



# Rathdrum

## Urban Renewal Agenda

December 2, 2020

6:00 p.m.

Location: City Council Chamber  
8047 W. Main Street  
Rathdrum, ID 83858  
(208) 687-0261

Zoom Conference information will be on  
the City Website –  
[www.rathdrum.org/urbanrenewal](http://www.rathdrum.org/urbanrenewal)

**WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.**

**Physically attending the open meeting:** The City Council Chambers will be open for the meeting. However, please note the following:

1. Limited Seating will be provided at a minimum distance of 6' apart in accordance with guidelines.
2. If you are feeling sick, have been in close contact with someone who has been sick, or are uncomfortable being in physical attendance, please use the video conferencing option.
3. It is **required** those in attendance wear a face mask.

**1) CALL THE MEETING TO ORDER**

**2) PLEDGE OF ALLEGIANCE**

**3) ROLL CALL**

**4) ACTION ITEM: CONSENT CALENDAR APPROVAL**

- A) Approve August 27, 2020 Minutes
- B) Monthly Bills as Presented

**5) NEW BUSINESS:**

- A) Discussion of OPA for Silverado Urban Renewal District Plan
- B) Update on the West Rathdrum Urban Renewal District

**6) ADJOURN**



# Rathdrum

## Urban Renewal Minutes

August 27, 2020  
6:00 p.m.

Location: City Council Chamber  
8047 W. Main Street  
Rathdrum, ID 83858  
(208) 687-0261

Zoom Conference information will be on  
the City Website –  
[www.rathdrum.org/urbanrenewal](http://www.rathdrum.org/urbanrenewal)



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3. It is **required** those in attendance wear a face mask.

### 1) CALL THE MEETING TO ORDER

Meeting called to order at 6:00 pm

### 2) PLEDGE OF ALLEGIANCE

### 3) ROLL CALL

**PRESENT:** Liz St. Mark. Destry Randles, Paul Matthews, Brett Seright & Mark Worthen via Zoom

**ABSENT:** None

**STAFF:** Executive Director Duce, Deputy City Clerk Morrell, City Finance Director Taylor and Attorney Megan Conrad with Elam & Burke via Zoom

### 4) **ACTION ITEM:** CONSENT CALENDAR APPROVAL

- A) Approve August 5, 2020 Minutes
- B) Monthly Bills as Presented

Motion made by Destry Randles to approve the Minutes and the Monthly Bills as presented. Motion seconded by Mark Worthen.

Ayes: Destry Randles  
Mark Worthen  
Paul Matthews  
Brett Seright  
Liz St. Marks  
Nays: None

Motion passed

**5) Public Hearing: FY 2020-2021 Budget**

Executive Director Duce gave a brief explanation of the FY 2020-2021 Budget.

Chair Destry Randles opened the hearing to the public.

**In Favor**

None

**Neutral**

None

**Against**

None

Chair Destry Randles closes the public portion of the hearing.

**6) NEW BUSINESS:**

- A) **ACTION ITEM:** Consideration of Budget Adoption Resolution

Motion made by Brett Seright to accept the Budget Adoption Resolution. Motion seconded by Liz St. Mark.

Ayes: Brett Seright  
Liz St. Mark

Destry Randles  
Paul Matthews  
Mark Worthen  
Nayes: None

Motion Passed

**B) Discussion of the Silverado Urban Renewal Plan**

Executive Director Duce gave a brief discussion of the Silverado Urban Renewal Plan.

**C) ACTION ITEM:** Consideration of the Resolution to adopt the Silverado Urban Renewal District Plan

Motion made by Liz St Mark to approve the Resolution to adopt the Silverado Urban Renewal District Plan. Motion Seconded by Destry Randles.

Ayes: Liz St. Mark  
Destry Randles  
Brett Seright  
Mark Worthen

**Paul Matthews abstained from voting due to conflict of interest**  
Nayes: None

Motion passed by Majority Vote

**7) ADJOURN**

Meeting was adjourned at 6:23 pm.

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Destry Randles, Chair

**Attest:**

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Lorrann D. Morrell, Deputy Clerk

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.
- [Report].Vendor Number = 690
- [Report].Vendor Number = {OR} {IS NULL}

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>50-600-500</b>							
690	ELAM & BURKE ATTORNEYS AT	187721	Silverado Legal Fees	09/30/2020	921.50	.00	
Total 50-600-500:					921.50	.00	
<b>50-900-500</b>							
690	ELAM & BURKE ATTORNEYS AT	187721	General Representation- Rathdru	09/30/2020	777.00	.00	
690	ELAM & BURKE ATTORNEYS AT	188097	General Representation- Rathdru	10/31/2020	1,061.00	.00	
Total 50-900-500:					1,838.00	.00	
Grand Totals:					2,759.50	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

**OWNER PARTICIPATION AGREEMENT**

**By and Between**

**The Urban Renewal Agency of the City of Rathdrum also known as the Rathdrum  
Urban Renewal Agency**

**and**

**Silverado Properties LLC**

**for the**

**SILVERADO PROJECT**

## OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT (hereinafter “Agreement”) is entered into by and between the Urban Renewal Agency of the City of Rathdrum, also known as the Rathdrum Urban Renewal Agency, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Silverado Properties LLC, an Idaho limited liability company authorized to do business in the State of Idaho (hereinafter “Participant”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

### RECITALS

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act;

WHEREAS, following a duly noticed public hearing, the Rathdrum City Council adopted its Ordinance No. 595 on October 14, 2020, approving the Urban Renewal Plan for the Silverado Urban Renewal Project (hereinafter the “Urban Renewal Plan”) establishing the Silverado revenue allocation area (the “Project Area”). The termination date of the Urban Renewal Plan and Project Area is December 31, 2040;

