# Hailey Urban Renewal Agency Agenda Hailey City Hall 115 South Main Street Council Chambers – upstairs AND via Teams Tuesday, January 21, 2025

#### THIS MEETING IS BEING HELD IN MICROSOFT TEAMS.

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 237 503 468 111 Passcode: q2iFwo

<u>Download Teams</u> | <u>Join on the web</u>

Or call in (audio only)

+1 469-206-8535,,324529467# United States, Dallas Phone Conference ID: 324 529 467#

Email: Public comments may be shared with the Agency Board via email to Lisa Horowitz, <a href="lisa.horowitz@haileycityhall.org">lisa.horowitz@haileycityhall.org</a>. Emails or other written testimony must be <a href="received no later than 5:00">received no later than 5:00 p.m.</a> <a href="mailegoogle-public-publ

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

If there are any questions, contact Lisa Horowitz at <a href="lisa.horowitz@haileycityhall.org">lisa.horowitz@haileycityhall.org</a> or (208) 788-4221.

Chair: Larry Schwartz

Vice Chair: Sandi Viau

Treasurer Becky Stokes

Board Members Martha Burke, Bob Brand, Brian McCue

Staff Support: Lisa Horowitz, Executive Director of HURA and City Administrator

#### Next Resolution Available: 2025-001

#### A. CALL TO ORDER

#### B. Consent Agenda (ACTION ITEM):

- CA 1 Motion to approve bills since December 2024. ACTION ITEM
- CA 2 Motion to approve meeting minutes dated December 17, 2024. ACTION ITEM
- <u>CA 3</u> Motion to authorize staff to proceed issuing payment of \$584,536.48 approved under Resolution 2024-016. **ACTION ITEM**

#### C. New Business (ACTION ITEM):

NB 1 Consideration of Resolution 2025-\_\_\_\_, Reimbursement Participation Agreement with L.L. Greens Hardware, LLC located at 920 North Main Street (Lot 1A, Block 2, Northridge X). ACTION ITEM

#### D. Staff Reports

- SR 1 Financials
- **SR 2** Staff Updates: Airport Way Survey Launch
  - Survey Link
- SR 2 Upcoming Meetings: February 18, 2025

#### E. Adjourn

#### AGENDA ITEM SUMMARY

DATE:	01/21/2025	<b>District:</b> Gateway and Airport Way Districts	STAFF: JP/BS		
SUBJEC	<u>CT</u> : Approval of bills since	December 2024.			

#### **BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED**:

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

Bill Summary						
Company	Invoice Date	Description	Invoice	Amount		
Caselle	12/30/2024	Software Update	137779	\$2,240.00		
Lisa Enourato	1/2/2025	December Invoice for services rendered	108	\$595.00		
GGLO	1/6/2025	Phase 1 DMP	10	\$2,275.00		
Hales Engineering	12/12/2024	Airport - TMP	2024- 7532	\$4,176.23		
IME	11/30/2024	Bond Notice		\$186.30		
GGLO	12/5/2024	Airport TMP support & travel	3	\$10,499.62		
GGLO	1/3/2025	Airport TMP support & travel	4	\$9,543.19		
Worth Printing	12/11/2024	TMP Workshop Flyer	6004	\$212.50		
Elam & Burke	12/21/2024	Legal Services - General	212380	\$500.00		
ciaiii & Burke	12/31/2024	Legal Services - Gateway	212381	\$1,031.00		

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve payment for bills since December 2024.
ACTION OF THE HAILEY URBAN RENEWAL BOARD:
Date
Administrative Assistant



1656 S East Bay Blvd Suite 100 Provo UT 84606

Phone: 800-228-9851

Fax: 801-850-5001

Billing Inquiries: 801-850-5033

137779

HUZA

Bill To: CITY OF HAILEY

115 S MAIN ST STE H HAILEY ID 83333

Date: 12/30/2024 Terms: See Note Below

Customer No: 1667

	Customer No: 1667		
Description		Net Amount	
Caselle Connect Application Software: Additional Directory for URA			
General Ledger, Accounts Payable, Accounts Receivable			
Setup & Data File Conversion		2,240.00	
		ei z	
Monthly Software Assurance will increase by \$105.			
The balance will be due upon completion of the Training.			
,			
	Amount	2,240.00	
	Sales Tax	<i>i</i>	

#### **Lisa Enourato**

**INVOICE** 

P.O. Box 2041 Hailey, ID 83333 Phone: 208.720.9766

lenourato@ketchumidaho.org

INVOICE: 108

**Administrative Services** 

**DATE: JANUARY 2, 2025** 

TO: PO#:

Hailey Urban Renewal Agency 115 Main Street, Ste. H Hailey, ID 83333 lisa.horowitz@haileycityhall.org

DESCRIPTION	HOURS	RATE	<b>AMOUNT</b> \$595.00	
HURA Administrative Services – December 2024	7	85.00		
		TOTAL	\$595.00	

Make all checks payable to Lisa Enourato Payment due within 30 days.

#### THANK YOU!

#### HURA

Date		Task	Time
3-Dec-24		HURA review meeting	
,	3-Det-24	w/MC	0.5
į	5-Dec-24	Airport Way	3.5
		DMP	1
18	8-Dec-24	HURA meeting	1
19	9-Dec-24	Airport Way meeting - LDS	1

TOTAL

### GGLO

### INVOICE

1301 FIFTH AVENUE SUITE 2200 SEATTLE, WA 98101 P+1 206.467.5828 E accounting-team@gglo.com

Hailey Urban Renewal Agency 115 Main Street S, Suite H Hailey, ID 83337

January 06, 2025

Invoice No:

2022122.01 - 0000010

**Project** 

2022122.01

Hailey Urban Renewal Agency (HURA): Hailey Downtown Master Plan

Professional Services from December 01, 2024 to December 31, 2024

Task

00282

Phase 1 Implementation Scoping

**Professional Personnel** 

		Hours	Rate	Amount
Brown, Josiah		11.00	175.00	1,925.00
Sindell, Mark		1.00	350.00	350.00
	Totals	12.00		2,275.00
	Total Labor	•		

2,275,00

**Billing Limits** Current **Prior** To-Date **Total Billings** 2,275.00 6,650.00 8,925.00 Limit 10,000.00 Remaining 1,075.00

**Total this Task** 

\$2,275.00

**Total this Invoice** 

\$2,275.00

Payment is due upon receipt. A monthly interest charge may accrue on unpaid invoices after 30 days. For proper allocation of your payment, please reference project and invoice numbers on your check,

#### **Hales Engineering**

1220 N 500 W, Suite 202 Lehi, UT 84043 +18017664343 accounting@halesengineering.com

### HALES IN ENGINEERING innovative transportation solutions

### **INVOICE**

**BILL TO** 

Lisa Enourato Hailey Urban Renewal Agency 115 S Main St Hailey, ID 83333 INVOICE # 2024-7532DATE 12/12/2024DUE DATE 01/11/2025TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
ID Hailey Airport Way Master Plan - Time & Materials for Oct & Nov 2024			
Josh T&M   Kickoff	0:30	180.00	90.00
Cory T&M   TS Work	5:30	160.00	880.00
Cory T&M   TS Work	5:00	160.00	800.00
Cory T&M   TS Work	3:00	160.00	480.00
Cory T&M   TS Work	1:00	160.00	160.00
[A-T&M] Cory   TMP Work	5:00	160.00	800.00
[A-T&M] Cory   TMP Work	1:00	160.00	160.00
[A-T&M] Josh   Work on study	1:00	180.00	180.00
[A-T&M] Cory   TS Work	1:00	160.00	160.00
[A-T&M] Joseph   Mtg w/ City	0:30	170.00	85.00
[A-T&M] Cory   TS Work	1:30	160.00	240.00
			Subtotal: 4,035.00
3.5% Credit Card Fee - Please remove if paying via ACH or check.	4,035	0.035	141.23
	ID Hailey Airport Way Master Plan - Time & Materials for Oct & Nov 2024  Josh T&M   Kickoff  Cory T&M   TS Work  Cory T&M   TS Work  Cory T&M   TS Work  Cory T&M   TS Work  [A-T&M] Cory   TMP Work  [A-T&M] Cory   TMP Work  [A-T&M] Josh   Work on study  [A-T&M] Cory   TS Work  [A-T&M] Cory   TS Work	ID Hailey Airport Way Master Plan	ID Hailey Airport Way Master Plan

We appreciate your business. Please note our new mailing address listed on this invoice and our EIN for 1099 preparation: 99-1921559 **BALANCE DUE** 

