

RECORDING FEE: \$0.00 AG



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 20 day of October, 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, Inc., a Washington corporation, 621 W. Mallon Avenue, Suite 509, Spokane, Washington 99201, 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. 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;

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, which may change due to unforeseen delays out of the Parties' control.
 - 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; provided, however, that the Parties shall negotiate in good faith to extend this date, if necessary, due to unforeseen delays caused by material/labor shortages, City design review and approval, Participant financing, and/or other unforeseen construction delays.
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 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, so long as any adjustment(s) do not materially affect the Agency 's reimbursement of Participant Advances as intended by this Agreement.
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, until the Agency Funded Public Improvements are conveyed to the Agency and/or City, at which time this Paragraph shall be of no further force and effect.
 - 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

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 Washington corporation

By:  _____
William J. Lawson, President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of October, 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 FOR IDAHO
Residing at Post Falls
My Commission Expires 11/19/2024

Washington
STATE OF IDAHO)
) ss.
Spokane
County of Kootenai)

On this 24 day of October, 2022, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared William J. Lawson, proved to me on the basis of satisfactory evidence to be the President of A&A Construction & Development, Inc. 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.



Washington
NOTARY PUBLIC FOR IDAHO
Residing at Spokane WA
My Commission Expires 2/9/26



J·U·B ENGINEERS. INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A - 1

LEGAL DESCRIPTION

OF

**PROPERTIES TO BE INCLUDED IN THE
OWNER PARTICIPATION AGREEMENT (OPA)**

POST FALLS URA

DOWNTOWN DISTRICT

Digitally signed on:
08/03/2022



EXHIBIT A - 2

PARCEL 1:

A portion of the Southwest Quarter of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho; more particularly described as follows:

Commencing at the quarter section corner common to Sections 2 and 3, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 inches diameter, marked PLS 832 as shown on the Corner Perpetuation and Filing Record from recorded under Instrument Number 1435496, from which the corner to Sections 34 and 35, Township 51 North and Sections 2 and 3, Township 50 North, Range 5 West, monumented with an iron rod, with an aluminum cap, 3 inches diameter, marked PLS 8398 as shown on the Corner Perpetuation and Filing Record from recorded under Instrument Number 2466043000, bears North 0°00'48" West, a distance of 2,644.92 feet; thence

North 0°00'48" West, a distance of 201.52 feet along the West line of said Section 2 to the POINT OF BEGINNING on the Northerly right-of-way line of the Burlington Northern and Santa Fe Railroad, monumented with an iron rod 5/8 inch diameter with a plastic cap marked PLS 832; thence

Continuing North 0°00'48" West, a distance of 84.35 feet along the West line of said section 2 to an existing iron rod, 30 inches long 5/8 inch diameter with a plastic cap marked "PLS 6374"; thence

North 89°57'30" East, a distance of 109.91 feet along the South right-of-way line of a spur line of the Burlington Northern and Santa Fe Railroad to an existing iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374"; thence

North 0°02'30" West, a distance of 30.00 feet along the East line of said spur to an existing iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374"; thence

South 89°57'30" West, a distance of 109.91 feet along the North right-of-way line of said spur line to an existing iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374"; thence

North 0°00'48" West, a distance of 35.00 feet along the West line of said Section 2; thence

North 89°57'30" East a distance of 36.92 feet along the South right-of-way line of Idaho Street; thence

North 0°01'35" East, a distance of 434.72 feet along the East line of Idaho Street to a point on the South line of Fourth Street, witnessed by an existing iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374, which bears South 89°57'55" East, a distance of 5.00 feet; thence

South 89°57'55" East, a distance of 538.17 feet along said South right-of-way line of Fourth Street to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap, marked "PLS 6374"; thence

South 0°49'47" West, a distance of 581.72 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap, marked "PLS 6374" on the Northerly right-of-way line of the Burlington Northern and Santa Fe Railroad; thence

Along said right-of-way line, 139.36 feet on the arc of a curve right, concave to the North having a radius of 5714.65 feet, a delta angle of 1°23'50" and a chord bearing and distance of South 89°15'35" West, 139.35 feet to a Point of Tangency, monumented by an existing iron pipe fence post, 6 feet high, 2 inches diameter; thence

Continuing along said right-of-way line, South 89°57'30" West, a distance of 427.51 feet to the POINT OF BEGINNING.

PARCEL 2:

Lots 1 through 10, the East Half of Lot 18, Lots 19 and 20, all in Block 15 and Lot 1, Block 16, TOWN OF POST FALLS, according to the plat recorded in the office of the County Recorder in Book of C of Deeds at Page 208, records of Kootenai County, Idaho.

TOGETHER with that portion of vacated street(s) and alley which attaches by operation of law.

PARCEL 3:

Lots 8, 9 and 10, Block 16, TOWN OF POST FALLS, according to the plat recorded in the office of the County Recorder in Book of C of Deeds at Page 208, records of Kootenai County, Idaho.

