

POST FALLS URBAN RENEWAL AGENCY
THIRD ADDENDUM TO URA POLICY NUMBER 07

Subject: Third Addendum to URA Policy# 07

Effective Date:

Issued by: Finance Committee

Policy: Addendum to Policy #07 regarding Reimbursement from Tax Increment for Urban Renewal Districts created after January 1, 2021

Background: Tax Increment received by the Agency for each of the Urban Renewal Districts is disbursed in February and August of each year for project cost reimbursement pursuant to a Commission-approved Owner Participation Agreement and a Commission-approved Order of Approval. The purpose of Section A of this Addendum is to provide the Agency with flexibility regarding the reimbursement of City and Commission approved public improvements set forth in an approved Urban Renewal Plan for mixed use, infill developments located within the Downtown District. The purpose of Section B of this Addendum is to provide the Agency with flexibility regarding the reimbursement of City and Commission approved public improvements set forth in an approved Urban Renewal Plan for the development of projects related to Workforce Housing. This Policy Addendum shall apply to Urban Renewal Districts created after January 1, 2021.

For Commission approved public improvements constructed within an approved Urban Renewal District located within the City of Post Falls the Commission may approve the following reimbursement amounts for completed, approved and dedicated public improvements:

- A. Mixed-Use (commercial, retail and residential) Development: Up to 100% of Commission approved and/or City-required on and off-site public improvements included in the Urban Renewal Plan for the Downtown District including major streets, sidewalks, major utility lines (sewer, water, waste water, gas, electric, broadband and related), public park areas, street trees and street landscaping, street lighting, on street parking required to service the commercial and retail portions of the development, required traffic controls (including City or Idaho Transportation Department required traffic signals and roundabouts specified in the approved Urban Renewal Plan), major development signage (not specific tenant signage) and improvements designed to provide tenants with pedestrian, bike or related inter-project modes of transportation.
- B. Workforce Housing: Up to 100% of on and off-site public improvements within an approved Urban Renewal District which are required for the construction of a Commission-approved workforce housing development. Workforce Housing is defined as housing which is affordable by families earning between 80 and 120 percent of the Area Median Income for Kootenai County, as established annually by the Department of Housing and Urban Development. Proponents seeking reimbursement for public improvements associated with the development of Workforce Housing must provide evidence that the rental or sale rates of the residential units being developed within an approved Urban Renewal District meet the affordability criteria. For rental units, the Proponent must provide evidence of a regulatory agreement or other contractual agreement designed to retain the affordability of the rental units.

- C. Site Remediation: Up to 100% of the direct costs associated with remediation of an environmentally impacted site for development of commercial or industrial properties, if such remediation is set forth in the approved Urban Renewal Plan for the district in which the development will be constructed.

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

POST FALLS URBAN RENEWAL AGENCY
An Idaho Urban Renewal Agency

By: _____, Chair
Jerry Baltzell, Chairman

Date: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Post Falls Urban Renewal Agency
210 E 4th Avenue
Post Falls, Idaho 83854

(Space Above For Recorder's Use)

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, Idaho, 83854, hereinafter referred to as the Agency, and WIL-HUNT I, LLC, a Washington limited liability company, 7405 S. Hayford Road, Cheney, Washington 99004, hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act;

WHEREAS the Post Falls City Council did on June 1, 2021, pass Ordinance No. 1414, duly adopting the Pleasant View District Urban Renewal Plan and creating the Pleasant View Urban Renewal District;

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, and hereinafter referred to as the Site;

WHEREAS the Participant intends to construct public infrastructure improvements on or by the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed improvements associated with the Project is also included in **Exhibit B**. Detailed illustrations of these proposed improvements are attached hereto as **Exhibit C**;

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan;

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

WHEREAS the City of Post Falls (“City”) has agreed to contribute a yet-to-be-determined amount the Agency (the “City Funds”) for the construction of certain public infrastructure improvements that are part of the Project.

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project;

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed first from the City Funds and then from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement; and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been constructed, dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency. Any other public improvements that are constructed by the Participant and are not identified in **Exhibit B** as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The Participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, polices, and design standards. Such Improvements shall not be eligible for reimbursement until they are dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency.

