



Post Falls Urban Renewal Agency
September 16, 2021 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 Meeting Minutes, August 19, 2021
 - b. Commission Workshop Minutes, August 24, 2021
 - c. Communications, Property & Personnel Minutes, August 30, 2021
 - d. Special Commission Meeting Minutes, September 2, 2021
 - e. Payables
 - f. Bank Activity Report
 - g. Financial Reports
 - h. FY 2022 Legal Services Contract
 - i. Third Addendum to Lease Agreement
5. Committee Updates
 - a. Finance and Policy – Crosby
 - b. District Review - Coles
 - c. Communications, Property & Personnel - Carstensen
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. Public Hearing
 - a. 2022 Closing Budget for the Expo Urban Renewal District **ACTION ITEM**
8. Unfinished Business
 - a. Resolution 2021-04 Approving 2022 Closing Budget for the Expo Urban Renewal District **ACTION ITEM**
9. New Business
 - a. Welch Comer Task Order – J.R. Watson & Assoc. (Expo) **ACTION ITEM**
 - b. Appointment of Joseph Johns for Executive Director Position **ACTION ITEM**
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
August 19, 2021

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Vice-Chairman Larry Carstensen called the meeting to order at 8:00 a.m. Executive Director Diane Fountain called the roll. Present, in addition to Carstensen were Commissioners Eric Clemensen, Jame' Davis, Len Crosby and Christy Fleischman. Jerry Baltzell had an excused absence and Collin Coles had not yet arrived. Davis led the Pledge of Allegiance.

CEREMONIES, APPOINTMENTS AND ANNOUNCEMENTS

None

CONFLICT DISCLOSURE

None

CONSENT CALENDAR

Fountain introduced the Consent Calendar. Item A is the Commission Workshop Minutes, July 13, 2021.

Item B is the Commission Workshop Minutes, August 5, 2021.

Item C is the payables for the month totaling \$2,972,040.50 which includes the semi-annual payment of \$469,000 to WTB for the Greensferry Overpass loan and payment to the City of Post Falls for the sewer projects in the EPF district totaling \$2,496,269.94.

Item D is the Bank Activity Report which shows total funds in all accounts of \$7,320,138.74 with accrued interest for the month of \$543.02.

Item E is the financial reports as of July 31, 2021.

Item F is the FY2021 Audit Engagement Letter from Anderson Brothers, CPA to perform the FY2021 Audit for an amount not to exceed \$7,475.00.

Item G is a revision to Policy #27. The holiday schedule has been updated to reflect those recognized in the State of Idaho. It adds Martin Luther King Day and Columbus Day and removes the Floating Holiday. Vacation accrual numbers have been adjusted to reflect a 30 hour work week.

Approval of the consent calendar will authorize a transfer of \$2,972,040.50 to the First Interstate Checking Account for the monthly payables and \$543.02 accrued interest to the General Fund.

Commissioner Crosby asked about the \$2.49 Million check to the City of Post Falls. Fountain confirmed the payment is for the 12th Ave. Lift Station and EQ Basin and the upsizing project along Highway 41. The balance on those projects is \$626,000.

Commissioner Clemensen inquired on when final payment would be made on the EPF sewer projects. Fountain hopes to get a final billing by September 30.

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

COMMITTEE UPDATES

Finance & Policy – Crosby – Financial Statements were reviewed and approved. The budget has been completed and was published as required. Committee worked with the hiring committee and worked on the changes to Policy #27.

District Review – Davis – Nothing to report.

Communication, Property and Personnel – Carstensen – Committee has been involved in the hiring process for a new Executive Director. Committee will also be looking at updating the website in the near future.

CITIZEN COMMENTS

None

PUBLIC HEARING

Carstensen opened the Public Hearing for the proposed Fiscal Year 2022 Budget at 8:10 am.