TOGETHER with that portion of vacated Lincoln St., which attaches by operation of law.

Exhibit A - 3

PARCEL 4:

Lots 11 through 17 and the West Half of Lot 18, Block 15; Lots 2 through 7 and Lots 11 through 20, Block 16, TOWN OF POST FALLS, according to the plat recorded in the office of the County Recorder in Book C of Deeds at Page 208, records of Kootenai County, Idaho.

TOGETHER with a strip of land situated in the Southeast Quarter of the Northeast Quarter of Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being a portion of the same property described in Warranty Deed from Frederick Post, et ux to the Spokane Falls and Idaho Railroad Company filed for record April 15, 1889 in Book E of Deeds, Page 205 in and for said County, described, to-wit:

BEGINNING at the intersection of the South line of North Railroad Street with the East line of Lincoln Street, according to the plat of the Original Townsite of Post Falls, Idaho; thence

East along the South line of North Railroad Street 680 feet to the West line of Idaho Street; thence

South along said West line 76.5 feet; thence

West Parallel with said South line of North Railroad Street 680 feet to the East line of Lincoln Street; thence

North along said East line 76.5 feet to the POINT OF BEGINNING.

ALSO TOGETHER with that portion of vacated street(s) and alley which attaches by operation of law.

PARCEL 5:

Lots 1, 2, 3, 4, 5, 6, 19 and 20, Block 17, TOWN OF POST FALLS, according to the plat recorded in the office of the County Recorder in Book C of Deeds at Page 208, records of Kootenai County, Idaho.

TOGETHER WITH that portion of vacated Lincoln Avenue which attached by operation of law.

PARCEL 6:

Lots 7, 8, 9 and 10, Block 17, POST FALLS, according to the plat recorded in Book "C" of Deeds, Page 208, records of Kootenai County, Idaho.

PARCEL 7:

The Land is described as follows:

The North 462 feet of the Southwest Quarter of the Northwest Quarter, less the right-of-way, and the North 462 feet of the Southeast Quarter of the Northwest Quarter, less the right-of-way and less platted part, in Section 2, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM a parcel of land in the Southwest Quarter of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho more particularly described as follows:

Beginning at a point on the Southerly right-of-way line of Interstate Highway 90 and which point is South 01°40'12" East 1407.28 feet from the Northwest corner of said Section 2; thence, South 88°59'35" East 300.00 feet along said Southerly right-of-way line; thence, South 01°02'07" West 200.00 feet; thence, North 88°59'35" West 300.00 feet; thence, North 01°02'07" East 200.00 feet to the Point of Beginning; said parcel now known as P.F.F.P.D. Subdivision, according to the plat thereof recorded in Book F of Plats at Page 180, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM any portion lying within the Interstate 90, Seltice Way, Idaho Street and Fourth Street rights of way.

Exhibit A - 4

PARCEL 8:

A portion of the Southwest Quarter of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho; more particularly described as follows:

Commencing at the quarter section corner common to Sections 2 and 3, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 inches diameter, marked PLS 832 as shown on the Corner Perpetuation and Filing Record form recorded under Instrument Number 1436496, from which the corner to Sections 34 and 35, Township 51 North and Sections 2 and 3, Township 50 North, Range 5 West, monumented with an iron rod, with an aluminum cap, 3 inches diameter, marked PLS 8398 as shown on the Corner Perpetuation and Filing Record form recorded under Instrument Number 2468043000, bears North 0°00'48" West, a distance of 2,644.92 feet;

thence North 0°00'48" West, a distance of 785.63 feet along the West line of said Section 2 to a point on the South right-of-way line of Fourth Street, witnessed by iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374, which bears South 89°57'55" East, a distance of 42.23 feet;

thence South 89°57'55" East, a distance of 575.40 feet along said South right-of-way line of Fourth Street to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374", the Point of Beginning;

thence continuing South 89°57'55" East, a distance of 481.78 feet along said South right-of-way line of Fourth Street to an existing iron rod, 30 inches long, 5/8 inch diameter with a plastic cap, marked "PLS 6374";

thence South 0°49'47" West, a distance of 554.37 feet to an existing iron rod, 30 inches long, 5/8 inch diameter with a plastic cap, marked "PLS 6374" on the Northerly right-of-way line of the Burlington Northern and Santa Fe Railroad;

thence along said right-of-way line, South 86°13'30" West, a distance of 249.96 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap, marked "PLS 832";

thence continuing along said right-of-way line, 233.00 feet on the arc of a curve right, concave to the North having a radius of 5714.65 feet, a delta angle of 2°20'10" and a chord bearing and distance of South 87°23'35" West, 232.99 feet to an iron rod, 30 inches long, 5/8 inches diameter with a plastic cap marked PLS 6374;

thence North 0°49'47" East, a distance of 581.72 feet to the Point of Beginning.

Containing 6.300 acres, more or less.