WHEREAS, Participant owns and controls approximately 40 acres of mostly vacant, undeveloped land zoned Industrial and R-3 (Multi-Family Residential – High Density) located outside of the downtown core in the southeast part of the City of Rathdrum (the “City”). The area is generally located northwest of the intersection of Boekel Road and Meyer Road, with Boekel Road providing the southern boundary and Meyer Road being the eastern boundary. This area, including the adjacent right-of-way, is referred to as the Site (as defined below);

WHEREAS, consistent with the Urban Renewal Plan, Participant intends on constructing certain traditional public infrastructure improvements on the Site, which are necessary to the proper development of the Site, including: water and sewer system improvements, improvements to Meyer Road, improvements to Boekel Road, construction of two interior connector roads, including the Meyer Backage Road and the Thayer Connector Road, and related public improvements in conjunction with the development of new multi-family residential, commercial and industrial projects on the Site (the “Project”);

WHEREAS, the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan;

WHEREAS, the Urban Renewal Plan authorizes Agency to enter into owner participation agreements to implement the Urban Renewal Plan;

WHEREAS, Agency and Participant have negotiated the major terms of Agency's participation in the funding of certain improvements to the public infrastructure and other eligible expenses (collectively the "Agency Funded Public Improvements");

WHEREAS, the Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan;

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan, and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Owner Participation Agreement to define their respective obligations;

WHEREAS, Participant and the City entered into that certain Development Agreement (the "**City Development Agreement**"), dated \_\_\_\_\_, setting forth certain obligations by the Participant concerning the public improvements related to Participant's project;

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## I. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until all obligations of each Party are complete, this Agreement is terminated, or December 31, 2040, whichever is earlier.

## II. SUBJECT OF AGREEMENT

### A. Recitals, Purpose of This Agreement, and Interest



The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency's commitment herein is intended to comply with the Agency's authority under the Law, the Act, and the Urban Renewal Plan and is not a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Urban Renewal Plan by providing for the construction of public improvements, as generally identified in **Attachment 3**, on or adjacent to the Site.

The construction of said public improvements on the Site and the fulfillment, generally, of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Urban Renewal Plan.

B. The Plan

This Agreement is subject to the provisions of the Urban Renewal Plan.

C. The Project Area

The Urban Renewal Project Area ("Project Area") is located in the City, and the exact boundaries of the Project Area are the same as the boundaries of the Site.

D. The Site

The Site is the entirety of the Project Area shown on the "Map of the Site," attached to this Agreement as **Attachment 1** which is incorporated herein by reference, and as more particularly described in the "Legal Description" of the Site, attached hereto as **Attachment 2** which is incorporated herein by reference.

E. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer when such participation achieves the objectives of the Urban Renewal Plan, is not duplicative of other public entity funding, and does not replace or substitute for the obligations imposed by other governmental agencies on the Participant. The specific participation by the Agency for this Site is as set forth herein.

F. Parties to This Agreement

1. Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Law and the Act. The office of the Agency is located at Rathdrum City Hall, 8047 W. Main Street, Rathdrum, Idaho 83858. “Agency,” as used in this Agreement, includes the Urban Renewal Agency and any assignee of or successor to its rights, powers, and responsibilities.

2. Participant

The Participant is Silverado Properties LLC, an Idaho limited liability company. The principal address of the Participant is 16600 N. Reservoir Road, Rathdrum, ID 83858-7465.

Whenever the term “Participant” is used herein, such term shall include any assignee or successor in interest approved or consented to by the Agency, which consent should not be unreasonably withheld. The Participant qualifies as an “owner participant” as that term is used in the Urban Renewal Plan.

G. The Private Development and City Agreements

1. The Private Development

The Private Development shall mean the development undertaken by Participant or the approved successors or assigns upon the Site. The Private Development consists of the construction of new multi-family residential complexes, commercial and industrial projects on the Site. The Private Development and any further development upon the Site or any portion of the Site shall comply with all the provisions of the Urban Renewal Plan, all applicable City building and zoning ordinances, and any other City Agreements and Approvals as defined in Section II.G(2).

2. City Agreements and Approvals

“City Agreements and Approvals” shall mean those certain agreements between Participant and City, concerning, among other things, any required building permits and other approvals by City for the development of the Private Development on the Site, including any City Development Agreement as the same may be negotiated and amended.

Any default by Participant of the City Agreements and Approvals, including but not limited to any and all applicable City ordinances, not cured within any applicable cure period shall constitute a default under this Agreement with the Agency reserving any of its rights and remedies under this Agreement concerning default.

### III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

#### A. Development Design

Participant agrees that the Private Development will be in full compliance with the Urban Renewal Plan, all applicable City building and zoning ordinances, and any City Agreements and Approvals.

#### B. Cost of Construction

The cost of the Private Development and the Agency Funded Improvements, defined below, shall be borne by the Participant except as otherwise set forth herein.

#### C. Agency, City, and Other Governmental Agency Permits

Participant has or shall, at Participant's own expense, secured or will cause to be secured any and all permits or approvals which may be required by Agency, City, or any other governmental agency relative to construction and operation of the Private Development and the Agency Funded Public Improvements.

#### D. Agency Funded Public Improvements

The Agency Funded Public Improvements are directly related to public infrastructure and are: (a) critical to the development and/or redevelopment of the Site and (b) provide a higher quality of development that should assist Agency in meeting the objectives of the Urban Renewal Plan. Because of the Private Development, which achieves several of the objectives contained within the Urban Renewal Plan, Agency finds that a portion of the public improvements related to Private Development of the Site may be reimbursed by the Agency. Agency finds that the Agency Funded Public Improvements are in the best public interest and provide for enhanced development of the Site within the Project Area.

