

**Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via Teams
Tuesday, May 21, 2024
11:00 AM**

THIS MEETING IS BEING HELD IN MICROSOFT TEAMS.

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Meeting ID: 237 503 468 111

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[+1 469-206-8535,,324529467#](tel:+14692068535324529467) 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, May 20, 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: 2024-009

1. CALL TO ORDER
2. CONSENT AGENDA:
 - a. Approval of Bills unpaid since April, 2024..... **ACTION ITEM**
 - b. Approval of meeting minutes dated April, 2024..... **ACTION ITEM**
3. New Business:
 - a. Presentation of the annual financial statements for Fiscal Year Ending September 30, 2023 by Brady Workman, auditor, followed by acceptance and adoption of audited financial statements (Documents Pending)..... **ACTION ITEM**
 - b. Consideration of contract for services with Lisa Enourato for assistance in administrative duties..... **ACTION ITEM**

4. Old Business:

- a. Consideration of Resolution 2024-007, 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**
- b. Consideration of Resolution 2024-008, 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**
- c. 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**

5. Staff Update:

- a. Update on URA Projects
- b. Financials (Documents Pending)
- c. Upcoming Meetings
 - i. June 18, 2024: Discuss whether to cancel or reschedule this meeting to a different date
 - ii. Items to be discussed at next meeting: Revision to Participation Policy to reflect increase from 50% to 75%

6. Adjourn

AGENDA ITEM SUMMARY

DATE: 05/21/2024

District: Gateway and Airport Way Districts

STAFF: JP/BS

SUBJECT: Approval of bills since April 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
	IME	5/6/24		332.40
	Elam & Burke	4/30/24	207930	1026.50

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve payment for bills since April 2024.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____



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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. 10002437
DATE: 4/30/2024

DATE	TYPE	ORDER #	PUBLICATION	AD TYPE	SIZE	DESCRIPTION	AMOUNT
03/31/24	BBF					Balance Brought Forward	6,244.91
04/09/24	CSH					Payment	-4,541.86
04/16/24	CSH					Payment	-1,641.41
04/03/24	INV	12675282	Idaho Mountain Express	Classified	4.75 In.	Be a Part of the Team that Keeps Hailey Par	204.07
04/05/24	INV	12675903	Idaho Mountain Express	Display	3 X 2	Hop Porter/Bullion Promenade	241.20
04/10/24	INV	12675903	Idaho Mountain Express	Display	3 X 2	Hop Porter/Bullion Promenade	207.96
04/10/24	INV	12675941	Idaho Mountain Express	Classified	4.88 In.	City of Hailey Employment Openings: Street I	137.19
04/12/24	INV	12675941	Idaho Mountain Express	Classified	4.88 In.	City of Hailey Employment Openings: Street I	129.19
04/17/24	INV	12676138	Idaho Mountain Express	Display	2 X 6	Open House - Envision Hailey	332.40
04/17/24	INV	12675941	Idaho Mountain Express	Classified	4.88 In.	City of Hailey Employment Openings: Street I	129.19
04/17/24	INV	12676375	Idaho Mountain Express	Class Display	1 X 8	Legal-5/6 P & Z	61.64
04/19/24	INV	12676322	Idaho Mountain Express	Display	2 X 6	URA VACANCY	332.40
04/19/24	INV	12676368	Idaho Mountain Express	Display	3 X 6	CALL FOR ARTISTS	498.60
04/19/24	INV	12675941	Idaho Mountain Express	Classified	4.88 In.	City of Hailey Employment Openings: Street I	129.19
04/24/24	INV	12676497	Idaho Mountain Express	Classified	4.88 In.	City of Hailey Employment Openings: Street I	137.19
04/24/24	INV	12676625	Idaho Mountain Express	Class Display	1 X 6	Legal-5/13 City Council	46.00
04/26/24	INV	12676497	Idaho Mountain Express	Classified	4.88 In.	City of Hailey Employment Openings: Street I	129.19

2,383.01 URA Balance

CURRENT	30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE
2,715.41	61.64	0.00	0.00	2,777.05

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. 10002437
DATE: 4/30/2024

AMOUNT DUE: \$2,777.05

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

AMOUNT ENCLOSED \$ 2,383.01

PAYMENT DUE BY: 5/15/2024

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



April 30, 2024

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

Invoice No. 207930
Client No. 887
Matter No. 1
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from April 11, 2024 through April 30, 2024.

RE: General

Total Professional Services	\$ 1,026.50
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 1,026.50



Request for Proposals General Contractor Services

ARCH Community Housing Trust, a non-profit developer of affordable housing in Blaine County, is seeking proposals from qualified general contractors interested in bidding on the redevelopment of the Ellsworth Inn Property.

Minority and Women owned businesses and Section 3 owned businesses will be given priority to perform this work provided estimates, qualifications and references are competitive.

Please see the RFP posted on the ARCH website.



HAILEY URBAN RENEWAL



AGENCY VACANCY:

The City of Hailey and the Hailey Urban Renewal Agency are seeking to fill a term on the Hailey Urban Renewal Agency Board. It is preferred that applicants be full-time residents of Hailey, and have knowledge of development, redevelopment and public finance. The Hailey Urban Renewal Committee meets monthly at 11:00 am on the third Tuesday of the month.

Interested persons should submit a Letter of Interest and Resume by 5:00 p.m. on Friday, April 26, 2024. Letters of interest may be emailed to Lisa Horowitz, Hailey Urban Renewal Agency Director, mailed to 115 South Main Street, Hailey, Idaho 83333, faxed to 208-788-2924, or dropped off at the Hailey City Hall.

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AGENDA ITEM SUMMARY

DATE: 05/21/2024

District: Gateway and Airport Way Districts

STAFF: JP

SUBJECT: Approval of Meeting Minutes dated April 2024.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Meeting Minutes from April 2024.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve of Meeting Minutes dated April 2024.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

**Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via Teams
Tuesday, April 16, 2024
11:00 AM**

THIS MEETING IS BEING HELD IN MICROSOFT TEAMS.

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[+1 469-206-8535](tel:+14692068535), [324529467#](tel:+14692068535324529467) 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.

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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

Present

Board: Bob Brand, Larry Schwartz, Martha Burke, Walt Denekas

Staff: Lisa Horowitz, Brian Yeager, Jessie Parker

Absent: Sandi Viau

Next Resolution Available: 2024-007

1. [10:57:29 AM](#) CALL TO ORDER
2. [10:57:31 AM](#) CONSENT AGENDA:
 - a. Approval of Bills unpaid since March, 2024..... **ACTION ITEM**
 - b. Approval of meeting minutes dated March, 2024..... **ACTION ITEM**

[10:57:39 AM](#) Burke motioned to approve bills. Denekas seconded. All in Favor.

[10:57:52 AM](#) Brand motioned to approve minutes. Burke seconded. All in Favors.

3. **New Business:**

- a. [10:58:24 AM](#) 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

Horowitz introduced application, explaining that the project has been completed but staff has brought forward as applicant was unaware of submittal process.

McIntosh expressed concern of estimated cost and value new build completed. Schwartz explained how reimbursement is established.

McIntosh will supply revised estimated assessment and staff will bring back to May 2024 hearing for approval.

- b. [11:05:00 AM](#) Consideration of Resolution 2024-007, 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

Horowitz introduced application and explained that applicant is requesting a 75% reimbursement instead of 50%.

Cabilk summarized request of 75% - capped levy rate and reduced district term.