Treasurer Crosby presented the FY 2022 Budget. Key aspects in this year's budget include revenues from tax increment based on values provided by the Kootenai County Assessor's office. As property values have increased, the levy rate projection for our urban renewal districts has decreased. The budget shows no increment for the W. Seltice II District as that district was closed in 2020, resulting in approximately \$360,000 per year going back to the underlying taxing districts. We are not anticipating any tax increment revenue for the recently created Downtown and Pleasant View URD's. Interest income is conservatively projected to be \$7,200. Carryover revenues in the East Post Falls district are going to be used sewer improvement projects and to pay down the Greensferry Overpass loan. Total funds available including carryover is \$5,988,354.

Main expenditures for FY 2022 will be debt reduction and proponent reimbursements for completed and accepted public improvements. The Commission will continue to aggressively pay down debt which as of September 30, 2021 is \$1.4 Million. Once the Expo, Center Point and East Post Falls District close approx. \$5.1 Million per year will go back to the underlying taxing entities.

Operating expenses for the Agency has been increased in FY 2022 primarily due a three month transition for the incoming Executive Director. The projected FY 2022 Operating expenses represent 3.88% of our projected revenue. We are projecting a 20% increase in actual operating expenses for FY2022 from \$193,000 to \$232,000 primarily as a result of having two employees over the proposed transition period. We are also projecting a contingency of \$45,000 and a carry-over of \$79, 187 to the Agency's General Fund.

Total expenses for FY 2022 including debt repayment, payments for public improvements, contingency and general fund carryover are \$5,988,354 – the proposed budget is fully balanced.

At this time Vice-Chairman Carstensen asked if any forms for public comment had been submitted. Being none, Carstensen closed the Public Hearing @ 8:22 am for Commission deliberation and action.

UNFINISHED BUSINESS

Resolution 2021-03 Approving Fiscal Year 2022 Annual Budget. Commissioner Davis made a motion to approve the FY 2022 Budget and adopt Resolution 2021-03, seconded by Fleischman. Motion carried by voice vote.

Agency By-Laws Amendment. Commissioner Crosby stated the amendment reflects a change to the Monthly Commission meetings from 8 am to 9 am. Crosby made a motion to accept the Agency By-Laws Amendment, seconded by Clemensen. Motion carried by voice vote.

NEW BUSINESS

Beyond Green, Inc. Order of Approval. The proponent of the Post Falls Technology District has requested reimbursement of the prepaid cost for the Urban Renewal Plan of \$15,000. The Plan Fee is specifically referenced as a "Participant Advance" in the OPA. The Order of Approval has been reviewed by legal counsel.

Commissioner Clemensen made a motion to approve the Order of Approval for Beyond Green as presented, seconded by Fleischman. Motion carried by voice vote.

Crosby noted this is the first time a proponent has requested reimbursement of the Plan Fees.

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

<u>District</u>	<u>Proponent</u>	<u>Reimbursement</u>	<u>Remaining Obligation</u>
Center Point	Pointe Partners, LLC	\$175,605.68	\$ 0
Tullamore	Copper Basin Construction	\$553,498.65	\$ 786,802.00
Tullamore Commons II	Whitewater Creek	\$ 11,081.58	\$ 149,834.83
Expo	Watson & Assoc.	<u>\$180,433.95</u>	\$ 451,177.17
	Total	\$920,619.86	

In the Center Point District there is a balance of \$56,155.82 to be used for future improvements.

Pointe Apartments has a current balance of \$107,683.94 that is being held until the Agreement between Whitewater Creek and Point Partners, LLC is signed.

The Post Falls Technology District has a current balance of \$158,503.08 for future reimbursement of public infrastructure improvements.

The East Post Falls S/C District has a balance of \$1,900,776.94 that will be used for traffic signals along Highway 41 @ Poleline & 16th Avenues and towards payments on the Greensferry Overpass loan. The Agency has also entered into an MOU with the city for improvement projects on Cecil Avenue. The projected increment for FY2022 in this district is \$2.6 Million.