\$4,176.23

#### **Hales Engineering**

1220 N 500 W, Suite 202 Lehi, UT 84043 +18017664343 accounting@halesengineering.com

### HALES IN ENGINEERING innovative transportation solutions

### **INVOICE**

**BILL TO** 

Lisa Enourato Hailey Urban Renewal Agency 115 S Main St Hailey, ID 83333 INVOICE # 2024-7532DATE 12/12/2024DUE DATE 01/11/2025TERMS Net 30

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[A-T&M] Joseph   Mtg w/ City	0:30	170.00	85.00
[A-T&M] Cory   TS Work	1:30	160.00	240.00
			Subtotal: 4,035.00
3.5% Credit Card Fee - Please remove if paying via ACH or check.	4,035	0.035	141.23
	ID Hailey Airport Way Master Plan - Time & Materials for Oct & Nov 2024  Josh T&M   Kickoff  Cory T&M   TS Work  Cory T&M   TS Work  Cory T&M   TS Work  Cory T&M   TS Work  [A-T&M] Cory   TMP Work  [A-T&M] Cory   TMP Work  [A-T&M] Josh   Work on study  [A-T&M] Cory   TS Work  [A-T&M] Cory   TS Work	ID Hailey Airport Way Master Plan	ID Hailey Airport Way Master Plan

We appreciate your business. Please note our new mailing address listed on this invoice and our EIN for 1099 preparation: 99-1921559 **BALANCE DUE** 

\$4,176.23





### **STATEMENT**

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

ACCT. NO.

DATE:

10002437

11/30/2024

DATE	TYPE	ORDER#	PUBLICATION	AD TYPE	SIZE	DESCRIPTION	AMOUNT
10/31/24	BBF					Balance Brought Forward	1,253.91
11/25/24	CSH					Payment	-110.80
11/25/24	CSH					Payment	-110.80
11/30/24	CSH					Payment	-939.39
11/01/24	INV	12683678	Idaho Mountain Express	Classified	2.38 In.	The City of Hailey has several full-time oppo	62.94
11/06/24	INV	12684281	Idaho Mountain Express	Classified	2.38 In.	The City of Hailey has several full-time oppo	70.94
11/06/24	INV	12684456	Idaho Mountain Express	Class Display	1 X 13	Legal-Ordinance 1339	93.84
11/08/24	INV	12684281	Idaho Mountain Express	Classified	2.38 In.	The City of Hailey has several full-time oppo	62.94
11/13/24	INV	12684281	Idaho Mountain Express	Classified	2.38 In.	The City of Hailey has several full-time oppo	62.94
11/13/24	INV	12684687	Idaho Mountain Express	Class Display	1 X 5	Legal-12/2 P & Z	39.56
11/13/24	INV	12684688	Idaho Mountain Express	Class Display	1 X 4	Legal- ADU 561 Shoshone Drive	27.60
11/13/24	INV	12684689	Idaho Mountain Express	Class Display	1 X 4	Legal-Advocates Lot Line Adj.	30.36
11/13/24	INV	12684690	Idaho Mountain Express	Class Display	1 X 4	Legal-City Sun Valley Lot Line Adj.	31.28
11/15/24	INV	12684281	Idaho Mountain Express	Classified	2.38 In.	The City of Hailey has several full-time oppo	62.94
11/20/24	INV	12684904	Idaho Mountain Express	Class Display	1 X 10	Legal-12/9 City Council	74.52
11/20/24	INV	12684905	Idaho Mountain Express	Class Display	1 X 4	Legal-Advocates Lot Line Adj.	30.36
11/20/24	INV	12684906	Idaho Mountain Express	Class Display	1 X 14	Legal-Resolution 2024-015 URA	186.30
11/27/24	INV	12685121	Idaho Mountain Express	Class Display	1 X 9	Legal-12/16 P & Z	63.48

713.70

URA

713,70

CURRENT	30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE
900:00	92.92	0.00	0.00	992.92

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

11/30/2024

AMOUNT DUE:

\$992.92

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

**AMOUNT ENCLOSED \$** 

713,70

**PAYMENT DUE BY: 12/15/2024** 



# **AFFIDAVIT**

State of Idaho

County of Blaine	
Pam Morris, being first duly sworn, depo of the Idaho Mountain Express, a newsp Ketchum, County of Blaine, State of Ida	aper published every week in ho; that said newspaper has been con-
tinuously and uninterruptedly published consecutive weeks prior to the first publi newspaper qualified to publish legal noti	ication of the annexed notice, and is a ces as provided by the laws of the
a supplement; that the date of the first p	es in said newspaper proper and not in ublication of said advertisement was
on the 30 day of 0 he have publication was on the 20 day of in addition thereto, the annexed advertise	November, 20 24, and,
and addition thereto, the aimexed advertises 25 day of Ochobel, 20 gidnewspaper.idahopublicnotices.com" a	24, digitally on the website
in the state of th	Fan Mous
Subscribed and sworn to before me this, 20 24.	PUBLISHER  20 day of  August 17 Clarker serv
ON OTARY	NOTARY PUBLIC Residing at Hailey, Idaho. My commission expires
MOTARY OF MOTARY	on 7/10/2030
OF WELLS	

COST OF PUBLICATION					
Number of Picas per Line \\\ \	•				
Number of Lines in Notice \\C\8					
Number of Insertions					
Lines tabular at  108 Lines straight at 199.36  108 Subsequent lines at \$86.94	9.0 cents/pica 8.0 cents/pica 7.0 cents/pica TOTAL COST				

#### (O) M2(O) N (O) D

#### NOTICE OF RESOLUTION NO. 2024-015

Public notice is hereby given by the Urban Renewal Agency of the City of Flailey, Blaine County, Idaho (the "Agency"), that on October 22, 2024, the Board of Commissioners of the Agency approved and adopted Resolution No. 2024-015 (the "Resolution") authorizing the issuance and sale to Mountain West Bank, a division of Glacier Bank, of the Agency's Revenue Allocation Bond, Series 2024 (Gateway District Improvement Project), in the principal amount of up to \$3,000,000 (the "Bond"), maturing on September 15, 2034.

The Bond is being issued to finance (i) all or a portion of the Improvements (as defined in the Resolution), located within the revenue allocation area, including, land acquisition (including but not limited to the property described in the Purchase and Sale Agreement (as defined in the Resolution)); street improvements (including drainage improvements, streetscape and typical section improvements, local, arterial and collector streets and pedestrian and bicycle improvements); util-

ity revisions within all planned work areas; downtown public infrastructure improvements (including plaza, town square and pocket parks); public art; and other facilities; and (ii) payment of costs of issuance of the Bond.

Under the Resolution, the Agency has covenanted to make deposits of Pledged Revenues in the Revenue Allocation Fund for the payment of interest coming due on each interest payment date and the payment of principal coming due on each principal payment date. Revenue Allocation Revenues are defined in the Resolution as the incremental tax revenues received by the Agency from the Urban Renewal Plan for the Gateway District Urban Renewal Project (the "Gateway Plan") pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20; Title 50, Idahó Code, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as provided in the Gateway Plan, and any interest earnings in the Revenue Allocation Fund and Bond Fund.

Neither the City of Halley, Idaho. the State of Idaho, its Legislature,

### GGLO

### INVOICE

1301 FIFTH AVENUE SUITE 2200 SEATTLE, WA 98101 **P** +1 206.467.5828 **E** accounting-team@gglo.com

Lisa Horowitz

Hailey Urban Renewal Agency 115 Main Street S, Suite H

Hailey, ID 83337

December 05, 2024

Invoice No:

2024061.01 - 0000003

HURA Airport Way Master Plan Project 2024061.01

Professional Services from November 01, 2024 to November 30, 2024

00000 Reimbursable Expense

Reimbursable Expenses

Parking/Mileage/Travel 117.18 182.44 Lodging

> **Total Reimbursables** 299.62 299.62

**Billing Limits Prior** To-Date Current Expenses 299.62 162.58 462.20 Limit 3,000.00

Remaining 2.537.80

**Total this Task** \$299.62

Task 00100 Discovery

Fee

15,000.00 **Total Fee** 

Percent Complete 85.00 Total Earned 12,750.00

> Previous Fee Billing 6,750.00 **Current Fee Billing** 6,000.00

**Total Fee** 6,000.00

**Total this Task** \$6,000.00

Task 00110 **Draft Master Plan** 

Fee

**Total Fee** 25,000.00

Percent Complete 16.80 Total Earned 4,200.00

> Previous Fee Billing 0.00 **Current Fee Billing** 4,200.00

**Total Fee** 4,200.00

> **Total this Task** \$4,200.00

GGLO Preferred Payment Method is ACH/EFT - Please include Project No. & Invoice No. in remittance.

