

**Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via GoToMeeting
Tuesday, January 17, 2023
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. Emails or other written testimony must be **received no later than 5:00 p.m. on Monday, January 16, 2023.**

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

Chair:	Larry Schwartz
Vice Chair:	Sandi Viau
Treasurer	Becky Stokes
Board Members	Walt Denekas, Martha Burke, Bob Brand
Staff Support:	Lisa Horowitz, City Administrator

- 1. CALL TO ORDER 11:00 am**
- 2. CONSENT AGENDA ACTION ITEM**
 - a) Motion to approve bills since December 6, 2022..... **ACTION ITEM**
 - b) Motion to approve Meeting Minutes dated December 6, 2022..... **ACTION ITEM**
 - c) Motion to approve Resolution 2023-____, authorizing Chair to sign Silver River Residences Assignment of Reimbursement Participation Agreement. **ACTION ITEM**
- 3. New Business ACTION ITEM**
 - a) Consideration and adoption of Resolution 2023-____, for a Professional Services Agreement with GGLO design firm for a Downtown Strategic Plan for the HURA Gateway District.....**ACTION ITEM**
 - b) Consideration and adoption of Resolution 2023-____, for a Professional Services Agreement with Jacobs Design and Engineering firm for a transportation, traffic and parking support related to the Downtown Strategic Plan for the HURA Gateway District.....**ACTION ITEM**
- 4. Old Business:**
 - a) Review of Resolutions 19-004 and 2021-003 with regards to HURA financial commitments on River Street and the need for additional supplemental funding needed for LHTAC portions of River Street in the amount of \$44,272.99.....**ACTION ITEM**
 - b) Amended 2023 Calendar. (No action, approved at the December Hearing.)
- 5. Adjourn**

Balance Due: \$150.00

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

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

NOVEMBER 30, 2022

Invoice # 199391

Billing Atty - MSC

RE: General

CLIENT/MATTER: 00887-00001

NOVEMBER 30, 2022

Invoice # 199391

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

PROFESSIONAL FEES	150.00
COSTS ADVANCED	.00
TOTAL INVOICE	150.00

PAGE 3

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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

RE: General

CLIENT/MATTER: 00887-00001
NOVEMBER 30, 2022
Invoice # 199391

COSTS ADVANCED

TOTAL COSTS ADVANCED .00

INVOICE TOTAL 150.00

Balance Due: \$45.00

Ellen Mandeville, Epiphany Solutions
(208) 720-0178
PO Box 1551
Hailey, Idaho
83333

Billed To
City of Hailey
115 S Main Street
Hailey, Idaho
83333
United States

Date of Issue
12/06/2022

Due Date
02/01/2023

Invoice Number
119

Amount Due (USD)
\$2,340.00

Description	Rate	Qty	Line Total
Public Works admin October 31, 2022	\$45.00	1	\$45.00
Website Content Management October 31, 2022	\$45.00	4	\$180.00
Public Works admin November 1, 2022	\$45.00	1	\$45.00
Website Content Management November 1, 2022	\$45.00	3.5	\$157.50
Public Works admin Nov 2, 2022	\$45.00	1	\$45.00
Website Content Management November 2, 2022	\$45.00	3	\$135.00
Public Works admin November 3, 2022	\$45.00	1	\$45.00
Website Content Management November 3, 2022	\$45.00	2.5	\$112.50
Public Works admin November 7, 2022	\$45.00	1	\$45.00
Website Content Management November 7, 2022	\$45.00	2	\$90.00
Public Works admin November 8, 2022	\$45.00	0.5	\$22.50
Website Content Management	\$45.00	1.5	\$67.50

November 8, 2022

Public Works admin November 9, 2022	\$45.00	1.5	\$67.50
Public Works admin November 14, 2022	\$45.00	1.5	\$67.50
Public Works admin November 10, 2022	\$45.00	2	\$90.00
Website Content Management November 10, 2022 -- Admin	\$45.00	2	\$90.00
Public Works admin November 15, 2022	\$45.00	1.5	\$67.50
Website Content Management - Public Works November 15, 2022	\$45.00	0.5	\$22.50
Website Content Management - Admin November 15, 2022	\$45.00	1	\$45.00
Website Content Management - Admin November 16, 2022	\$45.00	2.5	\$112.50
Website Content Management - Admin November 17, 2022	\$45.00	1	\$45.00
Website Content Management - Public Works November 17, 2022	\$45.00	1	\$45.00
Website Content Management - Community Development November 17, 2022	\$45.00	1	\$45.00
Public Works admin November 18, 2022	\$45.00	1.5	\$67.50
Website Content Management - Admin November 18, 2022	\$45.00	1	\$45.00
URA November 21, 2022; Located annual report files: copied to SharePoint and renamed: prep for uploading to city website	\$45.00	1	\$45.00
Website Content Management - Community Development November 21, 2022	\$45.00	1	\$45.00
Public Works admin November 21, 2022	\$45.00	1	\$45.00
Website Content Management - Public Works November 28, 2022	\$45.00	3	\$135.00
Website Content Management - Public Works	\$45.00	2	\$90.00

November 29, 2022

Website Content Management - Admin November 29, 2022	\$45.00	1	\$45.00
Website Content Management - Admin November 30, 2022	\$45.00	3	\$135.00

Subtotal	2,340.00
Tax	0.00
Total	2,340.00
Amount Paid	0.00
Amount Due (USD)	\$2,340.00

Balance Due: \$495.00

Ellen Mandeville, Epiphany Solutions
(208) 720-0178
PO Box 1551
Hailey, Idaho
83333