Schwartz stated need to have a discussion about change from 50% to 75% in reimbursement. Denekas asked what other agencies have done towards the end. Cabilk explained his experience with the different types of RPAs with the Boise URA. Schwartz acknowledges this and noted it dove tails into his other discussion point for today – What are we going to do with what we have before the district ends. Discussion ensued with Board regarding 50% to 75% and ideas of how to use funds before end of district. Staff to review projections of revenue and payables committed too and provide spreadsheet at next meeting for board to review. Cabilk proposed adding language to agreement to allow for moving forward at 50% and that if the board changes to 75% they could still benefit from the change. Schwartz stated that if change it would go in effect as of today so would apply to him. Conrad confirmed can add that language. Staff confirmed Cabilk is in agreement with the proposed adjustments. Conrad recommends a flat cost of soft costs. Cabilk suggested \$2,000 in place of the \$15,000 for demo. Cabilk confirmed with Conrad that she will look at the assignment clause, similar to what was done at 410 N River. Conrad confirmed.

[11:25:21 AM](#) Burke motioned to approve Resolution 2024-007, subject to amendments made during today’s discussion. Brand seconded. All in Favor.

- c. [11:26:55 AM](#) 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**

Horowitz introduced RPA for undergrounding powerlines. Cabilk explained main power transmission line location. Cabilk explained as part of this project, looking to underground these lines which greatly impacts intersection of Silver and River Street. Cabilk explained all private costs have been pulled out. Cabilk explained relation to Well House Park. Cabilk explained cost estimates provided in packet, going on to explain request would be 50% reimbursement of costs that applicant has to pay up front to Idaho Power and they would be reimbursed once work is completed. Horowitz confirmed would be a one-time payment. Cabilk explained how power line is more critical piece then the 50% to 75% on other

agreement. Conrad clarified requirements of reimbursement of this payment. Conrad asked if receives reimbursement from Idaho Power, if those would be split between the agency and developer. Cabilk explained that once reconciled actual monies to Idaho Power, can reconcile with Agency before receives reimbursement form Agency. Cabilk and Conrad agreed he will have to know the reconciled amount prior to submitting for reimbursement with the Agency. Conrad confirmed will add required language for this.

11:42:02 AM Burke motioned to approve Resolution 2024-008, subject to amendments made during today's discussion. Denekas seconded. All in Favor.

4. Staff Update:

- a. Update on URA Projects
 - i. 11:43:12 AM Brian Yeager provided update on River Street / LHTAC Project and plan going forward.
- 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**

11:53:35 AM Brand motioned to move to enter into Executive Session under Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency. Denekas: Yes; Brand: Yes; Schwartz: Yes; Burke: Yes.

Board will adjourn after executive session.

6. Adjourn

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/21/2024

District: Gateway Districts

STAFF: LH

SUBJECT: Consideration of a contract for services with Lisa Enourato for additional staff support for the Urban Renewal Agency

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Urban Renewal Agency is growing and adding new projects. City staff are stretched thin and the City is not in the position to add additional full-time benefitted staff. Lisa Enourato has recently retired from 14 years at the City of Ketchum working on a wide variety of projects, including urban renewal. Staff is requesting a contract with her to relieve some of the work load from City staff. Staff anticipates no more than 40 hours per month would be needed at this time. This would be reevaluated if a new South Hailey District is created.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Move to approve the contract for services with Lisa Enourato.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made 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 Lisa Enourato (“CONTRACTOR”), who agree as follows:

1. **SCOPE OF SERVICES:** The CONTRACTOR shall undertake the services as described in the attached Scope of Services (Exhibit A) for the consideration stated below in Section 2.
2. **PRICE AND PAYMENT:** As consideration for performing the work described in the Scope of Services, AGENCY agrees to pay CONTRACTOR as follows:
 - (a) \$85.00 per hour for services described in the Scope of Services related to the Administrative services, as described in Exhibit A, which includes all travel costs.
 - (b) Reimbursable expenses for costs of mailing, copies, Agency letterhead, envelopes, and related expenses specifically for the benefit of the AGENCY shall be billed to AGENCY for the actual cost of any such expenses, without mark-up. Other reimbursable expenses that exceed \$25.00 shall be requested in writing prior to incurring those expenses and approved by the Chair or Vice-Chair of the AGENCY. Mileage will not be reimbursed.

Additionally, AGENCY and CONTRACTOR may agree to additional scopes of services beyond those described in the attached Scope of Services, to be set forth on the form Task Order form attached here to as Exhibit B. AGENCY agrees to pay CONTRACTOR \$85.00 per hour, excluding travel time, for any such agreed upon additional defined services. Reimbursable expenses shall be the same as set forth in subsection 2(b).

3. **INVOICE:** CONTRACTOR shall maintain expense records and provide them to AGENCY each month in a format acceptable to AGENCY. Each invoice shall include an explanation of services provided and shall specify current billing and previous payments for the fiscal year, with a total of costs incurred and payments made to date during the fiscal year. There shall be separate invoices for billing services described in the Scope of Services and for billing those agreed upon additional defined services the AGENCY and CONTRACTOR may enter into from time to time as set forth in a Task Order. Except as stated in the following sentence, CONTRACTOR’s invoices shall be paid within thirty (30) days, following approval by the AGENCY board. If the services subject to the invoice do not meet the requirements of this Agreement as AGENCY may determine, AGENCY shall notify CONTRACTOR in writing and specify all deficiencies in the work that do not meet the requirements. CONTRACTOR shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in AGENCY’s written notice. If AGENCY again determines the work fails to meet the requirements, AGENCY may withhold payment until deficiencies have been corrected to

AGENCY's satisfaction or may terminate this Agreement for cause as set forth in Section 18 of this Agreement.

4. **RIGHT OF CONTROL:** AGENCY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his or her other contracts and services shall not interfere with the performance of his or her services under this Agreement. AGENCY agrees to coordinate project schedules, respective commencements, and deadlines with CONTRACTOR.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent CONTRACTOR and is not an employee, servant, agent, partner, or joint venturer of AGENCY. AGENCY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by AGENCY. This Agreement shall not be construed to create any employer-employee relationship between AGENCY and CONTRACTOR.

6. **RECORDS ACCESS AND AUDITS:** CONTRACTOR shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by AGENCY representatives for three (3) years after final payment. Copies shall be made available upon request.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by AGENCY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

8. **COMPLIANCE WITH LAW:** CONTRACTOR agrees to comply with all applicable laws, ordinances, and codes of Federal, State, and local governments in the performance of the services hereunder.

9. **EQUIPMENT, TOOLS, MATERIALS. OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided.

10. **PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement, whether finished or not, shall become the property of AGENCY, shall be forwarded to AGENCY at its request, and may be

used by AGENCY as it sees fit. AGENCY agrees that if it uses products prepared by CONTRACTOR for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONTRACTOR harmless, therefore.

11. **CONFIDENTIALITY:** CONTRACTOR agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft materials, reports, maps, graphics, tables, memoranda, and other documents, unless and until AGENCY signifies its written approval that such work product may be published as final work product. AGENCY reserves the right to distribute the final work product as it sees fit, provided that CONTRACTOR may use final reports as approved and adopted by the AGENCY Board of Commissioners in the marketing of CONTRACTOR'S services.

12. **TERM OF AGREEMENT:** This Agreement shall be effective May 22, 2024, and shall continue through September 30, 2024, unless earlier terminated as described in Section 18 of this Agreement. AGENCY and CONTRACTOR acknowledge that this Agreement may be extended upon mutual agreement of the CONTRACTOR and AGENCY.

13. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supercedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

14. **GENERAL ADMINISTRATION AND MANAGEMENT:** The AGENCY Chair, or his/her designee, shall be AGENCY'S representative, and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

15. **CHANGES:** AGENCY reserves the right to make changes from time to time in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in CONTRACTOR'S compensation, which are mutually agreed upon by and between AGENCY and CONTRACTOR, shall be incorporated in written amendments to this Agreement and/or set forth in a Task Order.

16. **AMENDMENTS:** This Agreement may be amended only in writing, upon mutual agreement of both AGENCY and CONTRACTOR.

17. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of AGENCY.

