

**Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via Teams
Tuesday, April 23, 2024
11:00 AM**

THIS MEETING IS BEING HELD IN MICROSOFT TEAMS.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 237 503 468 111

Passcode: q2iFwo

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-206-8535,,324529467#](tel:+14692068535,324529467#) United States, Dallas

Phone Conference ID: 324 529 467#

Email: Public comments may be shared with the Agency Board via email to Lisa Horowitz, lisa.horowitz@haileycityhall.org. Emails or other written testimony must be **received no later than 5:00 p.m. on Monday, April 15, 2024.**

Live Meeting Attendance: Members of the public wishing to attend the meeting may do so remotely through the virtual platform with a phone or a computer or in person. The Agency strives to make the meeting available virtually but cannot guarantee access due to platform failure, internet interruptions or other potential technological malfunctions. Log-in information is located at the top of this agenda.

If there are any questions, contact Lisa Horowitz at lisa.horowitz@haileycityhall.org or (208) 788-4221.

| | |
|-----------------------|---|
| Chair: | Larry Schwartz |
| Vice Chair: | Sandi Viau |
| Treasurer | Becky Stokes |
| Board Members | Walt Denekas, Martha Burke, Bob Brand |
| Staff Support: | Lisa Horowitz, Executive Director of HURA and City Administrator |

Next Resolution Available: 2024-007

1. CALL TO ORDER

2. CONSENT AGENDA:

- a. Approval of Bills unpaid since March, 2024..... **ACTION ITEM**
- b. Approval of meeting minutes dated March, 2024..... **ACTION ITEM**

3. New Business:

- a. Consideration of Resolution 2024-____, a resolution adopting Reimbursement Participation Agreement with McIntosh Holdings, LLC for Spruce Street Duplexes development located at 109 and 111 West Spruce Street, Units 1-4..... **ACTION ITEM**
- b. Consideration of Resolution 2024-____, a resolution adopting Reimbursement Participation Agreement with MID RVR Townhomes, LLC for MID RVR located at 317 North River Street (Lots 1-3, Block 54, Hailey Townsite located at 317 North River Street..... **ACTION ITEM**

- c. Consideration of Resolution 2024-____, a resolution adopting Reimbursement Participation Agreement with CK Property Group, LLC for reimbursement of undergrounding existing powerlines adjacent to the MID RVR townhouse development..... **ACTION ITEM**

4. Staff Update:

- a. Update on URA Projects
 - i. Hailey South Draft Plan
- b. Financials
- c. Upcoming Meetings
 - i. May 21, 2024: Audit

5. Executive Session

- a. Executive Session under Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency..... **ACTION ITEM**

6. Adjourn

AGENDA ITEM SUMMARY

DATE: 04/16/2024

District: Gateway and Airport Way Districts

STAFF: JP/BS

SUBJECT: Approval of bills since March 2024.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Below is a summary of current bills due, all invoices are attached for details.

| Bill Summary | | | | |
|---------------------|----------------|--------------------------|------------------|---------------|
| Meeting Date | Company | Invoice Date | Invoice | Amount |
| 04/16/24 | IME | 03/30/2024 | | \$39.56 |
| | | | | \$22.08 |
| 4/16/24 | Elam & Burke | 02/29/2024 03/31/2024 | 206981 207445 | \$1401.00 |
| | | | | \$3,674.00 |
| | | | | \$1,363.50 |
| | | | | \$1,925.75 |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve payment for bills since March 2024.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____



IDAHO MOUNTAIN EXPRESS • SUN VALLEY GUIDE • REAL ESTATE GUIDE
P.O. BOX 1013 • KETCHUM, IDAHO 83340-1013 • 208.726.8060



STATEMENT

HAILEY CITY
115 S. MAIN ST., SUITE H
HAILEY ID 83333

ACCT. NO. DATE:
10002437 3/30/2024

| DATE | TYPE | ORDER # | PUBLICATION | AD TYPE | SIZE | DESCRIPTION | AMOUNT |
|----------|------|----------|------------------------|---------------|----------|---|----------|
| 02/29/24 | BBF | | | | | Balance Brought Forward | 4,541.86 |
| 03/06/24 | INV | 12674992 | Idaho Mountain Express | Class Display | 1 X 5 | Legal-URA Draft 2023 Annual Report | 39.56 |
| 03/06/24 | INV | 12674171 | Idaho Mountain Express | Display | 3 X 12 | INV. TO BID-WATER BLDG | 947.16 |
| 03/13/24 | INV | 12675217 | Idaho Mountain Express | Class Display | 1 X 7 | Legal-4/1 P & Z | 47.84 |
| 03/13/24 | INV | 12675218 | Idaho Mountain Express | Class Display | 1 X 7 | Legal-4/1 Dev. Impact Fee Committee | 48.76 |
| 03/20/24 | INV | 12675282 | Idaho Mountain Express | Classified | 4.75 In. | Be a Part of the Team that Keeps Hailey Par | 204.06 |
| 03/20/24 | INV | 12675451 | Idaho Mountain Express | Class Display | 1 X 13 | Legal-Ordinance 1334 | 92.00 |
| 03/27/24 | INV | 12675684 | Idaho Mountain Express | Class Display | 1 X 3 | Legal- URA 2023 Activities | 22.08 |
| 03/27/24 | INV | 12675685 | Idaho Mountain Express | Class Display | 1 X 6 | Legal-4/8 City Council | 41.40 |
| 03/27/24 | INV | 12675686 | Idaho Mountain Express | Class Display | 1 X 8 | Legal-4/15 P & Z | 56.12 |
| 03/27/24 | INV | 12675282 | Idaho Mountain Express | Classified | 4.75 In. | Be a Part of the Team that Keeps Hailey Par | 204.07 |

| CURRENT | 30 DAYS | 60 DAYS | 90 DAYS | AMOUNT DUE |
|----------|----------|---------|---------|------------|
| 1,703.05 | 4,541.86 | 0.00 | 0.00 | 6,244.91 |

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. THANK YOU

Express Publishing, Inc. P.O. Box 1013, Ketchum, ID 83340
(208) 726-8060

ACCT. NO. DATE:
10002437 3/30/2024

AMOUNT DUE: \$6,244.91

HAILEY CITY
115 S. MAIN ST., SUITE H
HAILEY ID 83333

AMOUNT ENCLOSED \$ _____

PAYMENT DUE BY: 4/14/2024



AFFIDAVIT of PUBLICATION

COPY OF NOTICE

Legal Notice
TITLE OF NOTICE
City of Hailey
BILL TO

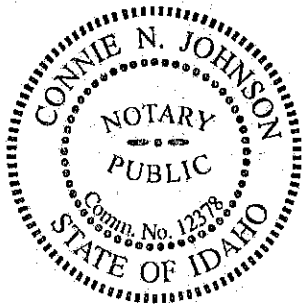
State of Idaho
County of Blaine

Pam Morris, being first duly sworn, deposes and says that she is the publisher of the Idaho Mountain Express, a newspaper published every week in Ketchum, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of more than seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by the laws of the State of Idaho, and that the annexed advertisement was published once each week for 1 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 6 day of March, 2024, and the date of the last publication was on the 6 day of March, 2024, and, in addition thereto, the annexed advertisement was published beginning on the 1 day of March, 2024, digitally on the website "idahopublicnotices.com" as provided by Idaho Code 60-160A.

Pam Morris
PUBLISHER

Subscribed and sworn to before me this 6 day of March, 2024.

Connet N Johnson
NOTARY PUBLIC
Residing at Hailey, Idaho.
My commission expires on 7/10/2024



COST OF PUBLICATION

Number of Picas per Line 11.5
Number of Lines in Notice 43
Number of Insertions 1

Lines tabular at _____ 9.0 cents/pica
43 Lines straight at \$39.56 8.0 cents/pica
Subsequent lines at _____ 7.0 cents/pica

\$39.56
TOTAL COST

PUBLIC NOTICE

Under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code, an urban renewal agency is required to file with the local governing body and the Idaho State Controller, on or before March 31 of each year, a report of its activities for the preceding calendar year, which shall include certain financial data and audit reports set forth in Idaho Code Sections 67-1075 and 67-1076. Pursuant to Idaho Code Section 50-2006(5)(c), the Agency is required to hold a public meeting to report on the findings in the annual report and to take public comment prior to filing the report with the City and the Idaho State Controller.

A copy of the DRAFT 2023 Annual Report is available at the Hailey City Clerk's office, 115 Main Street South, Hailey, Idaho, or on the Agency's website at: <https://haileycityhall.org/boards-and-commissions/hailey-urban-renewal-agency/>. Written public comment may be submitted PRIOR TO 5:00 p.m. on MARCH 18, 2024, to Hailey Urban Renewal Agency, Attn: Lisa Horowitz, Agency Administrator, 115 Main Street South, Hailey, ID 83337, lisa.horowitz@haileycityhall.org. Public comment will also be taken at the Hailey Urban Renewal Agency's regular meeting on Tuesday, March 19, 2024, at 11:00 a.m. at the Hailey City Council Chambers, 115 Main Street South, Hailey, Idaho.

PUBLISH
IDAHO MOUNTAIN EXPRESS
MARCH 6, 2024



AFFIDAVIT of PUBLICATION

COPY OF NOTICE

Legal Notice
TITLE OF NOTICE
City of Hailey
BILL TO

State of Idaho
County of Blaine

Pam Morris, being first duly sworn, deposes and says that she is the publisher of the Idaho Mountain Express, a newspaper published every week in Ketchum, County of Blaine, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of more than seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by the laws of the State of Idaho, and that the annexed advertisement was published once each week for 1 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 27 day of March, 2024, and the date of the last publication was on the 27 day of March, 2024, and, in addition thereto, the annexed advertisement was published beginning on the 22 day of March, 2024, digitally on the website "idahopublicnotices.com" as provided by Idaho Code 60-160A.

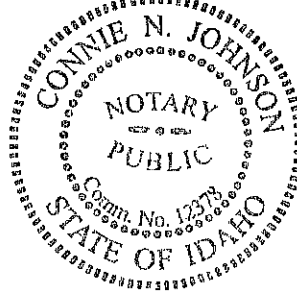
Pam Morris
PUBLISHER

Subscribed and sworn to before me this 27 day of March, 2024.

Connie N Johnson
NOTARY PUBLIC

Residing at Hailey, Idaho.

My commission expires on 7/10/2024



PUBLIC NOTICE

As required by Idaho Code Section 50-2006(5)(c), the Urban Renewal Agency of the City of Hailey has filed a report of its 2023 activities with the office of the Hailey City Clerk and the Idaho State Controller's office. The report is available for inspection during business hours in the office of the Hailey City Clerk, 115 Main Street South, Hailey, Idaho. The report is also available on the Agency's website at https://haileycityhall.org/boards-and-commissions/hailey-urban-renewal-agency/.

If you have any questions, please contact City Clerk, Mary Cone, 208-788-4221 x2011

PUBLISH

IDAHO MOUNTAIN EXPRESS

MARCH 27, 2024

COST OF PUBLICATION

Number of Picas per Line 11.5

Number of Lines in Notice 24

Number of Insertions 1

Lines tabular at 9.0 cents/pica

24 Lines straight at \$22.08 8.0 cents/pica

Subsequent lines at 7.0 cents/pica

\$22.08

TOTAL COST

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



February 29, 2024

Hailey Urban Renewal Agency
Attn: Lisa Horowitz
City of Hailey
115 Main Street South
Hailey, ID 83333

Invoice No. 206981
Client No. 887
Matter No. 1
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from February 7, 2024 through February 29, 2024.

RE: General

| | |
|-----------------------------|--------------------|
| Total Professional Services | \$ 1,401.00 |
| Total Costs Advanced | <u> \$.00</u> |
| TOTAL THIS INVOICE | \$ 1,401.00 |

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



February 29, 2024

Hailey Urban Renewal Agency
Attn: Lisa Horowitz
City of Hailey
115 Main Street South
Hailey, ID 83333

Invoice No. 206982
Client No. 887
Matter No. 4
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from February 7, 2024 through February 29, 2024.

RE: Hailey South Plan

| | |
|-----------------------------|--------------------|
| Total Professional Services | \$ 3,674.00 |
| Total Costs Advanced | <u> \$.00</u> |
| TOTAL THIS INVOICE | \$ 3,674.00 |

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



March 31, 2024

Hailey Urban Renewal Agency
Attn: Lisa Horowitz
City of Hailey
115 Main Street South
Hailey, ID 83333

Invoice No. 207445
Client No. 887
Matter No. 1
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from March 4, 2024 through March 31, 2024.

RE: General

| | |
|-----------------------------|--------------------|
| Total Professional Services | \$ 1,363.50 |
| Total Costs Advanced | <u> \$.00</u> |
| TOTAL THIS INVOICE | \$ 1,363.50 |

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



March 31, 2024

Hailey Urban Renewal Agency
Attn: Lisa Horowitz
City of Hailey
115 Main Street South
Hailey, ID 83333

Invoice No. 207446
Client No. 887
Matter No. 4
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from March 1, 2024 through March 31, 2024.

RE: Hailey South Plan

| | |
|-----------------------------|---------------------|
| Total Professional Services | \$ 1,925.00 |
| Total Costs Advanced | <u> \$.75</u> |
| TOTAL THIS INVOICE | \$ 1,925.75 |

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/16/2024

District: Gateway and Airport Way Districts

STAFF: JP

SUBJECT: Approval of Meeting Minutes dated March 2024.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Meeting Minutes from March 2024.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve of Meeting Minutes dated March 2024.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

MPH Co LLC. **Hailey Urban Renewal Agency**
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via Teams
Tuesday, March 19, 2024
11:00 AM

THIS MEETING IS BEING HELD IN MICROSOFT TEAMS.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 237 503 468 111

Passcode: q2iFwo

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-206-8535,,324529467#](#) United States, Dallas

Phone Conference ID: 324 529 467#

Email: Public comments may be shared with the Agency Board via email to Lisa Horowitz, lisa.horowitz@haileycityhall.org. Emails or other written testimony must be **received no later than 5:00 p.m. on Monday, March 18, 2024.**

Live Meeting Attendance: Members of the public wishing to attend the meeting may do so remotely through the virtual platform with a phone or a computer or in person. The Agency strives to make the meeting available virtually but cannot guarantee access due to platform failure, internet interruptions or other potential technological malfunctions. Log-in information is located at the top of this agenda.

