



Post Falls Urban Renewal Agency
October 17, 2024 Meeting
9:00 am, Post Falls City Hall

Amended Agenda

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, September 19, 2024
 - b. Commission Workshop Minutes, September 19, 2024
 - c. Communication, Property & Personnel Committee Minutes, September 26, 2024
 - d. Payables
 - e. Bank Activity Report
 - f. Financial Reports
5. Committee Updates
 - a. Finance and Policy – Crosby
 - b. District Review - Coles
 - c. Communications, Property & Personnel - Hjeltness
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. 4th Addendum to Agency Policy #7 – Minor Projects Program **ACTION ITEM**
 - b. Public Representation Materials & Information
8. New Business
 - a. Internet Service Provider Agreement **ACTION ITEM**
9. Staff Report and Updates
10. Commissioner Comments
11. Chairman Comments
12. Adjournment

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

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

POST FALLS URBAN RENEWAL MINUTES
September 19, 2024

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Chairman Jamè Davis called the meeting to order at 9:00 a.m. Executive Director Joseph Johns called the roll. Present, in addition to Davis were Commissioners Eric Clemensen, Pat Leffel, Collin Coles, Len Crosby and Melissa Hjeltness. Commissioner Christi Fleischman was absent. Counselor Pete Bredeson was also present. Coles 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, August 15, 2024

Item B is the District Review Meeting Minutes, September 4, 2024

Item C is the payables for this month totaling \$11,615.45

Item D is the Bank Activity Report which shows total funds in all accounts of \$2,954,877.53 and accrued interest for the month of \$7,981.65

Item E is the financial reports as of August 31, 2024.

Item F is the FY2025 Legal Services Contract.

Approval of the consent calendar will authorize a transfer of \$11,615.45 to the First Interstate Checking Account for the monthly payables and \$7,981.65 accrued interest to the General Fund

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

COMMITTEE UPDATES

Finance & Policy – Crosby – Commissioner Clemensen reviewed the monthly financial reports.

District Review – Coles – A District Review meeting was held September 4th, the meeting minutes are part of consent calendar.

Communication, Property and Personnel – Hjeltness – Nothing to report.

CITIZEN COMMENTS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

None

STAFF REPORT

Johns reported The Prairie Crossing commercial development in the PF Tech District is moving forward with continued installation of frontage improvements and preparations for the construction of Trade Avenue and Zorros Road. A call was received from a representative of the property to the east of Zorros Road making inquiries about the width of Zorros Road and the design of the road. Information available through public records was provided.

On August 28th a second meeting with representatives of A&A Construction occurred for the purpose of discussing the Minor Projects Program. An analysis of the fiscal impact to their projected reimbursement timeline was provided, should they be willing to amend the current Owner Participation Agreement between A&A Construction and the Agency.

The Agency office recently experienced a variety of unanticipated IT related issues due to a change of the Chamber of Commerce's local IT support provider, resulting in changes to the buildings internal network & internet service provider. Any changes to Agency operations and processes as a result of this IT issue with the Chamber, including impact to our FY25 budget, will be documented and presented to the Finance & Policy Committee and the Communications, Property and Personnel Committee. Minimal impact to the FY2025 Operating Budget is expected due to internet service costs and a change of the IT services provider.

A second inquiry was received from the Post Falls Eagles seeking potential tax increment funding support for their remodeling project requiring frontage and alley improvements. A Project Questionnaire was provided to their representative. Johns informed them that the Agency is currently in the process of developing the Minor Projects Program, but that it is a work in progress at this time.

Commissioner Crosby asked Johns if any response had been received from A&A Construction. Johns stated there has not been a response received. Crosby suggested Johns contact them to see if they intend to provide a response. Crosby reported that the meeting with A&A Construction went well and it was possible to show them the Minor Project Program would a small impact on their reimbursement if they were to agree to an amendment to the OPA. Crosby also asked Johns if the Eagles indicated how much funding assistance they are looking for. Johns responded that the representative was uncertain about the amount they would be seeking but that their total project cost was approximately \$175,000.

COMMISSIONER COMMENTS

No additional comments or questions.

CHAIRMAN COMMENT

None

ADJOURNMENT

Davis asked for a motion to adjourn. Commissioner Crosby made the motion, seconded by Hjeltness. All in favor by voice vote. Meeting was adjourned at 9:09 am.

Respectfully submitted,

Joseph Johns, Executive Director

Jamé Davis, Chairman

POST FALLS URBAN RENEWAL MINUTES

Workshop Minutes

September 19, 2024 – Chamber of Commerce – Board Room

CALL TO ORDER, ROLL CALL

Chairman Jamè Davis called the meeting to order at 9:20 a.m. Executive Director Joseph Johns called the roll. Present, in addition to Davis were Commissioners Collin Coles, Eric Clemensen, Melissa Hjeltness, Len Crosby, and Pat Leffel. Commissioner Fleischman was absent. Counselor Pete Bredeson was also present.

CONFLICT DISCLOSURE

None

CITIZEN COMMENT

None

MINOR PROJECTS PROGRAM. Executive Director Johns informed the Commission of the process by which the Minor Projects Program documentation was initially drafted and subsequently reviewed/ revised by both Johns and Counselor Bredeson. Crosby asked Bredeson if agency policy was amended to include the Minor Projects Program, could the district plan for any new district include the language, “such minor projects as may come to the attention of the Commission and are determined by the Commission to be in keeping with the guidelines and objectives of the district”? Bredeson stated he thought it would be fine as long as projects met the district plan objectives. Crosby provided an overview of the August 28, 2024, meeting with representatives of A&A Construction about the Minor Project Program guidelines and the potential of implementing it in the Downtown District. At the meeting Johns provided an impact analysis to the reimbursement of A&A Construction in the Downtown District should they agree to an amendment of the current OPA. Commissioner Coles would prefer the use of “ancillary projects” or something other than “minor projects” for the program name since such projects could lend toward the completion of major projects contained in a district plan. Additionally, the specification of business types, particularly non-profits, should not be contained in the program guidelines according to Coles. Commissioner Davis responded the intent is to prevent any existing business from being left out. Among the business community there is a perspective that urban renewal funds only go to benefit new businesses. Crosby added that the proposed program facilitates an expansion of existing districts to benefit existing businesses and it isn’t intended to attract new employers into a district. Commissioner Clemensen asked if the program could be characterized as a means to fund unfunded mandates. Coles confirmed and commented further the program addresses projects having nothing to do directly with jobs. It could provide for filling in infrastructure gaps or complete a missing link of existing infrastructure. Crosby noted prior processes of addressing, with the City, projects beneficial to the community toward the end of a district’s life, such as the roundabouts constructed by the City when the East Post Falls District came to a close. Coles would like addressing such projects during the formation of a district. These projects could be identified by the City and a percentage of the anticipated increment revenue covering their estimated cost could be withheld up front and put into a fund for the projects. Crosby responded that while it’s possible for the City to identify projects to be put into a plan, it’s not possible to know projects clearly enough twenty years ahead of time. Coles stated the City knows what needs to get done, but whether it gets done or not is the issue. There needs to be a means to set funds aside for fill-in projects which is what the whole concept should be. Crosby believes that is already built into the program as it is. Bredeson added that “minor projects” is a pretty open, general term which is why he created it, used it. Crosby clarified that the current proposed program has a project limit of \$250,000 which is defensible while allowing urban renewal to help existing businesses. Davis agreed that the name Minor Projects provides a good description. Clemensen asked whether the amount set aside is to be \$250K per year, for the life of the district, or per project? Crosby