Billed To
City of Hailey
115 S Main Street
Hailey, Idaho
83333
United States

Date of Issue
01/03/2023

Due Date
01/31/2023

Invoice Number
120

Amount Due (USD)
\$1,338.75

Description	Rate	Qty	Line Total
Website Content Management - Admin December 2, 2022	\$45.00	1.5	\$67.50
Public Works admin December 2, 2022	\$45.00	1	\$45.00
Public Works admin December 5, 2022	\$45.00	2	\$90.00
Website Content Management - Admin November 15, 2022	\$45.00	2.75	\$123.75
Website Content Management - Public Works December 12,, 2022	\$45.00	2	\$90.00
Website Content Management - Public Works December 13, 2022	\$45.00	1	\$45.00
URA December 13, 2022; verified final copies of annual reports and up- loaded to city website	\$45.00	1	\$45.00
Website Content Management - Admin December 14, 2022	\$45.00	2	\$90.00
URA December 16, 2022: Edited URA main webpage; created Gateway District and Airport Way District webpages	\$45.00	4	\$180.00
Website Content Management - Admin December 19, 2022	\$45.00	2	\$90.00
URA December 20, 2022; Annual Report	\$45.00	3	\$135.00

Website Content Management - Public Works December 21, 2022	\$45.00	2.5	\$112.50
URA December 27, 2022; Annual Report	\$45.00	1	\$45.00
URA December 28, 2022; Annual Report	\$45.00	0.5	\$22.50
Website Content Management - Admin December 28, 2022	\$45.00	1.5	\$67.50
Website Content Management - Admin December 29, 2022	\$45.00	0.5	\$22.50
URA December 29, 2022; Annual Report	\$45.00	1.5	\$67.50

Subtotal	1,338.75
Tax	0.00
Total	1,338.75
Amount Paid	0.00
Amount Due (USD)	\$1,338.75

KUSHLAN | ASSOCIATES

INVOICE

208-473-0078
pkushlan@fiberpipe.net

PO Box 8463
Boise, ID
83707

Attention: Lisa Horowitz, City Administrator

115 Main Street, Suite H

Hailey, ID 83337

Date: 1/2/2023

Project Title: Hailey South URD

Project Description: Eligibility Report and Economic Feasibility Report for Hailey South URD

Number: HURA 2023-1

Terms: 30 Days

Date	Project	Activity	Hours	Rate	Cost
12/12	Hailey South URD	Document Review	2	\$175.00	\$350.00
		Total	2		\$350.00

Invoice #1 for Hailey South URD

Phil Kushlan

Return to Agenda

Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via GoToMeeting
Tuesday, December 6, 2022
11:00 AM

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

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AGENDA

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, December 5, 2022.**

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

Chair:	Larry Schwartz
Vice Chair:	Sandi Viau
Treasurer	Becky Stokes
Board Members	Walt Denekas, Martha Burke, Bob Brand
Staff Support:	Lisa Horowitz, Brian Yeager, Jessie Parker

1. [11:01:55 AM](#) CALL TO ORDER 11:00 am

2. **CONSENT AGENDA ACTION ITEM**

a) [11:01:58 AM](#) Motion to approve bills since November 1, 2022.....

ACTION ITEM

[11:02:04 AM](#) Viau motioned, Burke seconded to approve bills. All in Favor.

b) Motion to approve Meeting Minutes dated November 1, 2022..... **ACTION ITEM**

[11:02:23 AM](#) Burke motioned, Brand seconded to approve meeting minutes. All in Favor.

c) Motion to review and approve 2023 Meeting Calendar..... **ACTION ITEM**

Jessie to send revised calendar showing correct dates, 3rd Tuesday of each month at 11 am.

[11:04:19 AM](#) Viau motioned to approve as amended, Burke seconded. All in Favor.

3. **New Business ACTION ITEM**

a) [11:04:34 AM](#) Consideration of a Professional Services Agreement with Kushlan Associates for on-call services related to the development of a new Urban Renewal District, the Hailey South Urban Renewal District.....**ACTION ITEM**

Horowitz stated this would be the kick off contract for the Woodside industrial area and proposed ACI. Kushlan stated did some preliminary work on south woodside few years ago, and this re-energizes that along with the work the Eccles are proposing to the south. [11:06:46 AM](#) Horowitz noted minor correction to change date from 2020 to 2022 on last page.

11:07:10 AM Burke motioned to approve, Brand seconded to approve Kushlan Associates contract. All in Favor.

4. Old Business:

- a) 11:08:07 AM Discussion of additional supplemental funding needed for LHTAC portions of River Street in the amount of \$44,272.99.....**ACTION ITEM**

11:08:17 AM Yeager summarized this about the LTAC, reminding board that the LTAC project consist of the 1 block north and 1 block south from Bullion Street. Yeager provided documentation supporting request for additional funding. 11:14:00 AM Meghan Conrad clarified that the City is requesting funding for the increase of \$45,000 for the Stanley Contract, that the URA is not entering into a contract with Stanley.

11:17:37 AM Burke motioned to approve increase of \$44,272.9 increase subject to agreement to reimburse the City for the 7% LTAC, Brand seconded. All in Favor.

5. Presentation:

- b) 11:18:27 AM Presentation by Mark Sindell, GGLO and Phil Kushlan, consultant regarding the Twin Falls Framework Master Plan.

Mark Sindell introduced himself and provided presentation by GGLO. Presentation on file. Horowitz asked what the relationship and funding relationship between the agency and Twin Falls. Kushlan stated after approximately 18 months, the agency has committed to funding the project and are working closely with the City. Kushlan stated there is a close relationship between the agency and the city. Kushlan stated the GGLO contract is with the URA.