18. **TERMINATION OF AGREEMENT:**

- (a) **FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill its obligations in compliance with the Scope of Services under this Agreement, or if

the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, AGENCY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONTRACTOR shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

- (b) **TERMINATION FOR CONVENIENCE:** AGENCY or CONTRACTOR may terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to the non-terminating party. If this Agreement is terminated as provided herein, CONTRACTOR shall be paid for any unpaid time through the termination date. CONTRACTOR shall also provide AGENCY all products or works of consulting generated to date of termination.

19. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To AGENCY:

Lisa Horowitz
Hailey Urban Renewal Agency
115 Main Street
Hailey, ID 83333

To CONTRACTOR:

Lisa Enourato
P.O. Box 2041
Hailey, ID 83333

20. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless AGENCY and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by CONTRACTOR or CONTRACTOR's agents, employees, or representatives. In case any action or proceeding is brought against AGENCY or its officers, agents, or employees by reason of or arising out of connection with CONTRACTOR's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, CONTRACTOR, upon written notice from AGENCY, shall at CONTRACTOR's expense, resist or defend such action or proceeding.

21. **INSURANCE:** Prior to commencing to provide services under this Agreement, CONTRACTOR shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below:

- (a) CONTRACTOR has provided proof to AGENCY that worker's compensation and Employer's Liability is not required by applicable law or regulation under the circumstances.
- (b) CONTRACTOR agrees to obtain and keep in force during the term of this Agreement an automobile liability insurance policy with minimum coverage of \$250,000 per claim and a minimum aggregate policy limit of \$250,000 unless alternative coverage and policy limit amounts are agreed to by the AGENCY Board.
- (c) CONTRACTOR shall provide to AGENCY a copy of proof of automobile liability insurance, such as an insurance card, with a representation the insurance provides the minimum coverage and limits set forth in (b). CONTRACTOR will notify AGENCY ten (10) days prior to cancellation of said policy or policies and will provide AGENCY with updated insurance information.

22. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **APPLICABLE LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

24. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

25. **ATTORNEY FEES:** Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by arbitrator or court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

26. **DISPUTES:** In the event that a dispute arises between AGENCY and the CONTRACTOR regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties may first endeavor to settle the dispute in an amicable manner by mediation. If the parties elect to mediate their dispute, the parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The

mediation will take place in Hailey, Idaho, unless otherwise agreed by the parties in writing. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity. If the parties do not mutually agree to mediate the dispute, either party may pursue any rights or remedies it may have at law.

27. **COORDINATION WITH OTHER CONTRACTORS:** CONTRACTOR recognizes that AGENCY has or may enter into agreements with other Contractors that provide other services. Upon request, CONTRACTOR agrees to coordinate with and work in conjunction with other Contractors when the need arises.

28. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, AGENCY and CONTRACTOR have executed this Agreement as of the effective date specified above.

AGENCY

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Title: _____

DATE: _____

DATE: _____

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR shall provide the following services:

A. Administrative Services

- General administration of partnership agreements
- Preparation of materials for AGENCY meetings
- Other projects as assigned

EXHIBIT B

FORM
TASK ORDER NO. _____

1. Project Description.

2. Scope of Services. Under the terms of this Task Order, the CONTRACTOR shall perform the following:

3. Estimated Time of Performance.

4. Estimated Costs.

AUTHORIZED SIGNATURES

AGENCY

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

DATE: _____

DATE: _____

4893-7115-4623, v. 1

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/21/2024

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:

On April 16, 2024 the board reviewed and approved Resolution 2024-007, 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.

As part of the approval, multiple amendments were made including an increase from 50% reimbursement to 75% reimbursement and revisions to the estimated cost. Staff is bringing back the final amended reimbursement participation agreement for the Board to review all amendments and authorize signature.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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 \$281,542.39 **WITH NO INTEREST.**

d. On a biannual basis, Agency shall disburse to Participant 75% 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%) 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 the Improvement Project, and shall complete construction of Participant's Project and the Improvement Project.

REIMBURSEMENT PARTICIPATION AGREEMENT - 4 of 20

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
- REIMBURSEMENT PARTICIPATION AGREEMENT - 7 of 20

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:

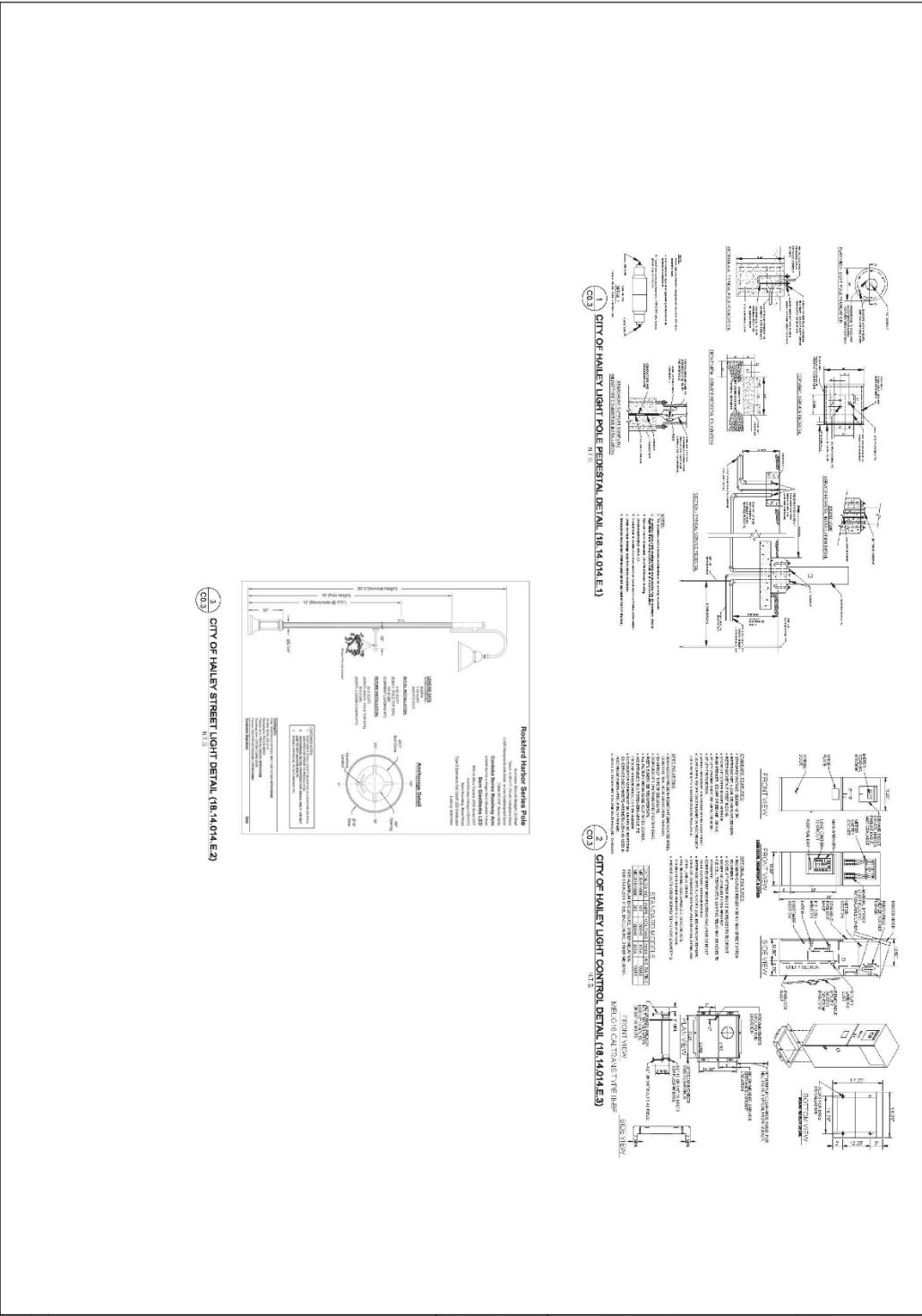
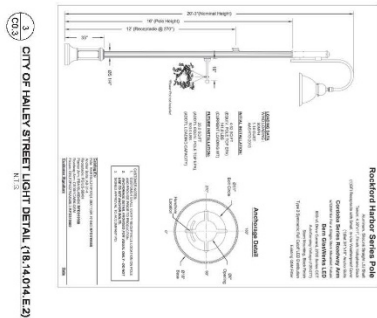
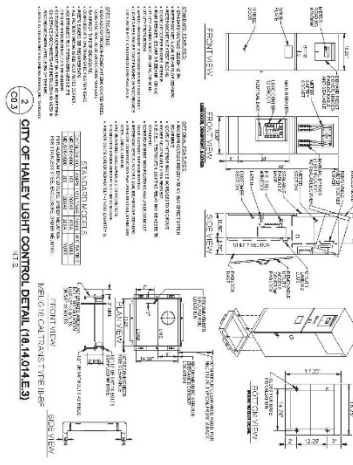
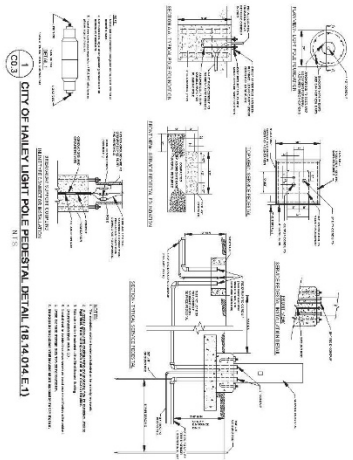
MID RVR Townhomes, LLC