responded that in the meeting with A&A Construction it was explained that a limit of \$250K would come out with future proponent/participants, but that their OPA couldn't be amended without their consent. Johns clarified that fifteen percent of the annual increment tax received would go into the minor projects fund with the fund having a cap of \$250K. In years when the fund held \$250K, and no minor projects are being funded, all the incoming increment tax received would go toward reimbursement of the existing obligations to proponent/developers. This concept was viewed favorably by A&A Construction. Johns described an impact analysis presented to A&A Construction at the meeting. Their full reimbursement is estimated to be prolonged by one-year if the Minor Project Program is implemented and they are willing to amend the current OPA to begin the allocation of increment tax to the fund in the Downtown District. Clemensen asked if a program participant would have to accept delayed reimbursement if the fund balance was insufficient to provide full reimbursement initially. Crosby replied that a participant could go to their lender for a short-term loan with a commitment for reimbursement from urban renewal. Crosby clarified that the program requires applicants to provide cost estimates and owner/landlord consent if the property is leased. Reimbursement consideration will require documentation of actual costs, completion of the project, and acceptance from the City. Bredeson has prepared a draft Minor Project Reimbursement Agreement which spells out the requirements for reimbursement and will be legally binding. Coles voiced a desire to spend more time clarifying details of the program. Crosby asked Commissioner Hjeltness her opinion from a real estate perspective. Hjeltness stated she sees it helping, "the little guy", and agrees with it. It has the potential to improve the appearance of property, including the completion of missing sidewalks. Coles voiced concern the program is limited to commercial participants when a need exists to complete things like sidewalks located other areas yet are in the district plan. Clemensen asked if citizens went to the City and requested improvements that meet district plan criteria, like sidewalks, could they be funded. Coles responded the City could do it and seek reimbursement. Crosby responded that if something is in the district plan, we can do it. Davis noted that it would fall under the regular reimbursement process. Crosby added that if the City wants to do something they can do it and get reimbursement from urban renewal, just like stop lights, etc. Coles would like the City to approve, or vet, all such projects and leave reimbursement as the only consideration by urban renewal. He would also prefer the program parameters on façade improvements be changed or removed since it's a matter of opinion, like public art. Hjeltness voiced support of projects utilizing concrete or brick as they are more timeless and improve the appearance of the community more than other materials. Bredeson clarified that the program language states, "façade related improvements that promote district plan objectives and are authorized by the plan" which is not completely subjective. Coles added that the district plan doesn't contain much detail regarding facades. Bredeson noted the district plan contains general objectives and program projects would have to be analyzed for whether they met them. Crosby asked for clarification about whether a motion was needed to adopt the program. Coles responded it needs more work. Bredeson recommended that it be considered as an addendum to Policy #7 instead of as a separate draft document. Crosby asked if Bredeson would redraft the Minor Projects Program guidelines as a policy addendum for presentation and consideration at a future meeting. Bredeson agreed and stated it could be ready next month. Davis asked for a motion to have the program added to Policy #7. Commissioner Crosby made a motion to adopt the program as part of Policy #7, seconded by Clemensen. Roll Call Vote: Leffel – Aye; Coles – Nay; Crosby – Aye; Hjeltness – Aye; Clemensen – Aye; Davis – Aye. Motion carried.

URBAN RENEWAL TOPICS FOR JOINT WORKSHOP WITH CITY. Commissioner Crosby recommended getting ideas and direction from the City Council on creating a new district, possibly two. Commissioner Coles agreed, and would like the meetings to include more substantive discussion. Commissioner Davis noted that the subject of a new district was on the previous joint workshop agenda. Executive Director Johns stated members of the City Council spoke favorably toward the idea of a new district, but not in specific terms. City staff is also very favorable of a new district. Crosby also recommended the subject of Public Art. He would like the City to have a Public Art Commission and take it off the table of urban renewal. Coles agreed. Crosby believes the City has room to grow public art but it needs to be something the City does, likely through a commission. Davis described serving previously on a public art committee which could possibly be

reestablished. It may have been something the Mayor put together and the structure for it might already exist. Hjeltness would also like to remove public art out of consideration by urban renewal. Johns clarified the Downtown URD Plan includes public art so it will likely remain an urban renewal topic until the district closes in 2041. Davis said it is a matter of who's approving the art. Clemensen and Coles would like public art to not be a part of future districts. Coles believes a new district along East Seltice Avenue has good potential but working out the details could be difficult. Crosby agreed. Coles would like to see the Pleasant View District closed and started again someday if things can come together. The time passed since its formation without development may be too much to overcome. Clemensen asked Johns if the City was continuing to seek grant opportunities that would benefit the Pleasant View District. Johns will check with the City. Crosby suggested Johns meet with the City Administrator to discuss potential workshop topics. Hjeltness suggested annexation of property into the City for a URD along East Seltice could be problematic. Coles believes it may be possible for the City to incentivize annexation and closing Pleasant View could provide a basis for opening a new URD. Hjeltness excused herself from the workshop at 10:07am. Johns will put together a list of workshop topics to propose to the City. Crosby recommended that Chairman Davis join Johns in a meeting with the City about the joint workshop topics and how to facilitate the most productive use of the time.

COMMISSIONER COMMENTS

No additional comments

ADJOURNMENT

The workshop was adjourned at 10:13 a.m.

Respectfully submitted,

Joseph Johns, Executive Director

Jamè Davis, Chairman

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

September 26, 2024 – Chamber of Commerce – Conference Room

CALL TO ORDER, ROLL CALL

Chairman Melissa Hjeltness called the meeting to order at 9:02 a.m. Present in addition to Hjeltness were Commissioner Pat Leffel, Commissioner Christi Fleischman and Executive Director Joseph Johns.

CONFLICT DISCLOSURE

None

CITIZEN COMMENT

None

Office IT Systems & Equipment Update. Executive Director Johns updated the committee on changes to the IT/Network support provider and internet service provider by the Chamber of Commerce. The changes required a few unanticipated adjustments to the Agency's operations. The Agency's office lease specifies the use the same service provider as the Chamber. IT/Network support will be provided by Northwest Specialty IT Solutions. The provider of internet services will be InterMax Networks. A quote has been received from NW Specialty for the equipment and service necessary to set the Agency up with its own secure network separate from other networks in the building. The Agency's FY25 budgeted operating expenses, approved in August 2024, do not include these unanticipated expenses. Additionally, Johns informed the committee that Canon Solutions recently declared the office's ImageRunner C5030 copier/scanner/printer unserviceable due to age and lack of available parts. The equipment was initially leased and received, as "refurbished", in September 2014. The Canon representative recommended replacement with a 3900 series model which provides all the previously available functionality and is eligible for a service/use contract. This will be considered during the FY2026 budgeting process. The Agency also possesses a Dell C2665dnf multi-function printer/scanner/copier machine, acquired in 2014, used primarily for the printing of color documents.

Public Outreach Materials. Draft versions of a refreshed PFURA logo and tri-fold brochure/handout, contributed by Commissioner Fleischman, were presented to the committee. Committee discussion provided input for further possible variations of the logo. The redesigned tri-fold brochure provides an opportunity to include more information than the prior handout. Professional quality printing is available locally and inexpensively in small batches as needed. The proposed "cover" image is iconic for the community and is free to use according to Fleischman. Johns reported having looked through all of the urban renewal project images on file in the Agency records and could not find anything more suitable for use. Layout of the brochure content was viewed favorably by committee members. Johns will review the details of the content and provide Fleischman with the information necessary to present a complete draft document at the October Commission Meeting. The "cover" of the brochure was designed for dual use as a x-frame banner. Johns proposed the development of an additional handout, or graphic, that depicts the various public infrastructure items commonly funded by urban renewal but rarely seen (water lines, wastewater, stormwater, etc.). Fleischman proposed utilizing the services of a graphic designer who could easily create the desired image based on examples provided. Johns would like to have all the materials available by the end of the calendar year or earlier. He is scheduled to provide a presentation at the Chamber of Commerce's Lunch & Learn in February 2025. If possible, he'd like to conduct a short survey as part of the presentation to garner feedback from the business community. Fleischman voiced that the survey could also be designed to inform the participants about urban renewal. Fleischman and Hjeltness recommended utilizing available technology that allows

participants to use their phones and provide feedback in real-time. Hjeltness will provide Johns with information about a survey tool used regularly at other meetings she attends.

Project Questionnaire Update. Johns provided an overview of layout changes and several revisions to the Agency's existing Project Questionnaire document. He has added a question to identify the applicant's intent to seek project funding through the Minor Projects Program or standard increment tax funding. Committee discussion identified several additional revisions that could provide applicants with more guided/directed response options.

ADJOURNMENT

Meeting was adjourned @ 10:11 a.m.