Preferred Payment Method ACH/EFT

Bank Name: The Commerce Bank of Washington

ABA Routing #: 125008013

Account #: 002117657

email remittance to accounting-team@gglo.com;

To Pay by Paper Check - Please send remit to our Lockbox

GGLÓ LLC Dept. 709 P.O. Box 509017 San Diego, CA 92150

please include Project No. & Invoice No. in remittance

Project 2024061.01 HURA Airport Way Master Plan Invoice 0000003

**Total this Invoice** 

\$10,499.62

Payment is due upon receipt. A monthly interest charge may accrue on unpaid invoices after 30 days.

GGLO Preferred Payment Method is ACH/EFT - Please include Project No. & Invoice No. in remittance to ensure proper allocation.

Preferred Payment Method ACH/EFT

Bank Name: The Commerce Bank of Washington

ABA Routing #: 125008013

Account #: 002117657

email remittance to accounting-team@gglo.com; please include Project No. & Invoice No. in remittance

To Pay by Paper Check - Please sent remit to our Lockbox GGLO LLC Dept. 709
P.O. Box 509017
San Diego, CA 92150
please include Project No. & Invoice No. in remittance

### GGLO

### INVOICE

1301 FIFTH AVENUE SUITE 2200 SEATTLE, WA 98101 **P** +1 206.467.5828 **E** accounting-team@gglo.com

Lisa Horowitz January 03, 2025

Hailey Urban Renewal Agency Invoice No: 2024061.01 - 0000004 115 Main Street S, Suite H

Hailey, ID 83337

HURA Airport Way Master Plan Project 2024061.01

Professional Services from December 01, 2024 to December 31, 2024

00000 Reimbursable Expense

Reimbursable Expenses

Parking/Mileage/Travel 221.10 159.59 Art Supplies

> **Total Reimbursables** 380.69 380.69

**Billing Limits Prior** To-Date Current Expenses 380.69 462.20 842.89 Limit 3,000.00

Remaining 2.157.11

**Total this Task** \$380.69

Task 00100 Discovery

Fee

15,000.00 **Total Fee** 

Percent Complete 100.00 Total Earned 15,000.00

> Previous Fee Billing 12,750.00 **Current Fee Billing** 2,250.00

**Total Fee** 2,250.00

**Total this Task** \$2,250.00

Task 00110 **Draft Master Plan** 

Fee

**Total Fee** 25,000.00

Percent Complete 44.45 Total Earned 11,112.50

> 4.200.00 Previous Fee Billing **Current Fee Billing** 6,912.50

**Total Fee** 6,912.50

> **Total this Task** \$6,912.50

GGLO Preferred Payment Method is ACH/EFT - Please include Project No. & Invoice No. in remittance.

Preferred Payment Method ACH/EFT Bank Name: The Commerce Bank of Washington

ABA Routing #: 125008013 Account #: 002117657 email remittance to accounting-team@gglo.com;

To Pay by Paper Check - Please send remit to our Lockbox GGLÓ LLC Dept. 709 P.O. Box 509017 San Diego, CA 92150 please include Project No. & Invoice No. in remittance

			Total this Invoice	\$9 543 19
Project	2024061.01	HURA Airport Way Master Plan	Invoice	0000004

**Outstanding Invoices** 

 Number
 Date
 Balance

 0000003
 12/5/2024
 10,499.62

 Total
 10,499.62

Total Now Due \$20,042.81

Payment is due upon receipt. A monthly interest charge may accrue on unpaid invoices after 30 days.

GGLO Preferred Payment Method is ACH/EFT - Please include Project No. & Invoice No. in remittance to ensure proper allocation.

Preferred Payment Method ACH/EFT

Bank Name: The Commerce Bank of Washington

ABA Routing #: 125008013 Account #: 002117657

email remittance to accounting-team@gglo.com; please include Project No. & Invoice No. in remittance

To Pay by Paper Check - Please sent remit to our Lockbox GGLO LLC Dept. 709
P.O. Box 509017
San Diego, CA 92150
please include Project No. & Invoice No. in remittance

**Worth Printing** 

312 S Main St Hailey, ID 83333 (208) 928-4321 worthprintingidaho.com

**Hours of Operations:** M-F 9:00-5:00

WORTH printing

#### **INVOICE**

BILL TO

City of Hailey (City Hall)

Lisa Horowitz 115 Main St S Hailey, ID 83333 ap@haileycityhall.org SHIP TO

City of Hailey (City Hall)

Lisa Horowitz 115 Main St S Hailey, ID 83333 ap@haileycityhall.org Order Code --

Location

Job Description Invoice Number:

6004

PO#:

Posters/printing-Hailey

Mark Sindell

Invoice Date:

11/20/2024

Due:

12/11/2024

Shipping Option

-50

Salesperson

Jeff McLaren

Amount Due (USD):

\$212.05

Title	Unit Price	QTY	Price
Posters Posters Size: 30x40 Quantity: 6 Paper Type: 36# Coated Matte Product Orientation: Vertical	\$32.95 (USD)	6	\$197.70
No Upload - Printing Prints Paper Type: 80# 11 X 17 TITAN DULL TEXT Black and White or Color Printing: Color Printing Color Page Size: Letter Color Pages: 6 Color Page Price: 3.54 Lamination: None Finishing Options: None Quantity: 4	\$3.59 (USD)	4	\$14.35

Sub Total:	\$212.05
Discount (0%):	\$0.00
Tax (0%):	\$0.00

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



December 31, 2024

887

Hailey Urban Renewal Agency

Attn: Lisa Horowitz

City of Hailey

115 Main Street South

Hailey, ID 83333

Invoice No. 212380

Client No.

Matter No. 1

Billing Attorney: MSC

#### **INVOICE SUMMARY**

For Professional Services Rendered from December 3, 2024 through December 31, 2024.

RE: General

Total Professional Services \$ 500.00
Total Costs Advanced \$ .00

TOTAL THIS INVOICE \$ 500.00

251 E. Front Street, Suite 300 Boise, Idaho 83702 Tax ID No. 82-0451327

Telephone 208-343-5454 Fax 208-384-5844



December 31, 2024

Hailey Urban Renewal Agency

Attn: Lisa Horowitz City of Hailey

115 Main Street South Hailey, ID 83333

Invoice No.

212380

Client No. Matter No. 887

Billing Attorney:

1 MSC

#### REMITTANCE

**RE:** General

#### **BALANCE DUE THIS INVOICE**

\$ 500.00

#### **ONLINE PAYMENTS**

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.

NOTE: A 3% convenience surcharge will be applied to all of these transactions.

To pay online, please click here: or go to: www.elamburke.com/payments

#### **ACH PAYMENTS IN USD**

Account Holder: Elam & Burke, PA

Bank Name:

U.S. Bank

Branch Name:

Meridian CenterPoint Office

**Account Number:** 

82982196

**ABA Routing Number:** 

021052053

**CHECK PAYMENTS** 

All checks should be made payable to:

Elam & Burke, PA

ATTN: Accounts Receivable 251 E. Front Street, Suite 300

Boise, ID 83702

(Please return this advice with payment.)

Please reference: Invoice 212380, File # 887 - 1 on all payments.

INVOICES ARE PAYABLE UPON RECEIPT Thank you! Your business is greatly appreciated.

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



December 31, 2024

Hailey Urban Renewal Agency

Attn: Lisa Horowitz

City of Hailey

115 Main Street South

Hailey, ID 83333

Invoice No. 212381

Client No.

887

Matter No.

5

Billing Attorney:

MSC

#### **INVOICE SUMMARY**

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

RE: 2024 Financing

Total Professional Services \$ 1,031.00
Total Costs Advanced \$ .00

TOTAL THIS INVOICE \$ 1,031.00

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



December 31, 2024

Hailey Urban Renewal Agency

Attn: Lisa Horowitz City of Hailey

115 Main Street South Hailey, ID 83333

Invoice No.

212381

Client No.

887

Matter No.

5

Billing Attorney:

MSC

#### **REMITTANCE**

RE: 2024 Financing

#### **BALANCE DUE THIS INVOICE**

\$ 1,031.00

#### **ONLINE PAYMENTS**

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.

NOTE: A 3% convenience surcharge will be applied to all of these transactions.