Commissioner Coles arrived @ 8:28 am

Commissioner Davis made a motion to approve the Semi-Annual Proponent Reimbursements as presented and authorize the transfer of \$920,619.86 to the First Interstate Bank Checking account, seconded by Clemensen. Roll Call: Clemensen – Aye; Coles – Aye; Davis – Aye; Carstensen – Aye; Crosby – Aye; Fleischman – Aye. Motion carried.

Projected 2022 Closing Budget – Expo District. Fountain stated a closing budget must be published the year prior to the closure of an urban renewal district. There will be a public hearing on September 16, 2021 to present the closing budget for the Expo URD. The closure date of the Expo District is November 6, 2021, the Agency can collect increment in 2022 per Idaho Code. The anticipated increment of \$569,210 will be used to reimburse the proponent for public improvements.

Commissioner Clemensen made a motion to tentatively approve the Closing Budget for the Expo District and authorize staff to advertise the Public Hearing for September 16, 2021, seconded by Crosby. Motion carried by voice vote.

EXECUTIVE SESSION

Commissioner Clemensen moved to enter into Executive Session @ 8:35 am for the following purpose pursuant to Idaho Code Section 74-206 (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. Seconded by Crosby. Roll Call: Clemensen – Aye; Coles – Aye; Davis – Aye; Carstensen – Aye; Crosby – Aye; Fleischman – Aye. Motion carried.

Regular meeting convened @ 8:58 am.

STAFF REPORT

Fountain stated that she met with the Shelly, the City Administrator last week. Shelly indicated the Mayor is considering changing the terms for the urban renewal Commissioners to 4 years to make the terms consistent with other Commissions. If that change is made it would take place near the end of the year and would not affect current terms. The city will have to pass an Ordinance and the Agency would revise its By-Laws.

COMMISSIONER COMMENTS

Commissioner Crosby attended a meeting where Sen. Risch attended and shared information on the 2020 Census. The growth seen in Kootenai County from 2010 to 2020 was 36,868 people. That growth represents a larger population than 32 other Idaho counties and 153 other Idaho cities. The populations of ADA County and Kootenai County now represents 49.5% of the state population. The Post Falls/Rathdrum area is

expected to exceed the population of Coeur d'Alene by 2030. Growth will continue for at least another five (5) years.

CHAIRMAN COMMENT

Please visit the North Idaho State Fair.

ADJOURNMENT

Carstensen asked for a motion to adjourn. Commissioner Davis made the motion, seconded by Crosby. All in favor by voice vote. Meeting was adjourned at 9:00 am.

Respectfully submitted,

Diane Fountain, Executive Director

Larry Carstensen, Vice-Chairman

**POST FALLS URBAN RENEWAL
Workshop MINUTES**

August 24, 2021 – Post Falls Chamber of Commerce, Conference Room

CALL TO ORDER and ROLL CALL

Chairman Jerry Baltzell called the meeting to order at 4:30 p.m. Present in addition to Baltzell were Commissioners Larry Carstensen, Len Crosby, Jame' Davis, Christi Fleischman, Collin Coles and Eric Clemensen. Also in attendance was Diane Fountain and Pete Bredeson.

CONFLICT DISCLOSURE

None

CITIZEN COMMENTS

None

EXECUTIVE SESSION. Commissioner Carstensen moved to enter into Executive Session for the following purposes pursuant to Idaho Code 74-206 (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. Motion seconded by Crosby. Roll Call Vote: Baltzell – Aye; Carstensen – Aye; Crosby – Aye; Davis – Aye; Fleischman – Aye; Coles – Aye; Clemensen – Aye. Motion carried.

Executive session started at 4:31 pm and ended at 7:11 pm.

ADJOURNMENT

Commissioner Carstensen moved to adjourn @ 7:11 pm, seconded by Crosby. Motion carried.

Respectfully submitted,

Diane Fountain, Executive Director

Jerry Baltzell, Chairman

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

August 30, 2021 – Post Falls Chamber Conference Room

CALL TO ORDER, ROLL CALL

Chairman Larry Carstensen called the meeting to order at 7:08 a.m. Present in addition to Carstensen was Christi Fleischman (via phone) and Diane Fountain. Commissioner Jame' Davis was not present.