Respectfully submitted,

Joseph Johns, Executive Director

Melissa Hjeltness, Chairman

10:23 AM

10/14/24

Post Falls Urban Renewal Agency - In-House
Unpaid Bills Detail
As of October 17, 2024

Type	Date	Num	Due Date	Aging	Open Balance
Bredeson Law Group					
Bill	10/13/2024	1212	11/12/2024		1,006.25
Total Bredeson Law Group					1,006.25
Canon Solutions America, Inc.					
Bill	10/01/2024	6009499780	10/31/2024		12.27
Total Canon Solutions America, Inc.					12.27
Mann LLC					
Bill	10/01/2024	20241001-6	11/30/2024		49.95
Total Mann LLC					49.95
Mastercard					
Bill	10/01/2024	4518-Oct2024	10/31/2024		306.00
Total Mastercard					306.00
TOTAL					1,374.47

PAYROLL 6,585.03

7,959.50

Bank Activity Report

September 2024

Cash Section

Checking: First Interstate

Beginning Balance		\$	10,748.17
Deposits	\$	12,652.88	
Withdrawals	\$	(8,420.06)	
Ending Balance		\$	14,980.99
Outstanding Checks	\$	(5,509.23)	
Account Balance		\$	9,471.76

Idaho Central CU - Savings

Beginning Balance		\$	25.00
Interest			
Ending Balance		\$	25.00

Investment Section

LGIP General Fund 1829

Beginning Balance		\$	1,284,918.91
Contributions	\$	13,488.92	
Withdrawals	\$	(11,615.45)	
Ending Balance		\$	1,286,792.38
Outstanding Transfer			
Account Balance		\$	1,286,792.38

LGIP Capital Improvements 1910

Beginning Balance		\$	1,660,462.39
Contributions	\$	9,018.55	
Withdrawals	\$	(7,981.65)	
Ending Balance		\$	1,661,499.29
Outstanding Transfer			
Account Balance		\$	1,661,499.29

Total Funds All Accounts:

\$ 2,957,788.43

September

	Interest
State Pool - LGIP 1910	\$ 7,066.51
Total	<u>\$ 7,066.51</u>

Fund Reconciliation:

9/30/2024

QB

First Interstate - Checking	GF	\$	9,471.76	
LGIP - 1829	GF	\$	1,286,792.38	
LGIP - 1910	CIP	\$	1,661,499.29	
Savings - Idaho Central CU	GF	\$	25.00	
Total				\$ 2,957,788.43

FUNDS

General Fund	GF	\$	1,296,289.14	
Capital Improvement Fund	CIP	\$	1,661,499.29	
Total				\$ 2,957,788.43

C.I. Fund Allocation:

Pleasant View	\$	(62,689.68)
Downtown	\$	1,036.90
PF Technology	\$	1,723,152.07
	\$	<u>1,661,499.29</u>

Post Falls Urban Renewal Agency

Increment Received District Obligation Balance

	<u>Pleasant View</u>	<u>Downtown</u>	<u>PF Tech Dist.</u>	<u>Total</u>
<i>Termination Date</i>	<i>2041</i>	<i>2041</i>	<i>2038</i>	
Sep-23	-	1,652.55	-	1,652.55
Oct-23	-	832.79	354.87	1,187.66
Nov-23	-	106.66	-	106.66
Dec-23	-	9,148.03	23,423.07	32,571.10
Jan-24	5,559.09	278,640.66	487,534.42	771,734.17
<i>Reimbursement</i> Feb-24	329.28	62,109.12	63,860.59	126,298.99
Mar-24	-	2,060.98	-	2,060.98
Apr-24	-	1,920.72	5,841.98	7,762.70
May-24	-	16,801.47	43,379.51	60,180.98
Jun-24	-	8,485.84	16,066.94	24,552.78
Jul-24	5,141.68	220,323.22	245,817.01	471,281.91
<i>Reimbursement</i> Aug-24	-	11,842.48	1,384.03	13,226.51
Sep-24		1,036.90		1,036.90
Total YTD	11,030.05	614,961.42	887,662.42	1,513,653.89

Approved Obligation	-	6,035,511.02	-	6,035,511.02
Obligation Balance @ 8/31/24	-	4,986,819.73	-	4,986,819.73
Carry over @ 8/31/24	(62,689.68)	-	1,723,152.07	1,660,462.39

9:57 AM

10/11/24

Accrual Basis

Post Falls Urban Renewal Agency - In-House

Balance Sheet

As of September 30, 2024

	Sep 30, 24
ASSETS	
Current Assets	
Checking/Savings	
First Interstate Bank- Checking	9,471.76
LGIP1829-General Fund	1,286,792.38
LGIP1910-Capital Improvements	1,661,499.29
Savings - Idaho Central CU	25.00
Total Checking/Savings	<u>2,957,788.43</u>
Other Current Assets	
Accounts Receivable - Taxes	7,075.00
FMV - State Investment Pool	4,184.00
Interest Receivable	15,308.00
Prepaid Insurance	3,544.00
63410 · Lease Interest	310.00
63420 · Lease Principal	7,680.00
Total Other Current Assets	<u>38,101.00</u>
Total Current Assets	<u>2,995,889.43</u>
TOTAL ASSETS	<u>2,995,889.43</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Vacation Payable	2,437.47
Deferred Increment Revenue	5,780.00
24000 · Payroll Liabilities	
ID- Unemployment Payable	-0.03
24000 · Payroll Liabilities - Other	3,105.59
Total 24000 · Payroll Liabilities	<u>3,105.56</u>
Total Other Current Liabilities	<u>11,323.03</u>
Total Current Liabilities	<u>11,323.03</u>
Total Liabilities	<u>11,323.03</u>
Equity	
Committed Fund Balance	1,349,484.00
Nonspendable Fund Balance	3,544.00
32000 · Unrestricted Net Assets	1,135,228.88
Net Income	496,309.52
Total Equity	<u>2,984,566.40</u>
TOTAL LIABILITIES & EQUITY	<u>2,995,889.43</u>

Post Falls Urban Renewal Agency - In-House Profit & Loss September 2024

	Sep 24	Oct '23 - Sep 24
Ordinary Income/Expense		
Income		
Downtown District	1,036.90	613,308.87
Interest		
Bank and LGIP	13,489.45	146,061.85
Total Interest	13,489.45	146,061.85
Pleasant View District	0.00	11,030.05
Post Falls Technology District	0.00	887,662.42
Total Income	14,526.35	1,658,063.19
Gross Profit	14,526.35	1,658,063.19
Expense		
Audit	0.00	10,290.00
Bank Charges	0.00	17.00
Computer Software	6.00	1,267.21
Contingency	0.00	300.00
District Payments	0.00	1,048,691.29
Engineering Services	0.00	4,000.00
Meetings	25.00	145.31
Office Equipment	0.00	1,513.67
Voided Check	0.00	0.00
Website Design, Hosting & Maint	0.00	349.95
62140 · Legal Fees	0.00	5,650.00
62150 · Other Contract Services	0.00	845.00
62890 · Rent	0.00	7,990.00
65020 · Postage, Mailing Service	0.00	66.00
65030 · Printing and Copying	15.63	250.11
65040 · Office Supplies	0.00	218.04
65050 · Telephone, Telecommunications	0.00	383.69
65110 · Advertising & Legal Notices	0.00	316.14
65120 · Insurance	4,192.00	4,375.00
65150 · Dues & Memberships	0.00	300.00
66000 · Payroll Expenses	7,035.02	74,785.26
Total Expense	11,273.65	1,161,753.67
Net Ordinary Income	3,252.70	496,309.52
Net Income	3,252.70	496,309.52

Post Falls Urban Renewal Agency - In-House
Profit & Loss Budget vs. Actual
 October 2023 through September 2024

	Oct '23 - Sep 24 12 Month Actual	2023-24 Total Budget	2023-24 Balance	% of 12 Month Budget
Expense				
Audit	10,290.00	8,750.00	1,540.00	117.6%
Computer Software	1,267.21	829.00	438.21	152.86%
Contingency	300.00	5,000.00	-4,700.00	6.0%
Engineering Services	4,000.00	9,600.00	-5,600.00	41.67%
Meetings	145.31	240.00	-94.69	60.55%
Office Equipment	1,513.67	1,900.00	-386.33	79.67%
Website Design, Hosting & Maint	349.95	1,250.00	-900.05	28.0%
62140 · Legal Fees	5,650.00	25,000.00	-19,350.00	22.6%
62150 · Other Contract Services	845.00	1,000.00	-155.00	84.5%
62840 · Computer Repair & Maintenance	0.00	585.00	-585.00	0.0%
62890 · Rent	7,990.00	7,990.00	0.00	100.0%
65020 · Postage, Mailing Service	66.00	63.00	3.00	104.76%
65030 · Printing and Copying	250.11	300.00	-49.89	83.37%
65040 · Office Supplies	218.04	375.00	-156.96	58.14%
65050 · Telephone, Telecommunications	383.69	320.00	63.69	119.9%
65110 · Advertising & Legal Notices	316.14	900.00	-583.86	35.13%
65120 · Insurance	4,375.00	3,713.00	662.00	117.83%
65150 · Dues & Memberships	300.00	800.00	-500.00	37.5%
66000 · Payroll Expenses	74,785.26	76,644.00	-1,858.74	97.58%
Total Expense	113,045.38	145,259.00	-32,213.62	77.82%

POST FALLS URBAN RENEWAL AGENCY
FOURTH ADDENDUM TO AGENCY POLICY #7

Subject: Fourth Addendum to Agency Policy #7

Effective Date: October 17th, 2024

Background: On July 10th, 2024, the Commission of the Post Falls Urban Renewal Agency approved amendments to Agency Policy #7 to provide for priority reimbursement of public improvements associated with certain minor projects that promote the objectives set forth in an Urban Renewal Plan and are authorized by such Plan. The purpose of this Addendum is to provide specificity regarding how the minor project program will be implemented. This Addendum shall apply to all Urban Renewal Districts.