Discussion ensued on ideas on how to proceed going forward until district sunsets. Staff will bring something back at next hearing for Board to consider.

6. Staff Reports: nothing received in November for URA taxes. Staff will provide update on RPA.

7. Adjourn

12:17:48 PM Burked motioned to adjourn. Brand seconded. All in Favor.

Staff to provide copy of revised calendar, resolution/contract for LTAC, and ideas with Mark and Phil-how if utilize them going forward. Don't forget to address funding.

Return to Agenda

ASSIGNMENT OF REIMBURSEMENT PARTICIPATION AGREEMENT

THIS ASSIGNMENT OF REIMBURSEMENT PARTICIPATION AGREEMENT (the "Assignment") is entered into effective this 3 day of MAY, 2022, by and between Kiki Tidwell Family Trust U/T/A Dated 03/23/3006 whose address is PO Box 4581, Ketchum, Idaho 83340 ("Assignor"), and McIntosh Holdings, LLC, an Idaho limited liability company, whose address is 120 Red Fox Lane, Ketchum, Idaho 83340 ("Assignee").

RECITALS

WHEREAS, the Hailey Urban Renewal Agency (the "Agency") and Assignor entered into that certain Reimbursement Participation Agreement, dated September 16, 2020 (the "Agreement"), in which the Agency agreed to reimburse Assignor for certain Actual Eligible Costs in an amount not to exceed \$216,267.50, without interest, based on Assignor's development of the Silver River Residences as more specifically set forth in the Agreement;

WHEREAS, Assignor subsequently entered into a purchases and sale agreement selling the Silver River Residences to Assignee, including an agreement to assign the rights and obligations under the Agreement;

WHEREAS, the Silver River Residences have been constructed and the Agency has determined the Actual Eligible Costs;

WHEREAS, the Assignor wishes to transfer and assign to the Assignee all of the Assignor's rights and interests in and to, and obligations under the Agreement, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations;

WHEREAS, pursuant to the Agreement, the Assignor may not assign any of its rights, interests or obligations under the Agreement without the written approval of the Agency;

WHEREAS, the Agency is consenting to the Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT: Effective as of the date set forth above, Assignor hereby grants, conveys, assigns, and transfers to Assignee, its successors and assigns, free and clear of any and all right, title and interest of Assignor, all of Assignor's rights and obligations in the Agreement.
2. ACCEPTANCE AND ASSUMPTION: Effective as of the date set forth above, Assignee hereby accepts, assumes and agrees to perform all the remaining obligations, duties,

liabilities, covenants and conditions of the Assignor related to the Agreement required to be performed by Assignee.

3. **COUNTERPARTS:** This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as delivery of an original signed copy.

4. **CONSTRUCTION:** The language of this Assignment shall be construed simply, according to its fair meaning, and not strictly for or against any party.

5. **ADDITIONAL ACTS:** Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

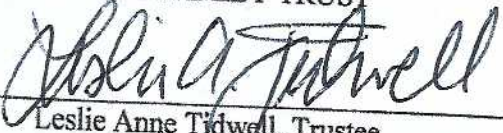
6. **DEFINED TERMS:** All capitalized terms used and not defined herein shall have the meanings as given to them in the Agreement.

DATE EFFECTIVE as of the date first set forth above.

ASSIGNOR:

KIKI TIDWELL FAMILY TRUST

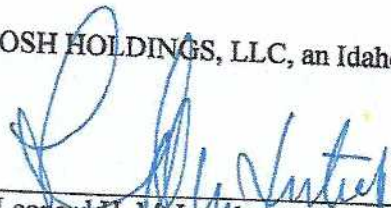
By


Leslie Anne Tidwell, Trustee

ASSIGNEE:
liability company

McINTOSH HOLDINGS, LLC, an Idaho limited

By


Leonard H. McIntosh, Managing Member

AGREED AND CONSENTED TO AS OF THE _____ DAY OF _____, 2022.

BY:

URBAN RENEWAL AGENCY OF THE CITY OF
HAILEY, IDAHO,

ASSIGNMENT - 2

By _____
Chair, Larry Schwartz

ATTEST:

Secretary

ASSIGNMENT - 3

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 A DESIGN
SERVICES AGREEMENT WITH GGLO, LLC; AUTHORIZING
THE CHAIRMAN OR ADMINISTRATOR AND THE
SECRETARY OF AGENCY TO TAKE APPROPRIATE
ACTION; 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 (the “City”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Hailey Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1138 on October 15, 2013, the 2013 Hailey Urban Renewal District Gateway Plan, the Agency began implementation of the Hailey Urban Renewal Plan (the “Plan”);

WHEREAS, GGLO, (the “Contractor”) will provide services with respect to overall Master Plan and Guiding Vision for The Gateway Urban Renewal District during the term of the Agreement.

WHEREAS, The Scope of Services and Terms of Agreement to be provided is described in Attachment A;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Design Service Agreement and to authorize the Chair or Vice-Chair to execute and attest the Design Service 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 Design Service Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Design Service Agreement.

Section 3: 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 _____, 2023.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on _____, 2023.