To pay online, please click here: or go to: www.elamburke.com/payments

#### **ACH PAYMENTS IN USD**

Account Holder:

Elam & Burke, PA

Bank Name:

U.S. Bank

Branch Name:

Meridian CenterPoint Office

**Account Number:** 

82982196

**ABA Routing Number:** 

021052053

#### **CHECK PAYMENTS**

All checks should be made payable to:

Elam & Burke, PA

**ATTN: Accounts Receivable** 

251 E. Front Street, Suite 300

Boise, ID 83702

(Please return this advice with payment.)

Please reference: Invoice 212381, File # 887 - 5 on all payments.

INVOICES ARE PAYABLE UPON RECEIPT Thank you! Your business is greatly appreciated.

# Return to Agenda

Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via Teams
Tuesday, December 17, 2024
11:00 AM

#### THIS MEETING IS BEING HELD IN MICROSOFT TEAMS.

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 237 503 468 111 Passcode: q2iFwo

Download Teams | Join on the web

Or call in (audio only)

<u>+1 469-206-8535,,324529467#</u> United States, Dallas

Phone Conference ID: 324 529 467#

**Email:** Public comments may be shared with the Agency Board via email to Lisa Horowitz, <a href="mailto:lisa.horowitz@haileycityhall.org">lisa.horowitz@haileycityhall.org</a>. Emails or other written testimony must be <a href="mailto:received no later than 5:00">received no later than 5:00</a> <a href="mailto:p.m.">p.m.</a> on Monday, December 16, 2024.

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

If there are any questions, contact Lisa Horowitz at <a href="lisa.horowitz@haileycityhall.org">lisa.horowitz@haileycityhall.org</a> or (208) 788-4221.

Chair: Larry Schwartz

Vice Chair: Sandi Viau

Treasurer Becky Stokes

Board Members Martha Burke, Bob Brand, Brian McCue

Staff Support: Lisa Horowitz, Executive Director of HURA and City Administrator

#### Present

Board: Bob Brand, Martha Burke, Larry Schwartz

Staff: Lisa Horowitz, Brian Yeager, Lisa Enourato, Becky Stokes, Jessie Parker

Absent: Sandi Viau, Brian McCue

#### Next Resolution Available: 2024-020

- A. 11:00:30 AM CALL TO ORDER
- B. <u>11:00:32 AM</u> Consent Agenda (ACTION ITEM):
  - CA 1 Motion to approve bills since November 2024. ACTION ITEM
  - CA 2 Motion to approve meeting minutes dated October 22, 2024. ACTION ITEM

11:00:38 AM Burke Motion to approve CA 1. Brand seconded. All in Favor

11:00:53 AM Burke Motion to approve CA 2. Brand seconded. All in Favor

#### C. Presentations:

- 11:01:07 AM PP 1 Revised priority project presentation by GGLO and direction from HURA Board

as to any refinements on the Downtown Master Plan.

Mark Sindell introduced himself and provided an updated presentation on Downtown Master Plan.

Schwartz noted comments received in public comment are areas of concerned and that board's goal is to have some sort of solution. Sindell continued with summarizing latest update for Bullion Promenade, and River St. Sindell summarized spreadsheet of recommendation of when/how to spend funds from Bond.

11:21:04 AM Horowitz asked bard if able to meeting on January 27<sup>th</sup> from 5-6 for joint meeting with City Council.

 Update from GGLO on stakeholder and public workshops related to the Airport Way Transportation Master Plan and discussion of survey questions.

11:22:50 AM Sindell provided a high level overview of steps taken today and the next steps to take for the Airport Transportation Master Plan, high lighting key components of the project. Sindell provided a summary of feedback received from the stake holder meeting and the public workshop. Sindell presented draft survey set to go live in near future. Sindell confirmed wll bck in January with results from survey.

#### D. New Business (ACTION ITEM):

 11:51:08 AM NB 1 Consideration of Resolution 2024-\_\_\_\_\_, a resolution adopting Tax Compliance Procedures for Tax-Exempt Bonds. ACTION ITEM

Meghan Conrad explained that this is a requirement in terms of how staff complies with bond covenant and why the board needs to authorize this due to the city and the URA being separate entities.

11:52:35 AM Brand motion to approve Resolution 2024-020, a resolution adopting Tax Compliance Procedures for Tax-Exempt Bonds. Burke seconded. All in favor

11:52:52 AM NB 2 Consideration of migration from QuickBooks to Caselle. ACTION ITEM

11:53:05 AM Stokes explained challenges with Quickbooks and that staff would prefer to use Caselle.

11:54:31 AM Burke motion to approve migration from QuickBooks to Caselle. Schwartz seconded. All in favor.

#### E. Staff Reports

- SR 1 Financials

Revised reports handed out.

11:55:41 AM Stokes summarized audit status and current financial reports.

- **SR 2** Staff Updates:
- **SR 2** Upcoming Meetings: January 21, 2025

LL Greens RPA will be heard at January meeting.

<u>11:59:12 AM</u> Steve Crosser asked where board plans to start with the bullion promenade.

#### F. Adjourn

12:01:23 PM Burke motion to adjourn. Brand seconded. All in Favor.

# Return to Agenda

#### **AGENDA ITEM SUMMARY**

DATE:	01/21/2025	<b>District:</b> Gateway and Airport Way Districts	STAFF: LH/BY/JP							
	SUBJECT: Motion to authorize staff to proceed issuing payment of \$584,536.48 approved under Resolution 2024-016. ACTION ITEM									
BACKO	GROUND/SUMMARY OF	ALTERNATIVES CONSIDERED:								
of wor	k done to date for the Ri	d approved Resolution 2024-016, attached, authors of the Street Improvements and LHTAC project. As issuance of this payment until the closing of the	part of the discussion the							
	The Gateway Bond was completed in December 2024 and the Agency has received the funds. Staff is bringing this back to the board for authorization to proceed with payment to the City of Hailey.									
RECO	MMENDATION FROM AF	PPLICABLE DEPARTMENT HEAD:								
	Motion to authorize staff to proceed issuing payment of \$584,536.48 approved under Resolution 2024-016 <b>ACTION ITEM</b>									
ACTIO	N OF THE HAILEY URBAI	N RENEWAL BOARD:								
Date										
Admin	istrative Assistant									



115 MAIN STREET S. SUITE H HAILEY, ID 83333 PHONE: (208) 788-4221 FAX: (208) 788-2924

INVOICE #	INVOICE DATE
111845795	09/30/2024
DUE DATE	CUSTOMER ACCOUNT NUMBER
10/10/2024	8513
AMOUNT DUE	TERMS:
584,536.48	DUE UPON RECEIPT

BILL TO:

HAILEY URBAN RENEWAL AGENCY

115 MAIN STREET SOUTH HAILEY ID 83333 PLEASE DETACH AND RETURN THIS TOP PORTION WITH YOUR PAYMENT BY DUE DATE TO:

CITY OF HAILEY 115 S MAIN ST STE H HAILEY, ID 83333

### **INVOICE**

DESCRIPTION	QUANTITY	CHARGE	EXT. PRICE
FY24 River St Reimbursement FY24 LHTAC Reimbrusement	1 1	568,442.98 16,093.50	568,442.98 16,093.50
			584,536.48
			TOTAL AMOUNT DUE

THANK YOU FOR YOUR PROMPT PAYMENT For Billing Inquiries Call: (208)788-4221 Office Hours: 9:00 a.m. - 5:00 p.m. Monday thru Friday

