



**District Review Committee**  
June 20, 2024 – 8:15 a.m.  
Post Falls City Hall – Ante Room

1. Call to Order, Commissioner Roll Call
2. Conflict Disclosure
3. 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.
4. Engineer's Estimate of Project Costs – Millworx Project, Downtown District **Action**
5. Minor/Small Project Funding – Agency OPA revision **Action**
6. 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.**

**From:** Brad E. Marshall

**Sent:** Wednesday, May 22, 2024 10:54 AM

**To:** [joe.postfallsura@gmail.com](mailto:joe.postfallsura@gmail.com); Ryan Ruffcorn <[Ryan@aacdi.com](mailto:Ryan@aacdi.com)>; Josh Grigsby <[josh@aacdi.com](mailto:josh@aacdi.com)>; Cole Henderson <[chenderson@jub.com](mailto:chenderson@jub.com)>

**Subject:** Millworx - Public Art cost estimates

Joe,

Thank you for your email below, attached is an updated engineers estimated cost for the roundabout and Idaho Street extension for OPA Addendum #2. You will notice the estimated cost increased from \$1,696,000 to \$2,396,750 a difference of \$700,750 for the following reasons:

The prior estimate was based on 60% conceptual plans prepared nearly a year ago on 7/25/2023 and the revised 5/22/2024 estimate is based on final approved plans and additional insight on some actual unit costs. The bullet points listed below help outline where the cost difference comes from:

- Mobilization, Demolition increased \$39,700.
- The plantings and irrigation costs increased \$78,700 since we had very limited landscaping (i.e., rock) in the roundabout design as a place holder at that point and now have an attractive landscape plans to complement the public art. Additionally, the City required tree grate cost is quite a bit higher than anticipated.
- The electrical service increased \$162,640 due the ornamental pedestrian lights (specialty product) and Avista lights increases.
- We added \$117,082 for the public art based on actual cost estimate.
- We added 12% Soft costs on top of the increases discussed above which was not included in the prior estimates, that amounts to \$251,745.

As your aware, inflation continues to push construction costs upward. However, assessed values creating increment for reimbursement should increase as well. Plus, as your aware reimbursement is based on actual construction costs.

If you have any questions, please contact me.

Brad



## ENGINEER'S OPINION OF PROBABLE COST

**PROJECT:** 4th Ave. and Idaho St. Roundabout - Millworx URA 5/22/2024

**PROJECT DESCRIPTION:** 4th Ave. and Idaho St. Roundabout - URA OPA Cost Estimate

**CLIENT:** A&A Construction & Development

J-U-B PROJ. NO.: 20-22-025

ITEM NO.	DESCRIPTION	TOTAL COSTS
<b>4th Ave. and Idaho St. Roundabout</b>		
1	Mobilization	\$143,700
2	Demolition	\$96,080
3	Erosion Control	\$22,300
4	Earthwork and Site Grading	\$180,000
5	Traffic Control	\$25,000
6	Sanitary Sewer	\$26,340
7	Domestic and Fire Water	\$39,060
8	Storm Drainage	\$107,025
9	Planting and Irrigation	\$152,700
10	Site Concrete	\$561,730
11	Asphalt Paving and Subgrade Rock	\$263,548
12	Striping and Signage	\$76,750
13	Electrical Service	\$328,640
14	Public Art	\$117,082
<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>		<b>\$2,139,955</b>
	Soft Costs (Anticipated Actual Soft Costs 12% of Construction Cost)	\$256,795
<b>TOTAL ESTIMATED COSTS (CONSTRUCTION + SOFT)</b>		<b>\$2,396,750</b>

CCH

**J-U-B ENGINEERS, INC.**

7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787



## ENGINEER'S OPINION OF PROBABLE COST

<b>PROJECT:</b>	4th Ave. and Idaho St. Roundabout - Millworx URA	5/22/2024
<b>PROJECT DESCRIPTION:</b>	4th Ave. and Idaho St. Roundabout - URA OPA Cost Estimate	
<b>CLIENT:</b>	A&A Construction & Development	
<b>CLIENT PROJ. NO.</b>	J-U-B PROJ. NO.: 20-22-025	