Kevin Cablik, Manager

Date _____

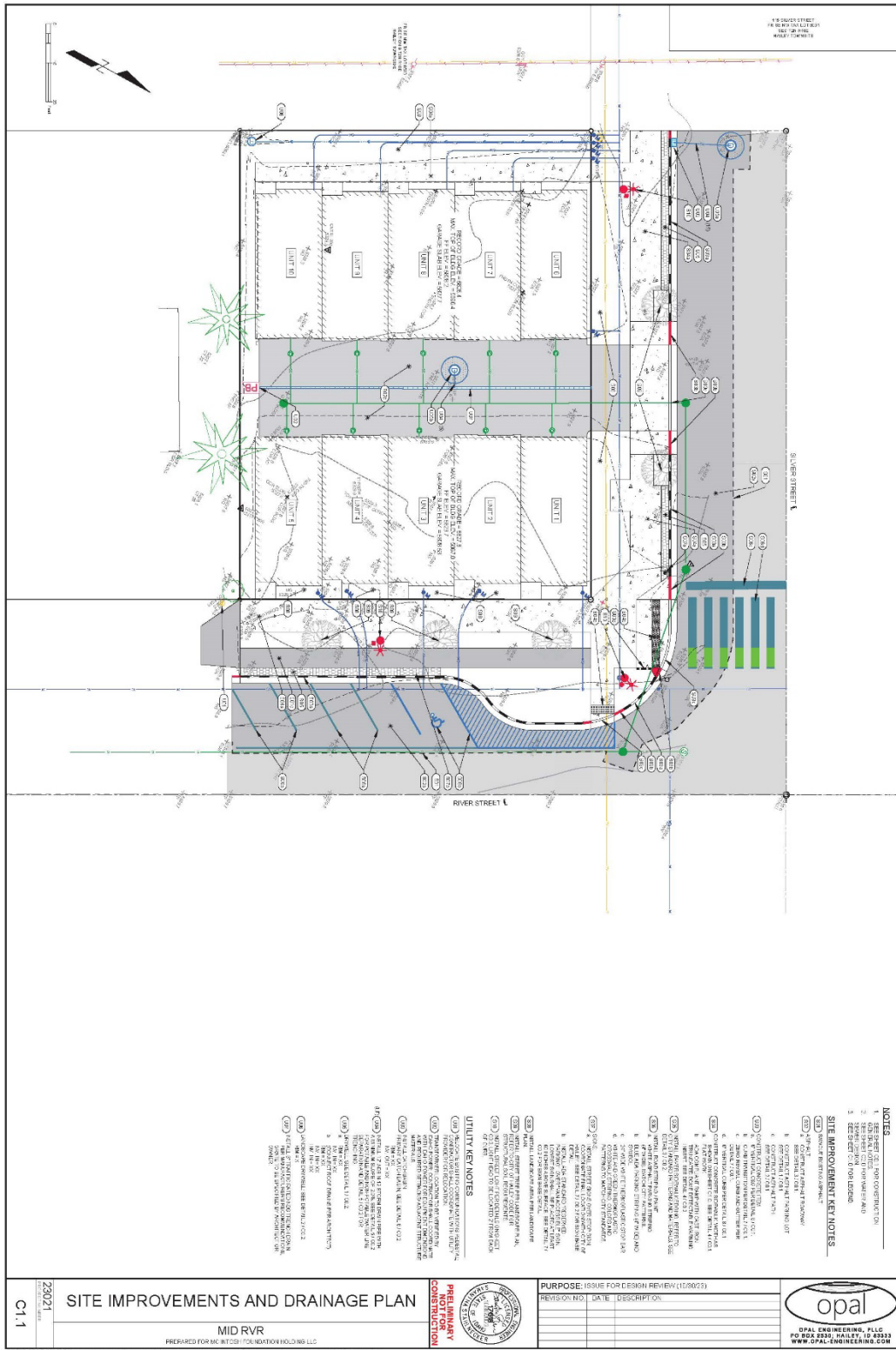
Exhibits

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



	<p>DETAIL SHEET</p> <p>MID RVR PREPARED FOR: M&E CONSULTING ENGINEERS, LLC</p>	<p>PURPOSE: ISSUE FOR DESIGN REVIEW (105802)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">REVISION NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISION NO.	DATE	DESCRIPTION										<p>OPAL ENGINEERING, LLC PO BOX 8980, HAILEY, ID 83403 WWW.OPAL-ENGINEERING.COM</p>
REVISION NO.	DATE	DESCRIPTION													
<p>23021</p> <p>003</p>	<p>REUSE OF CONTENTS: These drawings or any parts thereof shall not be used in any project unless authorized in writing by Opal Engineering, LLC.</p>														





1/8" = 1'-0" (VERTICAL)
 1/4" = 1'-0" (HORIZONTAL)
 UNLESS OTHERWISE NOTED

SILVER STREET

RIVER STREET

- NOTES**
1. SEE SHEET 02-1 FOR CONTRACTOR
 2. SEE SHEET 02-2 FOR WATER MAIN
 3. SEE SHEET 02-3 FOR SEWER
 4. SEE SHEET 02-4 FOR STORM

SITE IMPROVEMENT KEY NOTES

- (1) 12" DIA. WATER MAIN
- (2) 12" DIA. SEWER MAIN
- (3) 18" DIA. STORM MAIN
- (4) 6" DIA. GAS MAIN
- (5) 4" DIA. ELECTRIC MAIN
- (6) 12" DIA. WATER MAIN
- (7) 12" DIA. SEWER MAIN
- (8) 18" DIA. STORM MAIN
- (9) 6" DIA. GAS MAIN
- (10) 4" DIA. ELECTRIC MAIN
- (11) 12" DIA. WATER MAIN
- (12) 12" DIA. SEWER MAIN
- (13) 18" DIA. STORM MAIN
- (14) 6" DIA. GAS MAIN
- (15) 4" DIA. ELECTRIC MAIN

UTILITY KEY NOTES

- (16) 12" DIA. WATER MAIN
- (17) 12" DIA. SEWER MAIN
- (18) 18" DIA. STORM MAIN
- (19) 6" DIA. GAS MAIN
- (20) 4" DIA. ELECTRIC MAIN
- (21) 12" DIA. WATER MAIN
- (22) 12" DIA. SEWER MAIN
- (23) 18" DIA. STORM MAIN
- (24) 6" DIA. GAS MAIN
- (25) 4" DIA. ELECTRIC MAIN



