total funds in all accounts of \$4,202,688.76 and accrued interest for the month of \$5,568.23.

Item D is the financial reports as of September 30, 2022.

Approval of the consent calendar will authorize a transfer of \$7593.46 to the First Interstate Checking Account for the monthly payables and \$5,568.23 accrued interest to the General Fund.

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

COMMITTEE UPDATES

Finance & Policy – Fleischman – September financial statements were reviewed and approved by Commissioner Crosby.

District Review – Coles – Nothing to report.

Communication, Property & Personnel – Davis – Nothing to report.

CITIZEN COMMENTS

None

UNFINISHED BUSINESS

East Post Falls URD – Cecil Road intersection projects presentation/update. Rob Paulus, Asst. City Engineer, City of Post Falls, provided an informative presentation on the completed Cecil Road intersection projects located at the intersections of Cecil/Poleline Ave. and Cecil/Mullan Ave.

Downtown URD – Owner Participation Agreement, A&A Construction, Inc. Johns provided a review of the prior commission meetings and workshops at which the agreement, and the information incorporated into the agreement, was given prior consideration. Chairman Baltzell asked if any changes had been made since their last consideration of the document. Counselor Bredeson stated the proponent made a few changes that he reviewed and determined not to be material enough to require further discussion. Baltzell asked for any additional questions or comments. Hearing none Baltzell called for a motion to approve the OPA as provided. Commissioner Coles made a motion to approve the OPA and authorize the Chairman to sign the agreement, seconded by Fleischman. Roll call vote: Hjeltness – Aye; Fleischman – Aye; Clemensen – Aye; Coles – Aye; Davis – Aye; Baltzell – Aye. Motion carried.

NEW BUSINESS

None

STAFF REPORT

Johns reported the Website Project was underway with the initial setup of the new pfura.com site completed and the migration of content in process. Ongoing communication with the service provider, Taryn Hecker Media, has been excellent.

Pleasant View District - Taylor Varley, CFO of Tran-System, has reported that updated project plans were received by Trans-System in September and updated costs were expected from the contractor. The Agency has not received any of the updated information at this time. The project's OPA process is ongoing.

Initial discussions with Brian Shull, Anderson Brothers CPAs, have taken place regarding the FY2022 Audit. The majority of the financial documentation necessary for the FY2022 Audit has been transmitted to the auditor.

COMMISSIONER COMMENTS

None

CHAIRMAN COMMENTS

Baltzell shared that a lot of work was happening throughout the community and it all appeared to be going well and managed well, which is a tribute to Post Falls. He expressed appreciation for the opportunity to have a small part in the process and looks forward to all that is expected in the future for Post Falls, especially in the downtown area as projects develop.

ADJOURNMENT

Baltzell called for a motion to adjourn. Clemenson made the motion, seconded by Coles. All in favor by voice vote. Meeting was adjourned at 9:35 a.m.

Respectfully submitted,

Joseph Johns, Executive Director

Jame' Davis, Vice Chair

10:52 AM

11/14/22

Post Falls Urban Renewal Agency - In-House Unpaid Bills Detail As of November 17, 2022

Type	Date	Num	Due Date	Aging	Open Balance
Association of Idaho Cities					
Bill	11/17/2022	300001159	12/17/2022		500.00
Total Association of Idaho Cities					500.00
Bredeson Law Group					
Bill	11/17/2022	1059	12/17/2022		525.00
Total Bredeson Law Group					525.00
Canon Solutions America, Inc.					
Bill	11/17/2022	6002318000	12/17/2022		9.70
Total Canon Solutions America, Inc.					9.70
Joseph Johns					
Bill	11/17/2022	Nov2022	12/02/2022		33.88
Total Joseph Johns					33.88
Mastercard					
Bill	11/17/2022	4518-Oct22	12/17/2022		175.26
Total Mastercard					175.26
Welch/Comer					
Bill	11/17/2022	11383000-011	12/17/2022		2,400.00
Total Welch/Comer					2,400.00
TOTAL					3,643.84