In consideration of the terms of this Agreement and subject to certain conditions as contained in this Agreement, Agency agrees to pay the costs of certain approved Agency Funded Public Improvements, inclusive of design and engineering costs, as verified by the Agency. Approved Agency Funded Public Improvements shall include those improvements listed on **Attachment 3**.

E. Agency Review of Construction Documents

Upon Agency's request, Agency shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Agency Funded Public Improvements (collectively the "Agency Funded Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Agency Funded Public Improvements are constructed consistent with the Agency Funded Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section and Section F, below, Participant shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if (1) Participant or its general contractor solicits or solicited competitive bids for the Agency Funded Public Improvements pursuant to Title 67, Chapter 28, Idaho Code, as amended (2) the work is performed by Idaho public works licensed contractors, (3) and such work is not performed by an affiliate or subsidiary of Participant.

F. Reimbursement Obligation

1. Amount of Reimbursement

In consideration of Participant's construction of the Agency Funded Public Improvements, Agency, subject to the terms of this Agreement, agrees to reimburse Participant an amount equal to the Actual Eligible Costs, as defined below, of the Agency Funded Public Improvements, **not to exceed** Three Million Six Hundred One Thousand Nine Hundred Fifty-Two and 00/100 dollars (\$3,601,952.00), with no interest accruing on the Reimbursement Obligation (defined below).

2. Notification, Inspection, Approval

Upon completion of construction of any category of the Agency Funded Public Improvements associated with the Project and on not less than a quarterly basis during construction, Participant shall notify Agency in writing to request a meeting with the Agency Administrator to determine if the completed Agency Funded Public Improvements meet the requirements of this Agreement (the "Notification of Completion"). Agency shall provide Participant with written confirmation in a form generally consistent with the Confirmation of Agency Reimbursement form attached hereto as **Attachment 4** that the completed Agency Funded Public Improvements are eligible for reimbursement as follows:

- (a) With respect to each Notification of Completion, Participant is responsible for submitting detailed schedule of values, invoices and receipts for work performed as part of the Project, including lien

waivers, in a form deemed acceptable by the Agency Administrator (the “Cost Documentation”) which will permit Agency to determine the Actual Eligible Costs, which shall be the actual costs to construct the Agency Funded Public Improvements, including costs incurred prior to the Effective Date of this Agreement, as approved by the Agency Administrator, plus those costs incurred pursuant to the Memorandum of Understanding by and between Agency and Participant, dated \_\_\_\_\_ (the “MOU”). Cost Documentation shall include the following:

- i. An accounting of the costs associated with the completed Agency Funded Public Improvements and evidence of payment of such costs by Participant. Participant shall include a schedule of values that includes line items for the Agency Funded Public Improvements for reimbursement so they are identifiable separate from other line items, invoices from Participant’s design professionals, general contractor, subcontractor(s), and material suppliers for each type of eligible cost item, which shall specify quantities and unit costs of installed materials.
  - ii. Explanation of any significant deviation between the initial cost estimates in the Urban Renewal Plan and Attachment 3 and the actual costs in the Cost Documentation.
  - iii. Additional documentation or clarifications as requested by the Agency Administrator.
- (b) The Agency Administrator shall have the right to review the Cost Documentation, to inspect the completed Agency Funded Public Improvements, and to obtain independent verification that the quantities of work claimed and the costs associated therewith are accurate, commercially reasonable, appropriate for the completed Agency Funded Public Improvements and meet objectives of Title 67, Chapter 28, Idaho Code. The Agency’s approval shall not be unreasonably delayed or withheld.
- (c) Within thirty (30) days of Agency’s receipt of the Cost Documentation, the Agency Administrator shall notify Participant in writing of Agency’s acceptance or rejection of the Cost Documentation and Agency’s determination of the Actual Eligible Costs, to be reimbursed, memorialized in a confirmation form consistent with the Confirmation of Agency Reimbursement form set forth in **Attachment 4**, to be executed by the Participant and the Agency. Agency shall, in its discretion, determine the Actual Eligible Costs following its review

of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Agency Funded Public Improvement Construction Documents. In no event shall the total for all Actual Eligible Costs exceed the amount allowed by Section II.F(1).

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

**Agency's determination of the Actual Eligible Costs is within its sole discretion.**

(d) As the Agency Funded Public Improvements associated with the Project are anticipated to be phased in over the term of the Plan and are dependent upon the timing of any proposed development, it is understood Participant will likely submit more than one Notification of Completion and that Participant and Agency will enter into several Confirmation of Agency Reimbursement in a form consistent with **Attachment 4**.

### 3. Allocation of Costs

Agency and Participant agree Participant shall be able to allocate expenses among the various items listed on Attachment 3 so long as the total amount of those items shall not exceed Three Million Six Hundred One Thousand Nine Hundred Fifty-Two and 00/100 dollars (\$3,601,952.00)ov. Participant shall notify Agency Administrator of the allocation of costs amongst the items listed on Attachment 3.

### 4. Reimbursement

Participant shall initially pay for all of the costs of construction for the Agency Funded Public Improvements associated with the Project. By approval of this Agreement by Agency's Board of Commissioners, Agency has authorized reimbursement for the Actual Eligible Costs of the Agency Funded Public

Improvements (the “Reimbursement Obligation”) as set forth in Section F, Section G and the other provisions of this Agreement.