CONFLICT DISCLOSURE

None

CITIZEN COMMENT

None

EXECUTIVE SESSION. Commissioner Carstensen moved to enter into Executive Session for the following purposes pursuant to Idaho Code 74-206 (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. Motion seconded by Fleischman. Roll Call Vote: Carstensen – Aye; Fleischman – Aye. Motion carried.

Executive session started at 7:15 am and ended at 7:30 am.

ADJOURNMENT

Meeting adjourned @ 7:40 am.

Respectfully submitted,

Diane Fountain, Executive Director

Larry Carstensen, Chairman

**POST FALLS URBAN RENEWAL
Special Meeting**

September 2, 2021 – Post Falls Chamber of Commerce, Conference Room

CALL TO ORDER, ROLL CALL

Chairman Jerry Baltzell called the meeting to order at 9:00 am. Present in addition to Baltzell were Commissioners Larry Carstensen, Collin Coles, Eric Clemensen, Jame' Davis, Christi Fleischman and Len Crosby. Also in attendance was Diane Fountain.

CONFLICT DISCLOSURE

None

CITIZEN COMMENTS

None

EXECUTIVE SESSION. Commissioner Carstensen moved to enter into Executive Session for the following purposes pursuant to Idaho Code 74-206 (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. And further that no final action or making of any final decision shall be made in the Executive Session, and that the Executive Session shall last no longer than 15 minutes. Motion seconded by Coles. Roll Call Vote: Baltzell – Aye; Carstensen – Aye; Crosby – Aye; Coles – Aye; Fleischman – Aye; Davis – Aye; Clemensen – Aye. Motion carried.

Executive session started at 9:02 am and ended at 9:17 am.

Executive Director Position. Commissioner Crosby made a motion to extend an offer letter to Karen Howell as discussed in Executive Session. Motion seconded by Clemensen. Roll Call Vote: Baltzell – Aye; Carstensen – Aye; Crosby – Aye; Coles – Aye; Fleischman – Aye; Davis – Aye; Clemensen – Aye. Motion carried.

ADJOURNMENT

Commissioner Crosby moved to adjourn @ 9:22 am, seconded by Coles. Motion carried.

Respectfully submitted,

Diane Fountain, Executive Director

Jerry Baltzell, Chairman

**Post Falls Urban Renewal Agency - In-House
Unpaid Bills Detail
As of September 16, 2021**

Type	Date	Num	Due Date	Aging	Open Balance
Bredeson Law Group					
Bill	09/12/2021	989	09/16/2021		600.00
Total Bredeson Law Group					600.00
Canon Solutions America, Inc.					
* Bill	09/01/2021	40373...	09/16/2021		10.49
Total Canon Solutions America, Inc.					10.49
Coeur d' Alene Press					
Bill	08/31/2021	9887	09/16/2021		559.71
Total Coeur d' Alene Press					559.71
Diane Fountain					
Bill	09/05/2021	Augus...	09/20/2021		15.00
Total Diane Fountain					15.00
ICRMP					
Bill	09/04/2021	18009...	09/16/2021		2,641.00
Total ICRMP					2,641.00
TOTAL					3,826.20

* Additional Bill Received

payroll

4752.00
8,578.26

Bank Activity Report

August 2021

Cash Section

Checking: First Interstate

Beginning Balance		\$	10,683.06
Deposits	\$	3,951,212.21	
Withdrawals	\$	(3,950,925.26)	
Ending Balance		\$	10,970.01
Outstanding Checks	\$	(1,419.02)	
Account Balance		\$	9,550.99

Idaho Central CU - Savings

Beginning Balance		\$	25.00
Interest			
Ending Balance		\$	25.00

Investment Section

LGIP General Fund 1829

Beginning Balance		\$	818,204.22
Contributions	\$	175,637.85	
Withdrawals	\$	(6,770.76)	
Ending Balance		\$	987,071.31
Outstanding Transfer	\$	-	
Account Balance		\$	987,071.31