1. **FUNDING:** An annual allocation of a portion (not to exceed 15% per year) of the annual allocation of tax increment accruing to an urban renewal district.
2. **THE PROGRAM IS TO BE RESTRICTED TO:**
 - a. Existing businesses which have a physical facility located within the District which they wish to expand or improve.
 - i. In the case of an existing business which occupies leased premises within the District, the landlord must be a co-applicant and the lease term must have a remaining term of not less than three (3) years.
 - b. Existing Non-Profits which have a physical facility located within the District which they own and which they wish to improve or expand.
3. **PROGRAM PARAMETERS:**
 - a. Funds shall be restricted to physical improvements which are:
 - i. City required improvements that promote District Plan objectives and are authorized by such Plan, including property frontage improvements (curbing, gutters, sidewalks, grassy swales, street trees, storm water abatement), public sewer and water extensions and landscaping elements.
 - ii. Façade or related improvements that promote District Plan objectives and are authorized by such Plan, as determined by a quorum majority of the Urban Renewal Commission in consultation with the City Community Development Director.
 - b. Funding is limited to a maximum funding of \$250,000 per applicant.
 - c. The Urban Renewal Commission shall estimate the real property valuation impact of the proposed improvements, and perform an analysis of the potential increase in tax increment anticipated from the proposed improvement(s) for the remaining duration of the urban renewal district in which the property is located (Not required for Non-Profit enterprises operating on tax exempt real property).

- d. The Urban Renewal Commission shall assess each project's impact as it relates to increased employment, enhanced appearance, contribution to the objectives of the District Plan and related factors.
 - e. Applicant must provide a written contract for construction of the proposed improvements, verification of City approval of the proposed improvements, construction plans and related documents, including the specific contract price for the items that the Commission's Minor Project Program are to fund.
 - f. Reimbursement from the Commission's District tax increment funds shall be subject to execution by the Applicant of a Minor Project Reimbursement Agreement, the completion of funded work, documented acceptance of the completed improvements by the City, documentation of the actual costs of the improvements, review of the actual costs by the Commission's engineering consultants and the approval of an Order of Approval by the Urban Renewal Commission in accordance with Commission policy. Reimbursement of completed, accepted and approved project expenses shall be subject to the receipt of sufficient tax increment funds for the District in which the project is located.
4. FLOW OF FUNDS FROM SEMI-ANNUAL TAX INCREMENT PAYMENTS:
- a. Semi-annual tax increment funds shall continue to be allocated to the District's Proponents in accordance with existing OPA Agreements with the exception of the amount allocated (not to exceed 15%, as determined by the Commission) for the Minor Project Program of each urban renewal district. Provided however, any OPA Agreements executed prior to August 1, 2024 shall not be subject to the Minor Project Program allocation without the contracting Proponent's written consent.
 - b. Funds shall be held in the Commission's LGIP Construction Improvement Account. For financial reporting purposes, such funds shall be noted as being reserved for the Minor Project Program of each District.
 - c. Upon receipt of tax increment funds allocated for the Minor Projects Program within any urban renewal district totaling \$250,000, no further funds shall be set aside for the Minor Project Program within that District until the amount set aside for the Minor Projects Program within that District falls below \$250,000 or the Commission has approved Minor Project applications totaling more than \$250,000.
 - d. Allocation of funds for the Minor Project Program shall cease in the last 24 months of an Urban Renewal District's term.
 - e. In the final year of an Urban Renewal District's term, all funds allocated for Minor Projects which are not committed to improvements underway, shall be re-allocated to those District Proponents who have not been fully reimbursed for approved and dedicated improvements as set forth in the OPA and the District Plan.
 - f. Tax Increment funds remaining after full reimbursement of all Proponents and all approved Minor Projects shall be allocated in accordance with Urban Renewal Commission Policy relating to closing an urban renewal District and Idaho Code Section 50-2909(4).

Approved by the Post Falls Urban Renewal Agency Board of Commissioners:

POST FALLS URBAN RENEWAL AGENCY
An Idaho Urban Renewal Agency

By: _____, Chair
Jamè Davis, Chairperson

Date: _____

URBAN RENEWAL WORKS FOR IDAHO

Urban Renewal and tax increment financing are the most significant tools available for attracting businesses and economic development, promoting job creation, and encouraging development of blighted and underutilized areas.

Post Falls Urban Renewal Districts have returned over \$1 billion of increment value to local tax districts.

Post Falls Highway District
Kootenai County Fire & Rescue
Post Falls School District
City of Post Falls
Kootenai EMS
Community Library Network
North Idaho College
Kootenai County

Types of public infrastructure improvements funded through Urban Renewal:

Water Mains	Traffic Signals & Roundabouts
Water Towers	Pedestrian/bicycle Facilities
Wastewater Lines	Street Crossings
Sewer Mains	Lighting
SewerLift Stations	Electrical
Stormwater Mitigation	Remediation
Sidewalks/Trails	Park Improvements
Curbs & Gutters	Property Acquisition
Roadway Construction	Parking
Road Widening	
Landscaping	

WHAT ARE THE BENEFITS OF THE POST FALLS URBAN RENEWAL & TAX INCREMENT FINANCING?

Underutilized and deteriorated or deteriorating property is returned to productive use.

Infrastructure upgrades enhance capacity for surrounding area and community at large.

Improvements to local transportation systems benefit the community at large.

Job creation from the initial project as well as potential for "spinoff" developments.

Increasing local tax base may mean property owners enjoy lower levy rates in the future.

Successful projects generate increased sales and income taxes for the state.

POST FALLS Urban Renewal

To learn more about PFURA, visit www.pfura.com or contact Joseph Johns, Executive Director at 208.777.8151



POST FALLS URBAN RENEWAL

works for Idaho

Providing Infrastructure
Attracting Jobs
Enhancing Citizen Safety & Health
Funding Remediation

www.pfura.com

ABOUT YOUR URBAN RENEWAL AGENCY

Funding provided for \$68.4 Million of public improvements.

Created in 1991.

Three Active Urban Renewal districts (2024).

Seven closed Urban Renewal districts.

Governed by Idaho Code 50-20 Urban Renewal Law and 50-29 Local Development Act.

Board consists of seven volunteer Commissioners who are appointed by the Mayor and serve four year terms.

Monthly televised public meetings on the third Thursday of each month.

Office located in the Post Falls Chamber of Commerce building.

Comprehensive information available via www.pfura.com including:

- Our Districts
- Documents
- Meetings
- The Commission
- Financial Info
- How TIF Works

Our Active Districts:

- Downtown (2021)
- Post Falls Tech (2018)
- Pleasant View (2021)

MISSION STATEMENT

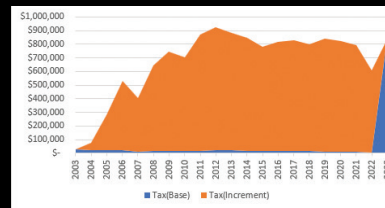
To encourage sound economic and community improvement that enhances the overall quality of life in Post Falls by providing infrastructure, attracting jobs and enhancing citizen safety and health.



JOSEPH JOHNS
Executive Director

HOW DOES URBAN RENEWAL WORK?

- A** When an Urban Renewal District is formed, a Plan is adopted with specific goals and life (not to exceed 20 years). The total property value in the district when it is created is called the **“base value”**.
- B** As development occurs in the Urban Renewal District and the property value rises; the amount of that increase is called the **“increment value”**.
- C** The developer/proponent installs public infrastructure and pays for it up front. Once the infrastructure is accepted by the City and the costs are approved by Commission, the developer is reimbursed as tax increment is available. As new businesses arrive, existing businesses expand, or development occurs, the property tax base grows and the increment value increases. Kootenai County remits the increment tax portion of the district’s property taxes to the Agency. The Agency makes semi-annual reimbursements to the developer/proponent. If the proponent fails to bring in new businesses, or expand the property tax base, they risk not being fully paid for the public infrastructure they installed.
- D** Funds received by the Agency for a specific URD must be spent in that district and cannot be used in other areas. The Agency does not receive property tax funds generated by voter approved levies, such as supplemental school levies and voter approved bonds. Tax increment can only be expended on projects in the district plan. The Agency cannot grant tax money to private interest for development.