- 3.2. Prior to commencing construction, all necessary permits shall be obtained by the Participant and/or the Participant's agents.
- 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.
- 3.4. During the term of the Plan and the District, the Participant agrees to not apply for or receive any property tax exemptions provided by Idaho law that would adversely affect the amount of tax increment revenues generated by the District. Pursuant to Sections 8.6 and 8.9 below, this obligation shall be binding upon the Participant's successors and assigns, including but not limited to assignees, purchasers and lessees. Furthermore, the Participant acknowledges that the grant of such tax exemptions to the Participant, its successors or assigns would adversely affect the Agency's ability to provide reimbursement for the Agency Funded Public Improvements.
4. **CONDITIONS:** In consideration for the commitments presented by the Participant, the Agency agrees to reimburse the Participant the costs Participant incurs to construct the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with City design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. The Participant shall complete the Agency Funded Public Improvements described in **Exhibit B** and any attachments to **Exhibit B**.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
 - 4.5. The Participant agrees to invoice the Agency for the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, approval by and dedication of the improvement(s) to the City of Post Falls, and the availability of tax increment revenues for the District.
 - 4.6. The Participant shall complete the Improvements on or before the 31st day of December, 2026.
5. **INITIAL CONSTRUCTION FUNDING:** The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit B** and previously approved by the Agency, hereinafter referred to as Participant Advances. Participant Advances to be reimbursed herein shall include Participant's borrowing costs which shall be reimbursed in accordance with Agency Policy No. 28.

6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:
 - 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances first from City Funds and then from tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.
 - 6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:
 - 6.2.1. Repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
 - 6.2.2. Payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.
 - 6.2.3. Payment of extraordinary administrative and/or legal costs associated with the District according to Agency Policy No. 16.
 - 6.2.4. Payments deemed necessary by the Agency to establish a "Debt Service Reserve Account" for any debt disclosed in Section 6.2.1 above.
 - 6.2.5. Reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement, or in the case of City funded improvements that the Agency has received invoices for before issuance of the Participant's order of approval.
 - 6.2.6. Reimbursement of Participant Advances in accordance with Agency Policies.
 - 6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's Policies concerning the use of tax increment revenue and cost reimbursement, which the Participant agrees to be bound by, including but not limited to Policy No. 7 and the Second Addendum to Policy No. 7, which establishes revised reimbursement parameters for Urban Renewal Districts created after January 1, 2021 and Policy No. 18 governing reimbursement for "soft costs". Reimbursement of Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies.
7. ANNUAL REVIEW: The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right

within the sole discretion of the Agency to make adjustments to the Plan that are authorized by the Plan and the Act.

8. MISCELLANEOUS:

- 8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.
- 8.2. The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project, except for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, its agents, employees or indemnitees.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Site for the purpose of inspections.
- 8.4. The Participant agrees at the appropriate time to convey title to the Agency Funded Public Improvements to the Agency, the City or another governmental entity. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept such dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the rights and obligations of the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in the First Judicial District of the State of Idaho, in and for the County of Kootenai. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs.
- 8.8. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties shall mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as that term is

defined by Idaho Law.

8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.

8.10. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
Jerry Baltzell, Chairman

WIL-HUNT I, LLC,
a Washington limited liability company

By: _____
James Williams, Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jerry Baltzell, proved to me on the basis of satisfactory evidence to be the Chairman of the Post Falls Urban Renewal Agency that executed the instrument or the person who executed the instrument on behalf of the Agency and acknowledged to me that such Agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written in this certificate.

NOTARY PUBLIC

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared James Williams, proved to me on the basis of satisfactory evidence to be the Member of Wil-Hunt I, LLC that executed the instrument or the person who executed the instrument on behalf of the company and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written in this certificate.

NOTARY PUBLIC

Exhibit A
Legal Description

EXHIBIT A
(Legal Description of the Property)

That portion of the Northwest Quarter of Section 29, Township 51 North, Range 5 West Boise Meridian, Kootenai County, State of Idaho, lying Southwesterly of the Burlington Northern Santa Fe Railroad Right of way.

EXCEPT the West 30 feet thereof,

EXCEPT the East 611.12 feet thereof,

ALSO EXCEPTING therefrom that portion described in the deed to Post Falls Highway District recorded May 29, 2002 as Instrument No. 1735110, records of Kootenai County, Idaho.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Post Falls Urban Renewal Agency
210 E 4th Avenue
Post Falls, Idaho 83854

(Space Above For Recorder's Use)

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, Idaho, 83854, hereinafter referred to as the Agency, and A&A Construction & Development, _____, hereinafter referred to as the Participant.

Commented [PB1]: Need to know type of entity (LLC, Corp., etc.)