LGIP Capital Improvements 1910

Beginning Balance		\$	6,255,462.96
Contributions	\$	44,089.44	
Withdrawals	\$	(4,076,432.62)	
Ending Balance		\$	2,223,119.78
Outstanding Transfer	\$	-	
Account Balance		\$	2,223,119.78

Certificate of Deposits

Washington Trust Bank (CD - Loan Reserve)

Interest Rate
0.15%

Amount
\$ 236,901.00

Maturity Date
11/6/2021

Total Funds All Accounts:

\$ 3,456,668.08

August

	Interest
State Pool - LGIP 1910	\$ 491.55
CD - Washington Trust Bank	\$ -
CDARS - Washington Trust Bank	\$ -
Total	\$ 491.55

Post Falls Urban Renewal Agency - In-House

09/07/21

Balance Sheet

Accrual Basis

As of August 31, 2021

	Aug 31, 21
ASSETS	
Current Assets	
Checking/Savings	
First Interstate Bank- Checking	9,550.99
LGIP1829-General Fund	987,071.31
LGIP1910-Capital Improvements	2,223,119.78
Savings - Idaho Central CU	25.00
WTB - Loan Reserve - CD	236,901.00
Total Checking/Savings	3,456,668.08
Other Current Assets	
Accounts Receivable - Taxes	39,068.00
FMV - State Investment Pool	22,215.00
Interest Receivable	3,000.00
Prepaid Insurance	2,261.06
Total Other Current Assets	66,544.06
Total Current Assets	3,523,212.14
TOTAL ASSETS	3,523,212.14
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Vacation Payable	2,557.52
Deferred Increment Revenue	28,409.00
Payroll Liabilities	
ID- Unemployment Payable	18.40
Payroll Liabilities - Other	1,748.59
Total Payroll Liabilities	1,766.99
Washington Trust Bank-Overpass	503,340.49
Total Other Current Liabilities	536,074.00
Total Current Liabilities	536,074.00
Long Term Liabilities	
Proponent Reimbursement Balance	
Washintgon Trust Bank-Overpass	894,679.85
Total Proponent Reimbursement Balance	894,679.85
Total Long Term Liabilities	894,679.85
Total Liabilities	1,430,753.85
Equity	
Allowance for Long Term Debt	-1,398,020.34
Assigned Fund Balance	3,268,252.00
Committed Fund Balance	72,749.00
Fund Balance - General Fund	-152,951.55
Fund Balance - Special Revenue	0.43
Nonspendable Fund Balance	2,261.00
Restricted Fund Balance	422,852.44
Unrestricted Net Assets	2,453,006.55
Net Income	-2,575,691.24
Total Equity	2,092,458.29
TOTAL LIABILITIES & EQUITY	3,523,212.14

Post Falls Urban Renewal Agency - In-House

09/07/21

Profit & Loss

Accrual Basis

August 2021

	Aug 21	Oct '20 - Aug 21
Ordinary Income/Expense		
Income		
Interest	643.28	17,179.89
Center Point District	0.00	715,549.48
East Post Falls District	41,102.64	3,725,630.48
Expo District	1,736.56	487,630.78
Post Falls Technology District	707.22	159,496.03
Total Income	44,189.70	5,105,486.66
Gross Profit	44,189.70	5,105,486.66
Expense		
Advertising & Legal Notices	0.00	166.29
Audit	0.00	7,250.00
Computer Repair & Maintenance	0.00	326.25
Computer Software	0.00	420.13
District Payments	3,900,889.60	7,595,387.86
Dues & Memberships	0.00	770.00
Engineering Services	0.00	3,200.00
Insurance	0.00	150.00
Legal Fees	700.00	9,425.00
Office Supplies	28.68	151.13
Payroll Expenses	6,176.14	55,558.95
Postage, Mailing Service	0.00	4.55
Printing and Copying	7.69	319.72
Rent	0.00	7,740.00
Telephone, Telecommunications	15.00	150.00
Website Design, Hosting & Maint	81.12	158.02
Total Expense	3,907,898.23	7,681,177.90
Net Ordinary Income	-3,863,708.53	-2,575,691.24
Net Income	-3,863,708.53	-2,575,691.24