RECENT CITY IMPROVEMENTS

DOWNTOWN DISTRICT



BEFORE



AFTER

CENTER POINT



BEFORE



AFTER

BECK ROAD



BEFORE

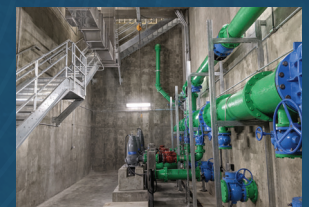


AFTER

GREENSFERRY OVERPASS



12TH AVE LIFT STATION



POST FALLS
Urban Renewal





QUOTE
22359
9/26/2024

EXPIRES
10/26/2024

PREPARED FOR
Joseph Johns
Post Falls Urban Renewal Agency
201 East 4th Avenue, Post Falls, ID 83854 United States

PREPARED BY
Shane Arrian, sarrian@intermaxteam.com
Intermax Networks
7400 N Mineral Drive Suite 300, Coeur d'Alene, ID 83815

PRODUCTS

Product	Description	Quantity	Sales Price	Total
BNDW - BUSI - FBR	300Mbps x 300Mbps	1.00	\$50.00	\$50.00
Calix U6 Router Support		1.00	\$25.00	\$25.00
Calix U6 Router Support - Promo		1.00	(\$25.00)	(\$25.00)
			Subtotal	\$50.00
			Taxes	
			Total	\$50.00

TERMS
36 Months
Net 30

NOTES
Intermax Networks will provide the following: Install fiber to your suite.
Provide unlimited high speed internet at a 300Mbps download with a 300Mbps upload.
Set up and provide support for 1 premium Wi-Fi device.

REP SIGNATURE

Shane Arrian

DocuSigned by:

Shane Arrian

9DCC0A3EB485446...

9/26/2024

CUSTOMER SIGNATURE

Joseph Johns



INTERNET DATA AND VOICE COMMERCIAL-ENTERPRISE SERVICE AGREEMENT

This INTERNET DATA AND VOICE COMMERCIAL-ENTERPRISE SERVICE AGREEMENT (“Agreement”) is entered into effective as of 09/26/2024 (the “Effective Date”), by and between **Newmax, LLC, dba Intermax Networks**, an Idaho limited liability company (“Intermax”), whose principal place of business is located at 7400 Mineral Drive, Suite 300, Coeur d’Alene, Idaho 83815 and Post Falls Urban Renewal Agency (hereinafter referred to as “Customer”), whose principal place of business is located at 201 E 4th Ave, Post Fall, ID 83854. As used in this Agreement, “Party” means either Customer or Intermax, as appropriate, and “Parties” means Customer and Intermax.

This Agreement does not refer to any Information Technology, Network Management services, “Managed Services”, or Data Center services offered through Intermax or any other vendor.

ARTICLE 1 - DEFINITIONS

1.1 Meaning of Terms. Terms have their normal or common meanings, except as otherwise defined in this Agreement:

(a) **Affiliate:** An entity that controls, is controlled by, or is under common control with, either Intermax or Customer. “Control” is the ability to affect, directly or indirectly, the policies, management and operations of an entity through ownership of voting securities, by contract, or otherwise.

(b) **Agreement:** This Agreement, including incorporated Addenda, Exhibits, Schedules, and other documents, as well as any Amendments made by the Parties.

(c) **Carrier Customer:** A common carrier or other service provider to whom Customer furnishes telecommunications or related services using, in part, any Service provided under this Agreement.

(d) **Circuit:** A telecommunications facility connecting two or more Customer locations.

(e) **Customer:** The person, firm, corporation or other entity that orders Service and is responsible for the payment of all charges for Service, as well as compliance with applicable Agreement requirements.

(f) **Emergency Maintenance:** Maintenance which, if not accomplished promptly by Intermax, could result in damage to Intermax’s Network or a degradation or loss of Service to Customer, its End Users or other Intermax customers.

(g) **End User:** Any person or entity receiving or using Service. An End User may be a person or entity to whom Customer (or its customer) provides telecommunications or related services that employ, in part, any Service provided under this Agreement.

(h) **Exhibit:** A document that is appended to and made part of this Agreement and pertains to a particular product.

(i) **Governmental Charges:** Charges, both retroactive and prospective, that Intermax is required or permitted to collect from Customers in connection with the furnishing of Service by Intermax. The charges result from the application, enforcement or interpretation of existing, new or revised laws or regulations, actions taken by federal, state, local or foreign regulatory authorities, or judicial acts or decisions (collectively, “Governmental Activity”) that directly or indirectly impose costs on Intermax. Governmental Charges include, but are not limited to, those arising out of local, state, federal, foreign and third-party actions, programs or requirements relating to Universal Service, number portability, TRS, E911, access, reciprocal compensation and franchising.

(j) **NDA:** Non-Disclosure Agreement, which may be attached as an Exhibit to this Agreement.

(k) **Network:** The telecommunications network of one of the Parties.

(l) **Off-Net Service:** Service where one or more of the locations at which Service is provided is not served directly by Intermax’s Network, thereby requiring that a portion of Service be furnished by a third-party service provider. When Intermax provides Off-Net Service, the terms, conditions and pricing is done on an individual case basis (“ICB”) and will be subject to the requirements of the underlying service provider for that part of the Service it provides. Intermax will order service from the third party and will invoice Customer third party charges, but Intermax will not be responsible for the third-party service provider’s performance.



(m) **On-Net Service:** Service where all locations at which Service is provided are served directly by Intermax's Network, allowing the entire Service to be furnished by Intermax.

(n) **Planned Service Outage:** A Service Outage caused by scheduled maintenance or by upgrades made to the Intermax Network.

(o) **Point of Presence (POP):** A specific location within a Local Access Transport Area (LATA) where Service originates or terminates.

(p) **Point of Termination:** A location at which Intermax's Service responsibilities end and Customer's or End User's responsibilities begin. A Point of Termination may be the demarc where Intermax and Customer interconnect at Customer Premises, a local exchange carrier's central office, a long-distance carrier's POP, or End-User sites identified on an ASR.

(q) **Premises:** A physical address at which Service is provided and identified as a Point of Termination or Service location in a Schedule.

(r) **Schedule:** A document made part of this agreement via both parties' signature. One which defines the service and related charges. Service specific performance metrics may be included.

(s) **Service:** Intermax-provided telecommunications or related service described in an Exhibit, or a Schedule. Service may include entrance cables or drop wires terminating in an Intermax distribution panel (DSX) situated on Customer Premises.

(t) **Service Outage:** An interruption or degradation of Service.

(u) **Taxes:** Amounts Intermax is required or permitted by federal, state, local or foreign taxing authorities to collect from Customer in connection with the furnishing of Service. Taxes include, but are not limited to, personal property taxes on property used to provide Service and sales, use, receipts, telecommunications, excise, utility, or other similar transaction-based taxes, however designated, imposed directly on the Service or upon Intermax as a result of its provision of Service. "Taxes" does not include any tax based on Intermax's net income, net worth, capital structure or payroll.

ARTICLE 2 - SERVICE; OBLIGATIONS/LIMITATIONS

2.1 Service. Intermax will provide, and Customer will receive, Service pursuant to the terms of this Agreement.

2.2 Availability of Facilities.

(a) Service is offered and furnished subject to the availability of all necessary facilities, including those acquired by Intermax from or through third parties. Intermax may limit or allocate Service, if necessary, due to facilities availability, taking into account Intermax's then-current and projected capacity and the reasonable expectations of its existing and future customers.

(b) Except as expressly provided otherwise in an Exhibit or Schedule, Intermax, following the provision of reasonable notice to Customer, may: (1) alter the methods, processes or suppliers by or through which it provides Service; (2) discontinue furnishing a feature or supporting an application associated with Service; (3) change the facilities used to provide Service; or (4) substitute comparable Service for that being furnished to Customer.

(c) Except as expressly provided otherwise in an Exhibit or Schedule, the facilities used to provide Service will be of Intermax's exclusive choosing. In no event will title to those facilities vest in Customer or others, unless specifically agreed to in a Schedule.

2.3 Access to Premises. Customer will provide Intermax, its agents or contractors with reasonable access to Customer and End User Premises to provision, inspect, maintain and repair Service or retrieve Intermax Service-related equipment situated on Customer or End User Premises. If access rights are not held by Customer, Customer will acquire them so that Intermax timely can perform these undertakings.

2.4 Worksite Conditions: Customer will make available commercially acceptable environments (electrical grounding, ventilation, etc.) to accommodate Services. As applicable, additional Worksite Conditions will be noted in a Schedule.

2.5 Delays; Non-performance. Intermax will not be liable to Customer or others with respect to any: (a) delay in meeting a Service Request Date; or (b) inability to provide Service after the Start of Service Date, except to the extent set forth in this Agreement.



2.6 Customer Information. In addition to providing information necessary to provision Service, Customer must timely provide other information reasonably requested by Intermax relating, among other things, to Customer's financial standing or its application or use of Service.

