

**Hailey Urban Renewal Agency  
Hailey City Hall  
115 Main Street S  
Council Chambers – upstairs AND via GoToMeeting  
Tuesday, May 3, 2022  
11:00 AM**

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/156149565>

**Via Teleconference:** United States: [+1 \(408\) 650-3123](tel:+14086503123) **Access Code:** 156-149-565

**Via One-Touch Teleconference:** United States: [+1 \(408\) 650-3123](tel:+14086503123)

**AGENDA**

**Email:** Public comments may be shared with the Agency Board via email to Lisa Horowitz, [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org). Emails or other written testimony must be **received no later than 5:00 p.m. on Monday, May 2, 2022.**

If there are any questions, contact Lisa Horowitz at [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org) or (208) 788-4221 x 1520.

<b>Chair:</b>	Larry Schwartz
<b>Vice Chair:</b>	Sandi Viau
<b>Treasurer</b>	Becky Stokes
<b>Board Members</b>	Walt Denekas, Martha Burke, Bob Brand
<b>Staff Support:</b>	Lisa Horowitz, Community Development Director

1. **CALL TO ORDER 11:00 am**
  
2. **CONSENT AGENDA ..... ACTION ITEM**
  - a) Approval of Bills unpaid since April 5, 2022 and approval of bills related to River Street Improvements ..... **ACTION ITEM**
  
3. **New Business:**
  - a) Consideration of Resolution 2022-002, a resolution adopting the River Street Townhomes Reimbursement Partnership Agreement ..... **ACTION ITEM**
  
4. **Adjourn**

**Return to Agenda**

**ELAM & BURKE**  
ATTORNEYS AT LAW

251 East Front Street, Suite 300  
Post Office Box 1539  
Boise, Idaho 83701  
Telephone 208 343-5454  
Fax 208 384-5844

Tax Id No. 82-0451327

*Only \$550.00 is due. The \$395.00 was paid with check# 1183.*

RE: Airport Way

CLIENT/MATTER: 00887-00002  
FEBRUARY 28, 2022  
Invoice # 194908

COSTS ADVANCED

TOTAL COSTS ADVANCED	.00
INVOICE TOTAL	395.00
BALANCE FORWARD	550.00
BALANCE DUE	945.00

251 East Front Street, Suite 300  
Post Office Box 1539  
Boise, Idaho 83701  
Telephone 208 343-5454  
Fax 208 384-5844

Tax Id No. 82-0451327

*Only \$125.00 is due for March invoice.*

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

MARCH 31, 2022

Invoice # 195346

Billing Atty - MSC

RE: General

CLIENT/MATTER: 00887-00001

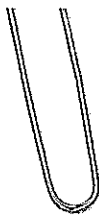
MARCH 31, 2022

Invoice # 195346

\*\*\* INVOICE SUMMARY PAGE \*\*\*

PROFESSIONAL FEES	125.00
COSTS ADVANCED	.00
TOTAL INVOICE	125.00

RECEIVED  
APR 06 2022



# Express

PUBLISHING, INC.

Per \_\_\_\_\_  
APR 06 2022

IDAHO MOUNTAIN EXPRESS • SUN VALLEY GUIDE • REAL ESTATE GUIDE  
P.O. BOX 1013 • KETCHUM IDAHO 83340-1013 • 208 726 8060

RECEIVED

## STATEMENT

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

ACCT. NO.      DATE:  
10002437      3/31/2022

DATE	TYPE	ORDER #	PUBLICATION	AD TYPE	SIZE	DESCRIPTION	AMOUNT
02/28/22	BBF					Balance Brought Forward	1,568.07
03/23/22	CSH					Payment	-1,519.31
03/02/22	INV	12643661	Idaho Mountain Express	Classified	8.12 In.	City of Hailey Employment Openings: Admini	191.41
03/02/22	INV	12644666	Idaho Mountain Express	Class Display	2 X 4	Legal-Road & Bridge Annual Report	75.60
03/02/22	INV	12644667	Idaho Mountain Express	Class Display	1 X 9	Legal-3/21 P & Z	69.00
03/04/22	INV	12643661	Idaho Mountain Express	Classified	8.12 In.	City of Hailey Employment Openings: Admini	191.41
03/09/22	INV	12643661	Idaho Mountain Express	Classified	8.12 In.	City of Hailey Employment Openings: Admini	191.42
03/09/22	INV	12644871	Idaho Mountain Express	Class Display	1 X 6	Legal-3/28 City Council	41.40
03/09/22	INV	12644872	Idaho Mountain Express	Class Display	1 X 3	Legal-URS 2021 Report <i>VRA</i>	21.16
03/09/22	INV	12644873	Idaho Mountain Express	Class Display	1 X 13	Legal-4/11 City Council	96.60
03/09/22	INV	12644874	Idaho Mountain Express	Class Display	2 X 9	Legal- Lot Line 506 N. 1st	146.88
03/09/22	INV	12644875	Idaho Mountain Express	Class Display	2 X 9	Legal-Lot3 Line 648 N. 3rd	146.88
03/11/22	INV	12643661	Idaho Mountain Express	Classified	8.00 In.	City of Hailey Employment Openings: Admini	188.47
03/16/22	INV	12643661	Idaho Mountain Express	Classified	8.00 In.	City of Hailey Employment Openings: Admini	190.32
03/16/22	INV	12645157	Idaho Mountain Express	Class Display	1 X 9	Legal-4/4 P & Z	66.24
03/16/22	INV	12645158	Idaho Mountain Express	Class Display	1 X 7	Legal-4/4 Impact Fee Adv. Committee	52.44
03/30/22	INV	12645720	Idaho Mountain Express	Class Display	1 X 8	Legal-4/11 City Council	58.88
03/30/22	INV	12645721	Idaho Mountain Express	Class Display	1 X 8	Legal-4/18 P & Z	59.80
03/30/22	INV	12645722	Idaho Mountain Express	Class Display	3 X 5	Legal-Ordinance 1299	137.97
03/30/22	INV	12645723	Idaho Mountain Express	Class Display	3 X 9	Legal-Ordinance 1288	223.38