Participant projects the assessed value of new development in the Project Area once fully developed to be Thirty-Eight Million Nine Hundred Sixteen Thousand Six Hundred Eleven and 00/100 (\$38,916,611.00).

G. Reimbursement Procedure

1. Agency’s Reimbursement Obligation shall not commence until (1) the first Certificate of Occupancy, or the equivalent thereof, is issued for the Private Development, or upon the acceptance of the improvements required to be constructed as described in any City Agreements and Approvals by the appropriate utility and/or the City; and (2) revenue allocation proceeds as described in the Act are received by the Agency.

2. In conjunction with its receipt of revenue allocation proceeds on a biannual basis, the Agency will retain twenty percent (20%) of the revenue allocation proceeds per year for Project Area operating and administrative expenses, as well as Plan implementation costs for additional public infrastructure improvements, and agrees to make payment to Participant of the remaining tax increment revenue allocation proceeds actually received and arising from the Site commencing from the first date the Agency receives revenue allocation proceeds arising from the Site subsequent to the satisfaction of the conditions set forth in Section G(1) and until such time as the Reimbursement Obligation has been paid in full or the termination of the revenue allocation authority under the Urban Renewal Plan on or before December 31, 2040, whichever occurs first. **PARTICIPANT ACKNOWLEDGES THE REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE TERMINATION OF THE REVENUE ALLOCATION AUTHORITY UNDER THE URBAN RENEWAL PLAN AND ASSUMES THAT RISK.**

3. The biannual payments are due to Participant within thirty (30) days of receipt of revenue allocation proceeds from the Site by Agency.

4. Agency shall have no obligation to make payments to the Participant for taxes collected and paid to Agency beyond the term described herein.

5. Agency may pay, at any time, in whole or in part, without penalty, the then remaining outstanding balance of the Reimbursement Obligation.

6. All payment due hereunder shall be paid to the Participant, and future owners of units created on the Site as part of the Project shall have no claim or entitlement to such payments as a result such ownership.

## 7. Non-general Obligation

As provided by Idaho Code Section 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of principal on this Reimbursement Obligation.

### H. Taxes

The Act provides that Agency will be paid revenue allocation proceeds contingent on the amount of assessed value as determined by the Kootenai County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Kootenai County Assessor or guarantor of collection of taxes by the Kootenai County Treasurer.

Participant shall pay, when due, all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors. Except as set forth herein, nothing herein contained shall be deemed to prohibit Participant from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

The increment tax revenues from the Site (as determined from the assessment records of the Kootenai County Assessor and the payment records of the Kootenai County Treasurer) shall be paid to Participant if and only as they are paid to Agency by Kootenai County, the entity which has the legal responsibility to collect property taxes.

Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property, personal property and operating property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Reimbursement Obligation is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, Participant must elect to either pay the delinquent taxes or in-lieu-of taxes reflecting higher assessments or levy rate on



behalf of those taxpayers or receive less reimbursement from Agency to pay the Reimbursement Obligation.

Participant, or its successors or assigns, shall not apply for or otherwise request any exemption or reduction in property taxes on the Site pursuant to Idaho Code §§ 63-602NN, 63-4404, 63-602II, or Idaho Code §§ 63-606A or 63-602W, or similar exemptions, during the term of the Urban Renewal Plan, unless otherwise consented to by the Agency in writing.

I. Subordination of Reimbursement Obligations

The Parties agree this Agreement does not provide Participant with a security interest in any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area and may be subject to consent and approval by Agency lenders.

J. Liens/Payment of General Contractor

Participant hereby certifies that as of the Effective Date no mechanic's or materialman's liens have been placed on the Site, as defined above, and that the general contractor and all subcontractors have been or will be paid in full for all work performed on the Site. In the event any mechanic's or materialman's liens are placed on the Site, Participant agrees Agency may suspend any payments required under this Agreement until any liens or claims related to the Project and made by any contractor, subcontractor, or material supplier that performed work on the Agency Funded Public Improvements and/or the Private Development have been satisfied.

K. Agency Contribution Assignable

Agency and Participant agree that Agency's obligations run only to Participant or its assignee and that Agency is under no obligation to grant any additional consideration or greater participation than set forth herein. Participant shall have the absolute right to assign its right to receive any payments to its lender, its successor, or other entity designated by Participant.

L. Indemnification

Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants, and employees (collectively referred to

in this Section L as “Agency”) harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design and attorney fees (collectively referred to in this Section L as “Claim”), which may be imposed upon or incurred by or asserted against Agency and for which Agency may be legally liable under applicable law (excluding any liability or obligation Agency assumes by contract) by reason of any of the following occurrences, provided Participant shall have no obligation to indemnify and hold Agency harmless from and against any Claim to the extent it arises from the negligence or willful act or omission of Agency or Agency’s contractors and associated subcontractors:

1. Any work done in, on, or about the Site, including the Agency Funded Public Improvements, or work related to the Agency Funded Public Improvements; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional wrongful act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof, during construction; or
5. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.
6. Funding, by Agency, of the Agency Funded Public Improvements.

In case any such Claim is brought against Agency, Participant, upon written notice from Agency, shall, at Participant’s expense, resist or defend such Claim.