ARTICLE 3 - VOIP SERVICES

3.1 Enhanced 911.

(a) VoIP Service includes Enhanced 911 ("E911"). 911 is the official national emergency number in the United States. Dialing 911 quickly connects a caller to a Public Safety Answering Point dispatcher ("Dispatcher") trained to route that call to the local emergency medical, fire, and law enforcement agencies. Many, but not all, 911 systems now automatically report the telephone number and address of 911 calls made from wire line phones. This is known as the E911 system. E911 is available within your 911 system.

(b) For 911/E911 to work in accordance with INTERMAX specifications, Intermax must have a correct service address for the location of the Customer. If you do not provide the correct address when you register for the Telephone Service, 911/E911 may fail: (i) the calls may be misdirected to the wrong emergency authorities or (ii) emergency authorities will be given the wrong address for the origin of the call.

(c) 911 service will not work if you experience a power outage, service outage, or a network disruption. Battery backup will be required in the event of a power outage.

(d) Rates set forth in the Quote and this Agreement do not include any taxes or government-related or administrative fees and charges, including fees for Federal Universal Service and 911 Emergency Services. Any taxes and fees charged will be reflected as a separate line item on your monthly bill.

ARTICLE 4 - BILLING; PAYMENT; FINANCIAL STANDING

4.1 Cost of Service. Cost for these services will be included on the Proposal Letter or document signed by the Customer and attached to this agreement for purposes of agreeing to services and price.

4.2 Billing. Monthly recurring charges are billed in advance; usage charges are billed in arrears; and non-recurring charges may be billed in advance or in arrears. If Service is made available on a day other than the first day of a monthly billing period, or if Service is discontinued on a day other than the last day of a monthly billing period, monthly recurring charges will be prorated for the monthly billing period.

4.3 Customer Payment Obligation. Except as provided in Section 4.6 or an Exhibit, Customer must pay all invoiced charges for Service without deduction or setoff within thirty (30) days of the date of an invoice ("Payment Period"). Unless otherwise permitted by Intermax, payment must be made by check or wire transfer in accordance with instructions provided by Intermax. If payment is made by check any restrictive endorsements or statements placed on checks will not be binding on Intermax.

4.4 Late Payments.

(a) **Interest.** Except with respect to amounts disputed in good-faith by Customer, compounded interest shall accrue on invoiced charges not paid within the Payment Period as follows: (i) all sums remaining unpaid between one (1) and fifty nine (59) days after the expiration of the Payment Period shall accrue interest at the rate of one and one-half percent (1.0%) per month (or the maximum allowed by law, if less) from the expiration of the Payment Period until the date payment is made; and (ii) if such sums remain unpaid for sixty (60) or more days after the expiration of the Payment Period, such sums shall accrue interest at the rate of three percent (3%) per month (or the maximum allowed by law, if less) from the expiration of the Payment Period until the date payment is made. Interest due hereunder shall be referred to herein as the "Default Rate of Interest." In addition, Customer may be required to reimburse Intermax for all reasonable costs incurred in connection with collection activities, including attorneys' fees and court costs.

(b) **Default Payments.** In addition to the default interest set forth above, if Customer defaults in the payment of any sum due hereunder, Customer shall pay to Intermax Networks a late charge equal to five percent (5%) of the overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Intermax Networks will incur by reason of late payment of Customer. Acceptance of such late charge by Intermax Networks shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent Intermax Networks from exercising any of the other rights and remedies granted hereunder.



(c) Order of Application of Payments. All payments hereunder shall be applied first to fees, charges, including late charges, attorney's fees and costs, if any, then to interest and then to principal (with the oldest outstanding principal amounts being the first to be paid).

4.5 Customer Financial Standing. Intermax may request at any time information from a reporting agency to enable Intermax to assess Customer's credit history and current credit standing. Based on the information acquired or, otherwise, upon a determination by Intermax of a change in Customer's financial condition based on other considerations, Intermax may change its billing arrangement with Customer.

4.6 Bill Disputes. To dispute an invoice, Customer must notify Intermax by submitting its dispute as provided in Section 15.1, which must include billing information, Circuit number(s) and location(s), and any opened trouble ticket number(s), along with a full explanation of the basis of the disputed charges. Except as provided in an Exhibit, Customer, in good faith, may withhold the disputed amount up to twenty percent (20%) of the total amount of invoiced charges but, nevertheless, must pay the remainder of the invoice within the Payment Period. No charge may be disputed more than ninety (90) days after the date of the invoice on which a charge appears. Any Customer payment of a charge timely disputed and in the manner required will not deprive Customer of its right to dispute the charge. Intermax promptly will investigate Customer's claim with a view toward resolving the dispute within thirty (30) days of Intermax's receipt of Customer's notice. Following an investigation in which Customer co-operates with Intermax, Intermax may in good faith reject Customer's claim, in whole or in part, and will advise Customer of the reason for its action. If the dispute is not resolved to Customer's satisfaction, the Parties may further address the dispute pursuant to Article 13.

4.7 Bill Dispute Consequences. If a disputed amount withheld by Customer is determined to have been a legitimate charge, interest at the Default Rate of Interest may be charged on the amount not paid within the original Payment Period, and Customer must pay the total amount due and owing within five (5) business days of its receipt of notice of the determination from Intermax.

4.8 Consequences of Non-Payment. If Customer does not make payment of invoiced charges in accordance with the provisions of this Agreement within ninety (90) days of the expiration of the Payment Period, Intermax may, at its option, do one or more of the following: (a) refuse to accept additional Schedules; (b) without further notice, suspend and/or disconnect Service furnished under this Agreement or any other service agreement until Customer has paid all past due amounts owed, with interest and late charges as set forth herein; (c) offset unpaid balances with amounts Intermax may owe Customer under any other agreement between the Parties; or (d) require weekly payments or a deposit of up to two (2) times Customer's aggregate monthly invoicing for the most recently invoiced monthly billing period. Service also may be suspended and/or disconnected for Customer's failure to comply with Section 4.8(d). Following any suspension or disconnection of Service for non-payment, Service will not be restored until Customer pays in full all charges then due, including any late fees, interest, collection costs, and the costs incurred by Intermax in restoring Service. In addition, Customer shall provide to Intermax satisfactory assurances of its ability to pay all charges during the remainder of the Service term. If Customer fails to timely make full payment of the charges due, Service will be terminated effective as of the date of suspension.

4.9 Special Construction or Acquisition. Notwithstanding anything to the contrary in this Agreement, if Intermax is required to specially construct or acquire telecommunications facilities from a third party, or both, in order to provide Service, and the costs thereof are not included in the Monthly Recurring Charge ("MRC") for the affected Service(s), the Parties will agree in writing on the charges applicable to the construction or acquisition prior to the undertaking of the activity by Intermax. If Customer cancels this Agreement or any Schedule involving special construction or acquisition after the acceptance of a Schedule but prior to the Start of Service Date, Customer must reimburse Intermax for all unpaid costs and expenses incurred by Intermax in connection with the special construction or acquisition up to the time of cancellation. This payment obligation is in addition to any other rights and remedies Intermax may have at law, in equity, or as provided in this Agreement.

ARTICLE 5 - TAXES AND GOVERNMENTAL CHARGES

5.1 Applicability. Service charges do not include Taxes or Governmental Charges to be invoiced to Customer, as applicable, in connection with the furnishing of Service.



5.2 Payment and Other Obligations. Customer must pay existing and future Taxes and Governmental Charges and comply with new or revised terms and conditions imposed by Intermax as a result of Governmental Activity. If Intermax decides to impose a new or revised Governmental Activity charge or impose new or revised terms and conditions neither mandated by nor consistent with a Governmental Activity, Intermax will furnish Customer with at least thirty (30) days' notice of the new or revised charge or terms and conditions.

5.3 Exemption Certificate. If Customer believes itself to be exempt from any Taxes or Governmental Charges, it must provide Intermax with a certificate demonstrating its eligibility for exemption. If the certificate is accepted, Intermax will cease imposing the applicable Taxes or Governmental Charges and, if such charges previously had been imposed and collected, Intermax will credit Customer in an amount equal to the charges paid by Customer during the ninety (90) day period immediately preceding the delivery of the accepted certificate, unless otherwise required by law or regulation.

5.4 Survival. Customer's obligation to pay Taxes and Governmental Charges under this Article 5 will survive the expiration or early termination of the Agreement.

ARTICLE 6 - TERM AND TERMINATION

6.1 Term of Agreement. The initial term of the Agreement will commence on the Effective Date above, or actual Date of Service Installation and commencement of billing (whichever date is later) and will end 36 months thereafter. The Agreement automatically will renew on a month-to-month basis unless one Party provides the other with written notice of its intent not to renew it at least ninety (90) days prior to the end of the initial term or at least sixty (60) days prior to the end of any renewal term. If a term of Service established in a separate addendum Schedule extends beyond the date of expiration of the Agreement, the affected Service will be provided in accordance with the term established in the Schedule pursuant to the terms of this Agreement as though it had remained in full force and effect. Schedules will automatically renew on an annual basis unless the same notification timeframes are abided.