If there are any questions, contact Lisa Horowitz at lisa.horowitz@haileycityhall.org or (208) 788-4221.

| | |
|-----------------------|---|
| Chair: | Larry Schwartz |
| Vice Chair: | Sandi Viau |
| Treasurer | Becky Stokes |
| Board Members | Walt Denekas, Martha Burke, Bob Brand |
| Staff Support: | Lisa Horowitz, Executive Director of HURA and City Administrator |

Next Resolution Available: 2024-006

1. [11:01:12 AM](#) **CALL TO ORDER**
2. **CONSENT AGENDA:**
 - a. Approval of Bills unpaid since February, 2024..... **ACTION ITEM**
[11:01:40 AM](#) **Brand motioned to approve. Burke seconded. All in Favor.**
 - b. [11:01:15 AM](#) Approval of meeting minutes dated February 20, 2024.....
ACTION ITEM [11:01:21 AM](#) **Burke motioned to approve. Brand seconded. All in Favor.**
3. **New Business:**
 - a. [11:06:18 AM](#) Consideration of Resolution 2024-____, a resolution adopting Reimbursement Participation Agreement with CK Property Group, LLC for MID RVR townhouse development..... **ACTION ITEM**

[11:06:55 AM](#) Kevin Cablik summarized proposed project and project location. Schwartz asked about parking. Staff provided color renderings from design review application. Horowitz noted that applicant is

proposing joint funding for undergrounding power line and suggested potentially accelerating the reimbursement of this particular cost. Horowitz and Conrad discussed estimated tax rate and how that impacts the reimbursement. Discussion ensued on how the reimbursement would be processed once the project is completed, and properties sold to individuals. Schwartz suggested having a separate deal with the City for the well head park. Discussion continued regarding burying power lines. Cablik explained that would not build the project if could not get approval to bury power lines. Board recommends reviewing the power line as separate item, possibly with the pocket park. Conrad recommends not linking park with the power lines. All agreed to bring back in April.

4. Public Comment:

- a. [11:03:37 AM](#) 2023 Annual Report. No comments.

5. Old Business:

- a. [11:03:49 AM](#) Consider Resolution No. 2024-___ approving the 2023 Annual Report, authorize filing the Annual Report with the City Clerk and the State Controller's Office as required by Idaho law, and authorize publication of the legal notice of filing.

ACTION ITEM

Staff noted minor edit to page two.

[11:05:29 AM](#) **Viau motioned to approve Resolution No. 2024-006 approving the 2023 Annual Report, authorize filing the Annual Report with the City Clerk and the State Controller's Office as required by Idaho law, and authorize publication of the legal notice of filing. Burke seconded. All in Favor.**

6. Staff Update:

- a. Update on URA Projects: Horowitz, Burke and Schwartz provided update on Hailey South.
- b. Financials
- c. Upcoming Meetings
 - i. Discussion to potentially reschedule April meeting date: All agreed to keep normal meeting date but will not have audit.
 - ii. April 2024: Spruce Street RPA, By Laws Review, Mid RVR RPA, Hailey South Draft Plan
 - iii. Budget moved to May 2024.

7. Adjourn

[12:01:36 PM](#) **Burke motioned to adjourn. Brand Seconded. All in Favor.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/16/2024

District: Gateway District

STAFF: LH

SUBJECT: Consideration of a Reimbursement Participation Agreement with McIntosh Holdings, LLC for West Spruce Street Duplexes located at 109 and 111 West Spruce Street (Lots 9a and 10A, Block 66, Hailey Townsite).

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is the application and request by McIntosh Holdings, LLC for the infrastructure improvements related to the development of two (2), three-story duplex buildings known as the West Spruce Street Duplexes located at 109 and 111 West Spruce Street (Lot 9A and 10A, Block 66, Hailey Townsite). The proposed right of way improvements include: curb, gutter, sidewalk, bike path (River street), street trees, lighting and parking on both street frontages facing the project (River and Spruce).

The applicant is finalizing the development of sidewalks, bike path, curb and gutter, lighting, street trees along North River Street and adjacent to the proposed project.

The applicant is requesting reimbursement for certain eligible public infrastructure costs in an amount not to exceed \$196,380.00.

The applicant has estimated that the project will be valued at \$592,605.00 at buildout. At the 2023 tax rate of .003745456, and assuming the increment value would be \$592,605.00, at completion, the project may generate approximately \$2,219.57 per year in tax increment revenues, of which, approximately \$1,109.78 would be available for reimbursement pursuant to the terms of the agreement.

This project has received approval from Planning and Zoning and City Council. The applicant has completed the project, and is coming to HURA now due to a misunderstanding of the application process.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2024-_____, a resolution adopting a Reimbursement Participation Agreement with McIntosh Holdings, LLC and Hailey Urban Renewal Agency for reimbursement certain eligible public infrastructure improvements adjacent to the West Spruce Street Duplexes along North River Street and West Spruce Street, with condition:

- a) City Engineer shall review and approve proposed Construction Cost Estimate, included as Exhibit B of the Reimbursement Participation Agreement.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO, AUTHORIZING AGENCY TO ENTER INTO THE REIMBURSEMENT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND MCINTOSH HOLDINGS, LLC; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE AND ATTEST THE AGREEMENT AND ANY NECESSARY DOCUMENTS; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Hailey, Idaho, also known as the Hailey Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Hailey, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council ("City Council") of the city of Hailey, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway District Urban Renewal Project (the "Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1138 on October 15, 2013, approving the Plan and making certain findings, including establishing the Gateway District Project Area (the "Project Area");

WHEREAS, McIntosh Holdings, LLC (the "Participant") owns or controls certain real property located at 111 and 109 West Spruce Street, Units 1-4, Hailey, Idaho (the "Project Site") which is more accurately depicted as Lots 10A and 9A, Block 66, Hailey Townsite. The Project Site has been developed into two (2), three story duplexes, known as West Spruce Street Duplexes (the "Project");

WHEREAS, as part of the Participant's Project, Participant has made improvements to certain public infrastructure, including improvements to River Street and West Spruce Street; installation of curb, gutter and sidewalk along River Street and West Spruce Street adjacent to the Project Site; streetscape improvements; lighting improvements; sewer and water system improvements; and storm drainage improvements (the "Improvement Project");

WHEREAS, the Project and the Improvement Project are located in the Project Area. The Plan includes various measures to mitigate and remediate the Project Area. The Agency has also adopted a Participation Policy concerning Agency participation in redevelopment projects;

WHEREAS, the Improvement Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Project Area;

WHEREAS, Agency and Participant have regularly communicated during the development of

Participant's Project; however Participant failed to timely submit the application for Agency participate due to a misunderstanding. Both Agency and Participant proceeded in discussions based on the understanding this Project was eligible for Agency participation;

WHEREAS, the Agency's participation in the Participant's Project achieves the following objectives:

- the proposed improvements are in the Agency's revenue allocation area
- the proposed improvements extend the community's vision for a walkable community with particular emphasis on a pedestrian corridor as evidenced in the City of Hailey 2010 Comprehensive Plan

WHEREAS, Agency deems it appropriate to assist the development of the Improvement Project to achieve the objectives set forth in the Plan;

WHEREAS, Agency and the Participant have negotiated the terms of a Reimbursement Participation Agreement, attached hereto as Exhibit A, which sets forth the obligations of Agency and the Participant, concerning the reimbursement by Agency to the Participant for construction of the Improvement Project;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Reimbursement Participation Agreement and to authorize the Chair or Vice-Chair and Secretary to execute and attest the Reimbursement Participation Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE HAILEY URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Reimbursement Participation Agreement, attached hereto as Exhibit A, and incorporated herein and made a part hereof by reference, be and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Reimbursement Participation Agreement.

Section 3. That the Chair or Vice-Chair of the Agency are hereby authorized to finalize the exhibits to the Agreement, sign and enter into the Reimbursement Participation Agreement and to execute all necessary documents required to implement the actions contemplated by the Reimbursement Participation Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Reimbursement Participation Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Reimbursement Participation Agreement and the comments and discussions received at the April 18, 2024, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Reimbursement Participation Agreement and to perform any and all other duties required pursuant to said Reimbursement Participation Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Hailey, Idaho, on _____, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on _____, 2024.

URBAN RENEWAL AGENCY OF HAILEY

By _____
Chair

ATTEST:

By _____
Secretary

Exhibit A
Reimbursement Participation Agreement – Spruce
Street Duplexes

**REIMBURSEMENT PARTICIPATION AGREEMENT
(McIntosh Holdings, LLC)**

THIS REIMBURSEMENT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Hailey Urban Renewal Agency, an independent public body, corporate and politic, organized and existing under the laws of the state of Idaho and known as the urban renewal agency of the city of Hailey, Idaho (“Agency”) and McIntosh Holdings, LLC, an Idaho Limited Liability Company (“Participant”). Agency and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located at 111 and 109 West Spruce Street, Units 1-4, Hailey, Idaho (the “Project Site”) which is more accurately described as Lots 10A and 9A, Block 66, Hailey Townsite, Blaine County, Idaho. The Project Site will be developed into two (2), three-story duplexes (the “Participant’s Project”).

B. As part of the Participant’s Project, Participant has made improvements to certain public infrastructure, including improvements to River Street and West Spruce Street; installation of curb, gutter and sidewalk along River Street and West Spruce Street adjacent to the Project Site; streetscape improvements; lighting improvements; sewer and water system improvements; and storm drainage improvements; (the “Improvement Project”). The scope and details of the Improvement Project are more specifically set forth and depicted on attached **Exhibit A**, attached hereto and incorporated herein.

C. The Project Site, Participant’s Project, and the Improvement Project are located within the Gateway District revenue allocation area (the “Gateway District”) and are subject to the Urban Renewal Plan for the Gateway District Urban Renewal Project (the “Plan”). The Plan was approved by the City Council on October 15, 2013, by Ordinance No. 1138. The Plan includes various measures to mitigate and remediate the Gateway District. The Agency has also adopted guidelines for funding participation by the Agency Board’s adoption of Resolution 2020-001 on June 11, 2020, as may be further amended from time to time (the “Participation Policy”).

D. The Improvement Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Gateway District.

E. Participant filed an application for funding as set forth in the Agency’s Participation Policy, and Participant’s Project qualified for certain funding under the Participation Policy.

F. As a result of Participant’s agreement to construct the Improvement Project, and Participant’s commitment to comply with the terms of the Plan, Agency deemed it appropriate to reimburse Participant for certain costs related to the Improvement Project in compliance with the Plan and the Participation Policy, to achieve the objectives set forth in the Plan and as further set forth in this Agreement.

G. Agency deems it appropriate to assist in the development of the Improvement Project to achieve the objectives set forth in the Plan.

AGREEMENTS

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:

1. Effective Date. The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) December 31, 2033, whichever comes first.

2. Construction of the Improvement Project. Participant agreed to construct the Improvement Project consistent with the following:

The Parties agree that the Improvement Project is described and depicted on **Exhibit A**, with cost estimates for eligible items of the Improvement Project described in the Schedule of Eligible Costs in **Exhibit B** (“Estimated Eligible Costs”), attached hereto and incorporated herein. Any other public improvements that are constructed by the Participant as part of the Participant’s Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. Initial Construction Funding. Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit B** are only estimates by Participant’s contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit B**.

4. Notification of Completion; Inspection. Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall, if Agency determines the Improvement Project has been completed in compliance with this Agreement, provide Participant with written confirmation of the same.

5. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation (“Cost Documentation”) to Agency demonstrating that Participant has expended funds for eligible costs in order to receive payment per the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to Agency that construction of the Improvement Project is complete and shall include:

- a. An accounting of the costs associated with the completed Improvement Project and evidence of payment of such costs by Participant (i.e. lien waivers). Participant shall include a schedule of values that includes line items for the Improvement Project improvements so they are identifiable separate from other line items associated with the private development (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g., excavation, material fill, pavement, etc.). Invoices shall specify quantities and unit costs of materials, and a percentage estimate of how much material was used for the Improvement Project in comparison to the amount used for the remainder of Participant’s project (“Invoices”).

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit B** and the actual costs in the Cost Documentation as requested by Agency.
- d. Additional documentation or clarifications may be required and requested by Agency.

Agency shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to Agency prior to construction. In the event Participant fails to timely deliver the Cost Documentation, Agency may, in its discretion, provide Participant with written notice of such default specifying the Cost Documentation required under this Agreement. Participant shall have thirty (30) days following such written notice of a default to cure the Cost Documentation default specified therein. In the event Participant fails to cure such a Cost Documentation default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

Within thirty (30) days of Agency's receipt of the Cost Documentation, Agency will 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. Based on the terms of this Agreement, the Plan and the Participation Policy, Agency shall, in its reasonable 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 **Exhibit B**. **In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.**

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within seven (7) 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 seven (7) 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.