Participant shall also indemnify and hold harmless and defend Agency and its commissioners, officers, agents, consultants and employees from and against any and all claims or causes of action asserted by entities or individuals that are not a party to this Agreement regarding the validity or legality of this Agreement and the reimbursement to Participant of the costs of the Agency Funded Public Improvements by Agency (collectively referred to in this Section as “legality claim”). Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to

Participant by Agency of the costs of the Agency Funded Public Improvements is unlawful or invalid, the Agency shall have no further obligation or liability to reimburse or make payments to Participant for the costs associated with the Agency Funded Public Improvements and Participant shall solely bear the responsibility for such costs. Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Agency Funded Public Improvements is unlawful or invalid, then Participant, in Agency's sole discretion, may be required to return any funds paid by Agency to Participant for the Agency Funded Public Improvements within ninety (90) days of written request from Agency to Participant.

If a legality claim is made, then Agency and Participant shall jointly defend against said claim. Participant has the discretion to hire its own legal counsel with Participant reimbursing the Agency for its reasonable fees and costs, including without limitation, attorney and expert witness fees and costs.

If a claim, other than a legality claim, is brought against Agency or its respective commissioners, officers, agents, consultants and employees by reason of any such claim, Participant, upon written notice from Agency shall, at Participant's expense, bear the costs and expense of defending Agency against such action or proceedings by counsel selected by Agency.

#### M. Insurance

Participant shall, or through its contractor constructing the Agency Funded Public Improvements, shall, at Participant's sole cost, obtain and maintain in force for the duration of the Agreement (including the warranty period) insurance of the following types, with limits not less than those set forth below, and in a form acceptable to Agency:

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage, with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$4,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.
2. Workers' Compensation Insurance, if Participant has employees, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. If

Participant has employees, Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$2,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

4. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, commissioners, and employees, for losses or claims for bodily injury or property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Project.

5. Certificates of insurance, reasonably satisfactory in form to Agency (ACORD form or equivalent), shall be supplied to Agency evidencing that the insurance required above is in force, and that notice will be given to Agency prior to any cancellation of the policies in accordance with the policies. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

6. Except as otherwise stated above, the obligations set forth in this Section shall remain in effect only until the date City accepts the dedication of the Agency Funded Public Improvements, plus any warranty period.

7. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

8. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Participant's General and

Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

N. Warranty

Participant warrants that the materials and workmanship employed in the construction of the Agency Funded Public Improvements shall be good quality and shall conform to generally accepted standards within the construction industry and agrees to repair any non-conforming improvements during the warranty period upon receipt of notice from Agency of such non-conforming improvements. Such warranty and repair obligation shall extend for a period of one (1) year after acceptance of the Agency Funded Public Improvements by the City and/or other appropriate entity or utility or for the period described in any City Agreements and Approvals. Provided, nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

O. Maintenance

Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Agency Funded Public Improvements. Participant anticipates that the City and or various public utilities may accept ownership and maintenance obligations of some or all of the Agency Funded Public Improvements; however, such acceptance is not a condition precedent to the obligations of the Parties hereto.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Urban Renewal Plan for the period of time the Urban Renewal Plan is in force and effect.

B. Effect and Duration of Covenants

Covenants contained in this Agreement shall remain in effect until sooner of December 31, 2040, or the date on which the Urban Renewal Plan terminates, whichever is sooner. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the

Participant and any successors and assigns to the Site, or any part thereof, for the benefit of and in favor of Agency, its successors and assigns.

C. Local, State and Federal Laws

Participant covenants that it will carry out the construction of the Agency Funded Public Improvements in conformity with all applicable laws, including all applicable federal and state labor standards and anti-discrimination laws.

V. DEFAULTS, DISPUTE RESOLUTION, REMEDIES, AND TERMINATION

A. Defaults in General

Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said forty-five (45) day period, has rectified the particulars specified in said notice of default, provided that in the case where rectifying the matters specified in the notice of default requires more than forty-five (45) days, such notified Party shall not be in default so long as they commence prior to the expiration of the forty-five (45) days and diligently pursue actions needed to rectify such matters. In the event of a default, the nondefaulting Party may do the following:

1. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
2. The nondefaulting Party may seek specific performance of this Agreement and, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that this Agreement may be specifically enforced.
3. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
4. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.

5. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Agency may seek reimbursement of any amounts paid to Participant up to the amount of damages incurred by Agency for Participant's default.

Any default by Participant under any City Agreements and Approvals shall be deemed a default under this Agreement.

B. Dispute Resolution

In the event that a dispute arises between Agency and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

C. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The nondefaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

D. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or

more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party. Agency reserves the right to withhold reimbursement to Participant for any Participant default.

## VI. GENERAL PROVISIONS

### A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

### B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

### C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

### D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

### E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including



reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, acts of another party, environmental analysis or removal of hazardous or toxic substances, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency), or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

J. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times to inspect the books and records of Participant pertaining to the Agency Funded Public Improvements.

K. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Owner Participation Agreement are made a part hereof by this reference.

L. No Joint Venture or Partnership. Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including **Attachments 1 through 4**, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

*[signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

**AGENCY**

URBAN RENEWAL AGENCY OF THE CITY OF RATHDRUM, IDAHO

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_,  
Secretary

**PARTICIPANT**

SILVERADO PROPERTIES LLC

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

Date: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me,  
\_\_\_\_\_, the undersigned notary public in and for said county  
and state, personally appeared \_\_\_\_\_, known or identified to me to be the  
Chair of the Urban Renewal Agency of the City of Rathdrum, Idaho, the  
independent public body corporate and politic, that executed the within  
instrument, and known to me to be the person that executed the within instrument  
on behalf of said Agency and acknowledged to me that such Agency executed the  
same for the purposes herein contained.