CURRENT	30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE
2,149.26	48.76	0.00	0.00	2,198.02

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

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

ACCT. NO.      DATE:  
10002437      3/31/2022

AMOUNT DUE:      \$2,198.02

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

AMOUNT ENCLOSED \$ \_\_\_\_\_

PAYMENT DUE BY: 4/15/2022

**Return to Agenda**

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 RIVER STREET 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, River Street Townhomes, LLC (the “Participant”) owns or controls certain real property located at 410 N River Street, Hailey, Idaho (the “Project Site”) which is more accurately depicted as Lots 14-17, Block 56, Hailey Townsite. The Project Site will be developed into 12 three-story single-family townhomes (the “Project”);

WHEREAS, as part of the Participant’s Project, Participant intends to make improvements to certain public infrastructure, including improvements to River Street; replacement of curb, gutter and sidewalk along River 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, 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 May 3, 2022, 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 \_\_\_\_\_, 2022.  
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on \_\_\_\_\_, 2022.

URBAN RENEWAL AGENCY OF HAILEY

By \_\_\_\_\_  
Chair

ATTEST:

By \_\_\_\_\_  
Secretary

**Exhibit A**  
**Reimbursement Participation Agreement**

**(River Street Townhomes, LLC)**

## **REIMBURSEMENT PARTICIPATION AGREEMENT (River Street 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 River Street 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 410 N. River Street, Hailey, Idaho (the “Project Site”) which is more accurately described as Lots 14-17, Block 56, Hailey Townsite, Blaine County, Idaho. The Project Site will be developed into 12 three-story single-family townhomes (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; replacement of curb, gutter and sidewalk along River Street adjacent to the Project Site; streetscape improvements; lighting improvements; sewer and water system improvements; and storm drainage improvements (the “Improvement Project”). The Improvement Project is more accurately depicted on attached **Exhibit A**.

C. The Participant’s Project and the Improvement Project are located within the Urban Renewal Plan for the Gateway District Urban Renewal Project (the “Plan”) area (hereinafter referred to as the “Gateway District”). 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 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 the Reimbursement Participation 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 depicted on **Exhibit A**, with cost estimates for eligible items described in the Schedule of Eligible Costs in **Exhibit B** (“Estimated Eligible Costs”). 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** is an estimate 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 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, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, Agency’s payment obligations under this Agreement may be terminated in Agency’s sole discretion.

Within fifteen (15) calendar 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. Agency shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **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 three (3) business days explaining why Participant believes Agency’s calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

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

**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 the Project.

c. Actual Eligible Costs shall not exceed \$297,390 **WITH NO INTEREST**. Actual Eligible Costs may include certain soft costs (e.g., landscape, architectural and engineering design).

d. Agency shall disburse to Participant 50% of the revenue allocation (tax increment) proceeds Agency receives from the Project Site until the Actual Eligible Costs are fully reimbursed, or December 31, 2033, whichever is earlier. The Reimbursement Period will commence the calendar year in which the requirements set forth in Section 6(b) are met. The biannual payments are due to Participant within thirty (30) days of receipt of revenue allocation proceeds from the Project Site by Agency.

e. 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, whichever occurs first, any further obligation of the Agency is terminated, and Participant shall have no right for any payments beyond that period. Participant has provided the Agency with an estimated assessed value of the Participant's Project of approximately \$5,000,000. Based on the applicable 2021 levy rates overlapping the Gateway District totaling .005471273, and following the full assessed value being placed on the tax rolls as increment, the estimated total annual revenue to the Agency from the Project is \$27,356.37. 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 represents redevelopment of the Project Site shall result in sufficient increases to its assessed value to allow Agency to reimburse Participant during the reimbursement period. If the Reimbursement Obligation is not fully reimbursed within the reimbursement period, and as may be further limited by the Termination Date of the Plan, on December 31, 2033, whichever occurs first, the Agency will not be obligated to make any additional payments.