6.2 Termination of Agreement and Discontinuation of Service.

Early Termination or Discontinuation. Unless otherwise agreed by the Parties in writing, Customer will be liable for 100% of the early termination charges under this Agreement for discontinuing Service prior to the expiration of a Service term.

5

ARTICLE 7 - WARRANTIES

7.1 The Parties. Each Party represents and warrants it is, and will remain, duly organized, validly existing, and in good standing under the laws of the place of its origin, and possesses all the authority necessary to enter into and perform its obligations under this Agreement.

7.2 Intermax. Intermax represents and warrants that: (a) its On-Net Service is designed, installed, provided, and maintained in compliance with applicable legal requirements; and (b) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its Services to Customer.

7.3 Customer. Customer represents and warrants that: (a) services it furnishes to its End Users and Carrier Customers are designed, installed, provided, and maintained in compliance with applicable legal requirements and those established in this Agreement; (b) all Customer traffic handled by Intermax is compliant with applicable legal requirements and those established in this Agreement; and (c) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its services.

7.4 Exclusion of Other Warranties. THE WARRANTIES SET FORTH IN SECTIONS 7.1-7.3 ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INTERFERENCE, AND NON-INFRINGEMENT.

ARTICLE 8 - DEFAULT AND REMEDIES

8.1 Default Events. A Party is in default under this Agreement if any of the following occurs (each an "Event of Default"):



(a) A Party becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors or initiates any proceeding seeking protection from its creditors; or

(b) A Party violates any legal requirement relating to the provision or receipt of Service, and the violation is not remedied within thirty (30) days of receipt of written notice of the violation;

(c) Except as may otherwise be provided in an Exhibit, a Party fails to perform a material obligation under this Agreement (other than the payment of money), and the failure is not remedied within thirty (30) days of receipt of written notice of the failure. Unless otherwise provided in an Exhibit or Schedule, any failure of Service resulting in Service Outage credits is not a default entitling Customer to terminate the affected Service or this Agreement; or

(d) Customer fails to pay any amounts due hereunder, and the failure is not remedied within ten (10) days of written notice of the failure; provided, however, Intermax shall not be required to provide such notice more than two times in any twelve-month period and such failure to pay when due thereafter shall be deemed an Event of Default without notice.

8.2 Default Remedies. Upon any Event of Default hereunder, the non-defaulting Party shall have the following remedies, to be exercised at its option, in addition to other remedies at law or in equity:

(a) **Termination for Non-Monetary Breach.** In addition to remedies available at law or in equity, the non-defaulting Party may terminate this Agreement (including its Exhibits and Schedules, both implemented and pending), in whole or in part, for any Event of Default other than the failure to pay any sums due hereunder.

(b) **Termination for Failure to Pay.** Upon any Event of Default arising from the failure to pay any sums due hereunder, Intermax shall have those remedies set forth in Section 4.7 hereof.

(c) **Early Termination Charges.** A payment default or other default by Customer resulting in termination of this Agreement or any Service will entitle Intermax to collect from Customer applicable early termination charges, in addition to pursuing other available remedies.

ARTICLE 9 - CONFIDENTIAL INFORMATION, CPNI, AND REGULATORY POLICIES

9.1 Confidential Information. Each Party must protect the other's confidential information with the same degree of care used to protect its own confidential information, but in no event may less than a reasonable standard of care be used by either Party in connection with the preservation of the other Party's confidential information.

9.2 CPNI. Customer Proprietary Network Information ("CPNI") is Customer information acquired by Intermax from provisioning regulated telecommunications services to Customer. CPNI includes, among other things, Service identities, quantities and locations; information on how Service is being used; and Service billing information. A current version of the Intermax CPNI policy can be found at: www.intermaxnetworks.com, and is updated from time to time at that address, and customer agrees to the terms of that CPNI with their signature on this agreement.

9.3 REGULATORY POLICIES. Intermax keeps current copies of regulatory policies for review and download at: www.intermaxnetworks.com. Such current policies include: Privacy Policy; DMCA Policy; Acceptable Use Policy; and Website Terms and Condition are located there. From time to time as Federal and/or State regulations require, Intermax may update those policies and send notifications out. Details on compliance and communication about those policies reside on the website, and by signing this agreement Customer affirms they have reviewed those policies.

ARTICLE 10 - INDEMNIFICATION

10.1 Intermax's Indemnification of Customer. Intermax will defend and indemnify Customer, its employees, directors, officers, and agents, from and against any suit, proceeding, or other claim brought by any person or entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to: (a) damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful act or omission of Intermax in the provision of Service; or (b) Intermax's violation of any of its representations and warranties under this Agreement.



10.2 Customer's Indemnification of Intermax. Customer will defend and indemnify Intermax, its employees, directors, officers and agents, from and against any suit, proceeding, or other claim brought by any person or entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) representations regarding the nature of Customer's traffic; (c) any use or resale of Service by Customer ~~or others~~; or (d) Customer's violation of any of its representations and warranties under this Agreement.

10.3 Intellectual Property. If Service, by itself as provided by Intermax, becomes, or if Intermax reasonably believes it may become, the subject of a suit, proceeding or other claim by any person or entity (not a party to or an Affiliate of a party to this Agreement) that the Service directly infringes U.S. patent, trademark or copyright rights of such person or entity, Intermax at its own expense and option will: (a) procure the right to continue to provide Service; (b) modify or replace Service with a different one having substantially similar functionality; or (c) discontinue the Service and, as appropriate, refund to Customer a pro-rata portion of charges paid by Customer through the date of Service discontinuance.

10.4 Procedure. If a claim is made against Intermax or Customer, the Party in receipt of the claim ("Indemnified Party") will notify the other Party ("Indemnifying Party") in writing no later than sixty (60) days after learning of a potential claim. The Indemnifying Party will be entitled to assume sole control of the defense of the claim and all related settlement negotiations. The Indemnified Party will provide assistance, information and authority reasonably necessary to assist the Indemnifying Party. A Party may not settle a claim without the other's consent if the settlement would impose an obligation on, or require any admission by, the other Party. Failure of the Indemnified Party to provide notification of a claim will not relieve the Indemnifying Party of its obligations under this Agreement except to the extent the delay prejudices the Indemnifying Party.

10.5 Limitation. Sections 10.1 and 10.3 set forth the entire liability of Intermax, and Customer's sole and exclusive remedies, with respect to any claim subject to indemnification under this Agreement.

10.6 Survival. These indemnification obligations will survive this Agreement.

ARTICLE 11 - LIMITATION OF LIABILITY

11.1 Consequential Damages. Neither Party is liable to the other for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature whatsoever including, without limitation, any lost profits, lost revenues, lost savings or any other business loss including goodwill, loss of use of property, loss of data, cost of substitute performance equipment or services, downtime costs, and claims for damages or harm to business regardless of foreseeability or whether damages are caused by the negligence, willful misconduct, or wrongful act arising from or related to this Agreement. A Party's out-of-pocket costs for damages of the kinds specified in the preceding sentence that are recovered by a third party are indirect damages to such Party, and each Party releases the other Party and its Affiliates, as well as their respective officers, directors, managers, employees, and agents, from damages from such claim(s), except to the extent they constitute claims for which indemnification is due under Sections 10.1 and 10.2.

11.2 Service Credits and Liability Limits. Customer's sole remedy for any failure of Service is the right to receive Service Outage credits due under the Agreement. INTERMAX'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT (OTHER THAN FOR SERVICE FAILURES FOR WHICH SERVICE OUTAGE CREDITS WILL BE GIVEN AS SET FORTH ABOVE), IS LIMITED TO THE LESSER OF THE DIRECT DAMAGES ALLEGED AND PROVED BY CUSTOMER OR THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICE DURING THE THREE (3) MONTHLY BILLING PERIODS IMMEDIATELY PRECEDING A CLAIM. The foregoing limitations apply to all causes of action and claims irrespective of their nature, including breach of contract, breach of warranty, strict liability, negligence, misrepresentation, or any other tort.

ARTICLE 12 - FORCE MAJEURE

With the exception of payment of fees and charges due under this Agreement and except as otherwise expressly provided in this Agreement, neither Party shall be liable to the other Party under this Agreement for any delay or failure of performance resulting from any cause beyond such Party's reasonable control and without its fault or negligence, including without limitation, unusually severe weather conditions; earthquakes;



floods; nuclear accidents; acts of God; epidemics; war, terrorist acts, riots, insurrections and civil disturbances; government regulations; acts of civil or military authorities or the public enemy; and fuel or energy shortages (collectively "Force Majeure"). The Parties agree that no labor dispute concerning the personnel and subcontractors of either Party will be considered a Force Majeure event.