6. Agency's Reimbursement Payment Amount and Payment Period. In accordance with the Plan and Participation Policy, Agency agrees to reimburse Participant as follows:

- a. Agency will only reimburse Participant for the Actual Eligible Costs of the Improvement Project as determined in Section 5 of this Agreement (the "Reimbursement Obligation").
- b. The Agency's Reimbursement Obligation shall not commence until (1) completion of the Improvement Project as determined by the Agency; (2) the Certificate of Occupancy, or the equivalent thereof, is issued for Participant's Project; and (3) revenue allocation proceeds as described in the Act are received by the Agency from the Project Site based on the full assessed value of Participant's Project.
- c. Actual Eligible Costs shall not exceed \$196,380 **WITH NO INTEREST**. Actual Eligible Costs may include certain soft costs (e.g., landscape, architectural and engineering design).

d. On a biannual basis, Agency shall disburse to Participant 50% of the revenue allocation (tax increment) proceeds Agency receives from the Project Site until the Actual Eligible Costs are fully reimbursed, or December 31, 2033, whichever is earlier. The Reimbursement Period will commence the calendar year in which the requirements set forth in Section 6(b) are met. The first biannual payment from receipt of revenue allocation proceeds from the Project Site by Agency, is due by April 1, and the second payment is due by September 1.

e. At Agency's written request, Participant shall provide Agency with its property tax notices and evidence of property tax payments to assist the Agency in determining the amount of revenue allocation (tax increment) proceeds received from the Project Site. Participant shall be responsible for providing Agency property tax notices and evidence of property tax payment from other persons or entities being assessed for ownership interests within the Project Site.

f. If the Actual Eligible Costs have not been fully reimbursed on or before December 31, 2033 any further obligation of the Agency is terminated, and Participant shall have no right for any payments beyond that period. Following completion of Participant's Project, Participant has provided the Agency with an estimated assessed new taxable value of the Participant's Project of approximately \$596,605.00. Based on the applicable 2023 levy rates overlapping the Gateway District totaling 0.003745456, and following the full assessed value being placed on the tax rolls as increment, the estimated total annual revenue to the Agency from Participant's Project is \$2,234.55 per year, although actual total annual revenue to the Agency from Participant's Project may be higher or lower and Participant expressly acknowledges there are several variable factors impacting the Agency's revenue stream, including but not limited to adjustments to the base assessment value of the Project Site, annual changes to the assessed values and annual changes to the taxing districts' levy rates.

PARTICIPANT ACKNOWLEDGES THE REVENUE ALLOCATION (TAX INCREMENT) PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE PERIOD SET FORTH HEREIN AND ASSUMES THAT RISK.

It is the specific intent of the Parties that the Agency reimbursement shall be paid from the tax increment monies, if any, that are paid to Agency as a direct result of the Participant's Project. Agency's payment obligations hereunder shall not constitute a general obligation or debt of 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 fifty (50%) percent of the revenue allocation funds generated by Participant's Project during the reimbursement period.

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

7. Conditions Precedent to Agency's Payment Obligation. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 and submittal of the required information described in Sections 5 and 6 above.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of Agency's Reimbursement Obligation.

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Gateway District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation REIMBURSEMENT PARTICIPATION AGREEMENT - 4 of 20

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.

9. Default. Except where this Agreement include specific notice, cure, and termination provisions, neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] 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 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. 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.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. 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.
- d. 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.
- e. 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, Participant shall reimburse Agency for any such funds Participant received.

10. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. 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.

12. Successors and Assignment. The Participant may freely assign Participant’s rights or obligations under this Agreement to any affiliate of Participant with notice to Agency prior to or

subsequent to such assignment, or to a third party only with the prior written approval of Agency, at Agency's sole discretion, which approval shall not be unreasonably withheld.

13. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant:

Leonard McIntosh
McIntosh Holdings, LLC
PO Box 2320
Ketchum, Idaho 83340
captelo2040@gmail.com

If to Agency:

Lisa Horowitz
Hailey Urban Renewal Agency
115 Main Street South, Suite H
Hailey, Idaho 83333
208.788.4221 ext. 1520
lisa.horowitz@haileycityhall.org

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

| | |
|-----------|----------------------------|
| Exhibit A | Improvement Project Plan |
| Exhibit B | Schedule of Eligible Costs |

16. Indemnification. Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants and employees 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 as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective commissioners, officers, agents, consultants and employees relating to the construction or design of the Participant's Project, the Improvement Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding 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, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold Agency and its respective

REIMBURSEMENT PARTICIPATION AGREEMENT - 6 of 20

commissioners, officers, agents, consultants and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or its respective commissioners, officers, agents, consultants or employees.

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 Improvement Project 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 Improvement Project 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 Improvement Project 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 Improvement Project 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 Improvement Project 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.

17. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction, insurance of the following types, with limits not less than those set forth below and in a form reasonably acceptable to Agency, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and \$2,000,000 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 \$5,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency and City as additional insureds.
- b. Workers' Compensation Insurance, 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. 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.

- c. 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 \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.
- d. 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, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Improvements Project and Participant's Project.
- e. Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. 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.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. 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 this Agreement.

18. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

19. Compliance with Laws. Participant agrees to comply with all applicable federal, state, and local laws, rules and regulations, including, but not limited to, all conditions imposed by the City through its planning and zoning land use approval process and building permit approval process. Should the Participant not comply with the requirements set forth in the preceding sentence, the Agency shall no longer be obligated to provide the Participant reimbursement as set forth in this Agreement.

20. Amendments to the Agreement. The Parties may agree to reasonable amendments to the Agreement if such would not alter the basic business purposes of the Agreement, if made in writing, and if agreed to by the Parties. Without limiting the generality of the foregoing, the Parties expressly agree to amend this Agreement to reflect any revisions or amendments Agency may make during the term of this Agreement to Agency's Participation Policy that would allow Participant to be reimbursed more fully or at a faster rate from Agency for the Actual Eligible Costs.

21. Anti-Boycott Against Israel Certification. Participant hereby certifies pursuant to Section 67-2346, Idaho Code, that the Participant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.

22. Contract With A Company Owned or Operated By the Government of China Prohibited. Developer hereby certifies pursuant to § 67-2359, Idaho Code, that the Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

[Signatures appear on the 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:

Agency: The Urban Renewal Agency of the City of Hailey, an independent public body, corporate and politic

Larry Schwartz, Chair

Date _____

PARTICIPANT:

McINTOSH HOLDINGS, LLC

Leonard McIntosh, Manager

Date _____

Exhibits

- A: Participant's Project and Improvement Project
- B: Schedule of Eligible Cost

EXHIBIT A PARTICIPANT'S PROJECT AND IMPROVEMENT PROJECT

Redevelopment of the Project Site located at 111 and 109 West Spruce Street, Hailey, Idaho.


SPRUCE STREET DUPLEXES

HAILEY, IDAHO

SPRING 2022


GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE IDAHO STANDARD PLAN PUBLIC GENERAL CONSTRUCTION (GENERAL AND CITY OF HAILEY) IF APPLICABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE GENERAL AND CITY OF HAILEY STANDARD PLAN PUBLIC GENERAL CONSTRUCTION.
2. THE LOCATION OF EXISTING UTILITIES AND LINES ARE SHOWN ON THE PLANS IN AN APPROXIMATE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES AND LINES THROUGHOUT THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM ANY DAMAGE TO EXISTING UTILITIES AND LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM ANY DAMAGE TO EXISTING UTILITIES AND LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM ANY DAMAGE TO EXISTING UTILITIES AND LINES.
3. CONTRACTOR SHALL COORDINATE RELOCATION OF UTILITIES FACILITIES (POWER, CABLE, PHONE, ETC) WITH THE APPROPRIATE UTILITY AGENCIES.
4. THE CONTRACTOR SHALL GUARANTEE THE SITE AFTER CONSTRUCTION IS COMPLETE IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
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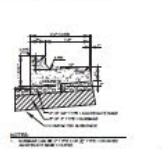


SHEET INDEX

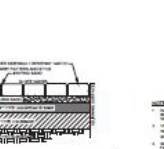
| GENERAL CONSTRUCTION | DETAIL |
|----------------------|---------------------------------|
| 05.1 | CONCRETE FLOOR AND BRICK VENEER |
| 05.2 | FOUNDATION |
| 05.3 | FOUNDATION |
| 05.4 | FOUNDATION |
| 05.5 | FOUNDATION |
| 05.6 | FOUNDATION |
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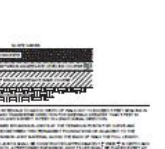
TYPICAL STREET ASPHALT SECTION
K.T.A.



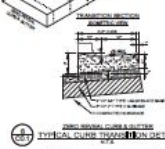
TYPICAL CONCRETE SLAB ON GRADE
K.T.A.



TYPICAL CONCRETE SLAB ON FOUNDATION
K.T.A.




TYPICAL CONCRETE SLAB ON FOUNDATION
K.T.A.



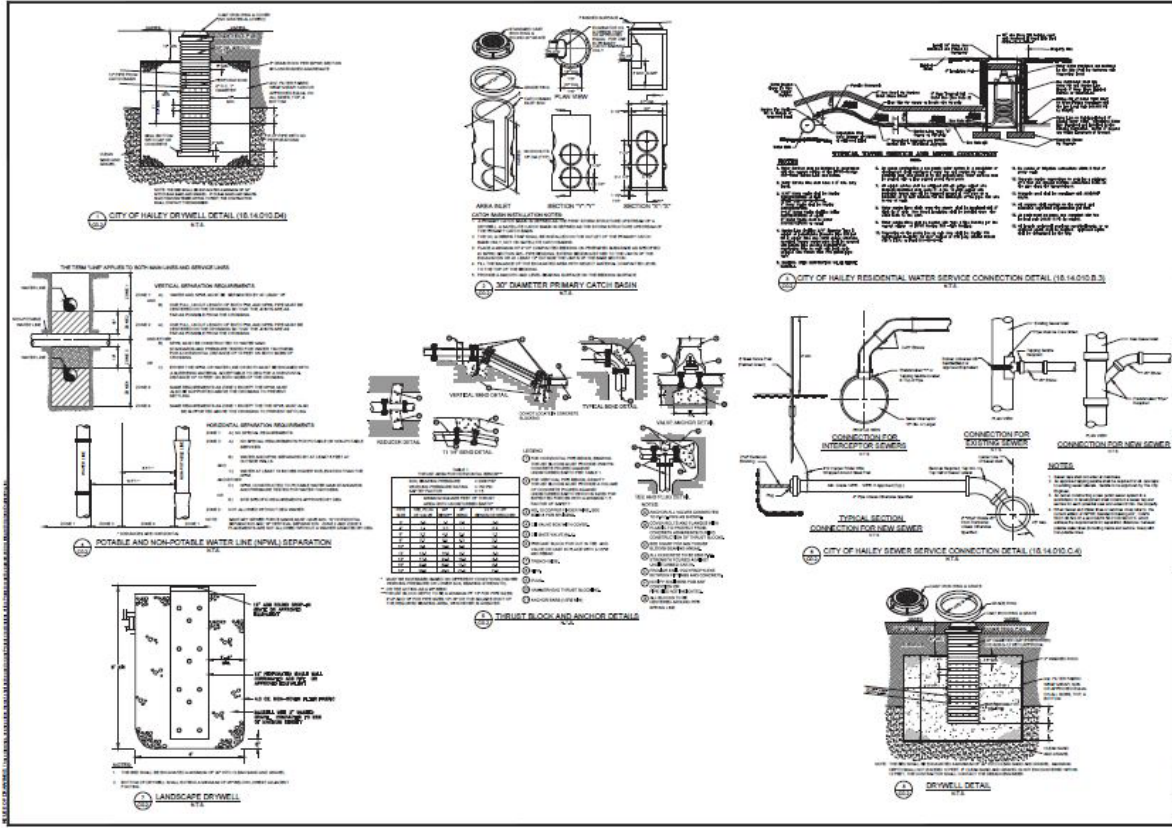
TYPICAL CONCRETE SLAB ON FOUNDATION
K.T.A.