**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 Project. Agency's payment obligations hereunder shall not constitute a general obligation or debt of Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the fifty (50%) percent of the revenue allocation funds generated by the 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 September 1, 2022, 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 the Project and shall complete construction of the 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 the Project. If Participant fails to complete construction of the Improvement Project within twenty-six (26) months of Participant's receipt of a building permit from the City for the 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.** 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.** This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of Agency, at Agency's sole discretion and cannot be reasonably denied.

**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 A. Cablik  
River Street Townhomes, LLC  
1450 W. Bannock Street  
Boise, Idaho 83702  
678.858.6757  
[kevincablik@gmail.com](mailto: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](mailto: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. 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.

**18. 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.

**19. 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.

**20. 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.

[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:**

River Street Townhomes, LLC

\_\_\_\_\_  
Kevin A. Cablik, [Title]

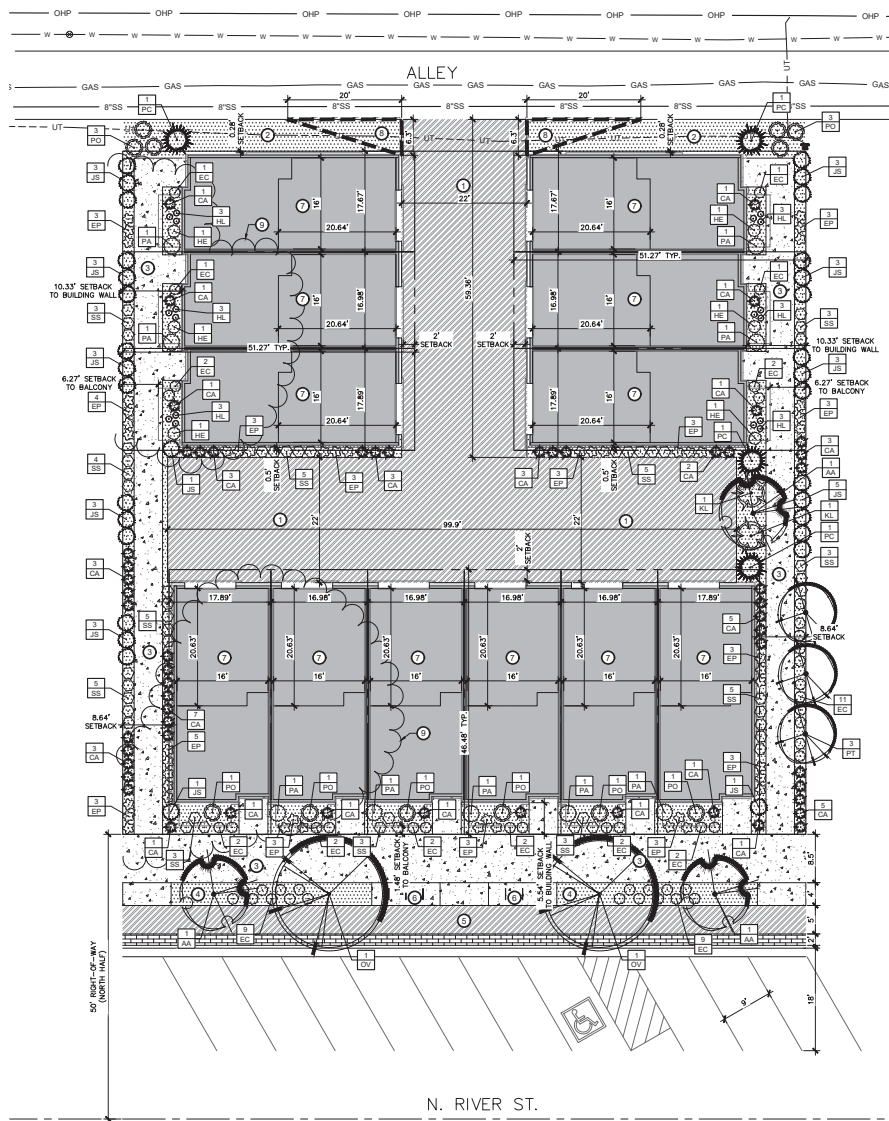
Date \_\_\_\_\_

Exhibits

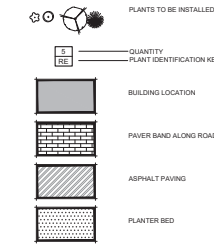
- A: Participant's Project and Improvement Project
- B: Schedule of Eligible Costs

EXHIBIT A  
PARTICIPANT'S PROJECT AND  
IMPROVEMENT PROJECT

Redevelopment of the Project Site located at 410 N. River Street, Hailey, Idaho.