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

\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires \_\_\_\_\_

STATE OF IDAHO            )  
  ) ss.  
County of Kootenai        )

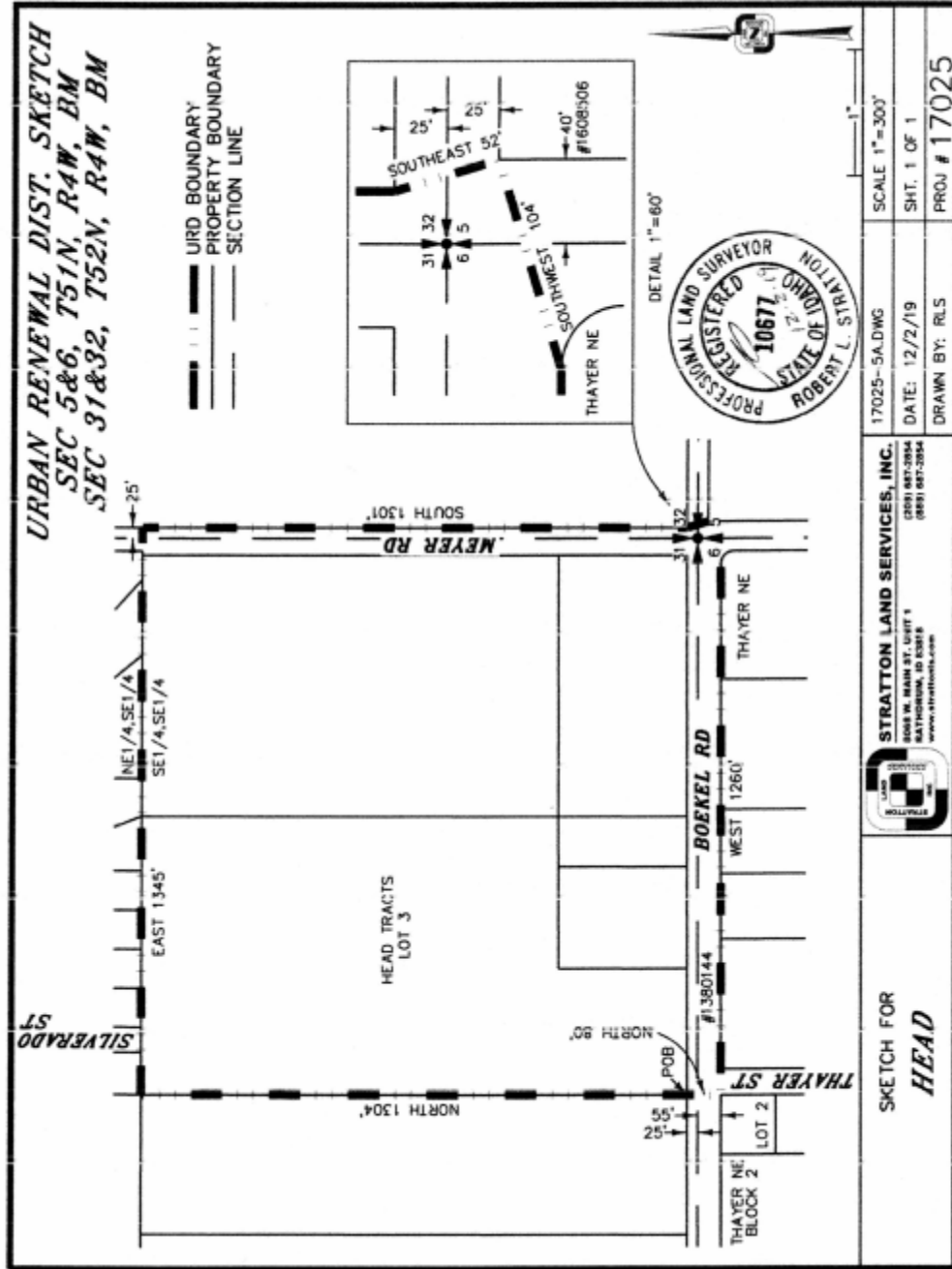
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, \_\_\_\_\_, the undersigned notary public in and for said county and state, personally appeared \_\_\_\_\_, known or identified to me to be the Managing Member of Silverado Properties LLC, and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained on behalf of Silverado Properties LLC.