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>1</b>	<b>Mobilization</b>				<b>\$143,700</b>
	Mobilization (8% of Civil/Landscaping Total)	1	LS	\$143,700	\$143,700
<b>2</b>	<b>Demolition</b>				<b>\$96,080</b>
	Site Demolition & Haul-Off	1	LS	\$95,000	\$95,000
	Saw Cutting	180	LF	\$6	\$1,080
<b>3</b>	<b>Erosion Control</b>				<b>\$22,300</b>
	Sediment Control	1	LS	\$15,000	\$15,000
	Silt Fence	260	LF	\$5	\$1,300
	Vehicle Tracking Control	2	EA	\$3,000	\$6,000
<b>4</b>	<b>Earthwork and Site Grading</b>				<b>\$180,000</b>
	Site Grading (Approximately 8,100 C.Y. of imported material in addition to project site grading)	1	LS	\$180,000	\$180,000
<b>5</b>	<b>Traffic Control</b>				<b>\$25,000</b>
	Traffic Control	1	LS	\$25,000	\$25,000
<b>6</b>	<b>Sanitary Sewer</b>				<b>\$26,340</b>
	Sanitary Sewer Manhole	1	EA	\$4,100	\$4,100
	Adjust Existing Sewer Manhole Lid	1	EA	\$1,300	\$1,300
	8" PVC Sanitary Sewer Pipe	270	LF	\$72	\$19,440
	8" Sewer Pipe Cap & Mark	1	EA	\$1,500	\$1,500
<b>7</b>	<b>Domestic and Fire Water</b>				<b>\$39,060</b>
	Adjust Existing Cast Iron Valve Corners	3	EA	\$800	\$2,400
	8" PVC Domestic Water Main	330	LF	\$72	\$23,760
	1.5" Valve	1	EA	\$2,800	\$2,800
	1.5" Irrigation Meter	1	EA	\$8,000	\$8,000
	8" Domestic Water Cap & Mark	1	EA	\$2,100	\$2,100
<b>8</b>	<b>Storm Drainage</b>				<b>\$107,025</b>
	Catch Basin	10	EA	\$2,400	\$24,000
	Single Depth Drywell	4	EA	\$4,500	\$18,000
	Double Depth Drywell	1	EA	\$5,600	\$5,600
	8" PVC Storm Drain Pipe	545	LF	\$65	\$35,425
	8'X15' Splash Pad	3	EA	\$8,000	\$24,000
<b>9</b>	<b>Planting and Irrigation</b>				<b>\$152,700</b>
	Trees (2")	15	EA	\$900	\$13,500
	Other Site Planting	1	LS	\$25,000	\$25,000
	Site Irrigation	1	LS	\$45,000	\$45,000
	Tree Grates	13	EA	\$3,400	\$44,200
	Decorative Rock/Boulders	1	LS	\$25,000	\$25,000

<b>CLIENT:</b>		A&A Construction & Development			
<b>CLIENT PROJ. NO.</b>		J-U-B PROJ. NO.: 20-22-025			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>10</b>	<b>Site Concrete</b>				<b>\$561,730</b>
	Sidewalk, 4" thickness and 2" CSTC	1,583	SY	\$95	\$150,385
	Decorative Concrete Pavement (Truck Apron and Crosswalk)	394	SY	\$200	\$78,800
	Splitter Island Concrete	327	SY	\$85	\$27,795
	Concrete ADA Ramps with Truncated Domes	29	EA	\$3,500	\$101,500
	Bike Ramp with Truncated Domes	6	EA	\$500	\$3,000
	Truck Apron Curb	302	LF	\$75	\$22,650
	Central Island Curb	220	LF	\$155	\$34,100
	Standard Straight Curb	745	LF	\$70	\$52,150
	Rolled Curb	50	LF	\$75	\$3,750
	Concrete Curb and Gutter	1,990	LF	\$40	\$79,600
	Curb Cuts	8	EA	\$1,000	\$8,000
<b>11</b>	<b>Asphalt Paving and Subgrade Rock</b>				<b>\$263,548</b>
	Crushed Surfacing Top Course (6") - Standard Duty	1,884	TON	\$62	\$116,808
	Asphalt Pavement (3")	1,012	TON	\$145	\$146,740
<b>12</b>	<b>Striping and Signage</b>				<b>\$76,750</b>
	ROW Roadway Striping	6,750	LF	\$1	\$6,750
	MMA (Methyl Methacrylate) - Traffic Paint	650	SF	\$16	\$10,400
	Roadway Symbols (ADA, Biker + Arrow)	11	EA	\$100	\$1,100
	RRFB Pedestrian Crossing Signage	2	EA	\$12,000	\$24,000
	Roadway Signage	46	EA	\$750	\$34,500
<b>13</b>	<b>Electrical Service</b>				<b>\$328,640</b>
	Cobra Head Style Street Light in ROW	11	EA	\$11,000	\$121,000
	Antique Decorative Pedestrian Light in ROW	13	EA	\$15,000	\$195,000
	Junction Box	2	EA	\$3,800	\$7,600
	Dry Utility Trenching and Conduit	840	LF	\$6	\$5,040
<b>14</b>	<b>Public Art</b>				<b>\$117,082</b>
	Artwork	1	LS	\$117,082	\$117,082
<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>					<b>\$2,139,955</b>
CCH		<b>J-U-B ENGINEERS, INC.</b>			
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787					