**LANDSCAPE LEGEND**



**CALLOUT NOTES**

- PROPOSED SHARED ACCESS DRIVE
- PROPOSED TRASH CART PICKUP LOCATION
- PROPOSED CONCRETE SIDEWALK
- PROPOSED PLANTER STRIP
- PROPOSED ASPHALT BIKE LANE
- PROPOSED BIKE RACKS (B)
- TOWNSHIP UNIT
- VISION TRIANGLE
- EXISTING ON-SITE VEGETATION TO BE REMOVED (WEEDS AND VOLUNTARY TREES SHOWN OF NO LANDSCAPE VALUE)

**PLANT SCHEDULE**

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
<b>DECIDUOUS TREES</b>					
3	AA	Acer rubrum 'Armstrong Gold'	Armstrong Gold Red Maple	2'5" CAL. B&B	Class II - 35H x 12W
2	OV	Ostrya virginiana	American Hophornbeam	2'5" CAL. B&B	Class II - 40H x 20W
3	PT	Populus tremula 'Erecta'	Common Weeping Aspen	2'5" CAL. B&B	Class II - 40H x 10W
<b>CONIFEROUS TREES</b>					
4	PC	Picea abies 'Cupressina'	Columnar Norway Spruce	6'7" HGT. B&B	20H x 6W
32	JS	Juniperus scopulorum 'Blue Arrow'	Blue Arrow Juniper	6'7" HGT. B&B	15H x 3W
<b>SHRUBS/PERENNIALS/ORNAMENTAL GRASSES</b>					
55	CA	Calluna vulgaris 'Santini's El Dorado'	El Dorado Feather Reed Grass	#2	4H x 2W
53	EC	Erica carnea 'Springwood White'	Springwood White Winter Heather	#1	1H x 2W
48	EP	Echinacea purpurea 'Kiss Kiss High'	Kiss Kiss High Purple Coneflower	#1	1.5H x 1.5W
6	HE	Hosta sabbatiana 'Elegant'	Elegant Hosta	#1	2H x 3W
18	HL	Heuchera 'Lime Rickey'	Lime Rickey Coral Bells	#1	1H x 1W
2	KL	Kalmia latifolia 'Olympic Fire'	Olympic Fire Mountain Laurel	#5	5H x 5W
9	PA	Poa annua 'Lime Green'	Lime Green Norway Spruce	#5	2H x 3W
12	PO	Physocarpus opulifolius 'Donna May'	Lime Devil Ninebark	#5	3H x 3W
47	SA	Salix sylvatica 'May Night'	May Night Salvia	#1	1.5H x 1.5W

**LANDSCAPE NOTES:**

- CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK. PRIOR TO BEGINNING WORK.
- NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE LANDSCAPE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CAN NOT BE OBTAINED.
- COORDINATE ALL WORK WITH ALL OTHER SITE RELATED DEVELOPMENT DRAWINGS.
- COORDINATE WORK SCHEDULE AND OBSERVATIONS WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START-UP.
- ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
- IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
- ALL PLANTING BEES SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY THE OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- FINISH GRADES SHALL PROVIDE A SMOOTH TRANSITION WITH ADJACENT SURFACES AND ENSURE POSITIVE DRAINAGE IN ACCORDANCE WITH THE SITE GRADING PLAN.
- AMEND EXISTING APPROVED TOPSOIL AT A RATIO OF THREE CUBIC YARDS OF APPROVED COMPOST PER 1000 SQUARE FEET. ROTO-TILL ORGANIC MATTER A MINIMUM OF 18 INCHES INTO TOPSOIL.
- FERTILIZE ALL TREES AND SHRUBS WITH AGRIFORM PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS.
- ALL PLANTING BEES SHALL HAVE A MINIMUM 18" DEPTH OF TOPSOIL. SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW ADJACENT SURFACES OF PLANTER BED AREAS.
- REUSE EXISTING TOPSOIL STOCKPILES ON THE SITE. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. VERIFY STABILITY AND CONDITION OF TOPSOIL AS A GROWING MEDIUM. PERFORM SOIL TEST ANALYSIS AND PROVIDE ADDITIONAL AMENDMENT AS DETERMINED BY SOIL TESTS. TOPSOIL SHALL BE A LOOSE, FINELY SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOODUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND HAVE A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTOR IS RESPONSIBLE TO EITHER:
  - A) PROVIDE APPROVED IMPORTED TOPSOIL, OR
  - B) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY THE LANDSCAPE ARCHITECT.
- IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, ENSURE IT IS FERTILE, FRAGILE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMP, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
  - A) OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THOSE FOUND ON THE PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT A DEPTH OF NOT LESS THAN 4 INCHES.
  - B) REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, TOXICITY, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE OWNERS REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION, ACIDITY/ALKALINITY RANGE - PH 5.5 TO 7.5.
- IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
- SEWAGE BEES AND OTHER STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
- IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