REVISION NO.	DATE	DESCRIPTION

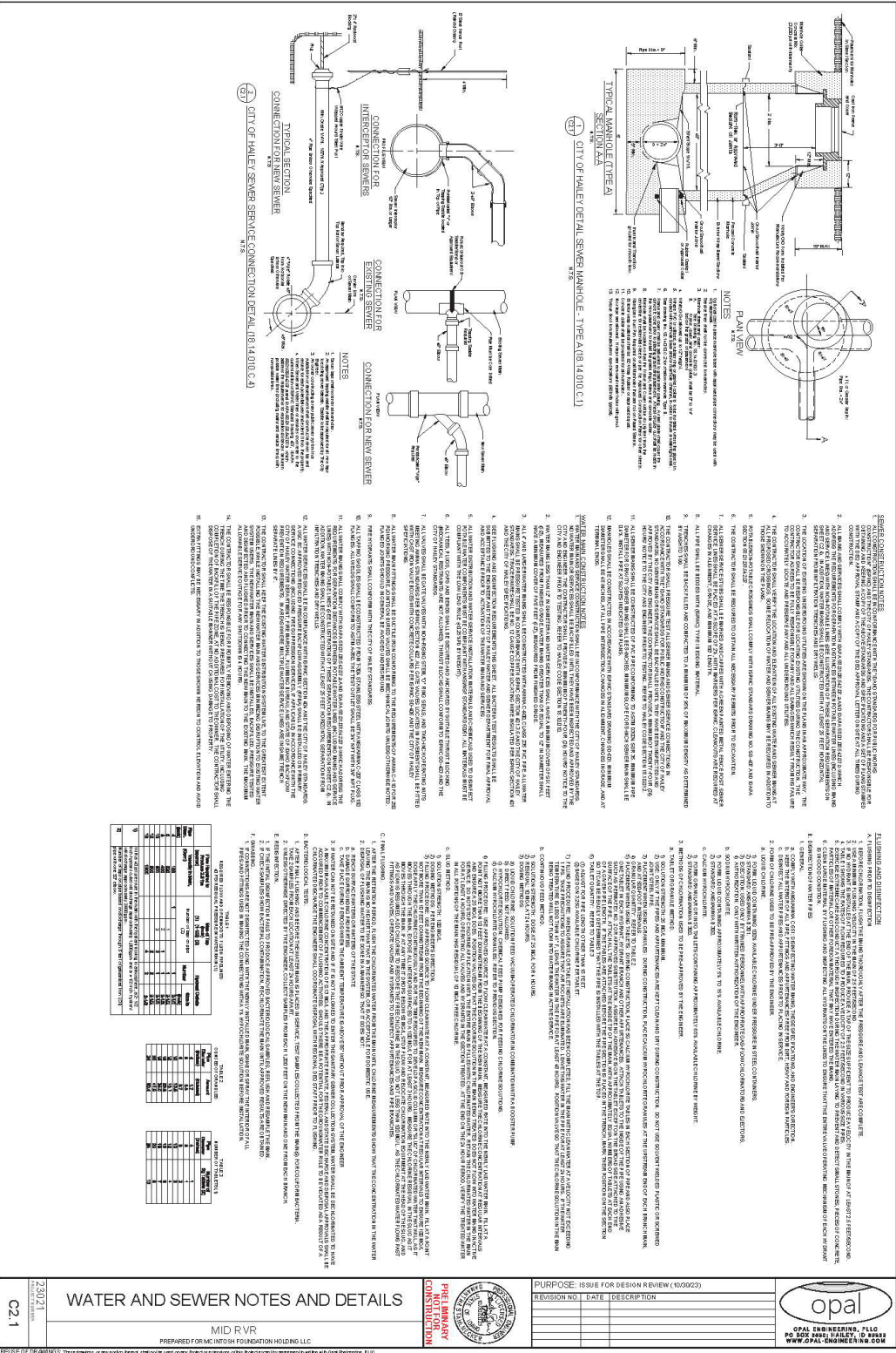


SITE IMPROVEMENTS AND DRAINAGE PLAN

MID RVR
 PREPARED FOR: MTC INVESTMENT HOLDING LLC

230221
 C1.1





REVISION NO.	DATE	DESCRIPTION

PURPOSE: ISSUE FOR DESIGN REVIEW (100923)

PRELIMINARY CONSTRUCTION

OPAL ENGINEERING, LLC
 900 FOX HOLE, HALEY, ID 83421
 WWW.OPAL-ENGINEERING.COM

WATER AND SEWER NOTES AND DETAILS

MID RVR
 PREPARED FOR: MID RIVER FOUNDATION HOLDING LLC

23021
 02.1

REUSE OF DRAWINGS: These drawings or any portion hereof, without the written consent of the author, shall not be used for any other project without the written consent of the author.

EXHIBIT B
SCHEDULE OF ELIGIBLE COSTS

Insert new submittal

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/21/2024

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:

On April 16, 2024 the board reviewed and approved Resolution 2024-008, 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.

As part of the approval, multiple amendments were made to the proposed language. Staff is bringing back the final amended reimbursement participation agreement for the Board to review all amendments and authorize signature.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

**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, which requires Participant to reconcile any unusual conditions costs with Idaho Power Company; 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**. If 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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 05/21/2024

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 \$4,121,337.00 at buildout. At the 2023 tax rate of .003745456, and assuming the increment value would be \$4,121,377.00, at completion, the project may generate approximately \$15,436.28 per year in tax increment revenues, of which, approximately \$11,577.21 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.

The applicant will be meeting with staff, prior to the meeting to review the cost estimate.

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 – MID RVR

**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**.

d. On a biannual basis, Agency shall disburse to Participant 75% 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 \$4,121,337.00. 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 \$15,436.28 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%) 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 15

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 15

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 CONTRACTORS SHALL BE COMPLIANT WITH THE MOST CURRENT EDITION OF THE IDAHO STANDARD PLAN PUBLIC GENERAL CONSTRUCTION CODE AND CITY OF HAILEY ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE IDAHO AND CITY OF HAILEY ORDINANCES ON SITE DURING 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 AND DEPTH OF ALL UTILITIES AND LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS TO EXCAVATE, LOCATE, AND REPAIR ALL UTILITIES AND LINES. CONTRACTOR SHALL OBTAIN PERMITS TO LOCATE ALL EXISTING UTILITIES AND LINES IN ACCORDANCE WITH THE CITY OF HAILEY ORDINANCES.
3. CONTRACTOR SHALL COORDINATE RELOCATION OF UTILITIES FACILITIES, NUMBER, SCALE, FINISH, TO 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.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THIS MAY INCLUDE RELOCATION PERMITS AND NATIONAL POLLUTANT CONTROL ACT PERMITS FROM THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY. PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION.
6. ALL EXISTING UTILITIES SHALL COMPLY TO SPECIFIC SECTION 201.
7. ALL EXCAVATION & REPAIRMENT SHALL COMPLY TO SPECIFIC SECTION 201. EXCAVATION SHALL BE EXCAVATED AND SHOWN TO THE GRADE AND REPAIRED TO THE ORIGINAL FINISH OR TO THE FINISH OF THE EXISTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO EXCAVATE AND REPAIR UTILITIES AND LINES. CONTRACTOR SHALL OBTAIN PERMITS TO EXCAVATE AND REPAIR UTILITIES AND LINES IN ACCORDANCE WITH THE CITY OF HAILEY ORDINANCES.
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SHEET INDEX

SYMBOL	DESCRIPTION
00.1	CIVIL GENERAL AND SPECIAL NOTES
00.2	GENERAL NOTES
00.3	GENERAL NOTES
00.4	GENERAL NOTES
00.5	GENERAL NOTES
00.6	GENERAL NOTES
00.7	GENERAL NOTES
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00.100	GENERAL NOTES

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.