URBAN RENEWAL AGENCY OF HAILEY

By _____

Chair

ATTEST:

By _____
Secretary

Authorization For Design Services

Date: January 11, 2023
Project: HURA Downtown Master Plan
Project No.: 2022121

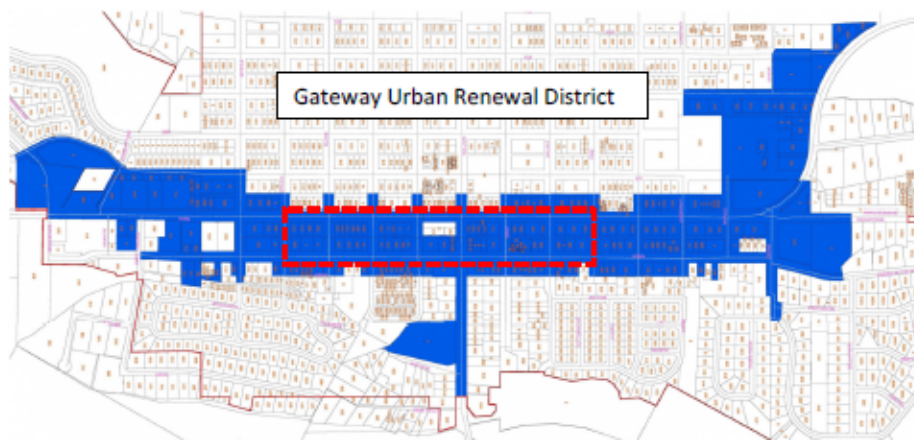
This document constitutes the working agreement and authorizes GGLO to provide design services as described below. Services will be performed and invoiced either on lump sum or on an hourly basis at GGLO's current hourly rates. No construction document or construction contract administration services will be performed under this Authorization. The attached Terms of Agreement are incorporated by reference into this Agreement.

Client:

Hailey Urban Renewal Agency
Authorized Representative: Lisa Horowitz

Project Description:

The intent of this scope of work is to develop an overall Master Plan and Guiding Vision for Downtown Hailey to guide growth, development, and public improvements for the remaining duration of the Gateway Urban Renewal District (expiration 2033). The project study area is the Gateway Urban Renewal District with emphasis on Main Street and River Street between Walnut and Silver Streets:



Scope of Services of this Authorization

Discovery

Tasks Include:

- Review prior planning materials, documents, zoning
- Assemble base files (City to provide GIS Data)
- Confirm Working Group and Stakeholders, Agency involvement
- Conduct Kick-Off Meeting to review schedule, deliverables, and process
- Establish primary goals, vision, and priorities
- Develop (3) Case Studies for similar Downtown Main Streets & River Streets in heavy snow environments
- Meet with City / Hailey Urban Renewal Agency (HURA) Working Group. Working Group to include HURA Chair, HURA Executive Director, Mayor, Public Works Director, Community Development Director, HURA's Traffic & Parking Consultant (Jacobs)
- Project Management & Administration

Deliverables: Discovery Package (11x17 pdf)

- Base files
- Summary of Goals, Vision & Priorities
- Case Studies

Public Involvement

Tasks Include:

- Conduct Stakeholder Meetings (1:1), up to 4 meetings
- Conduct 1:1 Interviews with HURA Board Members
- Prepare and Conduct Online Survey (via survey monkey)

Deliverables:

- Stakeholder and Interview Meeting Minutes
- Online Survey and Results Summary

Master Plan Alternatives

Tasks Include:

- Incorporate information from Traffic, Parking Studies (provided by Jacobs)
- Develop Main Street Improvement alternatives with typical section(s) from edge to edge of ROW
- Develop River Street Improvement alternatives with typical section(s) from edge to edge of ROW
- Develop Side Street Improvement alternatives with typical section(s) from edge to edge of ROW. Side streets include Bullion, Croy, and Walnut.
- Develop preliminary recommendations for high priority downtown sites (UPS Site, Park & Ride Site, Hailey Town Center West and other City or HURA influenced sites)
- Incorporate preliminary recommendations from concurrent GGLO study for Downtown Parks/Open Spaces (Lions Park, Hop Porter Park, future Town Square Site)

- Conduct Meetings twice per month with City/HURA PM's
- Meet with City/HURA Working Group to review Preliminary Alternatives
- Present Preliminary Alternatives at HURA Board Working Session
- Present Preliminary Alternatives to joint session of HURA, P&Z, City Council
- Project Management & Administration

Deliverables: Master Plan Alternatives Package (11x17 pdf)

- Vision and Placemaking Summary
- Streetscape Enhancements Alternatives (Main Street, River Street, Side Streets)
- Priority Downtown Sites Recommendations (UPS Site, Park & Ride Site, Hailey Town Center West)
- Downtown Parks & Open Space Preliminary Recommendations from concurrent GGLO study (Lions Park, Hop Porter Park, future Town Square Site)

Preliminary Downtown Master Plan

Tasks Include:

- Refine elements of the Master Plan Alternatives, incorporating feedback from online survey, agency outreach, working sessions and working group
- Develop final plans and exhibits
- Develop HURA Board presentation materials
- Meet with Working Group to review Draft Preliminary Downtown Master Plan
- Present Preliminary Master Plan to HURA Board for approval
- Project Management & Administration

Deliverables: Preliminary Downtown Master Plan Package (11x17 pdf)

- Vision and Placemaking Summary
- Streetscape Enhancements Recommendations
- Priority Downtown Sites Recommendations
- Downtown Parks & Open Space Recommendations
- Implementation Plan: Phasing & Priorities Matrix

Compensation and Timeline:

Task	Terms	Fee	Timeline
Discovery	Fixed	\$4,000	January 2023
Public Involvement	Fixed	\$5,000	February 2023
Master Plan Alternatives	Fixed	\$20,000	February 2023
Preliminary Downtown Master Plan	Fixed	\$20,000	March 2023
Reimbursable Expenses	Estimated	\$500	
Total		\$49,500	



ARCHITECTURE
INTERIORS
LANDSCAPE
URBAN DESIGN

Approved By:

Authorized Client Representative

Date

GGLO Architecture, Interior Design,
Landscape Architecture, Planning and Urban Design, LLC

1/11/2023

Date

Attachments: Terms of Agreement

Terms of Agreement

Date of Agreement: January 11, 2023
Project: HURA: Downtown Master Plan

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis or as a percentage of project completion. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2023 HOURLY BILLING RATES

Principal II	\$310
Principal I	\$265
Senior Landscape Architect III	\$230
Senior Landscape Architect II	\$215
Senior Landscape Architect I	\$195
Landscape Architect II	\$180
Landscape Architect I	\$165
Landscape Designer II	\$155
Landscape Designer I	\$140
Urban Designer III	\$175
Urban Designer II	\$155
Urban Designer I	\$140
Intern	\$120

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

1. Limitation of Liability: The Owner and GGLO have discussed the risks, rewards and benefits of the project and GGLO's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, GGLO's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of GGLO's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract.

2. Design of Alterations: Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of GGLO, the Owner will hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of assumptions made regarding existing conditions related to the professional services provided under this Agreement.

3. Design Without Construction Review: The Owner understands that there may be misinterpretations of GGLO's plans and specifications during construction which may lead to errors and subsequent damage. In the event that the Owner elects to proceed with the work without GGLO providing regular and on going construction contract administration services, the Owner agrees to indemnify, hold harmless and defend GGLO against any and all claims which may arise out of the acts of a Contractor performing work not in compliance with the intent of the design documents.

4. Design of Studies: Because preliminary studies require that assumptions be made regarding existing conditions and some of these assumptions may not be verifiable without expending additional resources, studies are based upon Owner-provided information and are prepared in response to specific program requirements and limitations. Studies are subject to additional site investigation, design development and regulatory review. Information provided in a study is not to be relied upon for any purpose without the express written consent of GGLO. The Owner hereby agrees to hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of professional services provided related to preliminary studies under this agreement.

5. Ownership of Documents: The Owner acknowledges GGLO's construction documents as instruments of professional service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by GGLO as instruments of service shall remain the property of GGLO. GGLO will provide the Owner with record electronic files of the Contract Documents, conforming to GGLO's standard specifications for software and file format. The

Owner agrees, to the fullest extent permitted by law, to indemnify and hold GGLO harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of GGLO.

6. Claims Notification: State Law requires that GGLO notify clients entering into contract for the sale, construction or substantial remodel of a residence, that all potential claimants who allege construction defects against a construction professional, shall serve the construction professional with a notice of the claim 45 days before suit can be brought.

7. Termination or Suspension: If the project is suspended by the Owner for more than 30 consecutive days, GGLO shall be compensated for services performed prior to notice of such suspension. When the project is resumed, GGLO's fees for the remaining services and the time schedules shall be equitably adjusted. In the event of termination not the fault of GGLO, GGLO shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

8. Statute of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when GGLO's services are substantially completed.

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 A
PROFESSIONAL SERVICES AGREEMENT JACOBS
ENGINEERING GROUP INC.; AUTHORIZING THE
CHAIRMAN OR ADMINISTRATOR AND THE SECRETARY
OF AGENCY TO TAKE APPROPRIATE ACTION; 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 (the “City”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Hailey Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1138 on October 15, 2013, the 2013 Hailey Urban Renewal District Gateway Plan, the Agency began implementation of the Hailey Urban Renewal Plan (the “Plan”);

WHEREAS, Jacobs Engineering Group Inc., (the “Contractor”) will provide support to the overall Master Plan and Guiding Vision for The Gateway Urban Renewal District in relation to Transportation, Traffic and Parking during the term of the Agreement.

WHEREAS, The Scope of Services to be provided is described in Attachment A;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Professional Service Agreement and to authorize the Chair or Vice-Chair to execute and attest the Professional Service 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 Professional Service Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Professional Service Agreement.

Section 3: 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 _____, 2023.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on _____, 2023.

URBAN RENEWAL AGENCY OF HAILEY

By _____
Chair

ATTEST:

By _____
Secretary

Effective Date: 1-17-2023

TASK ORDER #2
HAILEY DOWNTOWN MASTER PLAN
TRANSPORTATION, TRAFFIC & PARKING SUPPORT
1-11-2023

Project Understanding

Hailey's Urban Renewal Agency (HURA) is contracting with GGLO to develop an overall Master Plan and Guiding Vision for Downtown Hailey to guide growth, development, and public improvements for the remaining duration of the Gateway Urban Renewal District (expiration 2033). The project study area is the Gateway Urban Renewal District with emphasis on Main Street and River Street between Walnut and Silver Streets. The tasks below are all a part of GGLO's scope of work, the bolded text indicates tasks where Jacob's will be involved and/or provide technical guidance with respect to the transportation network, traffic, and parking considerations at the request of the City/Urban Renewal Agency. *Italicized text indicates work to be performed by Jacobs in addition to the GGLO tasks.*

Discovery**Tasks:**

- Review prior planning materials, documents, zoning
- Assemble base files (City to provide GIS Data)
- *Using City provided GIS parcel and ROW data, develop a GIS layer of priority sites for overnight shared parking*
- Confirm Working Group and Stakeholders, Agency involvement
- Conduct Kick-Off Meeting to review schedule, deliverables, process, public involvement
- Establish primary goals, vision, and priorities
- Develop (3) Case Studies for similar Main Streets/arterial street (River Street) in snow/resort environments
- Meet with City/HURA Working Group. Working Group to include HURA Chair, City Administrator, Mayor, Public Works Director, Planning Director, HURA's Traffic & Parking Consultant (Jacobs)
- Project Management & Administration