Exhibit B - 1



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	All Phases - Millworx URD	7/28/2022
PROJECT DESCRIPTION:	All Phases - Millworx Public Infrastructure Within Urban Renewal District	
CLIENT:	A&A Construction	
	J-U-B PROJ. NO.: 20-20-066	

ITEM NO.	DESCRIPTION	TOTAL COSTS
Phase A		\$1,401,000
1	Domestic Water	\$1,089,000
2	Sanitary Sewer	\$264,000
3	Storm Drainage	\$48,000
Phase B		\$1,526,000
1	Roadway	\$651,000
2	Domestic Water	\$513,000
3	Sanitary Sewer	\$64,000
4	Storm Drainage	\$93,000
5	Electrical	\$205,000
Phase C		\$325,000
1	Roadway	\$217,000
2	Domestic Water	\$84,000
3	Storm Drainage	\$24,000
Phase D		\$491,000
1	Roadway	\$260,000
2	Domestic Water	\$89,000
3	Sanitary Sewer	\$31,000
4	Storm Drainage	\$21,000
5	Alley Utility Demolition	\$90,000
Phase E		\$952,000
1	Roadway	\$564,000
2	Domestic Water	\$251,000
3	Sanitary Sewer	\$88,000
4	Storm Drainage	\$49,000
Phase F		\$1,408,000
1	Roadway	\$1,159,000
2	Domestic Water	\$97,000
3	Sanitary Sewer	\$68,000
4	Storm Drainage	\$84,000
Phase G		\$2,938,000
1	Reclamation	\$2,938,000
TOTAL ESTIMATED COSTS		\$9,041,000

CCH

J-U-B ENGINEERS, INC.

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

Exhibit B - 2



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	Phase A - Millworx URD	7/28/2022
PROJECT DESCRIPTION:	Phase A - URD Millworx Phase 1 Public Utilities Based on Construction Documents	
CLIENT:	A&A Construction	
CLIENT PROJ. NO.	J-U-B PROJ. NO.: 20-20-066	

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Domestic Water					\$1,089,000
1	Mobilization	1	LS	\$66,700	\$66,700
2	10" PVC Water Main	422	LF	\$100	\$42,200
3	8" PVC Water Main	3,030	LF	\$95	\$287,850
4	6" Water Pipe	248	LF	\$90	\$22,320
5	3" Water Pipe	34	LF	\$65	\$2,210
6	2" Water Pipe	1,310	LF	\$50	\$65,500
7	1.5" Water Pipe	106	LF	\$45	\$4,770
8	1" Water Pipe	233	LF	\$45	\$10,485
9	1" water meter	62	EA	\$4,500	\$279,000
10	1.5" water meter	5	EA	\$8,000	\$40,000
11	3" water meter	2	EA	\$28,000	\$56,000
12	Fire Hydrant	10	EA	\$6,000	\$60,000
13	6" Gate Valve	12	EA	\$3,800	\$45,600
14	8" Gate Valve	12	EA	\$4,400	\$52,800
15	10" Gate Valve	2	EA	\$5,000	\$10,000
16	8"x8" Cross	1	EA	\$950	\$950
17	8"x6" or 8"x8" TEE	16	EA	\$850	\$13,600
18	10"x10" TEE	1	EA	\$1,200	\$1,200
19	10"x8" Reducer	2	EA	\$650	\$1,300
20	8"x3" TEE	1	EA	\$600	\$600
21	8"x2" or 8"x1.5" or 8"x1" Tapping Saddle	42	EA	\$400	\$16,800
22	8" PVC Elbow (all angles)	7	EA	\$750	\$5,250
23	10" PVC Elbow (all angles)	4	EA	\$850	\$3,400
24	8" Cap and Mark	1	EA	\$350	\$350
Sanitary Sewer					\$264,000
1	8" PVC Sewer Main	2,110	LF	\$95	\$200,450
2	Sanitary Sewer Manhole	11	EA	\$5,800	\$63,800
Storm Drainage					\$48,000
1	Storm drain manhole	3	EA	\$4,100	\$12,300
2	8" PVC storm pipe	358	LF	\$65	\$23,270
3	10" PVC storm pipe	179	LF	\$70	\$12,530
TOTAL ESTIMATED COSTS					\$1,401,000

Exhibit B - 3



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	Phase B - Millworx URD	7/28/2022
PROJECT DESCRIPTION:	Phase B - URD 4th Ave from Idaho St to Seltice Way Based on Construction Documents	
CLIENT:	A&A Construction	
CLIENT PROJ. NO.	J-U-B PROJ. NO.: 20-20-066	