PAYROLL 5,441.35

9,085.19

Bank Activity Report

October 2022

Cash Section

Checking: First Interstate

Beginning Balance		\$	15,804.52
Deposits	\$	17,804.40	
Withdrawals	\$	(22,882.40)	
Ending Balance		\$	10,726.52
Outstanding Checks	\$	(1,253.50)	
Account Balance		\$	9,473.02

Idaho Central CU - Savings

Beginning Balance		\$	25.00
Interest			
Ending Balance		\$	25.00

Investment Section

LGIP General Fund 1829

Beginning Balance		\$	1,073,881.68
Contributions	\$	7,251.45	
Withdrawals	\$	(15,583.46)	
Ending Balance		\$	1,065,549.67
Outstanding Transfer			
Account Balance		\$	1,065,549.67

LGIP Capital Improvements 1910

Beginning Balance		\$	3,119,309.64
Contributions	\$	7,788.59	
Withdrawals	\$	(5,568.23)	
Ending Balance		\$	3,121,530.00
Outstanding Transfer			
Account Balance		\$	3,121,530.00

Total Funds All Accounts:

\$ 4,196,577.69

October

	Interest
State Pool - LGIP 1910	<u>\$ 6,745.36</u>
Total	<u>\$ 6,745.36</u>

Post Falls Urban Renewal Agency - In-House

Balance Sheet

As of October 31, 2022

	Oct 31, 22
ASSETS	
Current Assets	
Checking/Savings	
First Interstate Bank- Checking	9,473.02
LGIP1829-General Fund	1,065,549.67
LGIP1910-Capital Improvements	3,121,530.00
Savings - Idaho Central CU	25.00
Total Checking/Savings	4,196,577.69
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	4,364,932.69
TOTAL ASSETS	4,364,932.69
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Expenses	101,471.00
Accrued Vacation Payable	1,884.19
Deferred Increment Revenue	143,883.00
Payroll Liabilities	
ID- Unemployment Payable	9.42
Payroll Liabilities - Other	1,748.59
Total Payroll Liabilities	1,758.01
Total Other Current Liabilities	248,996.20
Total Current Liabilities	248,996.20
Total Liabilities	248,996.20
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	967,077.16
Net Income	-6,408.67
Total Equity	4,115,936.49
TOTAL LIABILITIES & EQUITY	4,364,932.69

3:21 PM

Post Falls Urban Renewal Agency - In-House

11/08/22

Profit & Loss

Accrual Basis

October 2022

	Oct 22	Oct 22
Ordinary Income/Expense		
Income		
Interest	7,252.03	7,252.03
East Post Falls District	2,220.36	2,220.36
Total Income	9,472.39	9,472.39
Gross Profit	9,472.39	9,472.39
Expense		
Advertising & Legal Notices	197.36	197.36
Legal Fees	175.00	175.00
Payroll Expenses	5,738.94	5,738.94
Printing and Copying	21.88	21.88
Rent	7,990.00	7,990.00
Telephone, Telecommunications	33.88	33.88
Website Design, Hosting & Maint	1,724.00	1,724.00
Total Expense	15,881.06	15,881.06
Net Ordinary Income	-6,408.67	-6,408.67
Net Income	-6,408.67	-6,408.67

Fund Reconciliation:

10/31/2022

QB

First Interstate - Checking	GF	\$	9,473.02	
LGIP - 1829	GF	\$	1,065,549.67	
LGIP - 1910	CIP	\$	3,121,530.00	
Savings - Idaho Central CU	GF	\$	25.00	
Total				<u>\$ 4,196,577.69</u>

FUNDS

General Fund	GF	\$	1,075,047.69	
Capital Improvement Fund	CIP	\$	3,121,530.00	
Total				<u>\$ 4,196,577.69</u>

C.I. Fund Allocation:

Pleasant View	\$	(25,000.00)
Downtown	\$	(25,000.00)
PF Technology	\$	364,539.47
CP-The Pointe	\$	781,823.77
CP-Pointe Apartments	\$	133,881.64
EPF-Tullamore	\$	523,645.46
EPF-Tullamore Commons II	\$	-
EPF-S/Ctr	\$	1,367,639.66
	\$	<u>3,121,530.00</u>

Post Falls Urban Renewal Agency
Increment Received District Obligation Balance

Termination Date	<u>Pleasant View</u>	<u>Downtown</u>	<u>PF Tech Dist.</u>	<u>Center Point The Pointe</u>	<u>Pointe Apartments</u>	<u>East Post Falls</u>		<u>Commons II</u>	<u>Total</u>
	2041	2041	2038	2022	2022	South/Central 2022	North-Tullamore 2022	2022	
Sep-22	-	-	87.07	0.36	-	3,203.86	-	-	3,291.29
Oct-22	-	-	-	-	-	1,670.80	549.56	-	2,220.36
Nov-22									-
Dec-22									-
Jan-23									-
Feb-23									-
Mar-23									-
Apr-23									-
May-23									-
Jun-23									-
Jul-23									-
Aug-23									-
Sep-23									-
Total YTD	-	-	87.07	0.36	-	4,874.66	549.56	-	5,511.65
Approved Obligation	-	-	-	8,138,574.84	-	26,287,917.00	6,498,959.82	325,000.00	41,250,451.66
Obligation Balance @ 9/30/22	-	-	-	-	-	2,170,182.38	-	132,212.08	2,302,394.46
Carry over @ 9/30/22	-	-	364,539.47	781,823.77	133,881.64	1,365,968.86	523,095.90	-	3,169,309.64

POST FALLS URBAN RENEWAL AGENCY ORDER OF APPROVAL

East Post Falls District - Copper Basin Construction Inc.

WITNESSETH:

WHEREAS the following described Participant has either submitted a request for reimbursement pursuant to the terms of the following described Participation Agreement, and/or is requesting an amendment to the terms of the Participation Agreement:

- (1) Participant: Copper Basin Construction Inc.
P.O. Box 949
Hayden, ID 83835,
- (2) Participation Agreement: August 21, 2014,
- (3) Requested Action: Reimbursement of Participant expenditures in the amount of \$2,390,055.25 comprising hard costs and soft costs of construction for portions of Hope Ave, Bogie Drive and Killdeer Ave, and being a part of Phases 1 & 2, Tullamore 8th Addition and Tullamore 9th Addition in the Tullamore Project area in the East Post Falls North Urban Renewal District.

Hereinafter referred to as the Request, and

WHEREAS the Post Falls Urban Renewal Agency, hereinafter referred to as the Agency has had the Request reviewed by staff, and staff has submitted findings and recommendations to the Commission of the Agency.

NOW, THEREFORE, the Board of Commissioners of the Post Falls Urban Agency does hereby make the following findings of fact:

- The Request is in compliance with the terms of the Agreement.
- The costs are in line with the initial engineer estimates of cost and are supported by invoices for the total request.
- The invoices and on-site work have been reviewed for the Agency by outside engineering firm Welch-Comer with a recommendation of payment.
- That the constructed publicly-owned infrastructure associated with this Request has been accepted by the City of Post Falls.
- Pursuant to the Participation Agreement, reimbursement is limited to available tax increment revenues from the District. Therefore, if such increment that is received by the Agency during the remaining life of the District is insufficient to fully reimburse the Participant in the amount set forth herein, the Agency shall have no obligation or ability to pay any remaining balance as its power to do so will have terminated pursuant to Idaho Code § 50-2909.

BASED UPON THESE FINDINGS, the Commission does hereby approve reimbursement of Participant expenditures in the amount of \$2,390,055.25 to be paid from available tax increment

revenues in the East Post Falls North Urban Renewal District.