**IRRIGATION NOTES:**

- ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDRIZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
- PLANTER BED AREAS ARE TO HAVE SEPARATE HYDRIZONES, BASED ON EXPOSURE.
- PLANTER BEDS ARE TO HAVE DRO IRRIGATION SYSTEM.
- ELECTRONIC WATER DISTRIBUTION TRAINING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
  - a. PRECISE INDIVIDUAL STATION TRIMMS
  - b. RUN TIME CAPABILITY FOR EXTREMES IN PRECIPITATION RATES
  - c. AT LEAST ONE PROGRAM FOR EACH HYDRIZONE
  - d. SUFFICIENT MILE TRIPLE CYCLES TO AVOID WATER RUNOFF
  - e. POWER FAILURE BACKUP FOR ALL PROGRAMMED INDIVIDUAL VALVED WATERING STATIONS
- WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRIZONES
- INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRIZONES.



**RIVER STREET TOWNHOMES**

410 N. RIVER ST., HAILEY, ID 83333  
RE+P JOB # 21066

08.13.2021

# EXHIBIT B SCHEDULE OF ELIGIBLE COSTS

<b>CSDI</b> Construction, Inc.		ESTIMATE WORKSHEET						
		Project Description: River Street Townhomes located at 410 N. River Street in Halley Idaho. Scopes of work included: all work associated with in the City Right of Way Scope.						
Project: River Street Townhomes		Estimator: Damon Harper	Bid Date: 03/15/22					
Location: 410 N. River St. Halley, ID 83333		Project Duration Calendar days: 64	Bid Time: 1:00PM					
Architect: Pivot North Architecture			Run Date: 04/12/22					
Owner: CK Property Group, LLC			Addenda: 0					
CHANGE	Spec. Systems/Component	Notes	Sub/Supplier	Unit	Cost	Total	Total	
<b>GENERAL CONDITIONS:</b>								
	01303	Field Labor		40	HR	35.00	1,400	
	01206	Temporary Site Facilities		64	DAY	139.84	8,960	
	01203	Office Supplies/Mail/Delivery		1	LS	755.00	755	
	01500	Protection & Handling				-	-	
	01214	Temporary Construction Facilities		64	DAY	54.68	3,500	
	01215	Adverse Weather Protection	Not Included	0	LS	-	-	
	01305	Accounting/Project Coord		22	HR	113.64	2,500	
	01600	Engineering / Consultants				-	-	
	01604	Plan Copies		4	EA	100.00	400	
	01101	Fees				-	-	
	<b>Subtotal General Conditions</b>						<b>17,504</b>	
							<b>7%</b>	
<b>TRAVEL / PER DIEM</b>								
	01306	Travel Expense/Per Diem	Lodging per IRS Blaine County	Superintendent Travel	64	DAY	108.00	5,912
	<b>Subtotal Travel / Per Diem</b>						<b>6,912</b>	
							<b>3%</b>	
<b>UTILITIES</b>								
	01207	Temporary Utilities		Temp Site Power	64	DAY	36.70	2,349
	<b>Subtotal Utilities</b>						<b>2,349</b>	
							<b>1%</b>	
<b>CLEANING &amp; WASTE MANAGEMENT</b>								
	01701	Waste Management & Disposal			1	EA	795	795
	<b>Subtotal Dumpster/Debris Hauling</b>						<b>795</b>	
							<b>0%</b>	
<b>CLEANING</b>								
	01702	Cleaning		Street Cleaning	1	EA	500	500
	01704	Final Cleaning					-	
	<b>Subtotal Clean UP / Debris Removal</b>						<b>500</b>	
							<b>0%</b>	
<b>SAFETY</b>								
	18000	Safety/Security				0	-	
	<b>Subtotal Safety</b>						<b>-</b>	
							<b>0%</b>	
<b>SUPERVISION</b>								
	01301	Superintendent		CSDI	64.00	DAY	244	15,596
	01401	Project Manager		CSDI	21	DAY	301	6,323
	01402	Project Executive		CSDI	7	DAY	365	2,555
	<b>Subtotal Supervision</b>						<b>24,473</b>	
							<b>19%</b>	
							<b>10%</b>	
<b>DIVISION 01 - ENGINEERING</b>								
	01550	Traffic Control		Skyline Excavation and Grading	1	LS	3,800	3,800
	01600	Surveying		Galena Engineering, INC	1	LS	12,190	12,190
		Civil Engineering Costs		Galena Engineering, INC	1	LS	10,000	10,000
		Landscape Design Costs		Rodery Evans and Partners	1	LS	2,000	2,000
		Idaho Power Engineering / Design	ALLOWANCE	Idaho Power	1	LS	25,000	25,000
		Geotechnical Engineering		Atlas			-	
	<b>Division Subtotal</b>						<b>52,990</b>	
							<b>21%</b>	
<b>DIVISION 02 - SITE CONSTRUCTION</b>								
	02190	Site Earthwork - Excavation & Fill		Skyline Excavation and Grading			-	
		Mobilization to Site		Skyline Excavation and Grading	1	LS	4,388.00	4,388
		Sawcut Asphalt Along River Street		Skyline Excavation and Grading	141	LF	3.95	557
		Remove Asphalt Along River Street		Skyline Excavation and Grading	2,358	SF	1.75	4,127
		Remove Curb, Gutter and Sidewalk Along River Street		Skyline Excavation and Grading	12	CY	30.00	360
		Prep for Paver w/Base		Skyline Excavation and Grading	360	SF	7.93	2,855
		Prep for Asphalt	235 Ton	Skyline Excavation and Grading	2,501	SF	4.74	11,855
		Prep Curb and Gutter w/ Base		Skyline Excavation and Grading	122	LF	20.00	2,440
		Prep sidewalk w/ Base		Skyline Excavation and Grading	2,125	SF	3.41	7,245

