

POST FALLS URBAN RENEWAL AGENCY ORDER OF APPROVAL

Center Point District - The Pointe Partners, LLC

WITNESSETH:

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

- (1) Participant: The Pointe Partners, LLC
166 E. 14000 South, Suite 210
Draper, UT 84020;
- (2) Project Specific Owner Participation and Reimbursement Agreement dated February 18, 2011 as assigned to the Participant on May 17, 2013; Memorandum of Agreement (MOA) between the Participant and Expo Parkway North, LLC dated July 10, 2017; 1st Addendum to the Master Owner Participation and Reimbursement Agreement (MOPA) and Project Specific Owner Participation and Reimbursement Agreement (PSOPA) assigned to Participant dated September 21, 2017;
- (3) Requested Action: Reimbursement of Participant expenditures in the amount of \$522,936.96 comprising hard costs of construction for the Sysco Pump Station Improvements in the Center Point Urban Renewal District, of which 95.1% or \$497,313.05 is reimbursable to the Participant. The remaining 4.9% or \$25,623.91 will be reimbursed to Expo Parkway North, LLC once that amount is paid to the Participant and proof of receipt is provided to the Agency.

hereinafter collectively referred to as the Request, and

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

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

- The Request is in compliance with the terms of the Agreements.
- The costs are consistent with the initial engineer estimates of cost and are supported by invoices for the total request.
- The invoices and on-site work have been reviewed for the Agency by outside engineer firm Welch-Comer with a recommendation of payment for a portion of the Request.
- That the constructed publicly-owned infrastructure associated with this Request has been accepted by the City of Post Falls.

BASED UPON THESE FINDINGS, the Commission does hereby approve reimbursement of Participant expenditures in the amount of \$497,313.05 to be paid from tax increment revenues in the Center Point Urban Renewal District, as they become available to the Agency and in accordance with Agency Policies.

ADOPTED this **19th** day of **July, 2018** by:

POST FALLS URBAN RENEWAL AGENCY

By: 
Jerry Baltzell, Chairman

June 28, 2018

Mrs. Diane Fountain
Post Falls Urban Renewal Agency
PO Box 236
Post Falls, ID 83877

Re: Pointe Partners Sysco Pump Station Upgrades

Dear Diane:

Based on the package submitted by the Sysco Pump Station Upgrades Proponent's Engineer, T-O Engineers, Welch Comer Engineers has completed our cursory review. From the submittal, we were able to evaluate the reasonableness of costs for eligible infrastructure.

After reviewing the Contractors unit prices and invoicing, we determine the costs eligible for reimbursement to be reasonable and within normal ranges of engineering and construction practice except for a portion of the soft costs.

Per the Post Falls Urban Renewal Agency Soft Cost Reimbursement Policy dated June 18, 2015, administrative costs will not be reimbursed, and soft costs are limited to 12% of hard costs:

"Soft cost reimbursement shall be limited to 12% of the completed hard cost expenses associated with capital improvements made in each Plan (or for phased Plans, each phase) in a URD."

Hard costs for Sysco Pump Station Upgrades totaled \$466,908, which we believe is reasonable and recommend reimbursement. The Proponent also requested engineering and surveying soft costs of \$107,327.41, exceeding the \$56,028.96 eligible soft cost reimbursement amount by \$51,298.45.

Thus, soft costs in the amount of \$51,298.45 are removed from the reimbursement amount. The new total reimbursement amount, in Welch Comer's opinion, is \$522,936.96.

In accordance with the MOA agreement, Pointe Partners is to be reimbursed 95.1% of the total reimbursable amount by the PF URA, as the other 4.9% is to be reimbursed by J.R. Watson. Thus, the final reimbursement from PF URA to Pointe Partners is \$497,313.05.

Please feel free to contact with any questions or requests for additional information.

Sincerely,



Matthew R. Gillis, P.E.
Senior Project Manager
MRG/jrg