Deliverables: Discovery Package (11x17 pdf)

- Base files
- Summary of Goals, Vision & Priorities
- Case Studies

Public Involvement**Tasks:**

- Conduct Stakeholder Meetings (1:1), up to 4 meetings
- Conduct 1:1 Interviews with HURA Board Members
- Prepare and Conduct Online Survey (via survey monkey)

Deliverables:

- Stakeholder and Interview Meeting Minutes
- Online Survey and Results Summary

Master Plan Alternatives

Tasks:

- Incorporate information from Traffic, Parking Studies (provided by Jacobs, see below)
- Develop Main Street Improvement alternatives with typical Section(s) from edge to edge of ROW
- Develop River Street Improvement alternatives with typical Section(s) from edge to edge of ROW
- Develop Street Improvement alternatives for key side streets with typical Section(s) from edge to edge of ROW
- Incorporate preliminary recommendations for Downtown Parks/Open Spaces (Lions Park, Hop Porter Park, future Town Square Site)
- Develop preliminary recommendations for high priority downtown sites (UPS Site, Park & Ride Site, Hailey Town Center West and other City or HURA influenced sites)
- Conduct Bi-Weekly Meetings with City/HURA as necessary
- Meet with City/ HURA Working Group to review Preliminary Alternatives
- Present Preliminary Alternatives at HURA Board Working Session
- Present Preliminary Alternatives at Planning Commission Working Session
- Present Preliminary Alternatives at City Council Working Session
- Project Management & Administration

Deliverables: Master Plan Alternatives Package

- Vision and Placemaking Summary
- Streetscape Enhancements Alternatives (Main & River Streets)
- Downtown Parks & Open Space Preliminary Recommendations (Lions Park, Hop Porter Park, future Town Square Site)
- Priority Downtown Sites Recommendations (UPS Site, Park & Ride Site, Hailey Town Center West)

Traffic and Parking Analysis

Jacobs will perform transportation/traffic and parking analyses as necessary to support the project at the request of the City/HURA. It is anticipated that the need for said analyses will be determined by the concepts developed in the Master Plan Alternatives work task above. A specific scope of work, schedule and fee will be prepared and agreed to prior to the beginning of any additional analyses or work not covered by this scope of work.

Preliminary Downtown Master Plan

Tasks:

- Refine elements of the Master Plan Alternatives, incorporating feedback from online survey, agency outreach, working sessions and working group
- Develop final plans and exhibits

- *Develop a snow removal strategy & typical cost for River Street and the River Street Pathway in conjunction with Public Works*
- Develop URA Board presentation materials
- Meet with Working Group to review Draft Preliminary Downtown Master Plan
- Present Preliminary Master Plan to Urban Renewal Agency Board for approval
- Project Management & Administration

Deliverables: Preliminary Downtown Master Plan Package

- *Vision and Placemaking Summary*
- Streetscape Enhancements Recommendations
- *Downtown Parks & Open Space Recommendations*
- Priority Downtown Sites Recommendations
- Implementation Plan: Phasing & Priorities Matrix
- *Recommended snow removal strategy for River Street and the River Street Pathway*

Jacobs Anticipated Costs

Task	Terms	Estimated Not to Exceed Fee
Discovery	T&M	\$4,600
Public Involvement	T&M	\$4,300
Master Plan Alternatives	T&M	\$5,900
<i>Traffic & Parking Analyses</i>	TBD	<i>TBD</i>
Preliminary Downtown Master Plan	T&M	\$6,900
Reimbursable Expenses	Estimated	\$500
Total NTE		\$21,700

For this Task Order Jacobs will perform the above noted tasks on a time and materials basis with a not to exceed amount of \$21,700 in accordance with the Professional Services Agreement between Jacobs Engineering Group Inc. and the City of Hailey dated October 24, 2022. Invoices will be submitted monthly based on actual hours expended; no direct expenses are anticipated unless the client request in-person meetings. If requested by the City, Jacobs will submit a proposal for scope amendment to provide additional services upon a change or expansion of this scope of work.

Schedule

In accordance with the GGLO scope of work; this first phase is assumed to last up to 4 months.

Assumptions

- All deliverable documents will be submitted electronically via email.

Exhibit 1-TO#2

- Requested meetings will be held virtually via teleconference, with 1-2 Jacobs' staff members in attendance.
- Costs associated with travel for requested in-person meetings will be billed as a direct expense.

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 A
PROFESSIONAL SERVICES AGREEMENT WORKMAN &
COMPANY; AUTHORIZING THE CHAIRMAN OR
ADMINISTRATOR AND THE SECRETARY OF AGENCY TO
TAKE APPROPRIATE ACTION; 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 (the “City”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Hailey Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1138 on October 15, 2013, the 2013 Hailey Urban Renewal District Gateway Plan, the Agency began implementation of the Hailey Urban Renewal Plan (the “Gateway Plan”);

WHEREAS, upon the approval of Ordinance No. 1295 on November 22, 2021, the 2021 Hailey Urban Renewal District Airport Way Plan, the Agency began implementation of the Hailey Urban Renewal Plan (the “Airport Way Plan”);

WHEREAS, Workman & Company., (the “Contractor”) will auditing and financial services during the term of the Agreement;

WHEREAS, The Scope of Services to be provided is described in Attachment A;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Professional Service Agreement and to authorize the Chair or Vice-Chair to execute and

attest the Professional Service 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 Professional Service Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Professional Service Agreement.

Section 3: 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 _____, 2023.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on _____, 2023.