COVER AND DETAIL SHEET
SPRUCE STREET DUPLEXES

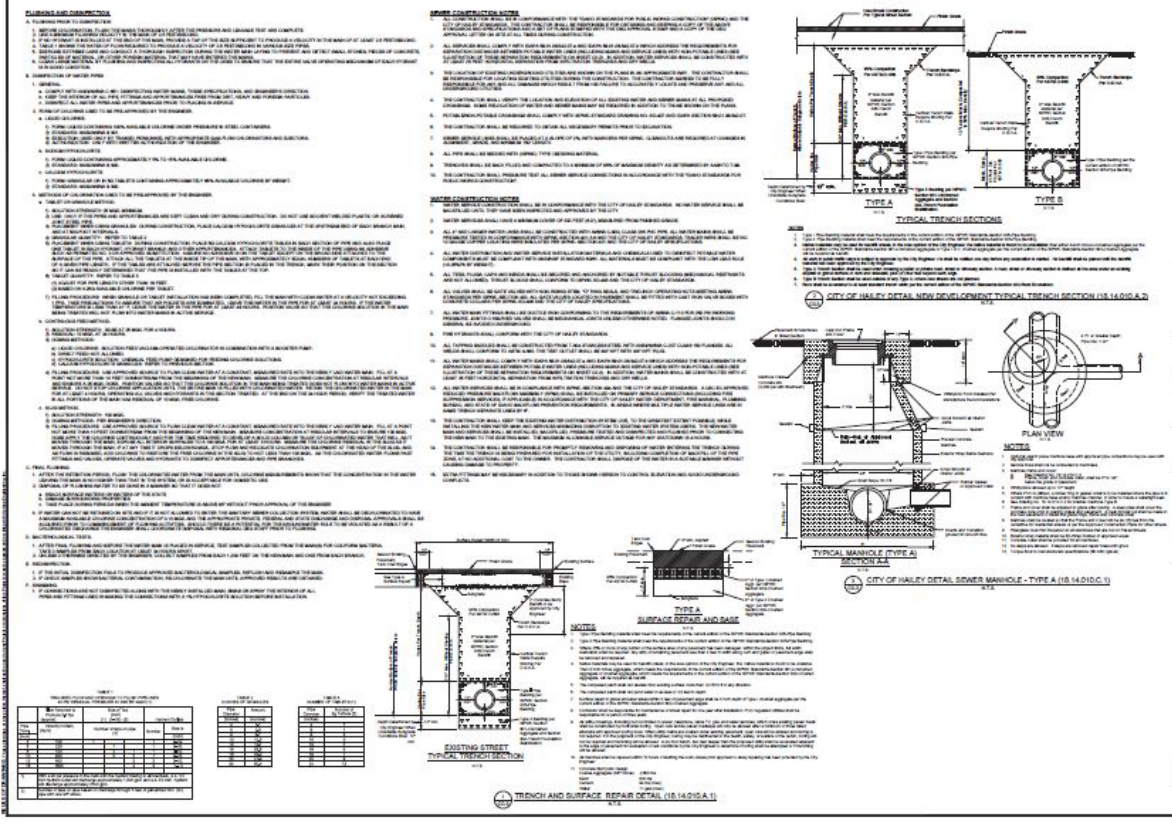
DRAWN BY: [Name]
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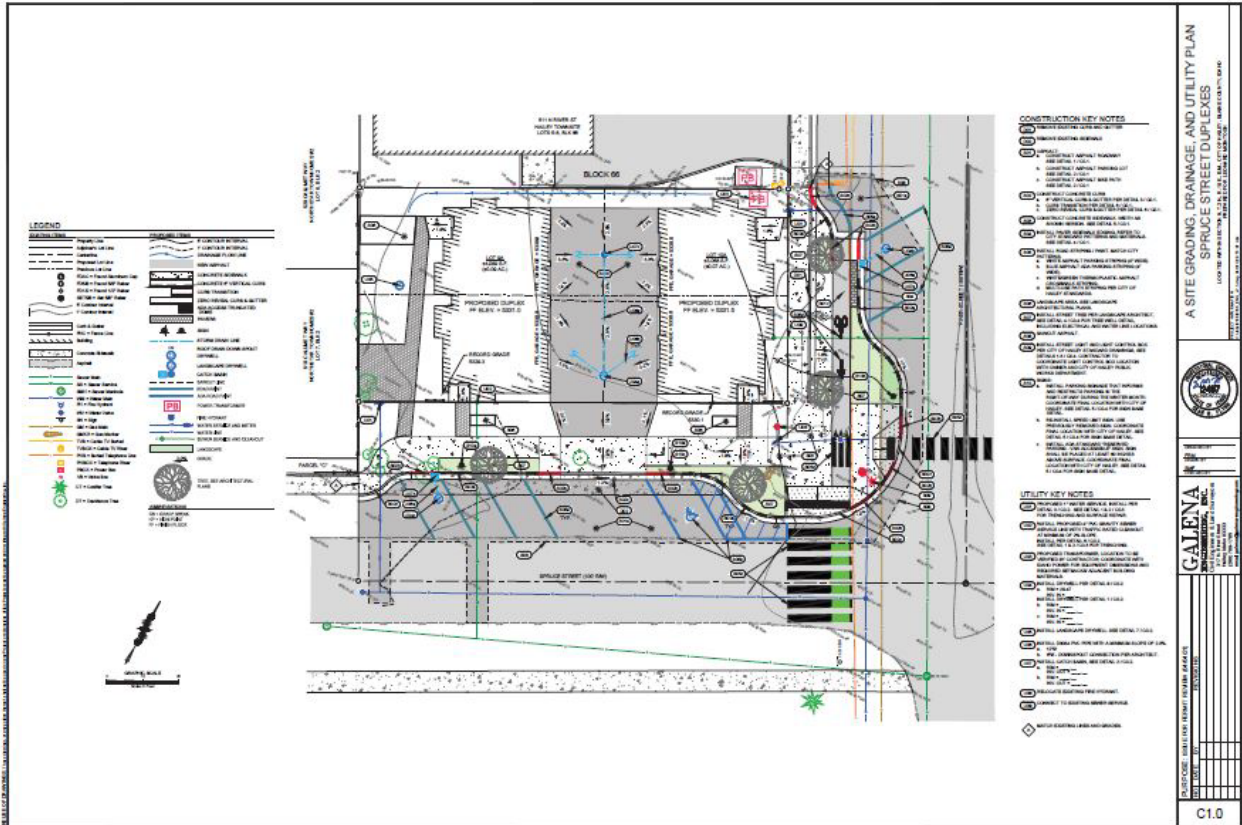
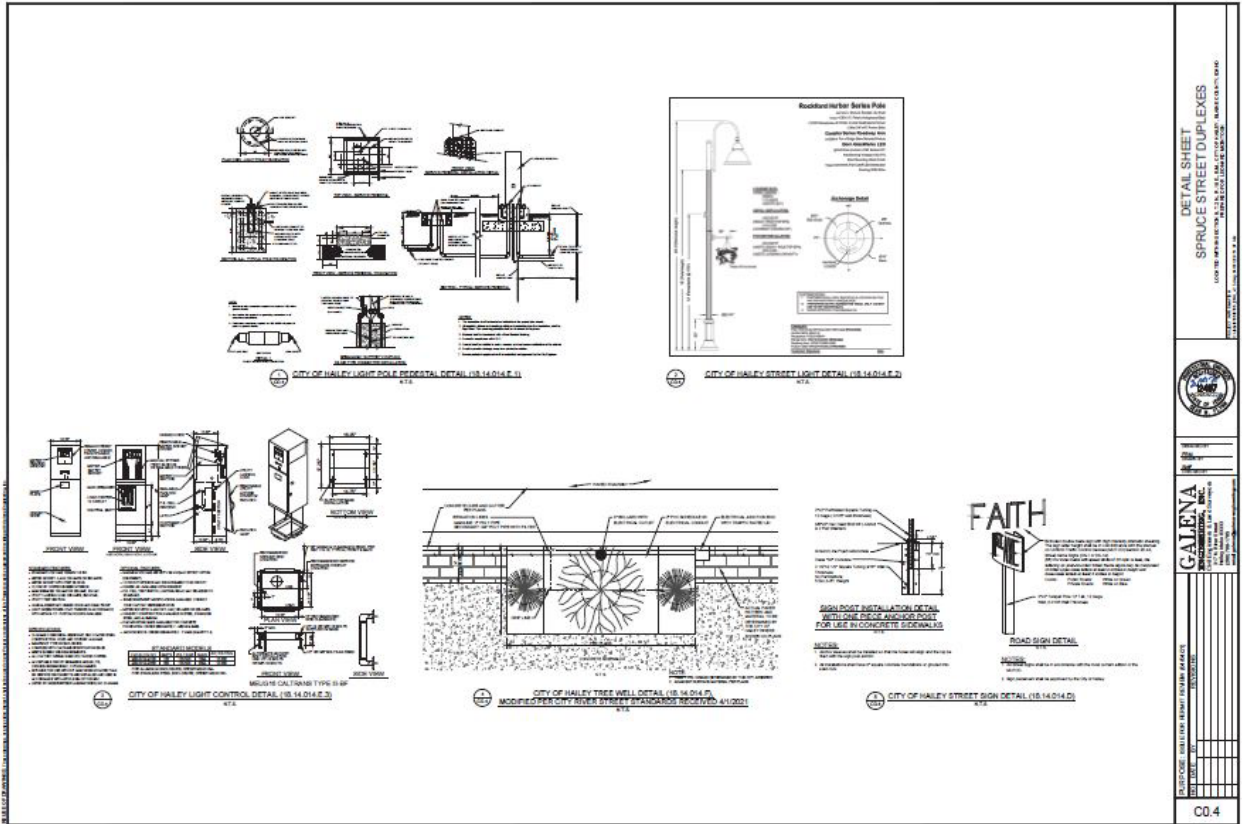
GALENA ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
STATE OF IDAHO



DETAIL SHEET
 SPRUCE STREET DUPLICATIONS
 CITY OF HALLEY
 PROJECT NO. 2018-01-001
 DATE: 01/15/2018
 SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT LOCATION: [Address]
 SHEET NO. C0.2



DETAIL SHEET
 SPRUCE STREET DUPLICATIONS
 CITY OF HALLEY
 PROJECT NO. 2018-01-001
 DATE: 01/15/2018
 SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT LOCATION: [Address]
 SHEET NO. C0.3



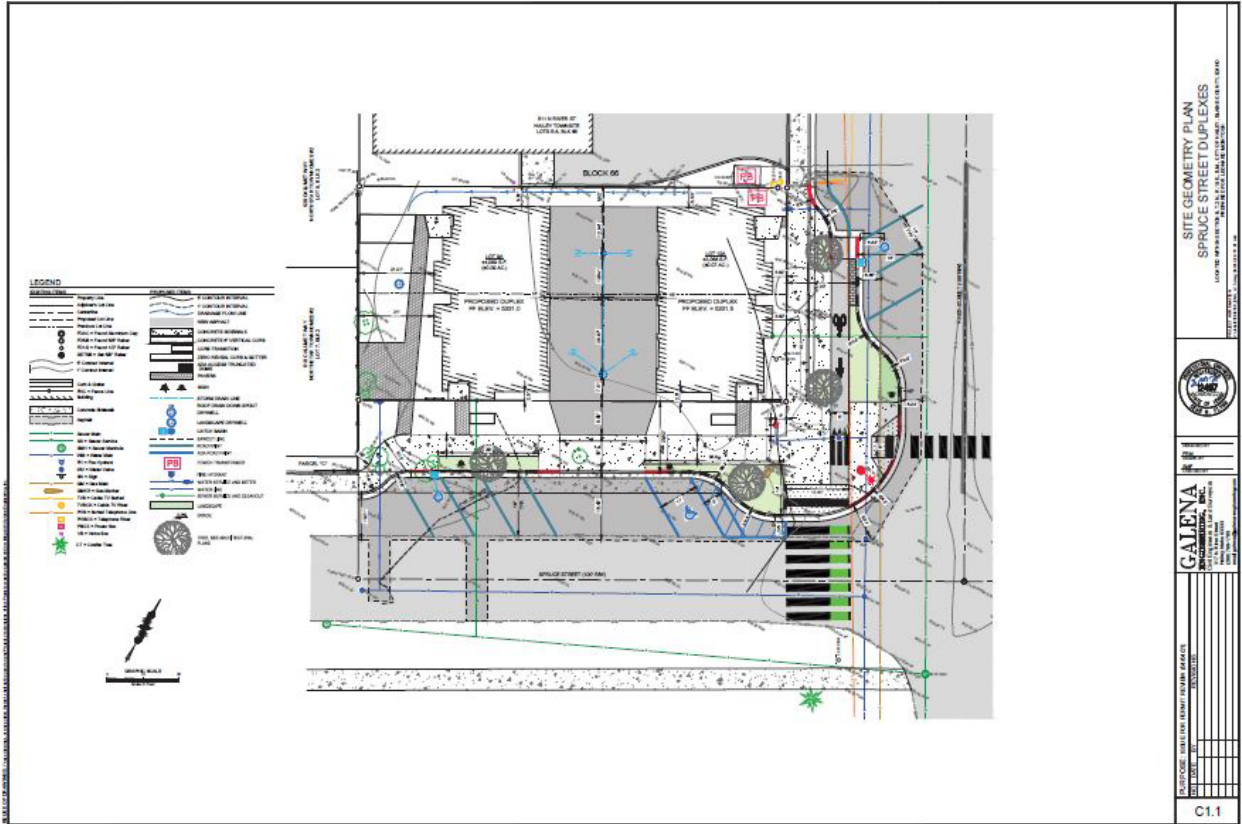


EXHIBIT B
SCHEDULE OF ELIGIBLE COSTS

Silver River Apts - Halley, ID
Off-Site Improvements

| Estimate Date: 4/11/2024 | Estimated Costs | | | | | Current Billing | | | Notes | | | | |
|---------------------------------------|-----------------|-------|---------|-----------|----------|-----------------|---------------|---------------|--------------|----------|----------|---------|---|
| | Qty | 15% W | Unit | Unit \$ | Material | Labor | Subs | Others | | Total | Previous | Current | Total |
| General Conditions | | | | | | | | | | | | | |
| 1.100 Project Manager | 51 | | hrs | \$ 59.57 | | \$ 3,038.00 | | | \$ 3,038.00 | | | | design, pricing, and tracking |
| 1.700 Civil Engineering allow | | | hrs | | | | \$ 8,691.00 | | \$ 8,691.00 | | | | project supervision |
| Total | | | | | \$ - | \$ 3,038.00 | \$ 8,691.00 | | \$ 11,729.00 | | | | |
| Sitework within the Public ROW | | | | | | | | | | | | | |
| 2.2 Cut and Prep Sidewalk /Curb | 212 | | lf | \$ 249.00 | | \$ 52,793.00 | | | \$ 52,793.00 | | | | |
| 2.4 Asphalt Street | 3099 | | sqft | \$ 4.61 | | \$ 14,288.00 | | | \$ 14,288.00 | | | | Patching street/Parking area Spruce St/ Parking area River St |
| 2.4 Asphalt Bike Path | 400 | | sqft | \$ 14.54 | | \$ 5,816.00 | | | \$ 5,816.00 | | | | |
| 2.4 Plants and Trees | 212 | | lf | \$ 215.00 | | \$ 45,523.00 | | | \$ 45,523.00 | | | | |
| 3.0 New Curb and Gutter | 200 | | lf | \$ 87.00 | | \$ 17,400.00 | | | \$ 17,400.00 | | | | |
| 3.0 New Sidewalks | | | cy | | | \$ 19,776.00 | | | \$ 19,776.00 | | | | Conduits, Street Light, Wiring, Boxes |
| 16.1 Street Light/ Tree Outlets | | | | | | | | | | | | | |
| Sub-Total | | | | | \$ - | \$ 3,038 | \$ 176,741.00 | \$ - | | | | | |
| Sub-Total | | | | | \$ - | \$ - | | | | | | | |
| Sub-Total | | | | | | | | | | | | | |
| Off-Site Improvements | | | | | | | | | | | | | |
| Estimate Date: 2/27/2020 | Estimated Costs | | | | | Current Billing | | | Notes | | | | |
| Qty | 15% W | Unit | Unit \$ | Material | Labor | Subs | Others | Total | | Previous | Current | Total | |
| Sub-total | | | | | | | | \$ 176,741.00 | | | | | |
| Contractor Fees Contingency | | | | | | | | \$ 19,638.00 | | | | | |
| Total Estimated UBA Dollars | | | | | | | | \$ 196,380.00 | | | | | 10% FEE |

Off-Site Improvements Scope of Work
General Conditions for Scope of Work
Project Management Project Supervision Engineering
Liability Insurance

River St Apartments McIntosh

- Site Improvements
- Required Asphalt and Patch Back Landscaping Off-Site
- Irrigation/ 4 Trees/Grates
- Curb, Gutter, and Sidewalk Electrical Tie-In
- Bike Path along River Street Added per request:
- (1) Street Light

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/16/2024

District: Gateway Districts

STAFF: LH

SUBJECT: Consideration of a Reimbursement Participation Agreement with CK Property Group, LLC C/O Kevin Cablik for MID RVR located at 317 North River Street (Lots 1-3, Block 54, Hailey Townsite).