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K.T.A.

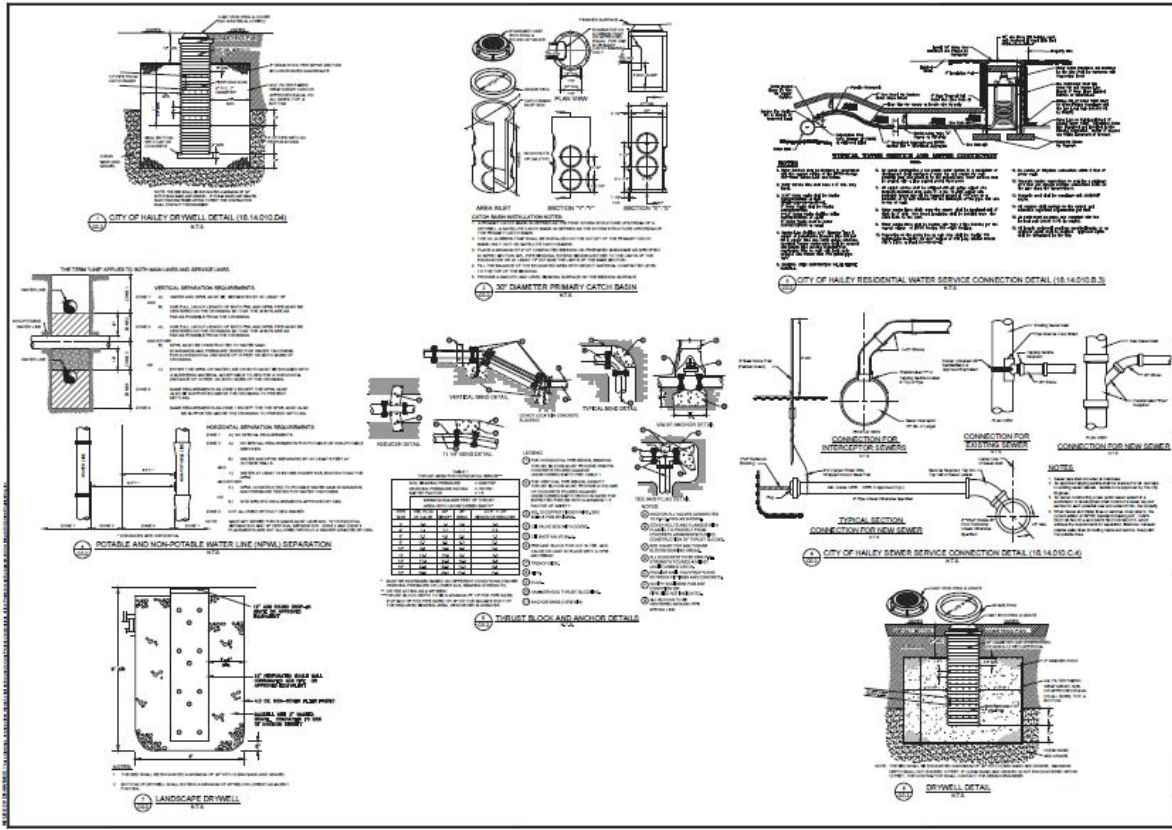
TYPICAL CONCRETE SLAB ON FOUNDATION
K.T.A.

COVER AND DETAIL SHEET
SPRUCE STREET DUPLEXES

DATE: 01/10/2022
DRAWN BY: J. GALENA
CHECKED BY: J. GALENA
SCALE: AS SHOWN

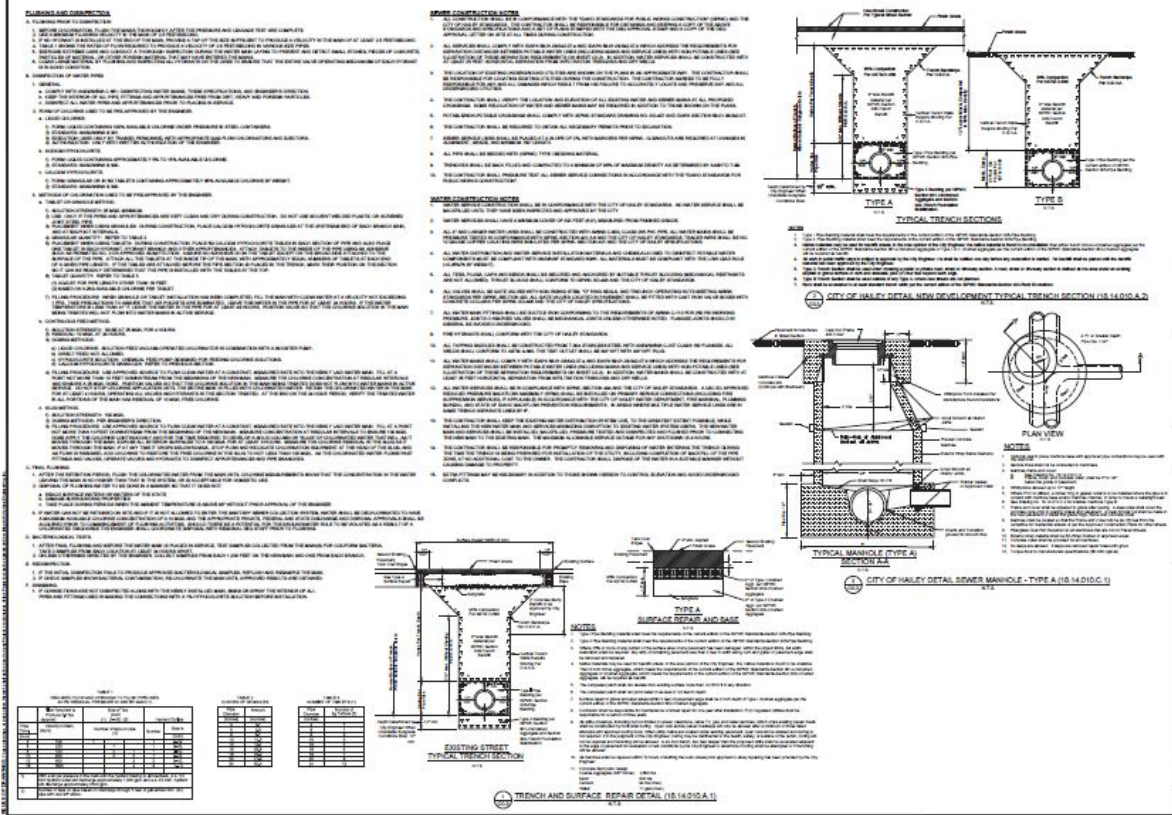
GALENA
ENGINEERING, INC.
1000 W. 10TH ST. SUITE 100
BOISE, IDAHO 83702
PHONE: 208.333.1111
WWW.GALENAENGINEERING.COM