URBAN RENEWAL AGENCY OF HAILEY

By _____
Chair

ATTEST:

By _____
Secretary

WORKMAN & COMPANY

Office of
Accounting

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

December 13, 2022

Hailey Urban Renewal Agency
Hailey, ID 83340

We are pleased to confirm our understanding of the services we are to provide the Hailey Urban Renewal Agency for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Hailey Urban Renewal Agency (Agency) as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Agency's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Agency's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis (Not Included)
- 2) Budgetary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the Agency's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) None

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Agency and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have not identified significant risk(s) of material misstatement as part of our audit planning.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and

obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Agency in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we

determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to The Hailey Urban Renewal Agency, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Workman and Company, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Workman and Company, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brady Workman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 13, 2022 and to issue our reports no later than December 31, 2022.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$1,400 for a yellow book audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Agency's financial statements. Our report will be addressed to the Board of Commissioners of the Hailey Urban Renewal Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Agency is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Hailey Urban Renewal Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy, and return it to us.

Very truly yours,

Workman & Company

RESPONSE:

This letter correctly sets forth the understanding of the Hailey Urban Renewal Agency.

Governance signature: _____

Title: _____

Date: _____

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RESOLUTION NO. 2019-004

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE HAILEY URBAN RENEWAL AGENCY, EXPRESSING
SUPPORT FOR THE CITY OF HAILEY 2019 BUILD
DISCRETIONARY GRANT APPLICATION, "RIVER STREET-
DOWNTOWN! A COMPLETE STREET PROJECT" AND
COMMITTING FUNDS TOWARDS THE RIVER STREET
IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by 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 (the "Law"), 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, a key project identified in the Plan is the substantial improvement and redevelopment of River Street to create a pedestrian-friendly corridor and to create a strong market for private sector redevelopment and reinvestment;

WHEREAS, *River Street – Downtown!* is a multimodal complete street project that will reconfigure four blocks of River Street and its connections to State Highway 75 in the City's downtown core. The project will add/reconstruct asphalt, and add sidewalks, bike lanes, and public transit amenities to increase the connectivity of the City's motorist, pedestrian, bicycle and public transit infrastructure while improving safety for all users. The project will address ADA needs; includes landscaping, lighting, and public art; and creates a pedestrian path to the City's most popular park. *River Street – Downtown!* will create an attractive location for existing and new businesses, and will support the economic health, safety, and multimodal transportation goals of the City and its citizens, and is consistent with the River Street improvements anticipated in the Plan;

WHEREAS, *River Street – Downtown!* is a vital link in the multimodal network and is essential to a unified and vibrant downtown. The project sets the tone for future investment along the River Street corridor; connects with the new Croy St. cycle track; provides cyclists and pedestrians safe movement through downtown; provides cyclists and pedestrians a connection to

Hop Porter Park and other Croy Canyon amenities; provides bus pullouts and a shelter for public transit; connects pedestrians throughout the downtown core; and improves the efficient connection of vehicular traffic to State Highway 75;

WHEREAS, *River St. – Downtown!* supports and promotes activity in downtown Hailey; brings direct economic benefit to property values in the Urban Renewal district boundaries; provides a business atmosphere to attract new businesses and retain existing businesses; and provides a lively destination for citizens and tourists alike.

WHEREAS, the proposed improvements are wholly within the boundaries of the Project Area;

WHEREAS, the Agency has been actively involved in design alternatives for River Street, and supports the design option outlined in the *River St. – Downtown!* grant application;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015;

WHEREAS, the Agency has available cash assets of \$350,777;

WHEREAS, the Board finds it in the best interests of the Agency to support the improvements contemplated in *River St. – Downtown!* to continue to enhance the downtown core within the Project Area and is in the best interests of the public to provide financial support for the capital improvement projects;

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

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


Section 2. That the Hailey Urban Renewal Agency hereby commits an amount not to exceed \$250,000 towards the *River St. – Downtown!* capital improvement projects for River Street. This commitment is contingent on the City's successful award of the Build grant.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Hailey Urban Renewal Agency, on June 6, 2019.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 6, 2019.

APPROVED:

By


Chair of the Board

ATTEST:

By  _____
Secretary

4821-5586-5240, v. 1

RESOLUTION NO. 2019-004

RESOLUTION NO. 2021-003

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, APPROVING THE PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT FOR THE RIVER STREET IMPROVEMENT PROJECT BY AND BETWEEN THE HAILEY URBAN RENEWAL AGENCY AND THE CITY OF HAILEY; AUTHORIZING THE CHAIR AND SECRETARY TO EXECUTE SAID PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT; AUTHORIZING THE CHAIR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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 (the "Law"), a duly created and functioning urban renewal agency for Hailey, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the 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, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the Plan identified improvements to existing streets, including drainage improvements, landscaping, as well as pathways as important Plan objectives;

WHEREAS, the Agency and the City have jointly and collectively undertaken and worked to make improvements to River Street within Project Area as part of the Plan's contemplated improvements;

WHEREAS, as a result of the overall investment in public improvements within the Project Area, significant public and private development have occurred;

WHEREAS the Plan and the Project Area terminate December 31, 2033, recognizing the Agency shall receive its allocation of revenues in 2034, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed street improvements identified in the Plan have not been completed and the existing public infrastructure continues to suffer from certain deteriorating conditions;