ADOPTED this 17th day of November, 2022 by:

POST FALLS URBAN RENEWAL AGENCY

By: _____

Jame' Davis, Vice Chair

November 8, 2022

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

Re: Reimbursement Request for the Tullamore 8th & 9th Addition

Dear Joe:

The Post Falls Urban Renewal Agency (URA) secured the services of Welch Comer & Associates, Inc. to perform a cursory review and cost verification for the Tullamore Eighth and Ninth Addition Reimbursement Request. This request includes the following four scopes of work: Hope Ave & Bogie Dr Extension – Phase 1, Hope Ave & Bogie Dr Extension – Phase 2, Bogie Dr & Killdeer Ave – Tullamore 8th Addition, and Bogie Dr & Killdeer Ave – Tullamore 9th Addition.

Construction Costs (Hard Costs)

The Proponent, Copper Basin Construction, requested \$2,192,880.13 in construction cost reimbursements. Welch Comer performed an independent cost estimate of the work that was completed. In comparison to the independent estimate, it was concluded that the actual project construction costs were consistent with recent competitive bids.

Soft Costs

The Proponent originally requested \$394,718.42 in soft cost reimbursements, but only chose to provide invoicing to cover \$197,866.03 in soft costs. Of that amount, \$690.91 was for non-eligible permit fees and other fees. This leaves \$197,175.12 which was requested for eligible soft cost expenses in accordance with Post Falls URA policy #18. (This amount is below the maximum threshold of 12% of hard costs.)

Recommendation

Based on this information, Welch Comer recommends that \$2,390,055.25 be reimbursed with the understanding that the URA cannot reimburse more than the available money in the district. Please feel free to contact me if you have any questions.

Sincerely,



Matthew R. Gillis, P.E.
Vice President

MRG/jrg

Task Order

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

1. Specific Project Data:
 - A. Title: Wadsworth Construction Pointe at Post Falls 4th Addition (Baugh Way) Submittal Review
2. Services of Engineer:
 - A. Review the Wadsworth Construction Reimbursement – October 2022.
 - B. Perform a cursory review of project cost summary and supporting documentation provided by the Owner, and gather remaining data determined necessary by Engineer to complete the review.
 - C. Review City of Post Falls records for infrastructure acceptance.
 - D. Identify and review work performed for eligibility of reimbursement.
 - E. If eligible, determine if costs are consistent in Engineer's opinion for work of similar scope and complexity.
3. Assumptions:
 - A. This review is not intended to provide the level of effort needed for an "audit".
4. Owner's Responsibilities:
 - A. The Owner will provide to Engineer all criteria and full information as the Owner's requirements for the Project including design objectives and constraints, space, capacity, performance requirements, flexibility and expandability, and any budgetary limitations. Furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.
 - B. The Owner will furnish to Engineer as required for performance of Engineer's services, data prepared by or services of others, if available including, without limitation: borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, surveys of record, property descriptions, zoning, deed and other land use restrictions, and other special data or consultations as may be available. All of which may use and rely upon in performing services under this Agreement.
 - C. The Owner will arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

5. Payments to Engineer

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Compensation for Services</i>
Costs Verification	Lump Sum Amount	\$3,200

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

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

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

The Effective Date of this Task Order is _____, 2022.

OWNER:
Post Falls Urban Renewal Agency

ENGINEER:
Welch Comer & Associates, Inc.

By: _____

By:  _____

Name: _____

Name: Matt Gillis, P.E.

Title: _____

Title: Vice President

Firm's Certificate No. C-273
State of: Idaho

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joseph Johns

Name: Matt Gillis, P.E.

Title: Executive Director

Title: Vice President

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

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

E-Mail Address: postfallsura@gmail.com

E-Mail Address: mgillis@welchcomer.com

Phone: 208-777-8151

Phone: 208-664-9382

Fax: _____

Fax: 208-664-5946