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act;

WHEREAS the Post Falls City Council did on June 1, 2021, pass Ordinance No. 1415, duly adopting the Downtown District Urban Renewal Plan and creating the Downtown Urban Renewal District;

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, and hereinafter referred to as the Site;

Commented [PB2]: Need legal description for Property

WHEREAS the Participant intends to construct public infrastructure improvements on or by the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed improvements associated with the Project is also included in **Exhibit B**. Detailed illustrations of these proposed improvements are attached hereto as **Exhibit C**;

Commented [PB3]: Can use Engineer's Opinions of Probable Cost included with JUB's 05/03/22 letter. Need separate .pdf. Also need to redact all costs associated with 4th and Idaho roundabout since not in Plan unless the City can justify otherwise. They will also need to include the requested remediation costs.

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan;

Commented [PB4]: Can use maps included in JUB's 05/03/22 letter. Need a separate .pdf.

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

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project;

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement; and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been constructed, dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency. Any other public improvements that are constructed by the Participant and are not identified in **Exhibit B** as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The Participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, policies, and design standards. Such Improvements shall not be eligible for reimbursement until they are dedicated to the City of Post Falls, the Agency, or another governmental entity, and accepted by the City, the Agency or such governmental entity, which shall not be unreasonably withheld by the Agency.
 - 3.2. Prior to commencing construction, all necessary permits shall be obtained by the Participant and/or the Participant's agents.
 - 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.

- 3.4. During the term of the Plan and the District, the Participant agrees to not apply for or receive any property tax exemptions provided by Idaho law that would adversely affect the amount of tax increment revenues generated by the District. Pursuant to Sections 8.6 and 8.9 below, this obligation shall be binding upon the Participant's successors and assigns, including but not limited to assignees, purchasers and lessees. Furthermore, the Participant acknowledges that the grant of such tax exemptions to the Participant, its successors or assigns would adversely affect the Agency's ability to provide reimbursement for the Agency Funded Public Improvements.
4. CONDITIONS: In consideration for the commitments presented by the Participant, the Agency agrees to reimburse the Participant the costs Participant incurs to construct the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with City design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. The Participant shall complete the Agency Funded Public Improvements described in **Exhibit B** and any attachments to **Exhibit B**.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
 - 4.5. The Participant agrees to invoice the Agency for the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, approval by and dedication of the improvement(s) to the City of Post Falls, and the availability of tax increment revenues for the District.
 - 4.6. The Participant shall complete the Improvements on or before the 1st day of January, 2025.
5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit B** and previously approved by the Agency, hereinafter referred to as Participant Advances.
6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:
 - 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District. If for any reason tax increment revenues anticipated to be received by the

Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.

6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:

- 6.2.1. Repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
- 6.2.2. Payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.
- 6.2.3. Payment of extraordinary administrative and/or legal costs associated with the District according to Agency Policy No. 16.
- 6.2.4. Payments deemed necessary by the Agency to establish a "Debt Service Reserve Account" for any debt disclosed in Section 6.2.1 above.
- 6.2.5. Reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement, or in the case of City funded improvements that the Agency has received invoices for before issuance of the Participant's order of approval.
- 6.2.6. Reimbursement of Participant Advances in accordance with Agency Policies.

6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's Policies concerning the use of tax increment revenue and cost reimbursement, which the Participant agrees to be bound by, including but not limited to Policy No. 7 and the Second Addendum to Policy No. 7, which establishes revised reimbursement parameters for Urban Renewal Districts created after January 1, 2021, Policy No. 18 governing reimbursement for "soft costs" and Policy No. 28 regarding reimbursement of borrowing costs. Reimbursement of Participant Advances for Agency Funded Public Improvements shall be made in full compliance with all of the Agency's Policies.

7. ANNUAL REVIEW: The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan that are authorized by the Plan and the Act.

8. MISCELLANEOUS:

8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.

- 8.2. The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project, except for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, its agents, employees or indemnitees.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Site for the purpose of inspections.
- 8.4. The Participant agrees at the appropriate time to convey title to the Agency Funded Public Improvements to the Agency, the City or another governmental entity. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept such dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the rights and obligations of the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in the First Judicial District of the State of Idaho, in and for the County of Kootenai. The prevailing party in any action shall be entitled to reasonable attorney's fees and costs.
- 8.8. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties shall mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as that term is defined by Idaho Law.
- 8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.
- 8.10. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
Jerry Baltzell, Chairman

A&A CONSTRUCTION & DEVELOPMENT
a _____

By: _____
_____, _____

Commented [PB5]: Type of entity?

Commented [PB6]: Name and title of who will be signing

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jerry Baltzell, proved to me on the basis of satisfactory evidence to be the Chairman of the Post Falls Urban Renewal Agency that executed the instrument or the person who executed the instrument on behalf of the Agency and acknowledged to me that such Agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written in this certificate.