WHEREAS, portions of River Street between Cedar Street and McKercher Boulevard are not built to City standards, are deteriorating and require improvements. Pursuant to the 2019 Update of the 2007 Transportation Master Plan for the City, the goal for River Street is to be a low speed two-lane arterial, which accommodates multi-modal transportation options. Additionally, there will be improvements to the sidewalks with landscaping used to enhance safety and to separate the travel lanes from pedestrians. The proposed concept also includes a dedicated bike lane/pathway. Most of River Street is located within the Project Area, specifically the portion of River Street between Cedar Street and Empty Saddle Trail. Approximately two (2) blocks of River Street between Empty Saddle Trail and McKercher Boulevard is outside of the Project Area; however, the area in and around the intersection of McKercher Boulevard on the eastern side of State Highway 75/Main Street, and Main Street from McKercher Boulevard south past Cedar Street is in the Project Area. Therefore, the two (2) blocks on River Street that are outside of the Project Area serve as a critical connection point between two (2) areas of the Project Area. Improvements to River Street outside of the Project Area support the intent and goals set forth in the Plan by creating a pedestrian/bicycle safe transportation corridor off of Main Street. To not improve this area would lessen the effectiveness of the improvements within the Project Area. It is important to the River Street Improvement Project (as defined below) that the full public infrastructure improvements to River Street be completed to help tie the intersection of McKercher Boulevard and Main Street to the River Street Improvements. The full scope of the proposed improvements to River Street between Cedar Street and McKercher Boulevard are referred to as the River Street Improvement Project;

WHEREAS, the City was awarded funds through the Local Highway Technical Assistance Council (the “LHTAC Grant”), which will fund public infrastructure improvements on two (2) to four (4) blocks on River Street, depending on construction costs, focusing on the portion of River Street between Galena Street and Walnut Street, but is insufficient to fund the entire scope of the contemplated improvements on River Street. A portion of the funds will be used for design development. The LHTAC Grant is anticipated to fund on or before FY2026 and the Agency intends to fund the local match;

WHEREAS, City staff together with its on-call engineer have conducted preliminary planning, design, and engineering of the River Street Improvement Project, including preliminary cost estimates. The River Street Improvement Project will be phased, and preliminary cost estimates support a total project cost of approximately \$4 million;

WHEREAS, the River Street Improvement Project has been presented to the Board of Commissioners of the Agency (the “Agency Board”) over the course of several meetings. The Agency is interested in funding the River Street Improvement Project, together with funding from the LHTAC Grant. The Agency has retained Piper Sandler as a municipal advisor to

evaluate options with respect to a proposed new bond issue in an effort to fully fund the River Street Improvement Project;

WHEREAS, the Agency has further reviewed its existing obligations and funding capacity and has available funds in FY21 in the amount of \$600,000 to participate in the immediate funding of a portion of the River Street Improvement Project, including to implement an interim bicycle/pedestrian pathway along River Street, generally between McKercher Blvd and Bullion Street. The project includes an approximately five-foot to ten-foot-wide asphalt bicycle/pedestrian pathway, generally located adjacent to the River Street right-of-way or existing curb lines; existing parking within the River Street right-of-way to be revised; relative paving and drainage improvements; portions of new asphalt; and asphalt striping. The pathway will be constructed on both the east and west sides of River Street (the "Phase 1 Improvements"). The Phase 1 Improvements are contemplated to be completed by City staff;

WHEREAS, the Agency is continuing to review the need and timing of any bond issuance to provide further funding support of the River Street Improvement Project, in conjunction with the receipt of the LHTAC Grant funds. Early projections estimate a bond issuance in the amount of \$1.5 million;

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to support the improvements to River Street and in the best interests of the public to provide financial support for the River Street Improvement Project;

WHEREAS, the Agency and City desire that the River Street Improvement Project be planned, designed, engineered, and constructed prior to the Termination Date;

WHEREAS, the City has expressed its desire to participate with the Agency for the purpose of assisting in the planning, design, engineering and constructing of all or a portion of the River Street Improvement Project, and providing construction management services to the Agency for the River Street Improvement Project;

WHEREAS, the City and the Agency hereby find and determine that the Planning, Design, Engineering, and Construction Project Agreement for the River Street Improvement Project (the "Agreement") enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

WHEREAS, the ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015.

WHEREAS, in consideration of the payment by the Agency for the Phase 1 Improvements costs, as more specifically defined in the Agreement, the City hereby agrees to serve and perform as project manager for the final planning, design, engineering and construction of the Phase 1 Improvements; said final design to be subject to the review and approval of the Agency Board. Additionally, the City hereby agrees to serve and perform as project manager for the public works construction of the Phase 1 Improvements (including the solicitation of any services, as necessary), and provide project oversight and inspection;

WHEREAS, Agency staff recommends approval of the Agreement;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Chair to execute and the Secretary to attest the 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 HAILEY, IDAHO, AS FOLLOWS:

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


Section 2: That the Agreement, set forth as **Exhibit A** hereto, be and the same is hereby approved.

Section 3: That the Chair of the Agency is hereby authorized to sign and enter into the Agreement, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further is authorized to approve and accept any necessary technical changes to the Agreement upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 13, 2021, Agency Board meeting; the Agency is authorized to appropriate any and all funds contemplated by the Agreement; and to perform any and all other duties required pursuant to the Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the city of Hailey, Idaho, on May 13, 2021. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 13, 2021.

APPROVED:

By 
Chair of the Board

ATTEST:

By 
Secretary

Exhibit A
(Agreement)

4843-5114-8264, v. 1

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2023 Meeting Calendar:

Below are the proposed meetings dates for 2023, Board to discuss if any changes needed. The Meetings are now scheduled to take place on the 3rd Tuesday of each month at 11:00 AM.

2023

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28				

March

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26	27	28	29	30	31	

April

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30						

May

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28	29	30	31			

June

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July

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23	24	25	26	27	28	29
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August

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September

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October

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29	30	31				

November

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19	20	21	22	23	24	25
26	27	28	29	30		

December

Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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