## ENGINEER'S OPINION OF PROBABLE COST

PROJECT: 4th And Idaho Roundabout DATE: 7/25/2023

DESCRIPTION: Preliminary Estimate for Civil Improvements

CLIENT: A&A Construction and Development

J-U-B PROJ. NO.: 20-22-025

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES	
		ITEM COST	TOTAL COST
	<b>CIVIL/LANDSCAPING</b>		<b>\$1,696,000</b>
1	MOBILIZATION	\$124,000	
2	SURVEY	\$20,000	
3	DEMOLITION	\$23,000	
4	EROSION CONTROL	\$22,000	
5	EARTHWORK AND SITE GRADING	\$180,000	
6	SANITARY SEWER	\$26,000	
7	DOMESTIC AND FIRE WATER	\$39,000	
8	STORM DRAINAGE	\$107,000	
9	ELECTRICAL SERVICE	\$166,000	
10	STRIPING AND SIGNAGE	\$73,000	
11	ASPHALT PAVING AND SUBGRADE ROCK	\$263,000	
12	PLANTING AND IRRIGATION	\$74,000	
13	SITE CONCRETE	\$554,000	
14	TRAFFIC CONTROL	\$25,000	

**Note:** Assumes all pipe trenching, backfill, compaction, pipe bedding and trench safety is included in unit price.  
Does not include any hazardous abatement.  
Does not include Material Testing.

**TOTAL ESTIMATED COSTS** \$1,696,000

CCH

J-U-B ENGINEERS, INC.

7825 MEADOWLARK WAY, COEUR D'ALENE, IDAHO 83815 (208) 762-8787

**EXHIBIT A 1 of 3**



**ENGINEER'S OPINION OF PROBABLE COST**

<b>PROJECT:</b>	4th And Idaho Roundabout	<b>DATE:</b>	7/25/2023
<b>DESCRIPTION:</b>	Backup Documentation Base Bid		
<b>CLIENT:</b>	A&A Construction and Development		
<b>CLIENT PROJ. NO.</b>	J-U-B PROJ. NO.: 20-22-025		

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>MOBILIZATION</b>					<b>\$123,800</b>
1	Mobilization (8% of Civil/Landscaping Total)	1	LS	\$123,800	\$123,800
<b>SURVEY</b>					<b>\$20,000</b>
1	Construction Staking	1	LS	\$20,000	\$20,000
<b>DEMOLITION</b>					<b>\$23,380</b>
1	Site Demolition & haul-off	1	LS	\$95,000	\$95,000
2	Saw Cutting	180	LF	\$6	\$1,080
<b>EROSION CONTROL</b>					<b>\$22,300</b>
1	Sediment Control	1	LS	\$15,000	\$15,000
2	Silt Fence	260	LF	\$5	\$1,300
3	Vehicle Tracking Control	2	EA	\$3,000.00	\$6,000
<b>EARTHWORK AND SITE GRADING</b>					<b>\$180,000</b>
1	Site Grading (assumed cost included approximately 8,100 C.Y. of imported earthwork in addition to all project site grading)	1	LS	\$180,000	\$180,000
<b>SANITARY SEWER</b>					<b>\$26,340</b>
1	Sanitary Sewer Manhole	1	EA	\$4,100	\$4,100
2	Adjust Existing Sewer Manhole Lid	1	EA	\$1,300	\$1,300
3	8" PVC Sanitary Sewer Pipe	270	LF	\$72	\$19,440
4	8" Sewer pipe Cap and Mark	1	EA	\$1,500	\$1,500
<b>DOMESTIC AND FIRE WATER</b>					<b>\$39,060</b>
1	Adjust existing cast iron valve covers	3	EA	\$800	\$2,400
2	8" PVC Water Main	330	LF	\$72	\$23,760
3	1.5" Valve	1	EA	\$2,800	\$2,800
4	1.5" Irrigation Meter	1	EA	\$8,000	\$8,000
5	8" Water Cap and Mark	1	EA	\$2,100	\$2,100
<b>STORM DRAINAGE</b>					<b>\$106,625</b>
1	Catch Basin	10	EA	\$2,400	\$24,000
2	Single Depth Drywell	4	EA	\$4,500	\$18,000
3	Double Depth Drywell	1	EA	\$5,600	\$5,200
4	8" PVC Pipe	545	LF	\$65	\$35,425
5	8'x15' Splash Pad	3	LS	\$8,000	\$24,000
<b>ELECTRICAL SERVICE</b>					<b>\$165,640</b>
1	Cobra Head Style Street Light in ROW	11	EA	\$8,000	\$88,000
2	Antique Decorative Pedestrian Light in ROW	13	EA	\$5,000	\$65,000
3	Junction Box	2	EA	\$3,800	\$7,600
4	Dry utility trenching and conduit	840	LF	\$6	\$5,040