#### **AGENDA ITEM SUMMARY**

DATE: 10/22/2024	District: Gateway and Airport Way Districts STAFF: LH/BY/JP							
SUBJECT: Consideration of Resolution 2024- Cas resolution authorizing final payment of River Street Improvements and LHTAC agreements. ACTION ITEM								
BACKGROUND/SUMMARY O	F ALTERNATIVES CONSIDERED:							
The Agency first entered into an agreement with the City of Hailey in 2019 (2019-004) for River Street Downtown Improvements. A second agreement was approved in 2021 (2021-003).								
Assist Council (LHTAC) grant r it was determined more clarit	f the River Street Downtown Improvement is the Local Highway Technica natch. In 2023, staff brought the agreement for LHTAC back to the Board y was required for the LHTAC reimbursement agreement. The Board , clarifying the reimbursement agreement for LHTAC portion of River							
and \$303,096.40 towards the	otal of \$950,777.00 has been committed to the River Street Improvemen LHTAC grant. With the closing of FY24, the City has received the final ompleted along River Street from Bullion to the McKercher and HWY 75							
	an additional \$134,947.58 for River Street and \$44,385.84 for LHTAC is scribed by staff in the meeting. See attached spreadsheet for							
Future Projects:								
	LHTAC projects previously discussed in May 2024 that Board expressed be bringing back to the Board.							
Proposed LHTAC Projects	Estimated Amount to be Requested							
Silva Cells	\$75,000							
Extra Silva Cells	\$25,0000							
Underground Electrical	\$600,000							
Streetlights	\$160,000							
Well Head Park	TBD							
Irrigation	\$250,000							
Landscape	\$150,000							
Civil Science CE&I	\$50,000							
At a future meeting, the Board and staff will discuss the next steps regarding River Street Improvements.								
RECOMMENDATION FROM A	PPLICABLE DEPARTMENT HEAD:							
Motion to adopt Resolution 2024 () (), as resolution authorizing final payment of River Street								
Improvements and LHTAC agreements. ACTION ITEM								
ACTION OF THE HAILEY URBAN RENEWAL BOARD:								

Administrative Assistant

#### RESOLUTION NO. 2024-CAC

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN OF HAILEY. IDAHO. APPROVING RENEWAL AGENCY REIMBURSEMENT TO THE CITY OF HAILEY FOR CERTAIN DESIGN COSTS AND LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL GRANT MATCH FUNDS RELATING TO THE RIVER IMPROVEMENTS PROJECT: AUTHORIZING THE CHAIR TO TAKE ALL ACTION **IMPLEMENT** THIS **RESOLUTION:** NECESSARY TO AUTHORIZING THE APPROPRIATION OF FUNDS: 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 the 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, 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 (the "River Street Improvements 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 (the "LHTAC River Street Improvements"), but is insufficient to fund the entire scope of the contemplated River Street Improvements Project. 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 Improvements Project outside of the LHTAC River Street Improvements, 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 over several years. The Agency is and continues to be interested in funding the River Street Improvements Project;

WHEREAS, the City and Agency entered into the Planning, Design, Engineering, and Construction Project Agreement, dated May 2021, approved by Agency Resolution No. 2021-003, dated May 13, 2021, regarding Agency funding of certain improvements outside the scope of the LHTAC River Street Improvements and the River Street Improvements Project, in the amount of \$600,000 to participate in the immediate funding of a portion of the River Street Improvement Project, including construction of an interim bicycle/pedestrian pathway along River Street, generally between McKercher Blvd and Bullion Street. The project included 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 was constructed on both the east and west sides of River Street (the "Phase 1 Improvements"). The Phase 1 Improvements have been completed by City staff. Construction costs have escalated since 2021. Based on final invoicing of this project, an additional \$134,947.58 is requested regarding River Street Design costs;

WHEREAS, the City has paid the 7.34% LHTAC Grant Match related to the LHTAC River Street Improvements, in the amount of \$303,096.40 that has been reimbursed per 2023-006; additional payments have been processed or are underway in the amount of \$44,385.84.

WHEREAS, the City seeks reimbursement from the Agency for the LHTAC River Street Improvements and the additional River Street Improvements design costs;

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 LHTAC River Street Improvements and River Street Improvement Project;

WHEREAS, the City and the Agency hereby find and determine that coordination and funding of the LHTAC River Street Improvements and the River Street Improvements Project enables the City and Agency 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, Agency staff recommends approval of the City's request for reimbursement in the amount of \$179,333.42, related to costs incurred by the City for the LHTAC River Street Improvements and the River Street Improvements Project;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the request for reimbursement and to authorize the Chair to appropriate \$179,333.42 for reimbursement to the City subject to certain 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 Agency is hereby authorized to take necessary action to appropriate and tender ONE HUNDRED THOUSAND SEVENTY-NINE, THREE HUNDRED THIRTY-THREE AND 42/100 (\$179,333.42) to the City for the reimbursement of certain design and grant match funds for the LHTAC River Street Improvements, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; namely, City of Hailey has expended the funds and is seeking reimbursement; and further is authorized to approve and accept any necessary technical changes to this Resolution upon advice from Agency's legal counsel that said changes are consistent with the comments and discussions received at the October 22, 2024, Agency Board meeting; and the Agency is authorized to appropriate any and all funds contemplated by this Resolution.

Section 3: 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 September 19, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on October 22, 2024.

APPROVED:

Chair of the Boar

ATTEST:

4843-5114-8264, v. 1

River Street Project 10.15.0002.1				LHTAC Reimbu	rsement 18.40.00	01.1	
River Street Downtown 2019-004		\$350,777.00		LHTAC Reimbursement	2023-006	\$303,096.40	
	River Street Improvements Between Cedar & McKercher	2021-003	\$600,000.00				
	Total Committed		\$950,777.00		Total Committed		\$303,096.40
Invoices Billed & Paid	111843926 111845357 111844777 111844778 111845217	4/5/2022 9/29/2022 10/30/2022		Invoices Billed & Paid	111845357 111845213	4/5/2022 9/14/2023	-\$28,292.34 -\$303,096.40
	Amount Remaining		\$433,401.90		Amount Remaining		-\$28,292.34
Upcoming Invoices	TBD - Cost reimbursement	FY24	-\$595,465.08	Upcoming Invoices	TBD	FY24	-\$16,093.50
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06/05/3021	8&G ORI WORKS, U.C.	179,000,00	21309 McKERCHER HLVD	 
9/27/2023	BAG DIFTWORKS, LLC	\$82,319.00	23 J28 MCKERCHER BLVG IMPROVIJANI NT	
10/2/2013	CHECKERED FLAG TRUCKING	\$2,680.00	RIVER ST BIJE PATH GRADER MIDBILIZATION	
1/2/24/3023	IDAHO LINES AND 9GNS	527,115.60	URASTRUMO POST CHIP SEAL 2028 STOP & DROSSW	 <u> </u>
10/24/2023	B&G DIRTWORKS, LLC	\$6,653.66	MOXERCHER BLVD IMPETHERMORLASTIC STILLFRIN	
11/5/2023	GALÉNA-JENCHMARK J	\$1,258.25	1123-028-SPRUCE AND RIVER SIDEWALK	
11/4/2023	GALENA BENCHMARK E	\$3,060.00	MORRICHER SCIEWALKS MIRLICE BLVER SERWALLIS	
11/15/2023	B&G DIFFWORKS, U.C.	535,493.41	Mckercher Blvd improvements	
5/21/2024	BBG DIRTWORKS, LLC	575,000.00	RIVER SPRUCE INFERSECTION 151	 1
6/3/2024	B&G-ORTWORKS, LLC	\$75,000.00	RIVER SPRUCE INTERSECTING 2ND	
7/21/2024	B&G-CIRTWORKS, LLC	575,900 00	RIVER SPHOCE INTERSECTION 3RD	 
10/7/2024	BBG-0HTWORKS, LLC	5115,152.00	RIVER SPRIZE INTERSECTION ATH	
10/3/2024	CLEARWATER LANCISCAPING	58,471.16	SABINE HINES LINES MEIT WAX	