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Roadway					\$651,000
1	Mobilization	1	LS	\$72,600	\$72,600
2	Road Repair	1	LS	\$25,000	\$25,000
3	Traffic Control	1	LS	\$30,000	\$30,000
4	Hot Mix Asphalt (3")	234	TON	\$146	\$34,164
5	Base Course Rock (6")	422	TON	\$35	\$14,770
6	Concrete Sidewalk with 4" thickness and 2" CSTC	2,080	SY	\$125	\$260,000
7	Concrete ADA Ramps with Truncated Domes	6	EA	\$4,200	\$25,200
8	Concrete Driveways	5	EA	\$9,500	\$47,500
9	Concrete Curb and Gutter	2,522	LF	\$28	\$70,616
10	ROW Roadway Striping	7,550	LF	\$2.5	\$18,875
11	Roadway Symbols (turn arrows, ADA, biker + arrow)	18	EA	\$350	\$6,300
12	Roadway Signage	19	EA	\$1,000	\$19,000
13	Trees in Public ROW	59	EA	\$450	\$26,550
Domestic Water					\$513,000
1	10" PVC Water Main	1,130	LF	\$100	\$113,000
2	8" PVC Water Main	1,530	LF	\$95	\$145,350
3	6" Water Pipe	220	LF	\$90	\$19,800
4	4" Water Pipe	84	LF	\$70	\$5,880
5	2" Water Pipe	197	LF	\$50	\$9,850
7	2" water meter	5	EA	\$16,000	\$80,000
8	3" water meter	1	EA	\$28,000	\$28,000
9	Fire Hydrant	6	EA	\$6,000	\$36,000
10	4" Gate Valve	2	EA	\$1,400	\$2,800
11	6" Gate Valve	6	EA	\$3,800	\$22,800
12	8" Gate Valve	6	EA	\$4,400	\$26,400
13	10" Gate Valve	1	EA	\$5,000	\$5,000
14	10"x4" TEE	2	EA	\$850	\$1,700
15	10"x6" TEE	6	EA	\$950	\$5,700
16	10"x8" TEE	4	EA	\$1,100	\$4,400
17	12"x10" TEE	1	EA	\$1,500	\$1,500
18	8"x2" or 8"x1.5" or 8"x1" Tapping Saddle	6	EA	\$400	\$2,400
19	4", 6", 8", or 10" Cap and Mark	7	EA	\$350	\$2,450
Sanitary Sewer					\$64,000
1	8" PVC Sewer Main	513	LF	\$95	\$48,735
2	Sanitary Sewer Manhole	2	EA	\$5,800	\$11,600
3	Existing Sewer Manhole Connection	1	EA	\$4,000	\$4,000

Exhibit B - 4


		ENGINEER'S OPINION OF PROBABLE COST			
PROJECT:		Phase B - Millworx URD		7/28/2022	
PROJECT DESCRIPTION:		Phase B - URD 4th Ave from Idaho St to Seltice Way Based on Construction Documents			
CLIENT:		A&A Construction			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 20-20-066			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
(Phase B Continued)					
Storm Drainage					\$93,000
1	Storm drain catch basin	4	EA	\$2,600	\$10,400
2	Storm drain manhole	2	EA	\$4,100	\$8,200
3	Drywell - Single Depth	7	EA	\$3,500	\$24,500
4	8" PVC storm pipe	774	LF	\$65	\$50,310
Electrical					\$205,000
1	LED Street Light in ROW	10	EA	\$7,000	\$70,000
2	Antique Decorative Pedestrian Light in ROW	25	EA	\$4,500	\$112,500
3	Dry utility trenching	2,549	LF	\$5	\$12,745
4	Power Service	1	LS	\$10,000	\$10,000
TOTAL ESTIMATED COSTS					\$1,526,000
CCH					
J-U-B ENGINEERS, INC.					

Exhibit B - 5



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	Phase C - Millworx URD	7/28/2022
PROJECT DESCRIPTION:	Phase C - URD 4th Ave from Post St to Lincoln St and Utilities Based on Concept Plans	
CLIENT:	A&A Construction	
CLIENT PROJ. NO.	J-U-B PROJ. NO.: 20-20-066	

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Roadway					\$217,000
1	Half of 4th Ave. Roadway ROW improvements - Assume roadway section from North Mill One plan set. Quantities based on a typical roadway section. (58' wide asphalt with parking lanes on both sides and 42' wide in areas with landscape strips on both sides, both sides of the road having 10' concrete sidewalk, concrete curb/gutter, roadway symbols, roadway signs, LED street light, decorative pedestrian lamps, trees, and dry utility trenching).	390	LF	\$380	\$148,200
2	Mobilization	1	LS	\$15,500	\$15,500
3	Road Repair	1	LS	\$12,000	\$12,000
4	Traffic Control	1	LS	\$10,000	\$10,000
5	Concrete ADA Ramps with Truncated Domes	3	EA	\$4,203	\$12,609
6	Concrete Driveways	2	EA	\$9,500	\$19,000
Domestic Water					\$84,000
1	8" PVC Water Main	180	LF	\$95	\$17,100
2	6" Water Pipe	40	LF	\$90	\$3,600
3	2" Water Pipe	160	LF	\$50	\$8,000
4	2" Water Meter	2	EA	\$16,000	\$32,000
5	Fire Hydrant	2	EA	\$6,000	\$12,000
6	6" Gate Valve	2	EA	\$3,800	\$7,600
7	8"x6" TEE	2	EA	\$850	\$1,700
8	8" PVC Elbow (all angles)	3	EA	\$750	\$2,250
Storm Drainage					\$24,000
1	Storm drain catch basin	2	EA	\$2,600	\$5,200
2	Storm drain manhole	1	EA	\$4,100	\$4,100
3	Drywell - Single Depth	3	EA	\$3,500	\$10,500
4	8" PVC storm pipe	60	LF	\$65	\$3,900
TOTAL ESTIMATED COSTS					\$325,000
CCH J-U-B ENGINEERS, INC.					
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787					