**EXHIBIT A 2 of 3**

12/13/23 Not Addendum Exhibit

<b>CLIENT:</b>		A&A Construction and Development			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 20-22-025			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
<b>STRIPING AND SIGNAGE</b>					<b>\$72,750</b>
1	ROW Roadway Striping	6,750	LF	\$1	\$6,750
2	MMA (Methyl Methacrylate) - Traffic Paint	650	SF	\$16	\$10,400
3	Roadway Symbols (ADA, biker + arrow)	11	EA	\$100	\$1,100
4	RRFB Ped Crossing Signage	2	EA	\$10,000	\$20,000
5	Roadway Signage	46	EA	\$750	\$34,500
<b>ASPHALT PAVING AND SUBGRADE ROCK</b>					<b>\$263,458</b>
1	Crushed Surfacing Top Course (6") - Standard Duty	1,884	TON	\$62	\$116,782
2	Asphalt Pavement (3")	1,012	TON	\$145	\$146,676
<b>PLANTING AND IRRIGATION</b>					<b>\$73,500</b>
1	Trees (2")	15	EA	\$900	\$13,500
2	Other Site Plantings	1	LS	\$15,000	\$15,000
3	Site Irrigation	1	LS	\$45,000	\$45,000
<b>SITE CONCRETE</b>					<b>\$553,822</b>
1	Sidewalk with 4" thickness and 2" CSTC	1,583	SY	\$95	\$150,417
2	Decorative Concrete Pavement (Truck Apron and Crossw	394	SY	\$200	\$78,889
3	Splitter Island Concrete	327	SY	\$85	\$27,767
4	Concrete ADA Ramps with Truncated Domes	29	EA	\$3,500	\$101,500
5	Bike Ramp with Truncated Domes	6	EA	\$500	\$3,000
6	Truck Apron Curb	302	LF	\$75	\$22,650
7	Central Island Curb	220	LF	\$155	\$34,100
8	Standard Straight Curb	745	LF	\$70	\$52,150
9	Rolled Curb	50	LF	\$75	\$3,750
10	Concrete Curb and Gutter	1,990	LF	\$40	\$79,600
<b>TRAFFIC CONTROL</b>					<b>\$25,000</b>
1	Traffic Control	1	LS	\$25,000	\$25,000
<b>TOTAL ESTIMATED COSTS</b>					<b>\$1,696,000</b>
CCH		J-U-B ENGINEERS, INC.			
7825 MEADOWLARK WAY, COEUR D'ALENE, IDAHO 83815 (208) 762-8787					

**EXHIBIT A 3 of 3**



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Post Falls Urban Renewal Agency  
210 E 4<sup>th</sup> Avenue  
Post Falls, Idaho 83854

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(Space Above For Recorder's Use)

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT  
(Existing Plan & District)

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4<sup>th</sup> Avenue, Post Falls, Idaho, 83854, hereinafter referred to as the Agency, and \_\_\_\_\_, 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 \_\_\_\_\_, pass Ordinance No. \_\_\_\_\_, duly adopting the \_\_\_\_\_ 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;

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 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, 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 \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
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. For the reimbursement of minor projects selected and approved by the Agency that promote District Plan objectives and are authorized by such Plan, not to exceed fifteen percent (15%) of the tax increment funds that have been received from the District.

6.2.6. 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.

6.2.7. 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 and Third Addendums to Policy No. 7, which establish 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: \_\_\_\_\_  
\_\_\_\_\_, Chairperson

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 Chairperson 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 \_\_\_\_\_, 2024, 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 \_\_\_\_\_ 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