CHANGE		Spec.	Systems/Component	Notes	Sub/Supplier	Unit	Cost	Total	Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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<table border="1"> <tr> <td>02370</td> <td>Erosion &amp; Sedimentation Controls</td> <td></td> <td></td> <td></td> <td>SYMANN</td> <td>1</td> <td>LS</td> <td>2,800.00</td> <td>2,800</td> </tr> <tr> <td></td> <td>Concrete Washout, Trackout, Inlet Protection</td> <td></td> <td></td> <td></td> <td>Skyline Excavation and Grading</td> <td>1</td> <td>LS</td> <td>4,269.00</td> <td>4,269</td> </tr> <tr> <td>02500</td> <td>Site Electrical Services</td> <td></td> <td></td> <td></td> <td>Idaho Electrical Service, Inc.</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td></td> <td>City of Halley Street Lights ( New Spec )</td> <td></td> <td></td> <td></td> <td>Idaho Electrical Service, Inc.</td> <td>2</td> <td>EA</td> <td>7,560</td> <td>15,120</td> </tr> <tr> <td></td> <td>Outlet Bollards ( City of Halley Spec )</td> <td></td> <td></td> <td></td> <td>Idaho Electrical Service, Inc.</td> <td>4</td> <td>EA</td> <td>1,150</td> <td>4,600</td> </tr> <tr> <td></td> <td>Photo-Cell Control w/ Relay</td> <td></td> <td></td> <td></td> <td>Idaho Electrical Service, Inc.</td> <td>1</td> <td>EA</td> <td>450</td> <td>450</td> </tr> <tr> <td></td> <td>Pipe and Wire for Bollards and Lighting</td> <td></td> <td></td> <td></td> <td>Idaho Electrical Service, Inc.</td> <td>6</td> <td>EA</td> <td>1,083</td> <td>6,498</td> </tr> <tr> <td></td> <td>Idaho Power</td> <td></td> <td></td> <td></td> <td>Idaho Power</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>02550</td> <td>Asphalt Pavement</td> <td></td> <td></td> <td></td> <td>Idaho Materials &amp; Construction</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td></td> <td>Asphalt - Placement on River Street ROW</td> <td>2501 sf</td> <td></td> <td></td> <td>Idaho Materials &amp; Construction</td> <td>2,246</td> <td>SF</td> <td>3.50</td> <td>7,861</td> </tr> <tr> <td></td> <td>Asphalt - Placement at Utility connection in Alley</td> <td></td> <td></td> <td></td> <td>Idaho Materials &amp; Construction</td> <td>255</td> <td>SF</td> <td>3.50</td> <td>893</td> </tr> <tr> <td></td> <td>Density Testing</td> <td></td> <td></td> <td></td> <td>Idaho Materials &amp; Construction</td> <td>1</td> <td>LS</td> <td>1,725.00</td> <td>1,725</td> </tr> <tr> <td></td> <td>Traffic Control</td> <td></td> <td>Included in 01550</td> <td></td> <td>Skyline Excavation and Grading</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td>02517</td> <td>Water Service</td> <td></td> <td></td> <td></td> <td>Skyline Excavation and Grading</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td></td> <td>Water Main in Alley to Property</td> <td></td> <td>Includes Slurry</td> <td></td> <td>Skyline Excavation and Grading</td> <td>21.00</td> <td>LF</td> <td>102.00</td> <td>2,142</td> </tr> <tr> <td>02535</td> <td>Sanitary Sewer</td> <td></td> <td></td> <td></td> <td>Skyline Excavation and Grading</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td></td> <td>Sewer Main in Alley to Property</td> <td>8" Main</td> <td></td> <td></td> <td>Skyline Excavation and Grading</td> <td>12.0</td> <td>LF</td> <td>112.00</td> <td>1,344</td> </tr> <tr> <td>02530</td> <td>Storm Drainage</td> <td></td> <td></td> <td></td> <td>Skyline Excavation and Grading</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td></td> <td>Furnish and Install Catch Basins (1 EA)</td> <td></td> <td></td> <td></td> <td>Skyline Excavation and