Exhibit B - 6



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	Phase D - Millworx URD	7/28/2022
PROJECT DESCRIPTION:	Phase D - URD 4th Ave from Lincoln St to Idaho St and Utilities Based on Concept Plans	
CLIENT:	A&A Construction	
CLIENT PROJ. NO.	J-U-B PROJ. NO.: 20-20-066	

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Roadway					\$260,000
1	Half of 4th Ave. Roadway ROW improvements - Assume roadway section from North Mill One plan set. Quantities based on a typical roadway section. (58' wide asphalt with parking lanes on both sides and 42' wide in areas with landscape strips on both sides, both sides of the road having 10' concrete sidewalk, concrete curb/gutter, roadway symbols, roadway signs, LED street light, decorative pedestrian lamps, trees, and dry utility trenching).	470	LF	\$380	\$178,600
2	Mobilization	1	LS	\$19,100	\$19,100
3	Road Repair	1	LS	\$20,000	\$20,000
4	Traffic Control	1	LS	\$15,000	\$15,000
5	Concrete ADA Ramps with Truncated Domes	3	EA	\$3,500	\$10,500
6	Concrete Driveways	2	EA	\$8,500	\$17,000
Domestic Water					\$89,000
1	8" PVC Water Main	260	LF	\$95	\$24,700
2	6" Water Pipe	40	LF	\$90	\$3,600
3	2" Water Pipe	50	LF	\$50	\$2,500
4	2" Water Meter	2	EA	\$16,000	\$32,000
5	Fire Hydrant	2	EA	\$6,000	\$12,000
6	6" Gate Valve	2	EA	\$3,800	\$7,600
7	8"x6" TEE	2	EA	\$850	\$1,700
8	8"x8" TEE	2	EA	\$850	\$1,700
9	8" PVC Elbow (all angles)	4	EA	\$750	\$3,000
Sanitary Sewer					\$31,000
1	8" PVC Sewer Main	220	LF	\$95	\$20,900
2	Sanitary Sewer Manhole	1	EA	\$5,800	\$5,800
3	Existing Sewer Manhole Connection	1	EA	\$4,000	\$4,000
Storm Drainage					\$21,000
1	Storm drain catch basin	0	EA	\$2,600	\$0
2	Storm drain manhole	0	EA	\$4,100	\$0
3	Drywell - Single Depth	6	EA	\$3,500	\$21,000
4	8" PVC storm pipe	0	LF	\$65	\$0
Alley Utility Demolition					\$90,000
1	Alley Utility Demolition	1	LS	\$95,000	\$95,000
TOTAL ESTIMATED COSTS					\$491,000

Exhibit B - 7



ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Phase E - Millworx URD 7/28/2022

PROJECT DESCRIPTION: Phase E - URD Railroad Ave from Lincoln St to Idaho St and Utilities Based on Concept Plans

CLIENT: A&A Construction

CLIENT PROJ. NO. J-U-B PROJ. NO.: 20-20-066

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Roadway					\$564,000
1	Full Railroad Ave Roadway ROW improvements - Assume roadway section from City of Post Falls future Railroad Ave Exhibit. Quantities based on a typical roadway section. (35' wide asphalt with parallel parking lanes on both sides of the road, both sides of the road having 10' concrete sidewalk, concrete curb/gutter, roadway symbols, roadway signs, LED street light, decorative pedestrian lamps, trees, and dry utility trenching).	710	LF	\$645	\$457,950
2	Mobilization	1	LS	\$45,300	\$45,300
3	Road Repair	1	LS	\$4,000	\$4,000
4	Traffic Control	1	LS	\$2,000	\$2,000
5	Concrete ADA Ramps with Truncated Domes	6	EA	\$3,500	\$21,000
6	Concrete Driveways	4	EA	\$8,500	\$34,000
Domestic Water					\$251,000
1	8" PVC Water Main	748	LF	\$95	\$71,060
2	6" Water Pipe	120	LF	\$90	\$10,800
3	3" Water Pipe	90	LF	\$65	\$5,850
4	2" Water Pipe	420	LF	\$50	\$21,000
5	2" water meter	3	EA	\$16,000	\$48,000
6	3" water meter	1	EA	\$28,000	\$28,000
7	Fire Hydrant	6	EA	\$6,000	\$36,000
8	6" Gate Valve	6	EA	\$3,800	\$22,800
9	8"x6" TEE	6	EA	\$850	\$5,100
10	8" PVC Elbow (all angles)	3	EA	\$750	\$2,250
Sanitary Sewer					\$88,000
1	8" PVC Sewer Main	710	LF	\$100	\$71,000
2	Sanitary Sewer Manhole	3	EA	\$5,800	\$17,400
Storm Drainage					\$49,000
1	Storm drain catch basin	4	EA	\$2,600	\$10,400
2	Storm drain manhole	2	EA	\$4,100	\$8,200
3	Drywell - Single Depth	6	EA	\$3,500	\$21,000
4	8" PVC storm pipe	140	LF	\$65	\$9,100
TOTAL ESTIMATED COSTS					\$952,000

CCH

J-U-B ENGINEERS, INC.