Amount to be paid \$5.95,46

#### LHTAC River Street: URA pays 7.34% of Balance

			LHTAC River Street: URA pays 7.34% of Balance		C of H invoice	CofH Invoice	
		A	Description	IRA Amount to Pa		Date	
Date	Contractor	Amount	LHTAC - RIVER ST. GRAN 1004041547	\$660.60	111844357	4/5/2022	
9/25/2017	IDAHO TRANSPORTATIO	\$9,000.00		\$2,206.57	111844357	4/5/2022	
1/11/2019	STANLEY CONSULTANTS	\$30,062.29	18807 - INV. #0210779 - RI 1204041539	\$1,163.37	111844357	4/5/2022	
1/28/2019	STANLEY CONSULTANTS	\$15,849.77	18807 - INV. #211619 -Pro 1204041539	\$1,062.24	111844357	4/5/2022	
4/24/2019	STANLEY CONSULTANTS	\$14,471.93	18807-INV. #0212969-RIV 1204041539	\$1,445.38	111844357	4/5/2022	
4/24/2019	STANLEY CONSULTANTS	\$19,691.85	18807-INV.#0212440-RIVE 1204041539	\$79.91	111844357	4/5/2022	
5/9/2019	STANLEY CONSULTANTS	\$1,088.75	18807-INV#0213671-RIVE 1204041539	\$1,302.20	111844357	4/5/2022	
5/29/2019	STANLEY CONSULTANTS	\$17,741.18	1887-INV#0214566-RIVER 1204041539	\$1,302.20	111844357	4/5/2022	
6/29/2019	STANLEY CONSULTANTS	\$18,126.83	18807-INV#215170-RIVER 1204041539		111844357	4/5/2022	
8/22/2019	STANLEY CONSULTANTS	\$2,246.81	18807-INV#215838-RIVER 1204041539	\$164.92		4/5/2022	
8/29/2019	STANLEY CONSULTANTS	\$37,415.87	18807-INV#0216506-RIVE 1204041539	\$2,746.32	111844357		
10/22/2019	STANLEY CONSULTANTS	\$3,305.60	18807-INV#218035-RIVER 1204041539	\$242.63	111844357	4/5/2022	
10/24/2019	STANLEY CONSULTANTS	\$1,772.94	18807-INV#0217287-RIVE 1204041539	\$130.13	111844357	4/5/2022	
12/19/2019	STANLEY CONSULTANTS	\$367.28	18807-INV#0217287-RIVE 1204041539	\$26.96	111844357	4/5/2022	
1/7/2020	STANLEY CONSULTANTS	\$278.97	18807-INV#0217287-RIVE 1204041539	\$20.48	111844357	4/5/2022	
2/18/2020	STANLEY CONSULTANTS	\$734.58	18807-INV#0220136-RIVE 1204041539	\$53.92	111844357	4/5/2022	
3/9/2020	STANLEY CONSULTANTS	\$3,497.82	18807-INV#0220136-RIVE 1204041539	\$256.74	111844357	4/5/2022	
6/5/2020	STANLEY CONSULTANTS	\$1,045.61	18807-INV#0222918-RIVE 1204041539	\$76.75	111844357	4/5/2022	
10/19/2020	STANLEY CONSULTANTS	\$1,069.36	18807-INV#0226343-RIVE 1204041539	\$78.49	111844357	4/5/2022	
2/22/2021	STANLEY CONSULTANTS	\$449.44	18807-INV#0229058-RIVE 1204041549	\$32.99	111844357	4/5/2022	
3/8/2021	STANLEY CONSULTANTS	\$2,617.77	Riv St phase 2 progress re	\$192.14	111844357	4/5/2022	
3/8/2021	STANLEY CONSULTANTS	\$5,248.66	RIv St phase 2 prog rept 3	\$385.25	111844357	4/5/2022	
3/25/2021	STANLEY CONSULTANTS	\$417.25	18807-INV#0229493-RIVE 1204041549	\$30.63	111844357	4/5/2022	
3/25/2021	STANLEY CONSULTANTS	\$22,985.26	18807-INV#0229495-RIVE 1204041549	\$1,687.12	111844357	4/5/2022	
4/30/2021	STANLEY CONSULTANTS	\$29,333.70	18807-INV#0230202-RIVE 1204041549	\$2,153.09	111844357	4/5/2022	
9/3/2021	STANLEY CONSULTANTS	\$1,808.00	18807-INV#00233297-RIV 1204041549	\$132.71	111844357	4/5/2022	
6/25/2021	STANLEY CONSULTANTS	\$18,906.03	18807-INV#0230911-RIVE 1204041549	\$1,387.70	111844357	4/5/2022	
6/30/2021	STANLEY CONSULTANTS	\$22,425.41	18807-INV#0234806-RIVE 1204041549	\$1,646.03	111844357	4/5/2022	
11/5/2021	STANLEY CONSULTANTS	\$3,367.92	18807-INV#0233531-RIVE 1204041549	\$247.21	111844357	4/5/2022	]
7/30/2021	STANLEY CONSULTANTS	\$100,127.28	18807-INV#0232664-RIVE 1204041549	\$7,349.34	111844357	4/5/2022	
		Total Pre	viously Paid	\$28,292.34			
12/07/2022	IDAHO TRANSPORTATIO	45,000.00	18807 - River St Walnut to	45,000.00	111845213	9/14/2023	Down Payment
06/30/2023	STANLEY CONSULTANTS	5,472.87	18807-INV#00233297-RIV	\$401.71	111845213	9/15/2023	
06/30/2023		7,633.16	18807-INV#0247090-RIVE	\$560.27	111845213	9/16/2023	
07/01/2023		2,525.00	385.23.1 RIVER ST. LHTA	2,525.00	111845213	9/17/2023	Not part of 7.34% HURA to pay full amount
08/01/2023	LYON LANDSCAPE ARCH	1,700.00	385.23.4 RIVER ST. LHTA	1,700.00	111845213	9/18/2023	Not part of 7.34% HURA to pay full amount
08/29/2023	IDAHO TRANSPORTATIO	248,109.00	18807 River St. Walnut to	\$248,109.00	111845213	9/19/2023	
09/01/2023	LYON LANDSCAPE ARCH	4,800.00	385.23.5 RIVER ST. LHTA	4,800.00	111845213	9/20/2023	Not part of 7.34% HURA to pay full amount
11/04/2022		1,869.71	0236157 RIVER ST WALNUTE TO VALENDA PHASE 2 OCT 2021				
11/01/2022	31111221 0011002111111	_,		\$137.24	111845213	9/21/2023	
		Total Pre	eviously Paid	\$303,095.98			-
		10001110		, ,			
12/18/2023	STANLEY CONSULTANTS	\$878.39	18807-INV#0249627 RIVER STREET PHASE 2 PROG RPT 17	\$64.47			
10/11/2023		\$4,715.66	18807-INV#0248260 - RIVER ST PHASE 2 PROG RPT 16	\$346.13			1
6/30/2023	STANLEY CONSULTANTS	\$7,633.16	18807-INV#0247090-RIVER ST PHASE2-PROG RPT 14	\$560.27			1
10/3/2023	STANLEY CONSULTANTS	\$8,653.38	18807-INV#0248065-RIVER ST PHASE 2 PROG RPT 15	\$635.16			listed as 14 in caselle - typo
9/6/2023	Lyon LandScape	30,033.20	385.23.5 RIVER ST LHTAC BULLION	\$4,800.00			Not part of 7.34% HURA to pay full amount
7/24/2024	PLATT		RIVER ST PROJ. COVERS, LIDS	\$2,838.05			1
7/29/2024	PLATT		RIVER ST PROJ COVER LIDS	\$4,443.53			-
7/30/2024	PLATT		RIVER ST PROJ. COVERS, LIDS	\$76.70		1	
8/12/2024	PLATT		RIVER ST PROJ. COVERS, LIDS	\$1,423.51		1	
	WALKER SAND AND GRAVEL		LIONS PARK NAT SAND COM RD BASE	\$905.67		1	
3/24/2024	WALKER SHIP AND GRAVEL	-	- OTTO I CHILITATE OF THE OFFICE OF THE			1	
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\$16,093.50

# Return to Agenda

#### **AGENDA ITEM SUMMARY**

<b>DATE:</b> 01/21/2025	<b>District:</b> Gateway District	STAFF: LH
· <del></del>	of a Reimbursement Participation Agro n Street (Lot 1A, Block 2, Northridge )	eement with L.L. Green's Hardware, Inc ().
BACKGROUND/SUMMAR	RY OF ALTERNATIVES CONSIDERED:	
improvements related to located at 920 North Mai improvements to North N	the development of one commercial n Street (Lot 1A, Block 2, Northridge ) Nain Street and East McKercher Boule in Street; and a ten (10) foot wide pat	· ·
The applicant is requestir not to exceed \$123,745.0	-	public infrastructure costs in an amount
Using the 2024 tax rate or project may generate app	•	
	approval from Planning and Zoning and is coming to HURA now due to a m	
RECOMMENDATION FRO	M APPLICABLE DEPARTMENT HEAD:	
Agreement with L.L. Gree	astructure improvements adjacent to	ing a Reimbursement Participation Renewal Agency for reimbursement of L.L. Green's Hardware along North Main
ACTION OF THE HAILEY U	JRBAN RENEWAL BOARD:	
Date		
Administrative Assistant		

RESOLUTION NO.	2025-
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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 L.L. GREEN'S HARDWARE, INC; 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, L.L. Green's Hardware, Inc (the "Participant") owns or controls certain real property located at 920 North Main Street, Hailey, Idaho (the "Project Site") which is more accurately depicted as Lot 1A, Block 2, Northridge X. The Project Site has been developed into a commercial space, known as L.L. Green's Hardware (the "Project");