NOTARY PUBLIC

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, proved to me on the basis of satisfactory evidence to be the _____ of A&A Construction & Development that executed the instrument or the person who executed the instrument on behalf of the company and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written in this certificate.

NOTARY PUBLIC

June 14, 2022

Joseph Johns
Post Falls Urban Renewal Agency
201 E. 4th Ave, Suite 105
Post Falls, ID 83854

Re: East Post Falls Project Reimbursement

Dear Mr. Johns,

Attached is a reimbursement invoice for all expenses in fiscal year 2022 for both the 12th Avenue Lift Station/Equalization Project and the Highway 41 Sewer Project. There were no costs associated with the forcemain design from the 12th Avenue portion of this invoice.

The table attached shows the status of reimbursements for all three projects and that the City's contribution of \$535,000 toward the design of the 12th Avenue Project has been met.

This is the final reimbursement request from the City to the Agency on all three of the East Post Falls Sewer Projects. The City appreciates our partnership with the Urban Renewal Agency on these projects.

Sincerely,



John Beacham
Public Works Director

Attachments: East Post Falls Project Reimbursement Spreadsheet, Invoice with Supporting Reports



INVOICE

Billed To:
 Urban Renewal Agency
 201 E 4th Avenue
 Post Falls, ID 83854

DATE: 6/20/2022
 INVOICE #: INV04995
 DUE DATE: 7/20/2022
 TOTAL DUE: 787,215.58

CUSTOMER ACCOUNT # : 000012

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
12th Ave A Arbini Wage	1.00	47.40	47.40
12th Ave Invoices	1.00	237,970.77	237,970.77
Highway 41 Invoices	1.00	549,197.41	549,197.41
TOTAL THIS INVOICE			787,215.58

For questions, contact Melissa Heck at 208-457-3343

REMIT TO:

City of Post Falls
 408 N Spokane Street
 Post Falls, ID 83854

A copy of this invoice should accompany your check. Thank you!

Timeline for Closure of the East Post Falls Urban Renewal District

2022

- 07/??/22 Prepare East Post Falls Closing Budget for 2023
- 08/18/22 Commission approve Closing Budget & set Public Hearing for 9/18/22
- 09/04/22 1st Publish Specific District Closing Budget in CdA Press
- 09/11/22 2nd Publish Specific District Closing Budget in CdA Press
- 09/18/22 Commission Public Hearing / Approve Budget

2023

- 03/16/23 Prepare Resolution to East Post Falls District & declare excess funds (if any)
- 04/20/23 Commission Meeting – Approve Resolution 2023- XX/ Timeline / excess funds
- 05/02/23 Agency Resolution to City Council to pass Ordinance ** (legal Description & Map) to adopt Commission Resolution 2023-XX / Decision to Close District
- 05/05/23 City to Record Ordinance** to adopt Commission Resolution to close district
- 05/16/23 File Ordinance** with the County Recorder, County Assessor, County Auditor, affected taxing districts and the State Tax Commission (within 30 days from the effective date)

****Note:** Notification to State Tax Commission – intent to close district (by 4th Monday in July – preferably by June 1 per Alan Dornfest)
Notify Kootenai County of intent to close district by (4th Monday in July – preferably by 1st week in May for assessment purposes)

- 50-2907 Legal Description and Map
 - Record with County Recorder
 - File with County Assessor
 - File with County Recorder, Assessor, Taxing Districts and State Tax Commission within 30 days following action, no later than 10th of January of year following date of action
- URA must comply with 63-215 and 225 IDAPA, 35.01.03
- (per Pete attach map and legal to the Ordinance ONLY)***

Timeline for Closure of the Center Point Urban Renewal District

2022

- 07/??/22 Prepare Center Point Closing Budget for 2023
- 08/18/22 Commission approve Closing Budget & set Public Hearing for 9/18/22
- 09/04/22 1st Publish Specific District Closing Budget in CdA Press
- 09/11/22 2nd Publish Specific District Closing Budget in CdA Press
- 09/18/22 Commission Public Hearing / Approve Budget

2023

- 03/16/23 Prepare Resolution to Center Point District & declare excess funds (if any)
- 04/20/23 Commission Meeting – Approve Resolution 2023- XX/ Timeline / excess funds
- 05/02/23 Agency Resolution to City Council to pass Ordinance ** (legal Description & Map) to adopt Commission Resolution 2023-XX / Decision to Close District
- 05/05/23 City to Record Ordinance** to adopt Commission Resolution to close district
- 05/16/23 File Ordinance** with the County Recorder, County Assessor, County Auditor, affected taxing districts and the State Tax Commission (within 30 days from the effective date)

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