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



ENGINEER'S OPINION OF PROBABLE COST

Exhibit B - 8

PROJECT:	Phase F - Millworx URD	7/28/2022
PROJECT DESCRIPTION: Phase F - URD 4th Ave and Idaho St Intersection and Idaho St. Extension, Based on Concept Plans		
CLIENT:	A&A Construction	
CLIENT PROJ. NO.	J-U-B PROJ. NO.: 20-20-066	

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Roadway					\$1,159,000
1	Full Idaho St Roadway ROW improvements - Assume roadway section from City of Post Falls future Idaho St Exhibit. Quantities based on a typical roadway section. (67' wide asphalt with angled parking lanes on both sides of the road, both sides of the road having 15' concrete sidewalk, concrete curb/gutter, periodic planter beds, roadway symbols, roadway signs, LED street light, decorative pedestrian lamps, trees, and dry utility trenching).	710	LF	\$930	\$660,300
2	Full 4th Ave. Roadway ROW improvements - Assume roadway section from North Mill One plan set. Quantities based on a typical roadway section. (58' wide asphalt with parking lanes on both sides and 42' wide in areas with landscape strips on both sides, both sides of the road having 10' concrete sidewalk, concrete curb/gutter, roadway symbols, roadway signs, LED street light, decorative pedestrian lamps, trees, and dry utility trenching).	310	LF	\$760	\$235,600
3	Mobilization	3	LS	\$61,200	\$183,600
4	Road Repair	1	LS	\$25,000	\$25,000
5	Traffic Control	1	LS	\$30,000	\$30,000
6	Concrete ADA Ramps with Truncated Domes	2	EA	\$3,500	\$7,000
7	Concrete Driveways	2	EA	\$8,500	\$17,000
Domestic Water					\$97,000
1	8" PVC Water Main	330	LF	\$95	\$31,350
2	6" Water Pipe	100	LF	\$90	\$9,000
3	Fire Hydrant	5	EA	\$6,000	\$30,000
4	6" Gate Valve	5	EA	\$3,800	\$19,000
6	8"x6" TEE	5	EA	\$850	\$4,250
7	10"x8" TEE	1	EA	\$1,100	\$1,100
8	8" PVC Elbow (all angles)	3	EA	\$750	\$2,250
Sanitary Sewer					\$68,000
1	8" PVC Sewer Main	560	LF	\$100	\$56,000
2	Sanitary Sewer Manhole	2	EA	\$5,800	\$11,600
Storm Drainage					\$84,000
1	Storm drain catch basin	4	EA	\$2,600	\$10,400
2	Storm drain manhole	4	EA	\$4,100	\$16,400
3	Drywell - Single Depth	12	EA	\$3,500	\$42,000
4	8" PVC storm pipe	240	LF	\$65	\$15,600
TOTAL ESTIMATED COSTS					\$1,408,000

Exhibit B - 9



ENGINEER'S OPINION OF PROBABLE COST

PROJEC' Phase G - Millworx URD 7/28/2022

PROJECT DESCRIPTION: Phase G - URD Reclamation Costs Provided by A&A Construction