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is the amended application and request by Kevin Cablik, CK Property Group, LLC for the infrastructure improvements related to the development of a ten (10) unit, three story, townhouse project to be known as MID RVR located at 317 North River Street (Lots 1-3, Block 54, Hailey Townsite). The proposed right of way improvements include: curb, gutter, sidewalk, bike path (River street) street trees, lighting and parking on both street frontages facing the project (River and Silver) as well as a minor amount of above ground power line relocation/undergrounding.

The applicant has proposed development of sidewalks, bike path, curb and gutter, lighting, street trees along North River Street and adjacent to the proposed project. This project has received approval from Planning and Zoning and City Council. The applicant anticipates submitting for building permit in the near future. The City Engineer is reviewing the amended cost estimate.

This project was heard by HURA on March 19, 2024, at which time HURA requested that the Power Line Underground portion of this project be split into a separate partnership agreement, and that the Budget Worksheet attachment be modified to meet standard unit quantities and costs. Both of these requests have been completed in the attached materials.

The applicant is requesting a funding amount of \$294,542.39.

The applicant has estimated that the project will be valued at \$8,200,000.00 at buildout. At the current tax rate of .03745456 the project would generate approximately \$30,712.74 per year in tax increment revenues.

The applicant is requesting a 75% reimbursement for reasons described in the attached letter: 1) the reduced tax levy rate (levy rate has been falling at a faster rate more recently due to legislative changes to the property tax laws) results in a very small reimbursement at 50%; and 2) this project will realistically only have seven (7) years of reimbursement before the District sunsets. The attached Agreement is drafted with an option of 75% reimbursement and an option of 50% reimbursement so that the Board can deliberate, recognizing that the requested increased reimbursement percentage requires a deviation from the Amended Participation Policy.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2024-_____, a resolution adopting a Reimbursement Participation Agreement with CK Property Group, LLC and Hailey Urban Renewal Agency for the development of infrastructure adjacent to the MID RVR along North River Street and Silver Street.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO, AUTHORIZING AGENCY TO ENTER INTO THE REIMBURSEMENT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND MID RVR TOWNHOMES, LLC; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE AND ATTEST THE AGREEMENT AND ANY NECESSARY DOCUMENTS; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Hailey, Idaho, also known as the Hailey Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Hailey, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council ("City Council") of the city of Hailey, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway District Urban Renewal Project (the "Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1138 on October 15, 2013, approving the Plan and making certain findings, including establishing the Gateway District Project Area (the "Project Area");

WHEREAS, MID RVR Townhomes, LLC (the "Participant") owns or controls certain real property located at 317 N River Street, Hailey, Idaho (the "Project Site") which is more accurately depicted as Lots 1-3, Block 54, Hailey Townsite. The Project Site will be developed into a ten (10) unit, three story, townhouse project to be known as MID RVR (the "Project");

WHEREAS, as part of the Participant's Project, Participant intends to make improvements to certain public infrastructure, including improvements to River Street and Silver Street; installation of curb, gutter and sidewalk along River Street and Silver Street adjacent to the Project Site; streetscape improvements; lighting improvements; sewer and water system improvements; storm drainage improvements along River Street and Silver Street adjacent to the Project Site; (the "Improvement Project");

WHEREAS, the Project and the Improvement Project are located in the Project Area. The Plan includes various measures to mitigate and remediate the Project Area. The Agency has also adopted a Participation Policy concerning Agency participation in redevelopment projects;

WHEREAS, the Improvement Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Project Area;

WHEREAS, the Agency's participation in the Participant's Project achieves the following objectives:

- the proposed improvements are in the Agency's revenue allocation area
- the proposed improvements extend the community's vision for a walkable community with particular emphasis on a pedestrian corridor as evidenced in the City of Hailey 2010 Comprehensive Plan
- the proposed improvements remove unsightly and poorly placed above-ground power lines which impede redevelopment in the project area.

WHEREAS, Agency deems it appropriate to assist the development of the Improvement Project to achieve the objectives set forth in the Plan;

WHEREAS, Agency and the Participant have negotiated the terms of a Reimbursement Participation Agreement, attached hereto as Exhibit A, which sets forth the obligations of Agency and the Participant, concerning the reimbursement by Agency to the Participant for construction of the Improvement Project;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Reimbursement Participation Agreement and to authorize the Chair or Vice-Chair and Secretary to execute and attest the Reimbursement Participation Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE HAILEY URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Reimbursement Participation Agreement, attached hereto as Exhibit A, and incorporated herein and made a part hereof by reference, be and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Reimbursement Participation Agreement.

Section 3. That the Chair or Vice-Chair of the Agency are hereby authorized to finalize the exhibits to the Agreement, sign and enter into the Reimbursement Participation Agreement and to execute all necessary documents required to implement the actions contemplated by the Reimbursement Participation Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Reimbursement Participation Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Reimbursement Participation Agreement and the comments and discussions received at the April 18, 2024, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Reimbursement Participation Agreement and to perform any and all other duties required pursuant to said Reimbursement Participation Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Hailey, Idaho, on _____, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on _____, 2024.

URBAN RENEWAL AGENCY OF HAILEY

By _____
Chair

ATTEST:

By _____
Secretary

Exhibit A
Reimbursement Participation Agreement – MID RVR

**REIMBURSEMENT PARTICIPATION AGREEMENT
(MID RVR Townhomes, LLC)**

THIS REIMBURSEMENT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Hailey Urban Renewal Agency, an independent public body, corporate and politic, organized and existing under the laws of the state of Idaho and known as the urban renewal agency of the city of Hailey, Idaho (“Agency”) and MID RVR Townhomes, LLC, an Idaho Limited Liability Company (“Participant”). Agency and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located at 317 North River Street, Hailey, Idaho (the “Project Site”) which is more accurately described as Lots 1-3, Block 54, Hailey Townsite, Blaine County, Idaho. The Project Site will be developed into a ten (10) unit, three story, townhouse development (the “Participant’s Project”).

B. As part of the Participant’s Project, Participant intends to make improvements to certain public infrastructure, including improvements to River Street and Silver Street; installation of curb, gutter and sidewalk along River Street and Silver Street adjacent to the Project Site; streetscape improvements; lighting improvements; sewer and water system improvements; and storm drainage improvements; (the “Improvement Project”). The scope and details of the Improvement Project are more specifically set forth and depicted on attached **Exhibit A**, attached hereto and incorporated herein.

C. The Project Site, Participant’s Project, and the Improvement Project are located within the Gateway District revenue allocation area (the “Gateway District”) and are subject to the Urban Renewal Plan for the Gateway District Urban Renewal Project (the “Plan”). The Plan was approved by the City Council on October 15, 2013, by Ordinance No. 1138. The Plan includes various measures to mitigate and remediate the Gateway District. The Agency has also adopted guidelines for funding participation by the Agency Board’s adoption of Resolution 2020-001 on June 11, 2020, as may be further amended from time to time (the “Participation Policy”).

D. The Improvement Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Gateway District.

E. Participant filed an application for funding as set forth in the Agency’s Participation Policy, and Participant’s Project qualified for certain funding under the Participation Policy.

F. As a result of Participant’s agreement to construct the Improvement Project, and Participant’s commitment to comply with the terms of the Plan, Agency deemed it appropriate to reimburse Participant for certain costs related to the Improvement Project in compliance with the Plan and the **Participation Policy**, to achieve the objectives set forth in the Plan and as further set forth in this Agreement.

G. Agency deems it appropriate to assist in the development of the Improvement Project to achieve the objectives set forth in the Plan.

AGREEMENTS

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:

1. Effective Date. The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) December 31, 2033, whichever comes first.

2. Construction of the Improvement Project. Participant agrees to construct the Improvement Project consistent with the following:

The Parties agree that the Improvement Project is described and depicted on **Exhibit A**, with cost estimates for eligible items of the Improvement Project described in the Schedule of Eligible Costs in **Exhibit B** (“Estimated Eligible Costs”), attached hereto and incorporated herein. Any other public improvements that are constructed by the Participant as part of the Participant’s Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. Initial Construction Funding. Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit B** are only estimates by Participant’s contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit B**.

4. Notification of Completion; Inspection. Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall, if Agency determines the Improvement Project has been completed in compliance with this Agreement, provide Participant with written confirmation of the same.

5. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation (“Cost Documentation”) to Agency demonstrating that Participant has expended funds for eligible costs in order to receive payment per the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to Agency that construction of the Improvement Project is complete and shall include:

- a. An accounting of the costs associated with the completed Improvement Project and evidence of payment of such costs by Participant (i.e. lien waivers). Participant shall include a schedule of values that includes line items for the Improvement Project improvements so they are identifiable separate from other line items associated with the private development (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g., excavation, material fill, pavement, etc.). Invoices shall specify quantities and unit costs of materials, and a percentage estimate of how much material was used for the Improvement Project in comparison to the amount used for the remainder of Participant’s project (“Invoices”).

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit B** and the actual costs in the Cost Documentation as requested by Agency.
- d. Additional documentation or clarifications may be required and requested by Agency.

Agency shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to Agency prior to construction. In the event Participant fails to timely deliver the Cost Documentation, Agency may, in its discretion, provide Participant with written notice of such default specifying the Cost Documentation required under this Agreement. Participant shall have thirty (30) days following such written notice of a default to cure the Cost Documentation default specified therein. In the event Participant fails to cure such a Cost Documentation default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

Within thirty (30) days of Agency's receipt of the Cost Documentation, Agency will 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. Based on the terms of this Agreement, the Plan and the Participation Policy, Agency shall, in its reasonable 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 **Exhibit B**. **In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.**

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within seven (7) 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 seven (7) 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.

6. Agency's Reimbursement Payment Amount and Payment Period. In accordance with the Plan and Participation Policy, Agency agrees to reimburse Participant as follows:

- a. Agency will only reimburse Participant for the Actual Eligible Costs of the Improvement Project as determined in Section 5 of this Agreement (the "Reimbursement Obligation").
- b. The Agency's Reimbursement Obligation shall not commence until (1) completion of the Improvement Project as determined by the Agency; (2) the Certificate of Occupancy, or the equivalent thereof, is issued for Participant's Project; and (3) revenue allocation proceeds as described in the Act are received by the Agency from the Project Site based on the full assessed value of Participant's Project.
- c. Actual Eligible Costs shall not exceed **\$294,542.39 WITH NO INTEREST**. Actual Eligible Costs may include certain soft costs (e.g., landscape, architectural and engineering design).

d. On a biannual basis, Agency shall disburse to Participant **75% or 50%** of the revenue allocation (tax increment) proceeds Agency receives from the Project Site until the Actual Eligible Costs are fully reimbursed, or December 31, 2033, whichever is earlier. The Reimbursement Period will commence the calendar year in which the requirements set forth in Section 6(b) are met. The first biannual payment from receipt of revenue allocation proceeds from the Project Site by Agency, is due by April 1, and the second payment is due by September 1.

e. At Agency's written request, Participant shall provide Agency with its property tax notices and evidence of property tax payments to assist the Agency in determining the amount of revenue allocation (tax increment) proceeds received from the Project Site. Participant shall be responsible for providing Agency property tax notices and evidence of property tax payment from other persons or entities being assessed for ownership interests within the Project Site.

f. If the Actual Eligible Costs have not been fully reimbursed on or before December 31, 2033 any further obligation of the Agency is terminated, and Participant shall have no right for any payments beyond that period. Following completion of Participant's Project, Participant has provided the Agency with an estimated assessed new taxable value of the Participant's Project of approximately \$8,200,000.00. Based on the applicable 2023 levy rates overlapping the Gateway District totaling 0.003745456, and following the full assessed value being placed on the tax rolls as increment, the estimated total annual revenue to the Agency from Participant's Project is \$30,712.74 per year, although actual total annual revenue to the Agency from Participant's Project may be higher or lower and Participant expressly acknowledges there are several variable factors impacting the Agency's revenue stream, including but not limited to adjustments to the base assessment value of the Project Site, annual changes to the assessed values and annual changes to the taxing districts' levy rates.

PARTICIPANT ACKNOWLEDGES THE REVENUE ALLOCATION (TAX INCREMENT) PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE PERIOD SET FORTH HEREIN AND ASSUMES THAT RISK.

It is the specific intent of the Parties that the Agency reimbursement shall be paid from the tax increment monies, if any, that are paid to Agency as a direct result of the Participant's Project. Agency's payment obligations hereunder shall not constitute a general obligation or debt of 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 **seventy-five (75%) or fifty (50%) percent** of the revenue allocation funds generated by Participant's Project during the reimbursement period.