Fund Reconciliation:

8/31/2021

QB

First Interstate - Checking	GF	\$	9,550.99
LGIP - 1829	GF	\$	987,071.31
LGIP - 1910	CIP	\$	2,223,119.78
Savings - Idaho Central CU	GF	\$	25.00
WTB - Loan Reserve - CD	CIP	\$	236,901.00
WTB - Loan Reserve - CDARS	CIP	\$	-
Total			<u><u>\$ 3,456,668.08</u></u>

FUNDS

General Fund	GF	\$	996,647.30
Capital Improvement Fund	CIP	\$	2,223,119.78
WTB - Loan Reserve (EPF)	CIP	\$	236,901.00
Total			<u><u>\$ 3,456,668.08</u></u>

C.I. Fund Allocation:

PF Technology	\$	158,503.08
CP-The Pointe	\$	56,155.82
CP-Pointe Apartments	\$	107,683.94
Expo	\$	-
EPF-Tullamore	\$	-
EPF-Tullamore Commons II	\$	-
EPF-S/Ctr	\$	1,900,776.94
	\$	<u>2,223,119.78</u>

Post Falls Urban Renewal Agency
Increment Received District Obligation Balance

Termination Date	Technology Dist.	Center Point The Pointe	Pointe Apartments	East Post Falls		Commons II	Expo	Total	
	2038	2022	2022	South/Central 2022	North-Tullamore 2022	2022	2021		
Sep-20	21.41	1,954.35		1,849.39			628.93	4,454.08	
Oct-20	651.68	-	-	1,546.10				2,197.78	
Nov-20	-	7,889.98	-	1,344.98	-	-	-	9,234.96	
Dec-20	4,095.24	-	-	67,190.98	9,890.47	-	11,040.87	92,217.56	
Jan-21	67,842.94	390,489.67	22,705.72	1,274,673.41	527,139.01	11,081.57	222,888.91	2,516,821.23	
Payments	Feb-21	3,085.13	14,996.90	-	141,926.74	16,479.03	-	48,267.05	224,754.85
	Mar-21	1,388.63	-	-	54,838.72	1,526.30	-	12,768.49	70,522.14
	Apr-21	16,669.09	-	-	66,363.63	2,651.45	-	32,444.07	118,128.24
	May-21	1,008.54	-	-	20,456.89	22,001.43	-	12,205.85	55,672.71
	Jun-21	2,254.28	-	-	22,917.03	43,030.78	11,081.58	19,565.89	98,849.56
	Jul-21	61,793.28	256,761.50	22,705.71	915,085.38	473,302.36	-	126,713.09	1,856,361.32
Payments	Aug-21	707.22	-	-	5,116.31	35,986.33	-	1,736.56	43,546.42
	Sep-21							-	
Total YTD	159,517.44	672,092.40	45,411.43	2,573,309.56	1,132,007.16	22,163.15	488,259.71	5,092,760.85	
Approved Obligation		8,138,574.84		25,527,735.00	6,498,959.82	325,000.00	4,462,491.95	44,952,761.61	
Obligation Balance @ 6/30/21		175,605.68		8,452,193.29	1,340,300.65	160,916.41	631,611.12	10,760,627.15	
Carry over @ 6/30/21	136,002.58	-	109,978.23	3,995,844.99	69,209.96	11,081.58	76,984.30	4,399,101.64	

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is entered into as of this ___ day of September, 2021 by and between the Post Falls Urban Renewal Agency, an Idaho urban renewal agency, 201 E. 4th Ave., Post Falls, ID 83854 ("Agency"), and Pete B. Bredeson, Attorney at Law d/b/a Bredeson Law Group, of 1677 East Miles Avenue, Suite 202, Hayden Lake, Idaho 83835 ("Bredeson").