CLIENT: A&A Construction

CLIENT PROJ. NO. 20-20-066

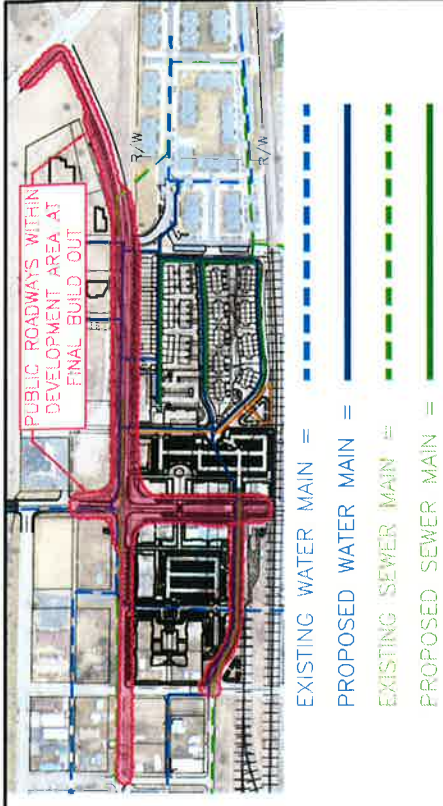
ITEM NO.	DESCRIPTION	INVOICE NUMBER	COST TO DATE	OUTSTANDING RETENTION	TOTAL COST
Reclamation					
1	Demo & remove concrete/wood debris	w10011	\$57,696.00	\$0.00	\$57,696.00
2	Strip/grub wood, mass cut, fill & compact site (Under TH61 contract)	21003-01	\$143,702.70	\$7,563.30	\$151,266.00
3	Strip/grub wood, mass cut, fill & compact site (Under TH61 contract)	21003-2	\$143,702.70	\$7,563.30	\$151,266.00
4	Strip/grub wood, mass cut, fill & compact site (Under TH61 contract)	21003-3	\$107,777.02	\$5,672.48	\$113,449.50
5	Strip/grub wood, mass cut, fill & compact site (Under TH61 contract)	21003-4	\$107,777.03	\$5,672.47	\$113,449.50
6	Strip/grub wood, mass cut, fill & compact site (Under TH61 contract)	21003-5	\$215,554.05	\$11,344.95	\$226,899.00
7	Strip/grub wood, mass cut, fill & compact site (Under TH61 contract)	21003-6A	\$8,550.00	\$450.00	\$9,000.00
8	Excavate, export materials. Import, compact etc. (Under North Mill contract)	21049-1	\$17,912.25	\$942.75	\$18,855.00
9	Excavate, export materials. Import, compact etc. (Under North Mill contract)	21049-2	\$335,498.15	\$17,657.80	\$353,155.95
10	Excavate, export materials. Import, compact etc. (Under North Mill contract)	21049-3	\$127,808.82	\$6,726.78	\$134,535.60
11	Remove conc., stock pile, export material (Under 2021/2022-2022 C4 contract)	2022C4-1	\$100,994.31	\$5,315.49	\$106,309.80
12	Remove conc., stock pile, export material (Under 2021/2022-2022 C4 contract)	21094-2REV	\$191,692.99	\$10,089.11	\$201,782.10
13	Remove conc., stock pile, export material (Under 2021/2022-2022 C4 contract)	21094-3	\$74,246.43	\$3,907.70	\$78,154.13
14	Remove conc., stock pile, export material (Under 2021/2022-2022 C4 contract)	21094-4	\$49.18	\$2.59	\$51.77
15	Break up & remove concrete (Under 2021 C3 contract)	2044	\$11,492.00	\$0.00	\$11,492.00
16	Grind & load out debris/wood (Under 2021 C3 contract)	2045	\$30,110.85	\$0.00	\$30,110.85
17	Demo work (Under 2021/2022 contract)	102020	\$14,661.10	\$0.00	\$14,661.10
18	Demo work (Under 2021/2022 contract)	112020	\$13,252.40	\$0.00	\$13,252.40
19	Demo work (Under 2021/2022 contract)	122320	\$10,236.97	\$0.00	\$10,236.97
20	Site demo (Under 2021 C2 contract)	14684	\$75,700.00	\$0.00	\$75,700.00
21	Site demo (Under 2021 C2 contract)	15558	\$328,860.00	\$0.00	\$328,860.00
22	Site demo (Under 2021 C2 contract)	15713	\$201,450.00	\$0.00	\$201,450.00
23	Site demo (Under 2021 C2 contract)	15857	\$455,371.00	\$0.00	\$455,371.00
24	Hauling off dirt (Under 2026 C2 contract)	15863	\$81,405.00	\$0.00	\$81,405.00