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

7. Conditions Precedent to Agency's Payment Obligation. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 and submittal of the required information described in Sections 5 and 6 above.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of Agency's Reimbursement Obligation. If Participant fails to commence construction of the Improvement Project by June 1, 2024, the Agency shall have the right to terminate this Agreement by providing Participant ten (10) days' written notice of termination. Participant will be deemed to have commenced construction upon Participant's receipt of a building permit from the City for Participant's Project and

REIMBURSEMENT PARTICIPATION AGREEMENT - 4 of 20

the Improvement Project, and shall complete construction of Participant's Project and the Improvement Project within twenty-six (26) months of commencement of construction. Completion of construction means issuance of a certificate of occupancy or temporary certificate of occupancy by the City for Participant's Project. If Participant fails to complete construction of the Improvement Project or Participant's Project within twenty-six (26) months of Participant's receipt of a building permit from the City for Participant's Project and the Improvement Project, the Agency shall have the right to terminate this Agreement by providing Participant ten (10) days' written notice of termination.

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Gateway District or 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.

9. Default. Except where this Agreement include specific notice, cure, and termination provisions, neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] 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 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. 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.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. 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.
- d. 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.
- e. 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, Participant shall reimburse Agency for any such funds Participant received.

10. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. 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.

12. Successors and Assignment. The Participant may freely assign Participant's rights or obligations under this Agreement to any affiliate of Participant with notice to Agency prior to or subsequent to such assignment, or to a third party only with the prior written approval of Agency, at Agency's sole discretion, which approval shall not be unreasonably withheld.

13. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant:

Kevin Cablik
MID RVR Townhomes, LLC
1450 W. Bannock Street
Boise, Idaho 83702
678.858.6757
kevincablik@gmail.com

If to Agency:

Lisa Horowitz
Hailey Urban Renewal Agency
115 Main Street South, Suite H
Hailey, Idaho 83333
208.788.4221 ext. 1520
lisa.horowitz@haileycityhall.org

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

| | |
|-----------|----------------------------|
| Exhibit A | Improvement Project Plan |
| Exhibit B | Schedule of Eligible Costs |

16. Indemnification. Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants and employees 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 as “Claim”), which may be imposed upon or incurred by or asserted against Agency or its respective commissioners, officers, agents, consultants and employees relating to the construction or design of the Participant’s Project, the Improvement Project or otherwise arising out of Participant’s actions or inactions. In the event an action or proceeding 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, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold Agency and its respective commissioners, officers, agents, consultants and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or its respective commissioners, officers, agents, consultants or employees.

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 Improvement Project 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 Improvement Project 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 Improvement Project 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 Improvement Project 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 Improvement Project 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.

17. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction, insurance of the following types, with limits not less than those set forth below and in a form reasonably acceptable to Agency, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance (“Occurrence Form”) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and

\$2,000,000 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 \$5,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency and City as additional insureds.

- b. Workers' Compensation Insurance, 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. 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.
- c. 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 \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.
- d. 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, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Improvements Project and Participant's Project.
- e. Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. 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.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. 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 this Agreement.

18. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

19. Compliance with Laws. Participant agrees to comply with all applicable federal, state, and local laws, rules and regulations, including, but not limited to, all conditions imposed by the City through its planning and zoning land use approval process and building permit approval process. Should the Participant not comply with the requirements set forth in the preceding sentence, the Agency shall no longer be obligated to provide the Participant reimbursement as set forth in this Agreement.

20. Amendments to the Agreement. The Parties may agree to reasonable amendments to the Agreement if such would not alter the basic business purposes of the Agreement, if made in writing, and if agreed to by the Parties. Without limiting the generality of the foregoing, the Parties expressly agree to amend this Agreement to reflect any revisions or amendments Agency may make during the term of this Agreement to Agency's Participation Policy that would allow Participant to be reimbursed more fully or at a faster rate from Agency for the Actual Eligible Costs.

21. Anti-Boycott Against Israel Certification. Participant hereby certifies pursuant to Section 67-2346, Idaho Code, that the Participant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.

22. Contract With A Company Owned or Operated By the Government of China Prohibited. Developer hereby certifies pursuant to § 67-2359, Idaho Code, that the Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

[Signatures appear on the 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:

Agency: The Urban Renewal Agency of the City of Hailey, an independent public body, corporate and politic

Larry Schwartz, Chair

Date _____

PARTICIPANT:

MID RVR Townhomes, LLC

Kevin Cablik, Manager

Date _____

Exhibits

- A: Participant's Project and Improvement Project
- B: Schedule of Eligible Cost

EXHIBIT A PARTICIPANT'S PROJECT AND IMPROVEMENT PROJECT

Redevelopment of the Project Site located at 317 N. River Street, Hailey, Idaho.

MID RVR HAILEY, IDAHO OCTOBER 2023

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND UTILITIES WITH THE CITY OF HAILEY AND THE PROJECT OWNER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND CORRECTING ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES UNLESS OTHERWISE NOTED. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO MAINTAIN THEIR DEPTH AND COVER.
3. ALL NEW CONSTRUCTION SHALL BE PERMITTED TO CONSTRUCTION GENERAL AND SPECIAL CONDITIONS PERTAINING TO THE PROJECT.
4. THE CONTRACTOR SHALL SUBMIT ALL PROPOSALS TO THE CITY OF HAILEY FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
5. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF HAILEY PRIOR TO CONSTRUCTION.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY ORDINANCES AND SPECIFICATIONS.
7. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO MAINTAIN THEIR DEPTH AND COVER.
8. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF HAILEY PRIOR TO CONSTRUCTION.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY ORDINANCES AND SPECIFICATIONS.
10. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO MAINTAIN THEIR DEPTH AND COVER.
11. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY OF HAILEY PRIOR TO CONSTRUCTION.
12. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY ORDINANCES AND SPECIFICATIONS.

ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO MAINTAIN THEIR DEPTH AND COVER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND CORRECTING ANY DISCREPANCIES.

PROJECT LOCATION

VICINITY MAP

CIVIL ENGINEER
OPAL ENGINEERING, PLLC
415 S MAIN STREET, SUITE 204
HAILEY, IDAHO 83433

LAND SURVEYOR
PHILLIPS LAND SURVEYING, PLLC
941 CHERRY CREEK DR
HAILEY, IDAHO 83433

SHEET INDEX

| SHEET | DESCRIPTION |
|-------|-------------------------------------|
| 001 | COVER SHEET AND DETAILS |
| 002 | DETAILS |
| 003 | RENOVATION PLAN |
| 009 | SITE IMPROVEMENTS AND GRADING PLAN |
| 011 | SITE IMPROVEMENTS AND DRAINAGE PLAN |
| 020 | WATER AND SEWER PLAN AND PROFILE |
| 021 | WATER AND SEWER NOTES AND DETAILS |
| 022 | WATER AND SEWER DETAILS |

1 TYPICAL ASPHALT DRIVEWAY SECTION

NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

2 TYPICAL ASPHALT PATH SECTION

NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

3 TYPICAL CONCRETE CURB

NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

4 TYPICAL CONCRETE WALKER GUTTER

NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

5 CONCRETE VERTICAL CURB

NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

6 TYPICAL ASPHALT DRIVEWAY SECTION

NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

7 TYPICAL CURB TRANSITION DETAIL

NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

8 CONCRETE VERTICAL CURB

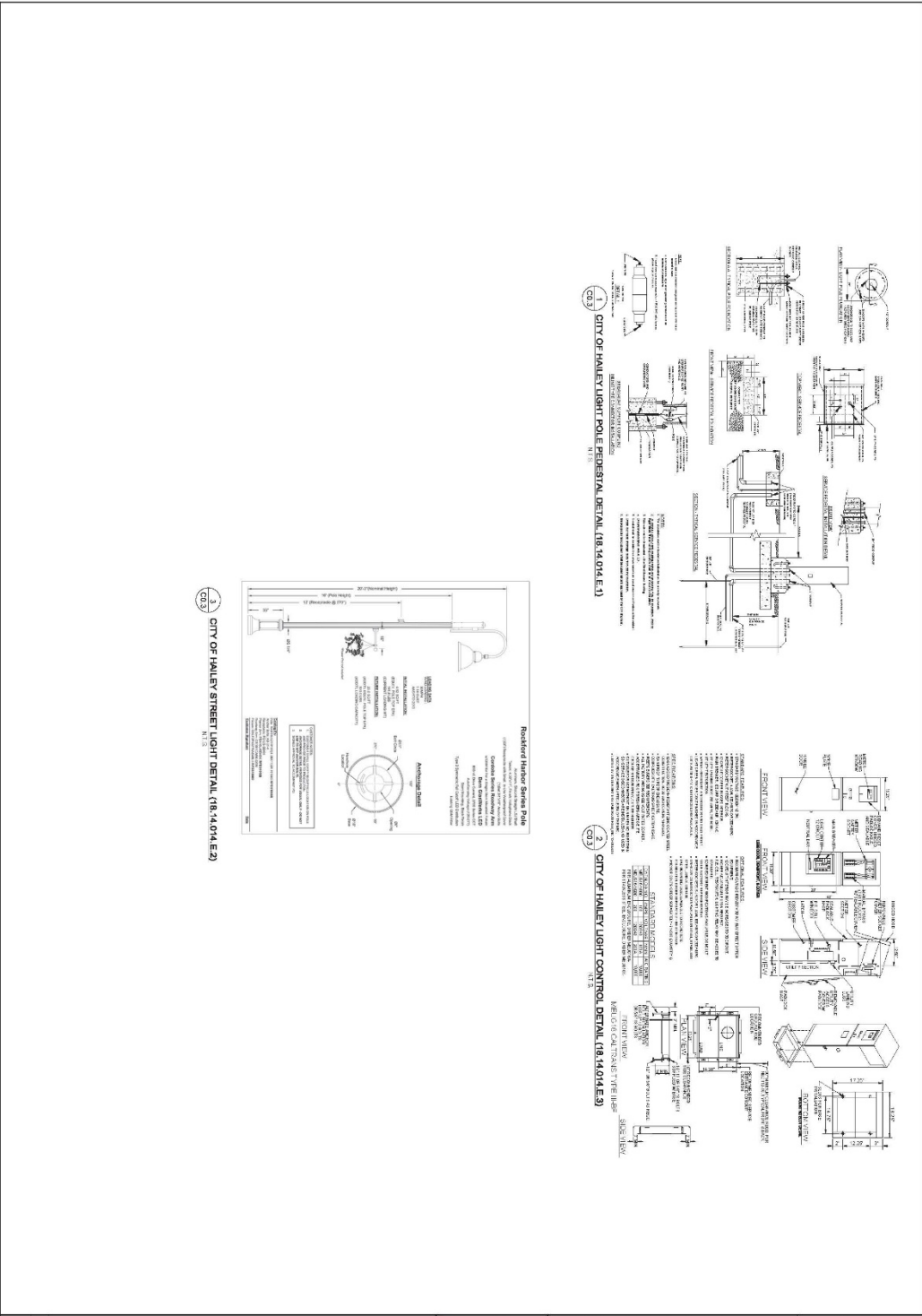
NOTE: ALL DIMENSIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF HAILEY SPECIFICATIONS.