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

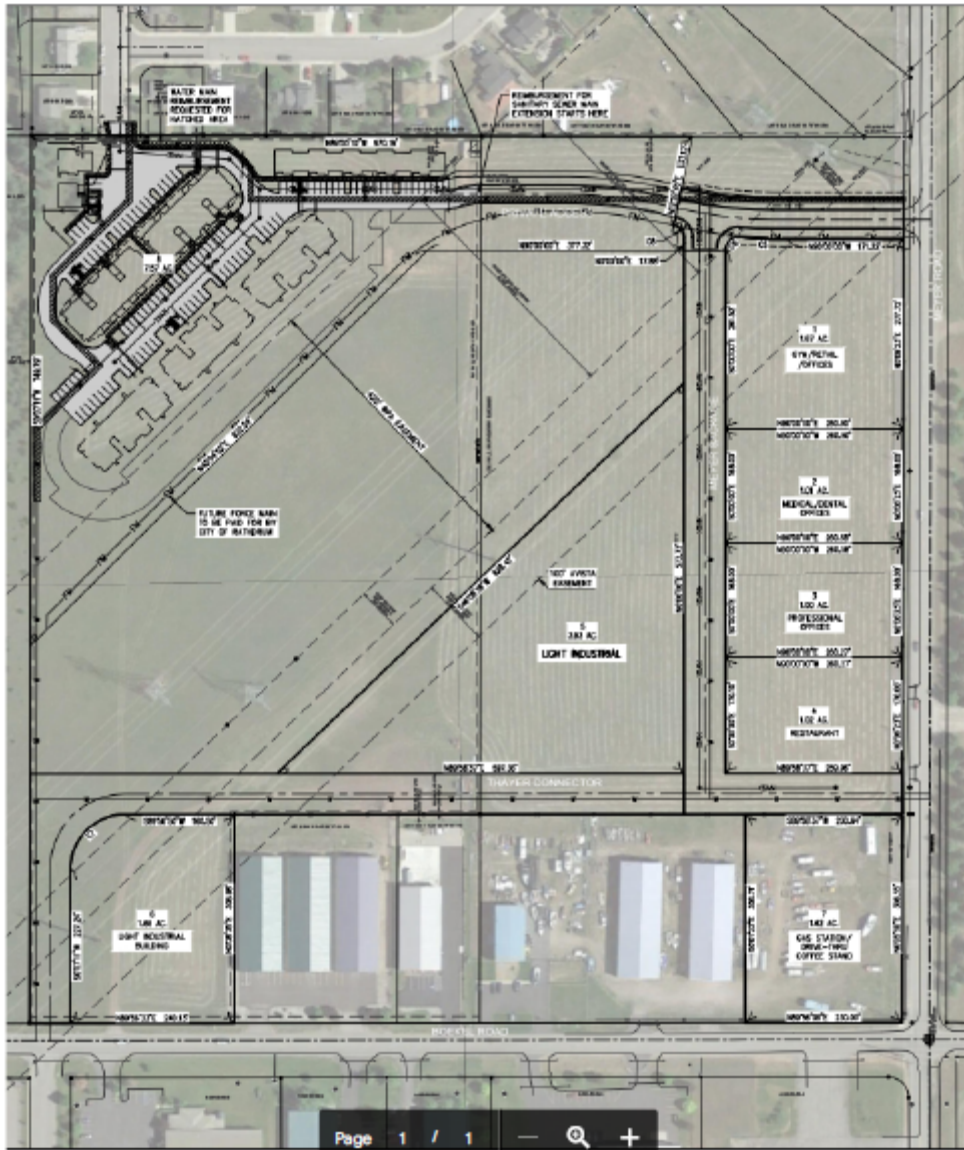
\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires \_\_\_\_\_

Attachment 1

Map of the Site



# EXHIBIT B - SITE PLAN



## Attachment 2

### Legal Description

#### Legal Description of Project Area and Revenue Allocation Area

An area consisting of approximately 42 acres as more particularly described as follows:

##### Description for Urban Renewal District:

A portion of sections 5 and 6, township 51 north, range 4 west and sections 31 and 32, township 52 north, range 4 west, all of the Boise Meridian, City of Rathdrum, Kootenai County, Idaho, said portion being described as:

Beginning at the southwest corner of lot 3, block 1 of the plat of Head Tracts as recorded with Kootenai County in book ' J ' of plats at page 172, said corner being on the north right-of-way line of Boekel Road, an old section line road with said right-of-way line 25 feet northerly of the section line;

Thence north 1304 feet to the northwest corner of said lot 3;

Thence east along the north line of said Head Tracts, the north line of the southeast quarter of the southeast quarter of said section 31 and said line extended 1345 feet to a point on the east right-of-way line of Meyer Road, an old section line road with said right-of-way line 25 feet easterly of the section line;

Thence south along said east right-of-way line 1301 feet to the intersection with said north right-of-way line of Boekel Road;

Thence southeasterly 52 feet to the intersection of the south right-of-way line of Boekel Road, an old section line road with said right-of-way line 25 feet southerly of section line and the east right-of-way line of Meyer Road as established in a deed recorded with Kootenai County under inst. #1608506;

Thence southwesterly 104 feet to a point on the northerly end of a curve between the rights-of-way for Boekel Road and Meyer Road as dedicated on the plat of Thayer Northeast as recorded with Kootenai County in book 'G' of plats at page 410, said point also being on the south right-of-way line of Boekel Road as established in a deed recorded with Kootenai County under inst. #1380144, said right-of-way line being 55 feet southerly of the north line of the northeast quarter of said section 6;

Thence west along said south right-of-way line 1260 feet to the northeast corner of lot 2, block two of the plat of Thayer Northeast Block Two as recorded with Kootenai County in book ' I ' of plats at page 173;

Thence north 80 feet to the said point of Beginning.