WHEREAS, as part of the Participant's Project, Participant has made improvements to certain public infrastructure, including improvements to North Main Street and East McKercher Boulevard; installation of curb, gutter and sidewalk along North Main Street; and a ten (10) foot wide pathway along East McKercher Boulevard adjacent to the Project Site (the "Improvement Project");

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

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

WHEREAS, Agency and Participant have regularly communicated during the development of Participant's Project; however Participant failed to timely submit the application for Agency participation

due to a misunderstanding of the process. Both Agency and Participant proceeded in discussions based on the understanding this Project was eligible for Agency participation;

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

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

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

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

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

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

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

<u>Section 2</u>: 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 January 21, 2025, 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	y of Hailey, Idaho, on January, 2025. Signed by the
Chair of the Board of Commissioners and attes	sted by the Secretary to the Board of Commissioners, on
January, 2025.	
	LIDDANI DENIEVALIA CENCY OF HALLEY
	URBAN RENEWAL AGENCY OF HAILEY
	By
	Chair
ATTEST:	
Ву	
Secretary	

## Exhibit A Reimbursement Participation Agreement –L.L. Green's Hardware, Inc

### REIMBURSEMENT PARTICIPATION AGREEMENT (L.L. Green's Hardware, Inc)

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 L.L. Green's Hardware, Inc, an Idaho corporation ("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 920 North Main Street, Hailey, Idaho (the "Project Site") which is more accurately described as Lots 1A, Block 2, Northridge X, Blaine County, Idaho. The Project Site will be developed into one (1) commercial space (the "Participant's Project").
- B. As part of the Participant's Project, Participant has made improvements to certain public infrastructure, including improvements to North Main Street and East McKercher Boulevard; installation of curb, gutter and sidewalk along North Main Street; and a ten (10) foot wide pathway along East McKercher Boulevard adjacent to the Project Site; (the "Improvement Project"). The scope and details of the Improvement Project are more specifically set forth and depicted on attached **Exhibit A**, attached hereto and incorporated herein.
- C. The Project Site, Participant's Project, and the Improvement Project are located within the Gateway District revenue allocation area (the "Gateway District") and are subject to the Urban Renewal Plan for the Gateway District Urban Renewal Project (the "Plan"). The Plan was approved by the City Council on October 15, 2013, by Ordinance No. 1138. The Plan includes various measures to mitigate and remediate the Gateway District. The Agency has also adopted guidelines for funding participation by the Agency Board's adoption of Resolution 2020-001 on June 11, 2020, as may be further amended from time to time (the "Participation Policy").
- D. The Improvement Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Gateway District.
- E. Participant filed an application for funding as set forth in the Agency's Participation Policy, and Participant's Project qualified for certain funding under the Participation Policy.
- F. As a result of Participant's agreement to construct the Improvement Project, and Participant's commitment to comply with the terms of the Plan, Agency deemed it appropriate to reimburse Participant for certain costs related to the Improvement Project in compliance with the Plan and the Participation Policy, to achieve the objectives set forth in the Plan and as further set forth in this Agreement.
- G. Agency deems it appropriate to assist in the development of the Improvement Project to achieve the objectives set forth in the Plan.

#### **AGREEMENTS**

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

- 1. <u>Effective Date</u>. 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.** <u>Construction of the Improvement Project.</u> Participant agreed to construct the Improvement Project consistent with the following:

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

- **3.** <u>Initial Construction Funding.</u> Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as <u>Exhibit B</u> are only estimates by Participant's contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on <u>Exhibit B</u>.
- 4. <u>Notification of Completion; Inspection.</u> 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.** <u>Determining Actual Payment after Completion of Construction</u>. Participant shall provide appropriate documentation ("Cost Documentation") to Agency demonstrating that Participant has expended funds for eligible costs in order to receive payment per the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to Agency that construction of the Improvement Project is complete and shall include:
  - a. An accounting of the costs associated with the completed Improvement Project and evidence of payment of such costs by Participant (i.e. lien waivers). Participant shall include a schedule of values that includes line items for the Improvement Project improvements so they are identifiable separate from other line items associated with the private development ("Schedule of Values").
  - b. Invoices from Participant's general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g., excavation, material fill, pavement, etc.). Invoices shall specify quantities and unit costs of materials, and a percentage estimate of how much material was used for the Improvement Project in comparison to the amount used for the remainder of Participant's project ("Invoices").

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

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

Within thirty (30) days of Agency's receipt of the Cost Documentation, Agency will notify Participant in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed. Based on the terms of this Agreement, the Plan and the Participation Policy, Agency shall, in its reasonable discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in Exhibit B. In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within seven (7) business days explaining why Participant believes Agency's calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within seven (7) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

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

- **6.** Agency's Reimbursement Payment Amount and Payment Period. In accordance with the Plan and Participation Policy, Agency agrees to reimburse Participant as follows:
- a. Agency will only reimburse Participant for the Actual Eligible Costs of the Improvement Project as determined in Section 5 of this Agreement (the "Reimbursement Obligation").
- b. The Agency's Reimbursement Obligation shall not commence until (1) completion of the Improvement Project as determined by the Agency; (2) the Certificate of Occupancy, or the equivalent thereof, is issued for Participant's Project; and (3) revenue allocation proceeds as described in the Act are received by the Agency from the Project Site based on the full assessed value of Participant's Project.
  - c. Actual Eligible Costs shall not exceed \$123,745.08 WITH NO INTEREST.

- d. On a biannual basis, Agency shall disburse to Participant 75% of the revenue allocation (tax increment) proceeds Agency receives from the Project Site until the Actual Eligible Costs are fully reimbursed, or December 31, 2033, whichever is earlier. The Reimbursement Period will commence the calendar year in which the requirements set forth in Section 6(b) are met. The first biannual payment from receipt of revenue allocation proceeds from the Project Site by Agency, is due by April 1, and the second payment is due by September 1.
- e. At Agency's written request, Participant shall provide Agency with its property tax notices and evidence of property tax payments to assist the Agency in determining the amount of revenue allocation (tax increment) proceeds received from the Project Site. Participant shall be responsible for providing Agency property tax notices and evidence of property tax payment from other persons or entities being assessed for ownership interests within the Project Site.
- f. If the Actual Eligible Costs have not been fully reimbursed on or before December 31, 2033 any further obligation of the Agency is terminated, and Participant shall have no right for any payments beyond that period. Following completion of Participant's Project, Participant has provided the Agency with an estimated assessed new taxable value of the Participant's Project of approximately \$4,312,568.00. Based on the applicable 2024 levy rates overlapping the Gateway District totaling 0.002127084, and following the full assessed value being placed on the tax rolls as increment, the estimated total annual revenue to the Agency from Participant's Project is \$9,173.19 per year, although actual total annual revenue to the Agency from Participant's Project may be higher or lower and Participant expressly acknowledges there are several variable factors impacting the Agency's revenue stream, including but not limited to adjustments to the base assessment value of the Project Site, annual changes to the assessed values and annual changes to the taxing districts' levy rates.

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

It is the specific intent of the Parties that the Agency reimbursement shall be paid from the tax increment monies, if any, that are paid to Agency as a direct result of the Participant's Project. Agency's payment obligations hereunder shall not constitute a general obligation or debt of Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the seventy-five (75%) percent of the revenue allocation funds generated by Participant's Project during the reimbursement period.

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

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

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

8. <u>Subordination of Reimbursement Obligations</u>. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Gateway District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation REIMBURSEMENT PARTICIPATION AGREEMENT - 4 of 18

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 are subordinated in right of payment to all senior debt, including the Series 2024 Bond and any Additional Bonds (Series 2024 Bond and Additional Bonds are defined in Agency Resolution No. 2024-015, dated October 22, 2024), and shall be further subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area and may be subject to consent and approval by Agency lenders.

- **9. Default.** Except where this Agreement include specific notice, cure, and termination provisions, neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:
  - a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
  - b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
  - c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
  - d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
  - e. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.
- **10.** <u>Captions and Headings.</u> 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.** <u>No Joint Venture or Partnership</u>. Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

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

L.L. Green's Hardware, Inc Larry Green 920 North Main Street Hailey, Idaho 83333 Ilgreens@gmail.com

If to Agency: Lisa Horowitz

Hailey Urban Renewal Agency 115 Main Street South, Suite H

Hailey, Idaho 83333 208.788.4221 ext. 1520

lisa.horowitz@haileycityhall.org

- **14.** Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.
- **15. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A Improvement Project Plan Exhibit B Schedule of Eligible Costs

16. Indemnification. Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective commissioners, officers, agents, consultants and employees relating to the construction or design of the Participant's Project, the Improvement Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against Agency or its respective commissioners, officers, agents, consultants and REIMBURSEMENT PARTICIPATION AGREEMENT - 6 of 18

employees by reason of any such Claim, Participant, upon written notice from Agency shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold Agency and its respective commissioners, officers, agents, consultants and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or its respective commissioners, officers, agents, consultants or employees.