COVER SHEET AND DETAILS

MID RVR
PREPARED FOR MICRINOSH FOUNDATION HOLDING LLC

| REVISION NO. | DATE | DESCRIPTION |
|--------------|------|-------------|
| | | |

202310
CO.1



DETAIL SHEET
 MID RVR
 PREPARED FOR: MID RVR FOR MOUNTAIN BOX, INC. LLC

PRELIMINARY CONSTRUCTION

OPAL ENGINEERING, PLLC
 PO BOX 8980, HAILEY, ID 83403
 WWW.OPAL-ENGINEERING.COM

PURPOSE: ISSUE FOR DESIGN REVIEW (105802)
 REVISION NO. DATE DESCRIPTION

23021
 003



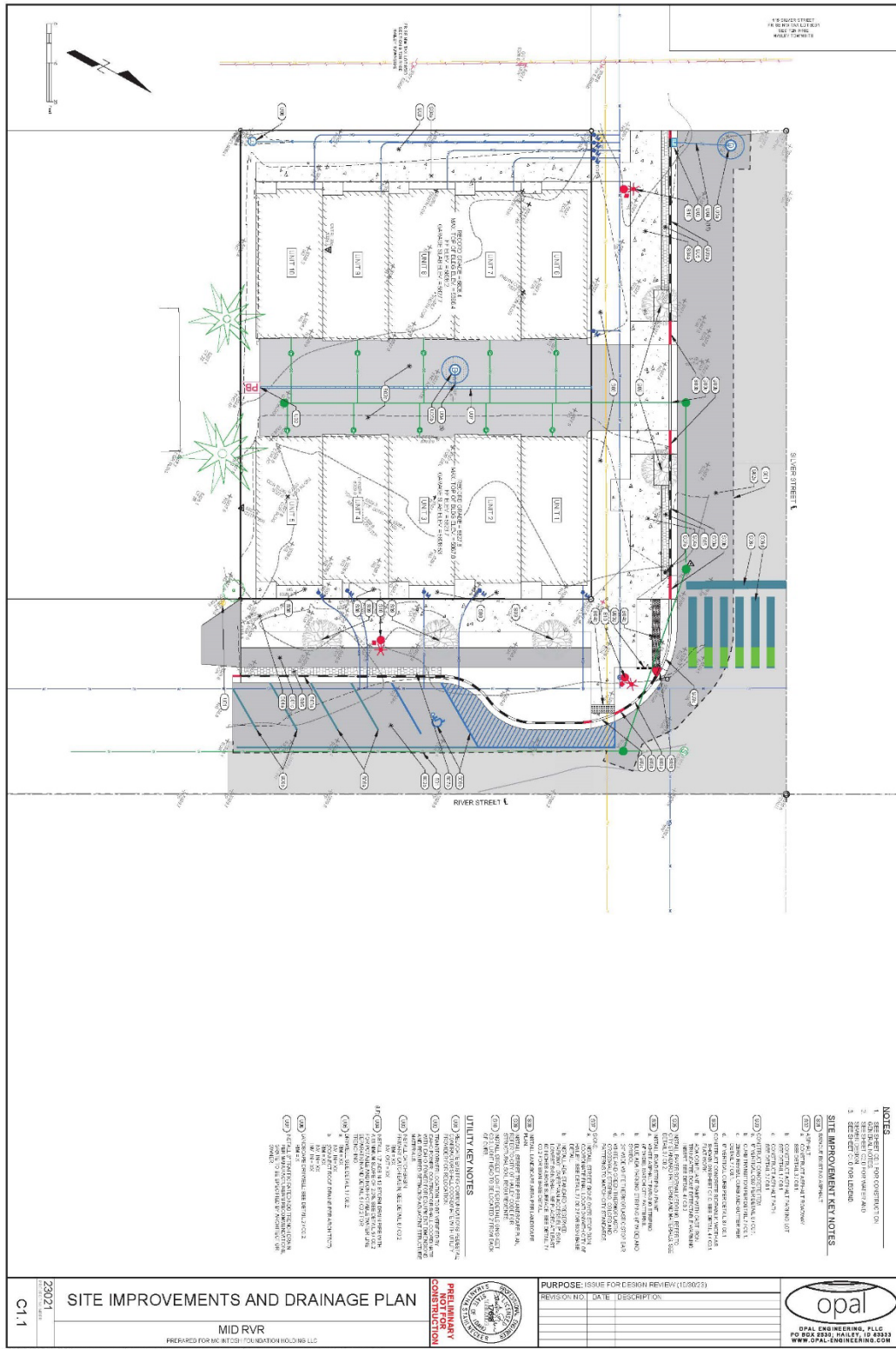


EXHIBIT B
SCHEDULE OF ELIGIBLE COSTS

Insert new submittal

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/16/2024

District: Gateway Districts

STAFF: LH

SUBJECT: Consideration of a Reimbursement Participation Agreement with CK Property Group, LLC C/O Kevin Cablik for Overhead Power line undergrounding related to the MID RVR project located at 317 North River Street (Lots 1-3, Block 54, Hailey Townsite).

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is a request by Kevin Cablik, CK Property Group, LLC for the cost of undergrounding overhead power lines related to the development of a ten (10) unit, three story, townhouse project to be known as MID RVR located at 317 North River Street (Lots 1-3, Block 54, Hailey Townsite).

This project was heard by HURA on March 19, 2024, at which time HURA requested that the Power Line Underground portion of this project be split into a separate partnership agreement, and that the Budget Worksheet attachment be modified to meet standard unit quantities and costs. Both of these requests have been completed in the attached materials.

The applicant is estimating the underground work at a cost of \$125,445. This estimate does not include the portions of costs that would be reimbursed from adjacent benefitting private properties. The applicant is requesting a 50% reimbursement of the cost, made as a one-time payout upon completion of the project.

Although the requested reimbursement would not be tied to collection of revenue allocation proceeds from the project, for reference, the applicant has estimated that the project will be valued at \$8,200,000.00 at buildout. At the current tax rate of .03745456 the project would generate approximately \$30,712.74 per year in tax increment revenues.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2024-_____, a resolution adopting a Reimbursement Participation Agreement with CK Property Group, LLC and Hailey Urban Renewal Agency for the undergrounding of power lines adjacent to the MID RVR along North River Street and Silver Street.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF HAILEY, IDAHO, AUTHORIZING AGENCY TO ENTER INTO THE REIMBURSEMENT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND CK PROPERTY GROUP, LLC REGARDING UTILITY RELOCATION; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE AND ATTEST THE AGREEMENT AND ANY NECESSARY DOCUMENTS; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Hailey, Idaho, also known as the Hailey Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Hailey, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council ("City Council") of the city of Hailey, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway District Urban Renewal Project (the "Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1138 on October 15, 2013, approving the Plan and making certain findings, including establishing the Gateway District Project Area (the "Project Area");

WHEREAS, CK Property Group, LLC (the "Participant") owns or controls certain real property located at 317 N River Street, Hailey, Idaho (the "Project Site") which is more accurately depicted as Lots 1-3, Block 54, Hailey Townsite. The Project Site will be developed into a ten (10) unit, three story, townhouse project to be known as MID RVR (the "Project");

WHEREAS, as part of the Participant's Project, Participant intends to remove existing overhead power lines and service facilities that currently run east to west from the alley east of River Street to West of Silver Street, including the lines crossing Silver Street at the intersection of River Street and Silver Street that service the City Wellhead facility, plus the installation of a new transformer to maintain service to the Wellhead facility (the "Improvement Project");

WHEREAS, the Project and the Improvement Project are located in the Project Area. The Plan includes various measures to mitigate and remediate the Project Area;

WHEREAS, the Improvement Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Project Area by removing hazardous and unsightly overhead power lines and power poles, and will provide future connections for developments to underground facilities, including services for the City's Wellhead Park. The Improvement Project will also encourage

and promote future infill development in this area consistent with the Plan;

WHEREAS, the Agency's participation in the Participant's Project achieves the following objectives:

- the proposed improvements are in the Agency's revenue allocation area
- the proposed improvements extend the community's vision for a walkable community with particular emphasis on a pedestrian corridor as evidenced in the City of Hailey 2010 Comprehensive Plan
- the proposed improvements remove unsightly and poorly placed above-ground power lines which impede redevelopment in the project area.

WHEREAS, Agency deems it appropriate to assist the development of the Improvement Project to achieve the objectives set forth in the Plan;

WHEREAS, Agency and the Participant have negotiated the terms of a Reimbursement Participation Agreement, attached hereto as Exhibit A, which sets forth the obligations of Agency and the Participant, concerning the reimbursement by Agency to the Participant for construction of the Improvement Project;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Reimbursement Participation Agreement and to authorize the Chair or Vice-Chair and Secretary to execute and attest the Reimbursement Participation Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE HAILEY URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Reimbursement Participation Agreement, attached hereto as Exhibit A, and incorporated herein and made a part hereof by reference, be and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Reimbursement Participation Agreement.

Section 3. That the Chair or Vice-Chair of the Agency are hereby authorized to finalize the exhibits to the Agreement, sign and enter into the Reimbursement Participation Agreement and to execute all necessary documents required to implement the actions contemplated by the Reimbursement Participation Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Reimbursement Participation Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Reimbursement Participation Agreement and the comments and discussions received at the April 16, 2024, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Reimbursement Participation Agreement and to perform any and all other duties required pursuant to said Reimbursement Participation Agreement.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Hailey, Idaho, on _____, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on _____, 2024.

URBAN RENEWAL AGENCY OF HAILEY

By _____
Chair

ATTEST:

By _____
Secretary

Exhibit A
Reimbursement Participation Agreement – Idaho Power Undergrounding Project

**REIMBURSEMENT PARTICIPATION AGREEMENT
(Idaho Power Undergrounding Project)**

THIS REIMBURSEMENT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Hailey Urban Renewal Agency, an independent public body, corporate and politic, organized and existing under the laws of the state of Idaho and known as the urban renewal agency of the city of Hailey, Idaho (“Agency”) and MID RVR Townhomes, LLC, an Idaho Limited Liability Company (“Participant”). Agency and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located at 317 North River Street, Hailey, Idaho (the “Project Site”) which is more accurately described as Lots 1-3, Block 54, Hailey Townsite, Blaine County, Idaho. The Project Site will be developed into a ten (10) unit, three story, townhouse development (the “Participant’s Project”).

B. As part of the Participant’s Project, Participant intends to remove existing overhead power lines and service facilities that currently run east to west from the alley east of River Street to West of Silver Street, including the lines crossing Silver Street at the intersection of River Street and Silver Street that service the City Wellhead facility, plus the installation of a new transformer to maintain service to the Wellhead facility (the “Improvement Project”). The scope and details of the Improvement Project are more specifically set forth and depicted on attached **Exhibit A**, attached hereto and incorporated herein.

C. The Project Site, Participant’s Project, and the Improvement Project are located within the Gateway District revenue allocation area (the “Gateway District”) and are subject to the Urban Renewal Plan for the Gateway District Urban Renewal Project (the “Plan”). The Plan was approved by the City Council on October 15, 2013, by Ordinance No. 1138. The Plan includes various measures to mitigate and remediate the Gateway District. The Agency has also adopted guidelines for funding participation by the Agency Board’s adoption of Resolution 2020-001 on June 11, 2020, as may be further amended from time to time (the “Participation Policy”).

D. The Improvement Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Gateway District by removing hazardous and unsightly overhead power lines and power poles, and will provide future connections for developments to underground facilities, including services for the City’s Wellhead Park. The Improvement Project will also encourage and promote future infill development in this area consistent with the Plan.

E. Participant filed an application for funding as set forth in the Agency’s Participation Policy, and Participant’s Project qualified for certain funding under the Participation Policy.

F. As a result of Participant’s agreement to construct the Improvement Project, and Participant’s commitment to comply with the terms of the Plan, Agency deemed it appropriate to reimburse Participant for certain costs related to the Improvement Project in compliance with the Plan and the Participation Policy, to achieve the objectives set forth in the Plan and as further set forth in this Agreement.

G. Agency deems it appropriate to assist in the development of the Improvement Project

to achieve the objectives set forth in the Plan.

AGREEMENTS

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:

1. Effective Date. The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) December 31, 2033, whichever comes first.

2. Construction of the Improvement Project. Participant agrees to construct the Improvement Project consistent with the following:

The Parties agree that the Improvement Project is described and depicted on **Exhibit A**, with cost estimates for eligible items of the Improvement Project described in the Schedule of Eligible Costs in **Exhibit B** (“Estimated Eligible Costs”), attached hereto and incorporated herein. Any other public improvements that are constructed by the Participant as part of the Participant’s Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. Initial Construction Funding. Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit B** are only estimates by Participant’s contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit B**.

4. Notification of Completion; Inspection. Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall, if Agency determines the Improvement Project has been completed in compliance with this Agreement, provide Participant with written confirmation of the same.

5. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation (“Cost Documentation”) to Agency demonstrating that Participant has expended funds for eligible costs in order to receive payment per the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to Agency that construction of the Improvement Project is complete and shall include:

- a. An accounting of the costs associated with the completed Improvement Project and evidence of payment of such costs by Participant (i.e. lien waivers). Participant shall include a schedule of values that includes line items for the Improvement Project improvements so they are identifiable separate from other line items associated with the private development (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g., excavation, material fill, pavement, etc.). Invoices shall specify quantities and unit costs of materials, and a percentage estimate of how

much material was used for the Improvement Project in comparison to the amount used for the remainder of Participant's project ("Invoices").

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit B** and the actual costs in the Cost Documentation as requested by Agency.
- d. Additional documentation or clarifications may be required and requested by Agency.

Agency shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to Agency prior to construction. In the event Participant fails to timely deliver the Cost Documentation, Agency may, in its discretion, provide Participant with written notice of such default specifying the Cost Documentation required under this Agreement. Participant shall have thirty (30) days following such written notice of a default to cure the Cost Documentation default specified therein. In the event Participant fails to cure such a Cost Documentation default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

Within thirty (30) days of Agency's receipt of the Cost Documentation, Agency will 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. Based on the terms of this Agreement, the Plan and the Participation Policy, Agency shall, in its reasonable 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 **Exhibit B**. **In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.**

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within seven (7) 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 seven (7) 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.

6. Agency's Reimbursement Payment Amount and Payment Period. In accordance with the Plan and Participation Policy, Agency agrees to reimburse Participant as follows:

- a. Agency will only reimburse Participant for the Actual Eligible Costs of the Improvement Project as determined in Section 5 of this Agreement (the "Reimbursement Obligation").
- b. The Agency's Reimbursement Obligation shall not commence until (1) completion of the Improvement Project as determined by the Agency and approved and accepted by the appropriate utility and/or the City; (2) Agency's confirmation of the Reimbursement Amount; and (3) sufficient revenue allocation proceeds as described in the Act are received by the Agency from the Project Area.
- c. Actual Eligible Costs shall not exceed \$62,722.50, or 50% of the Actual Eligible Costs of the Improvement Project, whichever is less, **WITH NO INTEREST payable in one lump-sum payment.**

the Actual Eligible Costs have not been fully reimbursed on or before September 30, 2025, any further obligation of the Agency is terminated, and Participant shall have no right for any payments beyond that period.

7. Conditions Precedent to Agency's Payment Obligation. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 and submittal of the required information described in Sections 5 and 6 above.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of Agency's Reimbursement Obligation. If Participant fails to commence construction of the Improvement Project by September 1, 2024, the Agency shall have the right to terminate this Agreement by providing Participant ten (10) days' written notice of termination. Participant will be deemed to have commenced construction upon Idaho Power commencing the scope of work as set forth in Exhibit B. Completion of construction means the Idaho Power scope of work has been approved and accepted by the appropriate Idaho Power, and to the extent necessary, the City. If Participant fails to complete construction of the Improvement Project or Participant's Project within twenty-six (26) months of Participant's receipt of a building permit from the City for Participant's Project and the Improvement Project, the Agency shall have the right to terminate this Agreement by providing Participant ten (10) days' written notice of termination.

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Gateway District or 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.

9. Default. Except where this Agreement include specific notice, cure, and termination provisions, neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] 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 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. 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.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. 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.
- d. 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.
- e. 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, Participant shall reimburse Agency for any such funds Participant received.

10. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. 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.

12. Successors and Assignment. The Participant may freely assign Participant's rights or obligations under this Agreement to any affiliate of Participant with notice to Agency prior to or subsequent to such assignment, or to a third party only with the prior written approval of Agency, at Agency's sole discretion, which approval shall not be unreasonably withheld.

13. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant:

Kevin Cablik
MID RVR Townhomes, LLC
1450 W. Bannock Street
Boise, Idaho 83702
678.858.6757
kevincablik@gmail.com

If to Agency:

Lisa Horowitz
Hailey Urban Renewal Agency
115 Main Street South, Suite H
Hailey, Idaho 83333
208.788.4221 ext. 1520

14. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

| | |
|-----------|----------------------------|
| Exhibit A | Improvement Project Plan |
| Exhibit B | Schedule of Eligible Costs |

16. Indemnification. Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants and employees 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 as “Claim”), which may be imposed upon or incurred by or asserted against Agency or its respective commissioners, officers, agents, consultants and employees relating to the construction or design of the Participant’s Project, the Improvement Project or otherwise arising out of Participant’s actions or inactions. In the event an action or proceeding 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, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold Agency and its respective commissioners, officers, agents, consultants and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or its respective commissioners, officers, agents, consultants or employees.

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 Improvement Project 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 Improvement Project 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 Improvement Project 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 Improvement Project 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 Improvement Project 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.

17. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction, insurance of the following types, with limits not less than those set forth below and in a form reasonably acceptable to Agency, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

- a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and \$2,000,000 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 \$5,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency and City as additional insureds.
- b. Workers' Compensation Insurance, 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. 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.
- c. 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 \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.
- d. 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, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Improvements Project and Participant's Project.
- e. Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. 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.

- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. 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 this Agreement.

18. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

19. Compliance with Laws. Participant agrees to comply with all applicable federal, state, and local laws, rules and regulations, including, but not limited to, all conditions imposed by the City through its planning and zoning land use approval process and building permit approval process. Should the Participant not comply with the requirements set forth in the preceding sentence, the Agency shall no longer be obligated to provide the Participant reimbursement as set forth in this Agreement.

20. Amendments to the Agreement. The Parties may agree to reasonable amendments to the Agreement if such would not alter the basic business purposes of the Agreement, if made in writing, and if agreed to by the Parties. Without limiting the generality of the foregoing, the Parties expressly agree to amend this Agreement to reflect any revisions or amendments Agency may make during the term of this Agreement to Agency's Participation Policy that would allow Participant to be reimbursed more fully or at a faster rate from Agency for the Actual Eligible Costs.

21. Anti-Boycott Against Israel Certification. Participant hereby certifies pursuant to Section 67-2346, Idaho Code, that the Participant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.

22. Contract With A Company Owned or Operated By the Government of China Prohibited. Developer hereby certifies pursuant to § 67-2359, Idaho Code, that the Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

[Signatures appear on the 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:

Agency: The Urban Renewal Agency of the City of Hailey, an independent public body, corporate and politic

Larry Schwartz, Chair

Date _____

PARTICIPANT:

MID RVR Townhomes, LLC

Kevin Cablik, Manager

Date _____

Exhibits

- A: Participant's Project and Improvement Project
- B: Schedule of Eligible Cost

EXHIBIT A
IMPROVEMENT PROJECT

EXHIBIT B
SCHEDULE OF ELIGIBLE COSTS

Insert new submittal



April 10, 2024

Hailey Urban Renewal Agency
115 S Main Street
Hailey, ID 83333

RE: Undergrounding of Overhead Power lines and services Silver St and River St
HURA Application dated 4/10/2024

Dear HURA Board:

It is with great excitement that CK Property Group, LLC submits this application for a partnership and participation with Hailey Urban Renewal Agency. Our project, the MID RVR Townhomes, falls within the agency area of impact and we are excited to be a part of the Gateway Urban Renewal Plan. Our site is located at 317 N River St at the intersection of River Street and Silver Street. This intersection is underdeveloped on the SE, SW, and NW corners and we feel this project will help progress and promote the development at this intersection. HURA has already invested in streetscapes and projects that are adjacent to this location and we feel this will continue to spur this exciting growth within the Gateway District. This application is for the collaboration and partnership to **remove existing overhead power lines and service facilities that current run east to west from alley east of River St to dead of Silver St.** These also cross Silver St at the intersection of River and Silver and service the City Wellhead facility. Our project will provide public benefits in the form of:

- Removing hazardous and unsightly overhead Power Lines and Power Poles, and providing future connections for developments to underground facilities, including services for the Wellhead Park. *This includes removing the power pole and overhead facilities on City Wellhead site and installing new underground power facilities*
- Increased feasibility for future development at this intersection and corridor
- Increased feasibility and reduced cost for future Public Park development at Wellhead site
- Encourage and promotes future Infill development that does not burden but rather increase the utilization of existing City services, infrastructure, parks and amenities

Because of the unique nature of this project, **we are requesting a 50% partnership and participation agreement, reimbursable upon completion of the project.** Our project team is planning to engage with Idaho Power immediately upon approval of this partnership and estimate that **start of construction will be July 1, 2024—or sooner.** We are looking forward to a mutually successful partnership on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Cablik', written over a light blue circular stamp.

Kevin Cablik
Managing Partner



UNDERGROUND CABLE NOTES

| POINT NUMBER | FROM | TO | CONDUCTOR CU | CABLE SIZE | CABLE LENGTH | TRENCH LENGTH | CONDUIT CU | CONDUIT SIZE | CONDUIT LENGTH | COMPACTION LENGTH | BORE LENGTH |
|--------------|-----------|-----------|--------------|------------|--------------|---------------|------------|--------------|----------------|-------------------|-------------|
| 1 | X11 | UR17 | DCP1K3 | 1100-3 | 443 | 408 | DDB6 | 6 | 408 | - | - |
| 3 | UR17 | X12 | DCP1K3 | 1100-3 | 177 | 117 | DDB6 | 6 | 117 | - | - |
| 5 | SR355 | 1 PH XFRM | DCP10 | 1/0-B | 26 | 12 | DDB2 | 2 | 12 | - | - |
| | SPARE | | | | | 392 | DDB4 | 4 | 392 | - | - |
| | SPARE | | | | | 111 | DDB4 | 4 | 111 | - | - |
| | SPARE | | | | | 106 | DDB2 | 2 | 106 | - | - |
| 4 | UR17 | SR355 | DCP10 | 1/0-3 | 31 | 24 | DDB4 | 4 | 24 | - | - |
| 5 | SR355 | SR356 | DCP10 | 1/0-3 | 48 | 34 | DDB4 | 4 | 34 | - | - |
| 10 | SPARE | MARKER | | | | 184 | DDB6 | 6 | 184 | - | - |
| 11 | 1 PH XFRM | X12 | D3SC40 | 4/0TxS | 186 | 119 | DDB3S | 3 | 119 | - | - |

JOINT USE ATTENTION REQUIRED!

This work involves Joint Use facilities which may include transfers, new attachments and removals. When work is completed on your portion of the project, please provide name and work order number to one of the following:

Email: JointUseDept@idahopower.com
Phone: 208-388-2886

Company Contact Information

Cox Communications (Bellevue, Hailey, Ketchum, Sun Valley)
Al Kennedy
208-471-0028

REQUIRED PLACE ASPHALT

NOTE: FIRE HYDRANT MAY NEED TO BE RELOCATED TO GIVE SAFE OPERATING SPACE FROM 3Ø TRANSFORMER

- PT#1: I-45C3 POLE WITH SOLID BLADE WITH 6" PRIMARY RISER AND GUYS I-3 PHASE 1100 PRIMARY CONDUCTOR IN 6" CONDUIT TO SWITCH, SWITCH AND SECTOR WILL BE INSTALL ON WO#27648029
- PT#3: USE EXISTING POLE, REMOVE UPPER ARM, REPLACE DE ARM IN CORRECT LOCATION
- PT#5: I-3PH TRANSFORMER OUT OF SWITCH
- PT#6: TRENCH/CONDUIT FOR 3 PHASE SERVICE TO BUILDING
- PT#7: REMOVE POLE, 3PH BANK AND LIGHT
- PT#8: REMOVE SEC POLE AND SERVICE RISER/WIRE
- PT#9: REMOVE POLE AND 1PH XFRMR/CONDUCTOR

AT POINT #3, THE POLE NEEDS TO BE REWORKED TO MOVE THE ARM UP TO DEADEND 336 GOING SOUTH AND INSTALL DEVICE ARM FOR SOLID BLADES FROM UG SYSTEM

No Avian Protection Restriction



Job Title: MID RVR TOWNHOMES - 317 N RIVER ST/HAI UG EXISTING OH PRIMARY
Additional Description: UNDERGROUND THE EXISTING OH LINE AND RELOCATED CITY WELL
Additional Description: OVERHEAD TRANSFORMERS TO UNDERGROUND

SWPP: ----

TIMES SCALE 0 1 2 3 4

Feeder Map File Name: HALY1301
Qua 1 TwN 02N Rng 18E 09 Sec BM
State ID County Blaine

Surveyed or GPS: GPS
Joint Use Attachment: YES
Pre-Built Date: ----
Built as Designed: ----
Construction Date: ----
Operating Voltage: 12.5kV



FDR by: ----
Date: ----
ArcFM By: ----
Date: ----

Customer: ---- Date: ----
Designer: CLP8023
Design No: 0000167605
Work Order No: 27643021



CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: MID RVR TOWNHOMES - 317 N RIVER ST/HAI RELOCATION PORTION

Construction Costs

| | | |
|---|---------|------------------|
| Line Installation Costs | | |
| 1. Line Installation/Upgrade Charge | | \$11,214 |
| 2. Customer Credits (Betterment, Metering, Salvage) | | \$(8,962) |
| 3. Customer Performed Construction Work Credit | | \$0 |
| 4. Net Line Installation Cost | | \$2,252 |
| Unusual Conditions | | |
| 5. Unusual Conditions | | \$15,209 |
| 6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000) | | \$0 |
| 7. Net Unusual Conditions | | \$15,209 |
| Terminal Facilities Costs | | |
| 8. Terminal Facilities | | \$13,783 |
| 9. Terminal Facilities Allowances | | \$0 |
| 10. Terminal Facilities Salvage | | \$(1,185) |
| 11. Net Terminal Facilities Cost | | \$12,598 |
| 12. Underground Service and Attachment Charges | | \$0 |
| 13. Engineering Charge | | \$870 |
| 14. Permits | | \$0 |
| 15. Relocation or Removal | | \$70,986 |
| 16. Miscellaneous Charges/Adjustments | | \$0 |
| 17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16) | | \$101,915 |
| 18. Prepaid Charges (Engineering, Permits & Right-of-Way) | \$1,827 | |
| 19. Vested Interest Charge | | \$0 |
| 20. Customer Payment Due Prior to Construction Scheduling | | \$101,915 |

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes: Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

By Initialing below, Customer acknowledges and agrees to the following:

_____ The Customer has received the Underground Residential Conduit Installation brochure/packet or will access
Customer the information available online at
initials <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

_____ **Final Grade:** Customer understands that as of _____ the above-named project will
Customer be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and
initials sub grading completed by this date. The project must be properly referenced and have grade stakes installed
at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths
Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power
facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines,
elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground
equipment, below-ground equipment, cable, or conduit.

_____ **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are
Customer construction conditions not normally encountered, but which Idaho Power may encounter during construction
initials which impose additional, project-specific costs. These conditions include, but are not limited to: frost,
landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching,
boring, nonstandard facilities or construction practices, and other than available voltage requirements. The
total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will
be based on the actual costs incurred by Idaho Power related to the conditions encountered during
performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual
Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.



CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: MID RVR TOWNHOMES - 317 N RIVER ST/ THREE PHASE FOR PARK ONLY

Construction Costs

| | | |
|--|---|-----------------|
| Line Installation Costs | | |
| 1. Line Installation/Upgrade Charge | | \$7,693 |
| 2. Customer Credits (Betterment, Metering, Salvage) | | \$0 |
| 3. Customer Performed Construction Work Credit | | \$0 |
| <hr/> | | |
| 4. Net Line Installation Cost | | \$7,693 |
| Unusual Conditions | | |
| 5. Unusual Conditions | | \$0 |
| 6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000) | | \$0 |
| <hr/> | | |
| 7. Net Unusual Conditions | | \$0 |
| Terminal Facilities Costs | | |
| 8. Terminal Facilities | | \$13,959 |
| 9. Terminal Facilities Allowances | | \$0 |
| 10. Terminal Facilities Salvage | | \$(1,185) |
| <hr/> | | |
| 11. Net Terminal Facilities Cost | | \$12,774 |
| 12. Underground Service and Attachment Charges | | \$0 |
| 13. Engineering Charge | | \$0 |
| 14. Permits | | \$0 |
| 15. Relocation or Removal | | \$3,063 |
| 16. Miscellaneous Charges/Adjustments | | \$0 |
| <hr/> | | |
| 17. Net Construction Costs | (Line Items 4, 7, 11, 12, 13, 14, 15, 16) | \$23,530 |
| 18. Prepaid Charges | (Engineering, Permits & Right-of-Way) | \$0 |
| <hr/> | | |
| 19. Vested Interest Charge | | \$0 |
| 20. Customer Payment Due Prior to Construction Scheduling | | \$23,530 |

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes: Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

By Initialing below, Customer acknowledges and agrees to the following:

_____ The Customer has received the Underground Residential Conduit Installation brochure/packet or will access
Customer the information available online at
initials <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

_____ **Final Grade:** Customer understands that as of _____ the above-named project will
Customer be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and
initials sub grading completed by this date. The project must be properly referenced and have grade stakes installed
at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths
Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power
facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines,
elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground
equipment, below-ground equipment, cable, or conduit.

_____ **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are
Customer construction conditions not normally encountered, but which Idaho Power may encounter during construction
initials which impose additional, project-specific costs. These conditions include, but are not limited to: frost,
landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching,
boring, nonstandard facilities or construction practices, and other than available voltage requirements. The
total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will
be based on the actual costs incurred by Idaho Power related to the conditions encountered during
performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual
Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Return to Agenda