Grading</td> <td>1</td> <td>EA</td> <td>2,018.00</td> <td>2,018</td> </tr> <tr> <td>02763</td> <td>Pavement Markings</td> <td></td> <td></td> <td></td> <td>Curtis Clean Sweep</td> <td>1</td> <td>LS</td> <td>1,000.00</td> <td>1,000</td> </tr> <tr> <td>02900</td> <td>Landscaping/Improvements</td> <td></td> <td></td> <td></td> <td>L&amp;J Sprouting</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td></td> <td>City Trees</td> <td></td> <td></td> <td></td> <td>L&amp;J Sprouting</td> <td>4</td> <td>EA</td> <td>1,250.00</td> <td>5,000</td> </tr> <tr> <td></td> <td>Landscaping along ROW</td> <td></td> <td></td> <td></td> <td>L&amp;J Sprouting</td> <td>860</td> <td>SF</td> <td>14.89</td> <td>12,805</td> </tr> <tr> <td></td> <td>Irrigation along ROW</td> <td></td> <td></td> <td></td> <td>L&amp;J Sprouting</td> <td>860</td> <td>SF</td> <td>4.45</td> <td>3,827</td> </tr> <tr> <td></td> <td>Pavers</td> <td></td> <td></td> <td></td> <td>All Season Landscaping</td> <td>360</td> <td>SF</td> <td>15.00</td> <td>5,400</td> </tr> <tr> <td></td> <td>Paver Edge Along Asphalt Edge</td> <td></td> <td></td> <td></td> <td>All Season Landscaping</td> <td>120</td> <td>SF</td> <td>7.00</td> <td>840</td> </tr> <tr> <td></td> <td>Topsoil</td> <td></td> <td></td> <td></td> <td>L&amp;J Sprouting</td> <td>860</td> <td>SF</td> <td>2.09</td> <td>1,797</td> </tr> <tr> <td colspan="8"><b>Division Subtotal</b></td> <td><b>29,029</b></td> <td><b>114,217</b></td> </tr> <tr> <td colspan="8"></td> <td></td> <td><b>45%</b></td> </tr> <tr> <td colspan="10"><b>DIVISION 03 - CONCRETE</b></td> </tr> <tr> <td>03310</td> <td>Exterior Concrete Flatwork</td> <td></td> <td>City ROW</td> <td></td> <td>Badger Concrete Construction, LLC</td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td></td> <td>6" Curb &amp; Gutter</td> <td></td> <td></td> <td></td> <td>Badger Concrete Construction, LLC</td> <td>122</td> <td>LF</td> <td>70.00</td> <td>8,540</td> </tr> <tr> <td></td> <td>Concrete Sidewalk</td> <td></td> <td></td> <td></td> <td>Badger Concrete Construction, LLC</td> <td>2,125</td> <td>SF</td> <td>8.00</td> <td>17,000</td> </tr> <tr> <td></td> <td>Mobilization</td> <td></td> <td></td> <td></td> <td>Badger Concrete Construction, LLC</td> <td>1</td> <td>LS</td> <td>8,960.00</td> <td>8,960</td> </tr> <tr> <td colspan="8"><b>Division Subtotal</b></td> <td><b>9,038</b></td> <td><b>34,500</b></td> </tr> <tr> <td colspan="8"></td> <td></td> <td><b>14%</b></td> </tr> <tr> <td colspan="6"><b>SUBTOTALS DIVISIONS 1-3</b></td> <td><b>2,248</b></td> <td><b>-</b></td> <td><b>37,067</b></td> <td><b>201,707</b></td> </tr> <tr> <td colspan="6"><b>SUBTOTAL GENERAL CONDITIONS &amp; DIVISIONS 2-3</b></td> <td></td> <td></td> <td></td> <td><b>254,240</b></td> </tr> <tr> <td colspan="6">LIABILITY INSURANCE</td> <td></td> <td></td> <td>1,240</td> <td>1,240</td> </tr> <tr> <td colspan="6">01106 Builders Risk Insurance</td> <td></td> <td></td> <td>0</td> <td>-</td> </tr> <tr> <td colspan="6">01101 BUILDING PERMITS</td> <td></td> <td></td> <td>-</td> <td>-</td> </tr> <tr> <td colspan="6">01101 THIRD PARTY INSPECTIONS</td> <td></td> <td></td> <td>-</td> <td>-</td> </tr> <tr> <td colspan="6">CONTRACTORS FEE</td> <td></td> <td></td> <td>14,889</td> <td>14,889</td> </tr> <tr> <td colspan="6"></td> <td></td> <td></td> <td>0</td> <td>-</td> </tr> <tr> <td colspan="6"></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td colspan="6"></td> <td></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td colspan="6">STATE SALES &amp; SERVICE TAX</td> <td></td> <td></td> <td>0</td> <td>-</td> </tr> <tr> <td colspan="6">LOCAL