TOTAL COSTS \$2,855,500.95 \$82,908.72 \$2,938,409.67

TOTAL ESTIMATED COSTS \$2,938,000

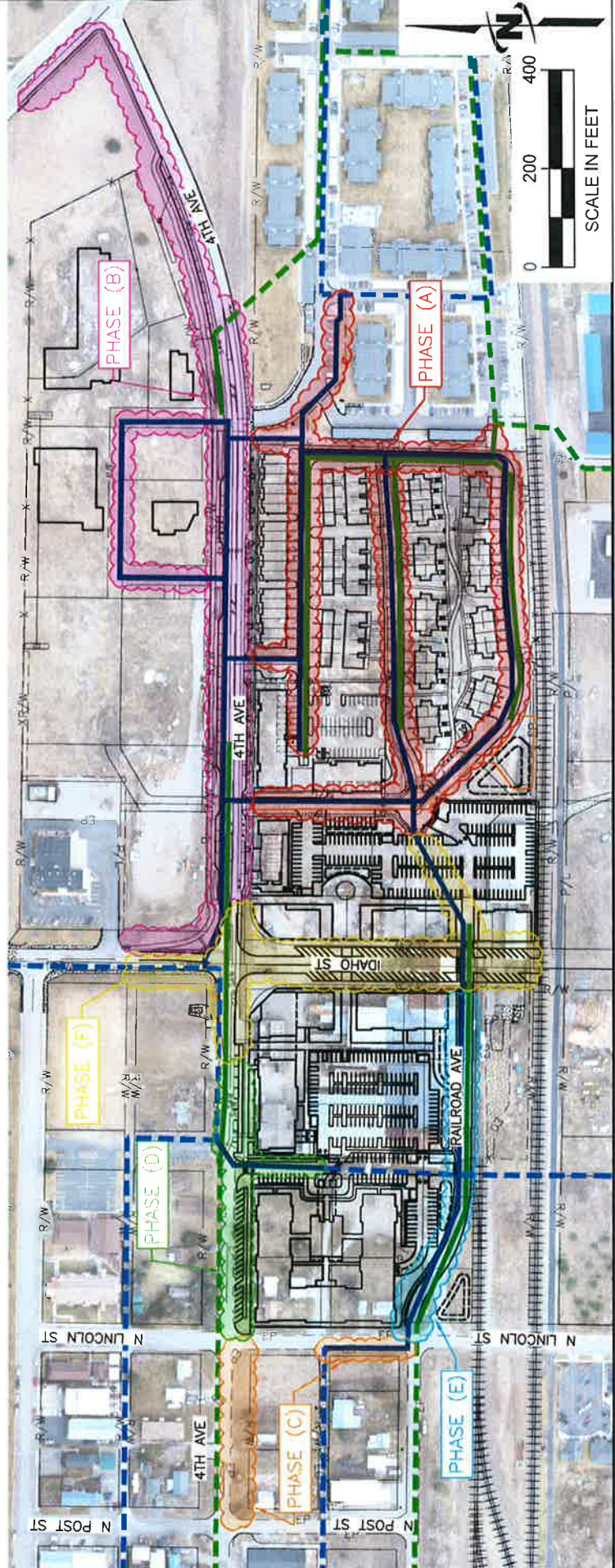
CCH J-U-B ENGINEERS, INC.

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



PHASE	PUBLIC INFRASTRUCTURE TO BE IMPROVED	APPROXIMATE START OF CONSTRUCTION	ESTIMATED 2022 COST
PHASE (A)	WATER, SEWER	MARCH 2022	\$1,401,000
PHASE (B)	ROADWAY, WATER, SEWER	APRIL 2022	\$1,526,000
PHASE (C)	ROADWAY, WATER, SEWER	*MAY 2023	\$325,000
PHASE (D)	ROADWAY, WATER, SEWER	*MAY 2023	\$491,000
PHASE (E)	ROADWAY, WATER, SEWER	*MAY 2023	\$952,000
PHASE (F)	ROADWAY, WATER, SEWER	*SEPTEMBER 2023	\$1,498,000
PHASE (G)	RECLAMATION ALL PHASES	ONGOING	\$2,938,000

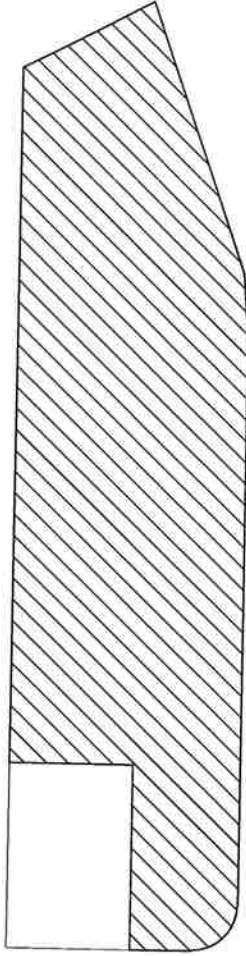
TOTAL: \$9,041,000
 *CONSTRUCTION TIME FRAME IS SUBJECT TO CHANGE



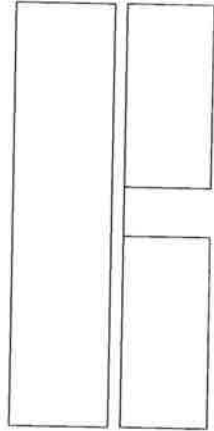
DATE UPDATED: 7/28/2022

Exhibit B - 10

INTERSTATE 90

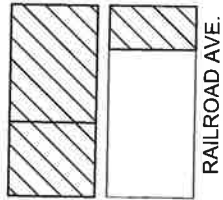


N. IDAHO ST.



E. 4TH AVE.

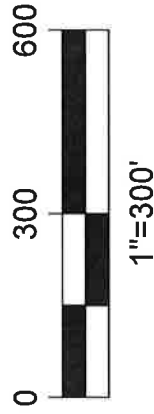
N. LINCOLN ST.



RAILROAD AVE.

N. POST ST.

BURLINGTON NORTHERN and SANTA FE RAILROAD



OWNER'S PARTICIPATION AGREEMENT (OPA)

EXHIBIT C

A PORTION OF THE S1/2 OF THE NW1/4 OF SEC. 2 AND
A PORTION OF THE S1/2 OF THE NE1/4 OF SEC. 3, T 50N, R 5W, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

LAST UPDATE: 04/2022
PLOT DATE: 04/2022
P.E. 2025008, 2020204