PROJECT NO.: 2021-001
SHEET NO.: C0.1



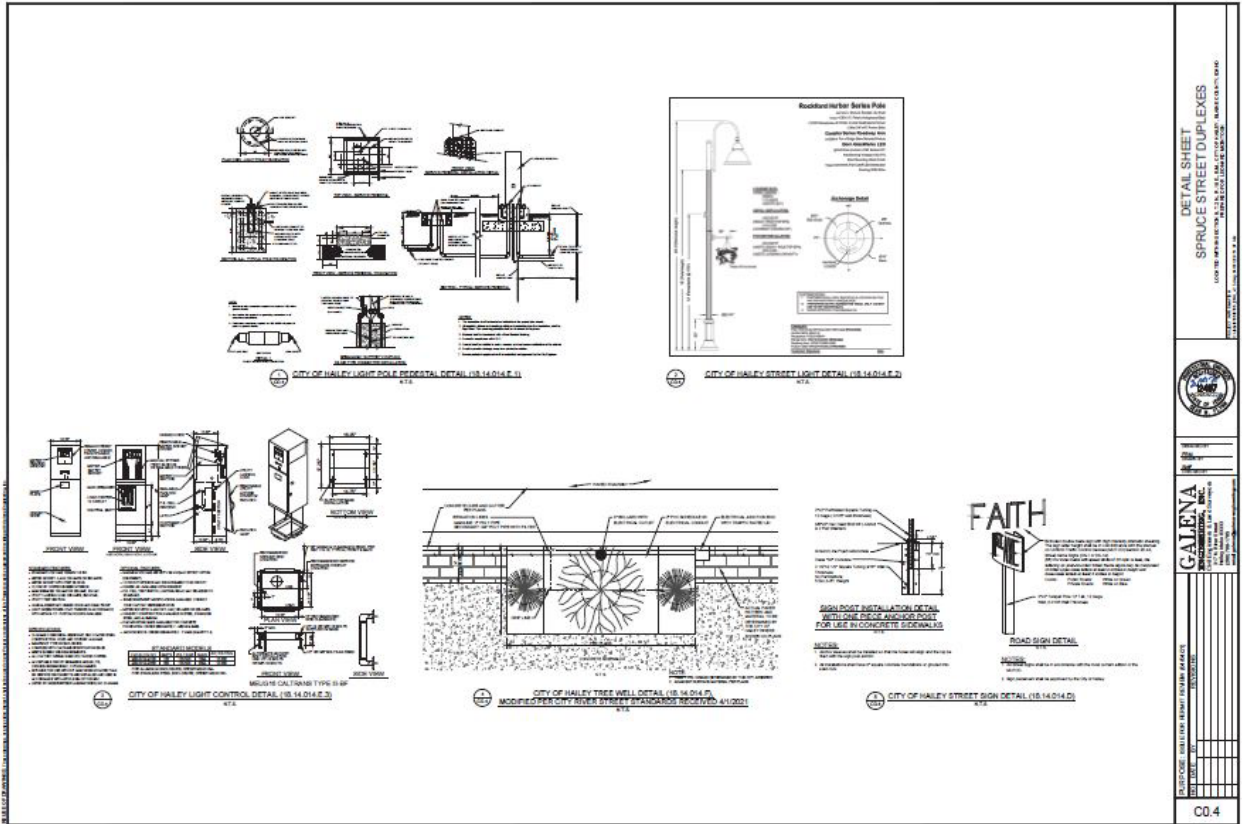
DETAIL SHEET
 SPRUCE STREET DUPLICATIONS
 C0.2

GALENA
 ENGINEERING & ARCHITECTURE, INC.
 1000 W. SPRUCE STREET, SUITE 100
 HALEY, IDAHO 83402
 (208) 765-1111
 www.galenainc.com



DETAIL SHEET
 SPRUCE STREET DUPLICATIONS
 C0.3

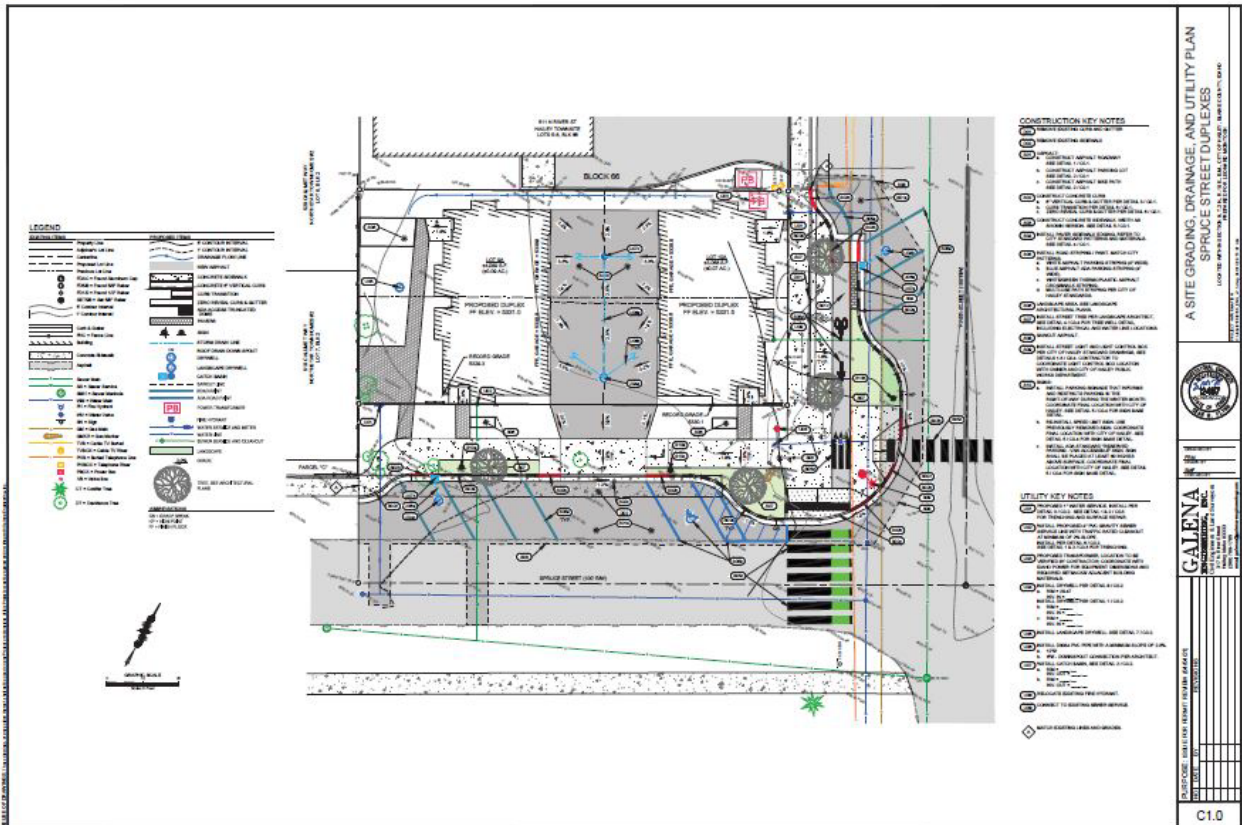
GALENA
 ENGINEERING & ARCHITECTURE, INC.
 1000 W. SPRUCE STREET, SUITE 100
 HALEY, IDAHO 83402
 (208) 765-1111
 www.galenainc.com



DETAIL SHEET
 SPRUCE STREET DUPLEXES
 LOCATION: 1000 W. SPRUCE STREET, HALEY, MONTANA
 PROJECT NO.: 2022-001



DESIGNED: MILLER BERRY DESIGN GROUP
 PREPARED: 10/2022
 CHECKED: 10/2022
 DATE PLOTTED: 10/2022
 SCALE: AS SHOWN
 SHEET NO.: C0.4



DESIGNED: MILLER BERRY DESIGN GROUP
 PREPARED: 10/2022
 CHECKED: 10/2022
 DATE PLOTTED: 10/2022
 SCALE: AS SHOWN
 SHEET NO.: C1.0