TAX DISTRICT</td> <td></td> <td></td> <td>0</td> <td>-</td> </tr> <tr> <td colspan="6"></td> <td></td> <td></td> <td>0</td> <td>-</td> </tr> <tr> <td colspan="6">01103 Bonding</td> <td></td> <td></td> <td>0</td> <td>-</td> </tr> <tr> <td colspan="6">01910 Owner Contingency</td> <td></td> <td></td> <td>27,035</td> <td>27,035</td> </tr> <tr> <td colspan="8"><b>BID AMOUNT SUBMITTED =</b></td> <td><b>297,390</b></td> <td></td> </tr> </table>										02370	Erosion & Sedimentation Controls				SYMANN	1	LS	2,800.00	2,800		Concrete Washout, Trackout, Inlet Protection				Skyline Excavation and Grading	1	LS	4,269.00	4,269	02500	Site Electrical Services				Idaho Electrical Service, Inc.				-		City of Halley Street Lights ( New Spec )				Idaho Electrical Service, Inc.	2	EA	7,560	15,120		Outlet Bollards ( City of Halley Spec )				Idaho Electrical Service, Inc.	4	EA	1,150	4,600		Photo-Cell Control w/ Relay				Idaho Electrical Service, Inc.	1	EA	450	450		Pipe and Wire for Bollards and Lighting				Idaho Electrical Service, Inc.	6	EA	1,083	6,498		Idaho Power				Idaho Power				-	02550	Asphalt Pavement				Idaho Materials & Construction				-		Asphalt - Placement on River Street ROW	2501 sf			Idaho Materials & Construction	2,246	SF	3.50	7,861		Asphalt - Placement at Utility connection in Alley				Idaho Materials & Construction	255	SF	3.50	893		Density Testing				Idaho Materials & Construction	1	LS	1,725.00	1,725		Traffic Control		Included in 01550		Skyline Excavation and Grading				-	02517	Water Service				Skyline Excavation and Grading				-		Water Main in Alley to Property		Includes Slurry		Skyline Excavation and Grading	21.00	LF	102.00	2,142	02535	Sanitary Sewer				Skyline Excavation and Grading				-		Sewer Main in Alley to Property	8" Main			Skyline Excavation and Grading	12.0	LF	112.00	1,344	02530	Storm Drainage				Skyline Excavation and Grading				-		Furnish and Install Catch Basins (1 EA)				Skyline Excavation and Grading	1	EA	2,018.00	2,018	02763	Pavement Markings				Curtis Clean Sweep	1	LS	1,000.00	1,000	02900	Landscaping/Improvements				L&J Sprouting				-		City Trees				L&J Sprouting	4	EA	1,250.00	5,000		Landscaping along ROW				L&J Sprouting	860	SF	14.89	12,805		Irrigation along ROW				L&J Sprouting	860	SF	4.45	3,827		Pavers				All Season Landscaping	360	SF	15.00	5,400		Paver Edge Along Asphalt Edge				All Season Landscaping	120	SF	7.00	840		Topsoil				L&J Sprouting	860	SF	2.09	1,797	<b>Division Subtotal</b>								<b>29,029</b>	<b>114,217</b>										<b>45%</b>	<b>DIVISION 03 - CONCRETE</b>										03310	Exterior Concrete Flatwork		City ROW		Badger Concrete Construction, LLC				-		6" Curb & Gutter				Badger Concrete Construction, LLC	122	LF	70.00	8,540		Concrete Sidewalk				Badger Concrete Construction, LLC	2,125	SF	8.00	17,000		Mobilization				Badger Concrete Construction, LLC	1	LS	8,960.00	8,960	<b>Division Subtotal</b>								<b>9,038</b>	<b>34,500</b>										<b>14%</b>	<b>SUBTOTALS DIVISIONS 1-3</b>						<b>2,248</b>	<b>-</b>	<b>37,067</b>	<b>201,707</b>	<b>SUBTOTAL GENERAL CONDITIONS &amp; DIVISIONS 2-3</b>									<b>254,240</b>	LIABILITY INSURANCE								1,240	1,240	01106 Builders Risk Insurance								0	-	01101 BUILDING PERMITS								-	-	01101 THIRD PARTY INSPECTIONS								-	-	CONTRACTORS FEE								14,889	14,889									0	-										-										-	STATE SALES & SERVICE TAX								0	-	LOCAL TAX DISTRICT								0	-									0	-	01103 Bonding								0	-	01910 Owner Contingency								27,035	27,035	<b>BID AMOUNT SUBMITTED =</b>								<b>297,390</b>	
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