### Attachment 3

#### Agency Funded Public Improvements

By: Eric Olson - Olson Engineering

Item	Description	Quantity	Unit	Unit Price	Total Price
<b>General Items</b>					
1	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
3	Electrical/Illumination	1	LS	\$ 300,000.00	\$ 300,000.00
4	Landscaping/Irrigation	1	LS	\$ 150,000.00	\$ 150,000.00
5	Dry Utility Trench	3000	LF	\$ 7.00	\$ 21,000.00
<b>General Items Subtotal</b>					<b>\$ 506,000.00</b>
<b>Roadway Construction/Drainage - Interior Roads</b>					
	MEYER BACKAGE ROAD (MEYER TO THAYER CONN.)	1154	LF		
	THAYER CONNECTOR ROAD (BOEKEL TO MEYER)	1576	LF		
	TOTAL ROAD CONSTRUCTION	2730	LF		
5	Clearing & Grubbing (18" Topsoil, Bermed on Site)	9100	CY	\$ 5.00	\$ 45,500.00
6	Roadway Excavation	3740	CY	\$ 8.00	\$ 29,920.00
7	16" Crushed Ballast/Base	10100	TN	\$ 20.00	\$ 202,000.00
8	3" Asphalt	1690	TN	\$ 80.00	\$ 135,200.00
9	Concrete Curb & Gutter incl Base	5460	LF	\$ 21.00	\$ 114,660.00
10	Drainage Curb Cuts	50	EA	\$ 150.00	\$ 7,500.00
11	Concrete Sidewalk incl. Base	27300	SF	\$ 5.00	\$ 136,500.00
12	Pedestrian Ramps	10	EA	\$ 1,200.00	\$ 12,000.00
13	Detention Ponds/Swales	16380	SF	\$ 2.00	\$ 32,760.00
14	Double-Depth Drywells	10	EA	\$ 3,200.00	\$ 32,000.00
15	Hydroseeding	81900	SF	\$ 0.10	\$ 8,190.00
16	Striping/Signage	1	LS	\$ 5,000.00	\$ 5,000.00
<b>Roadway Construction/Drainage Subtotal</b>					<b>\$ 761,230.00</b>
<b>Frontage Improvements - Meyer Road</b>					
	FRONTAGE LENGTH	1326	LF		
	1/2 WIDTH FULL REBUILD				
17	Utility Relocation	1	LS	\$ 250,000.00	\$ 250,000.00
18	Dry Utility Trench	1500	LF	\$ 7.00	\$ 10,500.00
19	Demo Existing Asphalt Road & Path	3540	SY	\$ 1.25	\$ 4,425.00
20	Roadway Excavation	4200	CY	\$ 8.00	\$ 33,600.00
21	18" Crushed Ballast/Base	5700	TN	\$ 20.00	\$ 114,000.00
22	6" Asphalt	1740	TN	\$ 80.00	\$ 139,200.00
23	Concrete Curb & Gutter incl Base	1326	LF	\$ 21.00	\$ 27,846.00
24	Drainage Curb Cuts	14	EA	\$ 150.00	\$ 2,100.00
25	8' Asphalt Path incl. Base	1180	SY	\$ 16.00	\$ 18,880.00
26	Pedestrian Ramps	2	EA	\$ 1,200.00	\$ 2,400.00
27	Detention Ponds/Swales	6630	SF	\$ 2.00	\$ 13,260.00
28	Double-Depth Drywells	5	EA	\$ 3,200.00	\$ 16,000.00

Item	Description	Quantity	Unit	Unit Price	Total Price
29	Hydroseeding	13260	SF	\$ 0.10	\$ 1,326.00
30	Striping/Signage	1	LS	\$ 5,000.00	\$ 5,000.00
<b>Frontage Improvements - Meyer Road Subtotal</b>					<b>\$ 638,537.00</b>
<b>Frontage Improvements - Boekel Road</b>					
	FRONTAGE LENGTH	1321	LF		
	1/2 WIDTH FULL REBUILD				
	ASSUMES EXISTING OH POWER CAN REMAIN				
31	Demo Existing Asphalt Road	2500	SY	\$ 1.25	\$ 3,125.00
32	Roadway Excavation	2600	CY	\$ 8.00	\$ 20,800.00
33	18" Crushed Ballast/Base	3300	TN	\$ 20.00	\$ 66,000.00
34	3" Asphalt	870	TN	\$ 80.00	\$ 69,600.00
35	Concrete Curb & Gutter incl Base	1321	LF	\$ 21.00	\$ 27,741.00
36	Drainage Curb Cuts	14	EA	\$ 150.00	\$ 2,100.00
37	10' Asphalt Path incl. Base	1470	SY	\$ 16.00	\$ 23,520.00
38	Pedestrian Ramps	2	EA	\$ 1,200.00	\$ 2,400.00
39	Detention Ponds/Swales	6605	SF	\$ 2.00	\$ 13,210.00
40	Double-Depth Drywells	5	EA	\$ 3,200.00	\$ 16,000.00
41	Hydroseeding	13210	SF	\$ 0.10	\$ 1,321.00
42	Striping/Signage	1	LS	\$ 5,000.00	\$ 5,000.00
<b>Frontage Improvements - Meyer Road Subtotal</b>					<b>\$ 250,817.00</b>
<b>Water System</b>					
43	8" Water Main Incl. Fittings	4821	LF	\$ 50.00	\$ 241,050.00
44	2" Commercial Service	10	EA	\$ 3,000.00	\$ 30,000.00
45	1" Irrigation Service	7	EA	\$ 2,000.00	\$ 14,000.00
46	Fire Hydrant Assembly	5	EA	\$ 5,300.00	\$ 26,500.00
47	Meyer Rd Interconnect	1	LS	\$ 10,000.00	\$ 10,000.00
48	Boekel Rd Interconnect	1	LS	\$ 10,000.00	\$ 10,000.00
<b>Water System Subtotal</b>					<b>\$ 331,550.00</b>
<b>Sanitary Sewer System</b>					
47	8" Sewer Main	1402	LF	\$ 45.00	\$ 63,090.00
48	Sewer Manholes	5	EA	\$ 3,200.00	\$ 16,000.00
49	Sewer Services	7	EA	\$ 800.00	\$ 5,600.00
<b>Water System Subtotal</b>					<b>\$ 84,690.00</b>

<b>Construction Subtotal</b>	<b>\$ 2,572,824.00</b>
<b>10% Construction Administration</b>	<b>\$ 257,282.40</b>
<b>10% Engineering &amp; Testing</b>	<b>\$ 257,282.40</b>
<b>20% Mobilization &amp; Contingency</b>	<b>\$ 514,564.80</b>
<b>Total Project Costs</b>	<b>\$ 3,601,953.60</b>



**Attachment 4**

**Confirmation of Agency Reimbursement**

4834-8442-9266, v. 2