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

The period of performance under this Agreement will be October 1, 2021 through September 30, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

Point of Contact for Agency:

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

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

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

POST FALLS URBAN RENEWAL AGENCY

Jerry Baltzell, Chairman

BREDESON LAW GROUP

Pete B. Bredeson, Attorney at Law

THIRD ADDENDUM TO LEASE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

DATED this ____ day of _____, 2021.

“Tenant”

THE POST FALLS URBAN RENEWAL AGENCY

By: _____
Len Crosby, Treasurer

DATED this ____ day of _____, 2021.

“Landlord”

THE POST FALLS CHAMBER OF COMMERCE, INC.

By:  _____
Julie Holt, Chairperson

Resolution No. 2021 – 04

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, MAKING FINDINGS CONCERNING A FISCAL YEAR 2022 CLOSING BUDGET FOR THE EXPO URBAN RENEWAL DISTRICT AND ADOPTING SAID BUDGET.

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

WHEREAS the Expo Urban Renewal District and Revenue Allocation Area were initially created in 1995 with a termination date of November 6, 2021, and

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

WHEREAS it has been determined that the Expo Urban Renewal District and Revenue Allocation Area can be closed effective November 6, 2021, and that the revenue allocation area could not be terminated prior to January 1, 2021 since current tax year revenues were not sufficient to cover all estimated expenses for the current year and all future years. However, pursuant to Idaho Code Section 50-2905(7), the Agency shall receive an allocation of revenues from the Expo Revenue Allocation Area in calendar year 2022.

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

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

- a. That the estimated revenues of the Expo Urban Renewal District for the period October 1, 2021 to September 30, 2022, including the Agency's allocation of revenues from the Expo Revenue Allocation Area in calendar year 2022, are described in Exhibit A.
- b. That the estimated expenses of the Agency for the period October 1, 2021 to September 30, 2022, are described in Exhibit A.

Section 2. That the Agency does hereby adopt Exhibit A as the closing budget for the Expo Urban Renewal District and Revenue Allocation Area as of the period ending September 30, 2022 and does hereby tender a copy of said budget to the Post Falls City Council.

PASSED by the Post Falls Urban Renewal Agency Commission at its regularly scheduled meeting on September 16, 2021.

Jerry Baltzell, Chairman

Exhibit A

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

District:	Expo
Proponent:	Watson & Assoc.
Date Created:	2001
District Plan Life:	20
Date Plan Expires:	11/6/2021
Total Urban Renewal:	\$ 4,462,492

Revenues:	Projected 2022	
Tax Increment Revenue	\$	569,210
Total Revenues	\$	569,210
Expenses		
Transfer To Capital Projects	\$	569,210
Total Expenses	\$	569,210
Unallocated Residual Increment	\$	-

This is Task Order No. 21-01,
consisting of 2 pages.

Task Order

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

1. Specific Project Data:
 - A. Title: JR Watson & Associates Expo Submittal # 12
2. Services of Engineer:
 - A. Perform a review of the Settlement Agreement between the Post Falls URA and the proponent.
 - B. Review the review for Expo – Reimbursement request #11.
 - C. 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.
 - D. Review City of Post Falls records for infrastructure acceptance.
 - E. Identify and review work performed for eligibility of reimbursement.
 - F. 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 _____, 2021.

OWNER:
 Post Falls Urban Renewal Agency

ENGINEER:
 Welch Comer & Associates, Inc.

By: _____
 Name: _____
 Title: _____

By: 
 Name: Matt Gillis, P.E.
 Title: Principal

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Diane Fountain
 Title: Executive Director
 Address: 201 E. 4th Ave
 Post Falls, ID 83854

E-Mail Address: postfallsura@gmail.com
 Phone: 208-777-8151
 Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt Gillis, P.E.
 Title: Principal
 Address: 330 E. Lakeside Ave., Ste 101
 Coeur d'Alene, ID 83814

E-Mail Address: mgillis@welchcomer.com
 Phone: 208-664-9382
 Fax: 208-664-5946