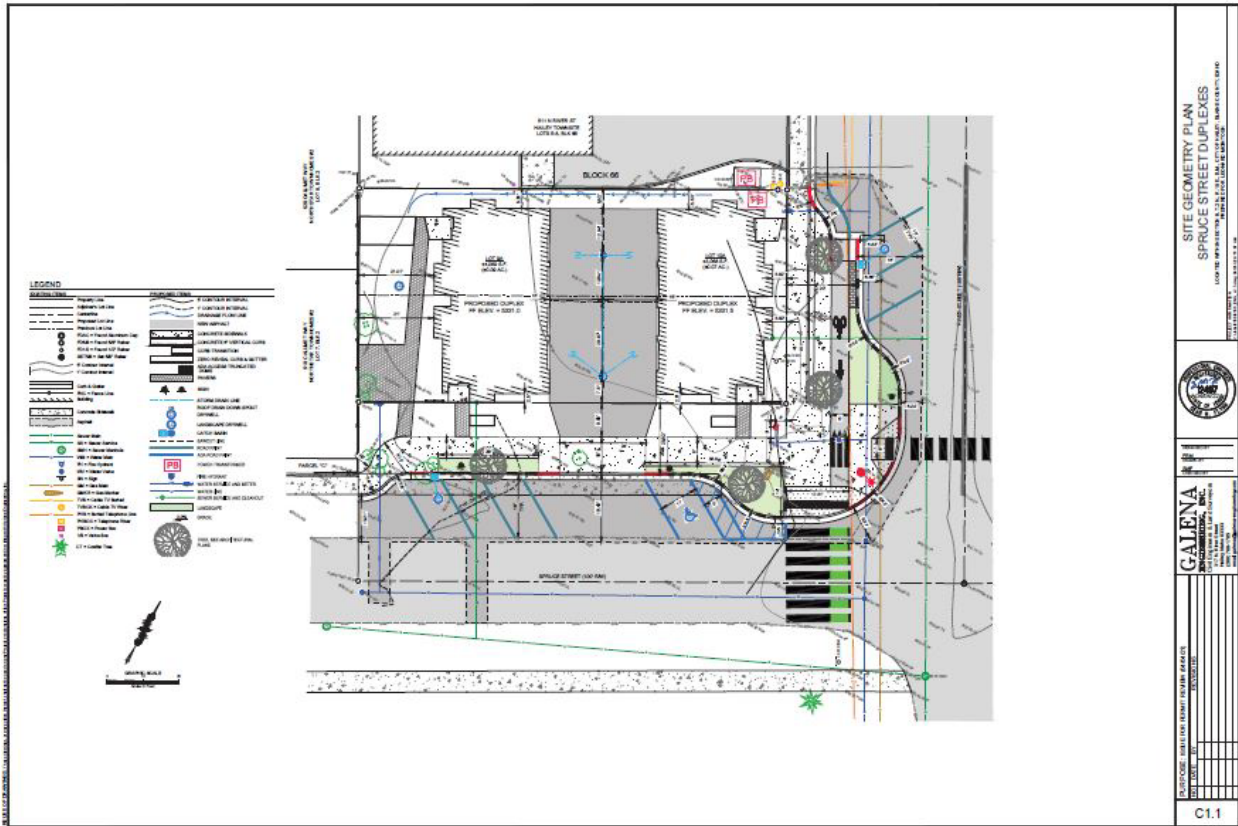


EXHIBIT B SCHEDULE OF ELIGIBLE COSTS

Silver River Apts - Halley, ID
Off-Site Improvements

Estimate Date: 4/11/2024	Qty	15%	U	Unit \$	Estimated Costs				Current Billing			Notes		
					Material	Labor	Subs	Other	Total	Previous	Current		Total	
General Conditions														
1.100 Project Manager	1			\$ 59.57		\$ 3,038.00				\$ 3,038.00				design, pricing, and tracking
1.700 Civil Engineering allow							\$ 8,691.00			\$ 8,691.00				project supervision
Total					\$ -	\$ 3,038.00	\$ 8,691.00			\$ 11,729.00				
Sitework within the Public ROW														
2.1 Cur and Prep Sidewalk /Curb	212		lf	\$ 248.00			\$ 52,776.00			\$ 52,776.00				
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							\$ 9,416.00			\$ 9,416.00				
3.0 New Curb and Gutter	112			\$ 315.00			\$ 35,280.00			\$ 35,280.00				
3.0 New Sidewalk	200			\$ 87.00			\$ 17,400.00			\$ 17,400.00				
16.1 Street Light							\$ 9540.00			\$ 9540.00				
16.1 Conduits/Outlets/Wiring							\$ 2,289.00			\$ 2,289.00				
16.1 transformer							\$ 7923.00			\$ 7923.00				
Sub-Total					\$ -	\$ 3,038	\$ 176,741.00	\$ -						
Sub-Total					\$ -	\$ -								
Sub-Total														
Off-Site Improvements														
Estimate Date: 2/27/2020	Estimated Costs				Current Billing									
	Qty	15%	U	Unit	Material	Labor	Subs	Others	Total	Previous	Current	Total		
Sub-total									\$ 176,741.00					
Contractor Fees Contingency									\$ 15,638.00					
									\$ -					
Total Estimated I&A Dollars														
									\$ 192,379.00				10% FEE	
									\$ 192,379.00					

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: 05/21/2024

District: Gateway District

STAFF: LH

SUBJECT: Staff Reports

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A) Committed Funds:

Active

Resolution	District	Applicant	Status	Amount Committed	Approximate Annual Payment
2019-002 / 2021-001	Gateway	Marriott Hotel	Active	\$369,623.00	\$10,559.14
2020-002	Gateway	Silver River	Active	\$216,267.50	\$4,082.00
2020-004	Gateway	Blaine Manor Senior	Active	\$55,260.73	\$9,968.44
2020-005	Gateway	Blaine Manor Family	Active	\$55,260.72	\$7,840.45
2022-002	Gateway	River Street Townhomes	Active	\$297,390.00	\$1,315.19
	Gateway	Spruce / River	Active	\$300,000.00	
					\$33,765.22

Pending RPA's

Resolution	District	Applicant	Status	Amount Committed	Approximate Annual Payment
2020-007	Gateway	Broyles, LLC	Pending Applicant	\$68,134.70	
2024-007	Gateway	MID River	Pending	\$281,542.39	
2024-008	Gateway	MID River - Power	Pending		
	Gateway	Spruce Street Duplexes	Pending		
2024-001	Gateway	River Lane	Pending		

Other expenses

In 2021, URA reimbursed City of Hailey \$14,740.00; in 2022 reimbursed \$9,245.00; and in 2023 reimbursed \$32,152.50 for staff time. The average of reimbursement for City Staff Time over last three years is \$18,712.50.

Potential Upcoming Projects

Proposed Project	Estimated Amount to be Requested
LHTAC Tree Wells	\$75,000.00
Other Misc Tree Wells	\$25,000.00
LHTAC Elec Underground?	\$600,000.00
LHTAC Street Light?	\$160,000.00
Carbonate / River Corner?	\$300,000.00
Bullion Curb & Gutter?	\$75,000.00
Well Head Park	TBD

B) Reimbursement Participation Agreement Tracking: See attached sheet.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

No Action Required.

ACTION OF THE HAILEY URBAN RENEWAL BOARD:

Date _____

Administrative Assistant _____

Tax Year		2023			2022		2021		2020		
Project Name	Amount Not to Exceed for project	Current Amount owed to applicant	Amount District Receives from Taxes paid	Amount owed for year	Amount paid to date for year	Amount owed for year	Amount paid to date for year	Amount owed for year	Amount paid to date for year	Amount owed for year	Amount paid to date for year
Blaine Manor Infrastructure	\$84,600.00	\$84,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,600.00	\$84,600.00
Marriott	\$369,623.00	\$331,126.07	\$21,118.28	\$10,559.14	\$5,279.57	\$19,496.64	\$9,748.32	\$23,469.04	\$11,734.52	\$0.00	\$0.00
Silver River Apartments	\$216,267.50	\$202,452.50	\$8,164.00	\$4,082.00	\$4,082.00	\$6,065.04	\$6,065.04	\$3,667.96	\$3,667.96	\$0.00	\$0.00
Blaine Manor Family	\$55,260.72	\$51,340.50		\$0.00		\$7,840.45		\$0.00	\$0.00	\$0.00	\$0.00
Blaine Manor Senior	\$55,260.73	\$50,276.51		\$0.00		\$9,968.44	\$4,984.22	\$0.00	\$0.00	\$0.00	\$0.00
River Street Townhomes	\$297,390.00	\$297,390.00	\$2,630.37	\$1,315.19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Return to Agenda