ARTICLE 13 - DISPUTE RESOLUTION

13.1 Applicable Law and Venue. This Agreement will be governed by the laws of the State of Idaho without regard to choice of law principles. Any action arising out of or relating to this Agreement must be brought exclusively in state courts located in Kootenai County, Idaho, or in the United States District Court for the District of Idaho. Customer waives any right or entitlement to bring an action in other venues.

13.2 Litigation Election. Either Party may elect to litigate the following type of case or controversy: (a) an action seeking equitable relief; (b) a suit to compel compliance with this dispute resolution process; or (c) non-compliance with a Party's publicity obligations. Intermax may elect to litigate billing or payment disputes or collections matters.

13.3 Mediation. The Parties may elect to engage in non-binding mediation as a first alternative to litigation. Such an election must be mutual and reflected in a writing signed by both Parties. Each Party will bear its own costs in mediation and all third-party mediation costs will be shared equally between the Parties, unless otherwise agreed.

ARTICLE 14 - ASSIGNMENT

14.1 Assignability. Upon at least sixty (60) days written notice, either Party may assign this Agreement to an Affiliate without the prior written consent of the other Party. In connection with any assignment by Customer to an Affiliate, or a merger, reorganization or sale of all or substantially all Customer assets to a third party, the assignee must: (a) assume, in writing, all responsibilities and obligations under this Agreement; (b) be at least as creditworthy as Customer (as determined by Intermax in its reasonable discretion) as of the Effective Date of this Agreement; and (c) deliver to Intermax executed documents that are acceptable to Intermax and establish the terms of the Assignment.

14.2 Prior Agreement. If this Agreement is assigned to an entity that, prior to the assignment, had an agreement with Intermax, the service being provided will continue to be governed by that prior agreement, and the Service provided under this Agreement will be governed by this Agreement, each without reference to the other.

ARTICLE 15 - NOTICES

15.1 Bill Disputes. Customer must submit a dispute of any invoiced charge(s) electronically to: billing@intermaxteam.com and corporate@intermaxteam.com or such other address as Intermax may specify from time to time.

15.2 Service Discontinuation. Customer must submit a request to discontinue a Service to billing@intermaxteam.com or such other address as Intermax may specify from time to time. A request to discontinue Service will be effective no sooner than thirty (30) days after receipt thereof.

15.3 Other Matters. All other notices under this Agreement, including any notice pertaining to termination of this Agreement, must be in writing and delivered by overnight courier (e.g., Federal Express, DHL) or certified mail, return receipt requested, or via electronic mail to the persons whose names and business addresses appear below. A notice will take effect on the date of its receipt by the receiving Party:

If to Intermax:	Newmax, LLC, dba Intermax Networks 7400 Mineral Drive, Suite 300 Coeur d'Alene, Idaho 83815 Attn: Mike Kennedy, President Email: mkennedy@intermaxteam.com With Copy To: corporate@intermaxteam.com
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If to Customer: Post Falls Urban Renewal Agency
201 E 4th Ave
Post Falls, ID 83854
Attn: Joseph Johns
Email: postfallsura@gmail.com

Intermax may change its address and point(s)-of-contact by notifying Customer by bill message insert, email, or in accordance with the requirements established in this Article.

ARTICLE 16 - MISCELLANEOUS

16.1 Interpretation. This Agreement may not be construed or interpreted against either Customer or Intermax because that Party drafted, or caused its legal representative to draft, any of its provisions.

16.2 Order of Precedence. If there is an express inconsistency between a term in this Agreement, by itself, and a term in any Exhibit A, Schedule, or other contract document (including any Non-disclosure Agreement), the order of precedence, from the most to the least controlling, is the term contained in:

- (a) This Agreement;
- (b) The Exhibit A; and
- (c) The Schedule or other contract document (including any Non-disclosure Agreement).

16.3 Intermax Facilities, Equipment and Software. Intermax facilities, including equipment and software, used to provide any Service will remain the exclusive property of Intermax or its assignee, and nothing contained in this Agreement can be interpreted to convey to Customer any right, title or interest in the facilities, equipment or software, which will remain personal property even if attached to or embedded in realty. Customer may not remove or conceal any identifying plates, tags, or labels affixed to Intermax facilities or equipment, nor may Customer alter, or attempt to alter, software furnished as part of Service. Intermax may substitute or rearrange the facilities or equipment, or modify the software, so long as the quality of Service is not impaired by the changes. Upon termination of Service for any reason, Intermax will retrieve its facilities and equipment from Customer Premises or Customer, at its expense, will return to Intermax, within sixty (60) days of Service termination, all Intermax-provided facilities and equipment, along with any software and other information or materials provided by Intermax in connection with the furnishing of Service. The facilities, equipment, software or other materials retrieved or returned will be in the same condition as when initially delivered to Customer, normal wear and tear excepted. If Customer fails to return Intermax's property or allow for its retrieval, Customer must reimburse Intermax, upon demand, for the replacement cost of the facilities, equipment, software, and other information or materials provided, as well as any costs incurred by Intermax resulting from the Customer's failure to return Intermax's property.

16.4 Agency; Partnership; and Third Parties. Neither Party becomes the agent or legal representative of the other Party as a result of this Agreement (except where Customer signs a Letter of Authorization to port a phone number to execute on creating voice service), nor does it create a partnership or joint venture between the Parties. In addition, this Agreement confers no rights, benefits, or remedies of any kind on third parties including, without limitation, Customer's Carrier Customers and any End Users.

16.5 Waiver. No waiver of any provision in this Agreement will be binding unless in writing and signed by both Parties. The failure of a Party to insist on the strict enforcement of any provision of this Agreement will not constitute a waiver of the provision and all terms of the Agreement will remain in full force and effect.

16.6 Subsequent Agreement; Signatures; and Communication Methods.

(a) **Subsequent Agreement.** No subsequent agreement between the Parties concerning Service will take effect or be binding unless made in writing and signed by both Parties.

(b) **Signatures.** Any requirement for a signature in any document relating to this Agreement may be satisfied by a facsimile transmission of an original signature or by delivery of electronic mail in PDF or similar scanned format, or by an electronic symbol or process ("e-signature") attached to or logically associated



with this Agreement, including any component hereof, and executed or adopted by a person having the intent to sign the document. Any person completing, submitting or executing any such document on behalf of Customer by way of the Internet or other electronic or online means represents that he/she possesses the authority to act on Customer's behalf and any such documents so delivered to, and accepted by, Intermax will be binding on Customer.

(c) **Communication Methods.** Neither electronic mail nor instant messaging (IM) will be a "writing" sufficient to modify the terms of the Agreement, although those methods of communication may be used otherwise in the performance of the Parties' obligations under this Agreement.

16.7 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes any prior or contemporaneous agreements, arrangements, or understandings, both written and oral, with regard to Service. The Addenda, Exhibits, and other documents to which reference has been made are integrated parts of this Agreement.

16.8 Severability. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it will be ineffective only to the extent of its invalidity and will not affect the remaining provisions in this Agreement.

16.9 Non-Exclusivity. This Agreement is non-exclusive. Either Party may enter into similar arrangements with others. Intermax may, as part of its normal business undertakings, actively market its services in full and fair competition with Customer or its Carrier Customers.

16.10 Survival. The terms of this Agreement which, by their usage and context, are intended to survive this Agreement including, without limitation, the obligation to make payments for Service, will survive its expiration or termination.

16.11 Headings and Internal References.

(a) **Headings.** The Article and Section headings in this Agreement, including all its incorporated documents, are for convenience only and may not be considered in interpreting the provisions in which they appear.

(b) **Internal References.** Any plainly erroneous references or citations to Articles and Sections in this Agreement, including all its incorporated documents, will allow either Party to demonstrate to the reasonable satisfaction of the other Party the intended reference or citation based on logic, context and previous versions of contractual documents.

16.12 Authority. Each Party represents to the other that this Agreement has been duly authorized, executed, and delivered by and on behalf of such Party and constitutes the valid, binding, and enforceable agreement.



AGREED TO AND ACCEPTED BY:

Newmax, LLC, dba Intermax Networks

BY: DocuSigned by:
Shane Arrian
9DCC0A3FB485446
AUTHORIZED SIGNATURE

Shane Arrian
PRINT NAME

Corporate Sales Associate
PRINT TITLE

DATE: 9/26/2024

Post Falls Urban Renewal Agency

BY: _____
AUTHORIZED SIGNATURE

Joseph Johns
PRINT NAME

PRINT TITLE

DATE: _____