Participant shall also indemnify and hold harmless and defend Agency and its commissioners, officers, agents, consultants and employees from and against any and all claims or causes of action asserted by entities or individuals that are not a party to this Agreement regarding the validity or legality of this Agreement and the reimbursement to Participant of the costs of the Improvement Project by Agency (collectively referred to in this Section as "legality claim"). Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Improvement Project is unlawful or invalid, the Agency shall have no further obligation or liability to reimburse or make payments to Participant for the costs associated with the Improvement Project and Participant shall solely bear the responsibility for such costs. Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Improvement Project is unlawful or invalid, then Participant, in Agency's sole discretion, may be required to return any funds paid by Agency to Participant for the Improvement Project within ninety (90) days of written request from Agency to Participant.

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

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

- 17. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction, insurance of the following types, with limits not less than those set forth below and in a form reasonably acceptable to Agency, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:
  - a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and death and \$2,000,000 property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$5,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency and City as additional insureds.
  - b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not

- utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Improvements Project and Participant's Project.
- e. Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in this Agreement.
- **18.** Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.
- **19.** Compliance with Laws. Participant agrees to comply with all applicable federal, state, and local laws, rules and regulations, including, but not limited to, all conditions imposed by the City through its planning and zoning land use approval process and building permit approval process. Should the Participant not comply with the requirements set forth in the preceding sentence, the Agency shall no longer be obligated to provide the Participant reimbursement as set forth in this Agreement.
- **20.** <u>Amendments to the Agreement</u>. The Parties may agree to reasonable amendments to the Agreement if such would not alter the basic business purposes of the Agreement, if made in writing, and if agreed to by the Parties. Without limiting the generality of the foregoing, the Parties expressly agree to amend this Agreement to reflect any revisions or amendments Agency may make during the REIMBURSEMENT PARTICIPATION AGREEMENT 8 of 18

term of this Agreement to Agency's Participation Policy that would allow Participant to be reimbursed more fully or at a faster rate from Agency for the Actual Eligible Costs.

- **21.** Anti-Boycott Against Israel Certification. Participant hereby certifies pursuant to Idaho Code Section 67-2346, that the Participant, its wholly owned subsidiaries, majority owned subsidiaries, parent companies, and affiliates are not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.
- **22.** Contract With A Company Owned or Operated By the Government of China

  Prohibited. Participant hereby certifies pursuant to Idaho Code Section 67-2359, that the Participant is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.
- Sectors. Participant hereby certifies pursuant to Idaho Code Section 67-2347A, that the Participant, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, as may be amended, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code.

[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.

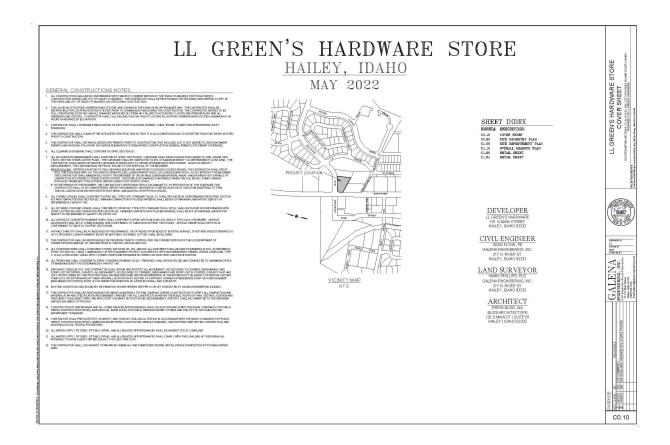
Agency:	The Urban Renewal Agency of the City of Hailey, Idaho an independent public body, corporate and politic
	Larry Schwartz, Chair
	Date
PARTICIPANT:	L.L. GREEN'S HARDWARE, INC
	Larry Green, President
	Date

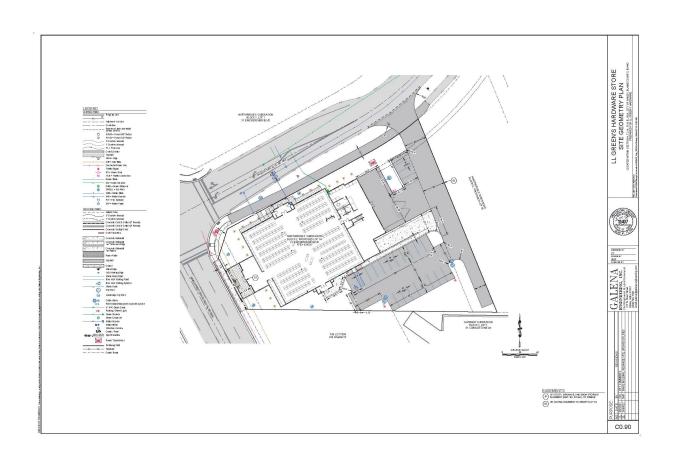
### **Exhibits**

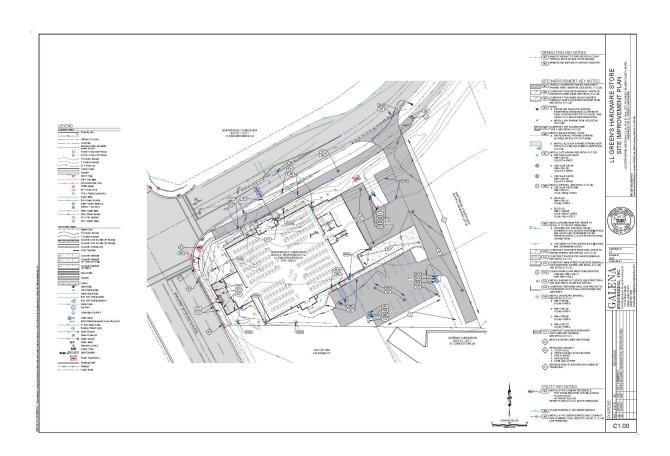
- A: Participant's Project and Improvement Project
- B: Schedule of Eligible Cost

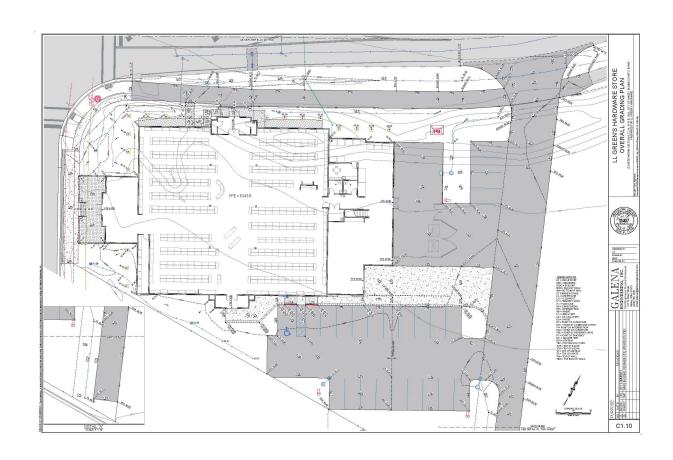
### PARTICIPANT'S PROJECT AND IMPROVEMENT PROJECT

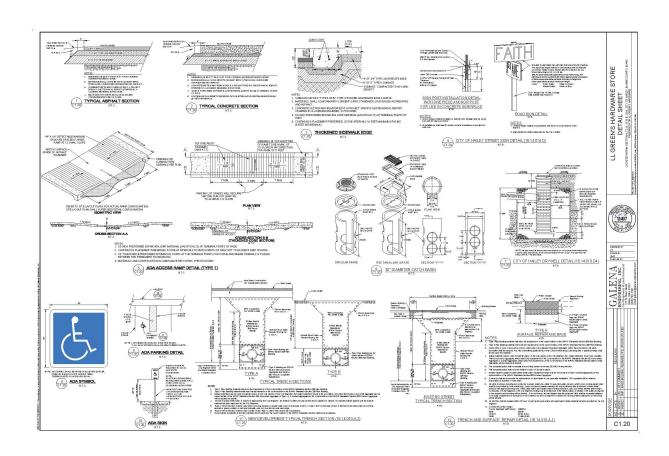
Redevelopment of the Project Site located at 920 North Main Street, Hailey, Idaho.

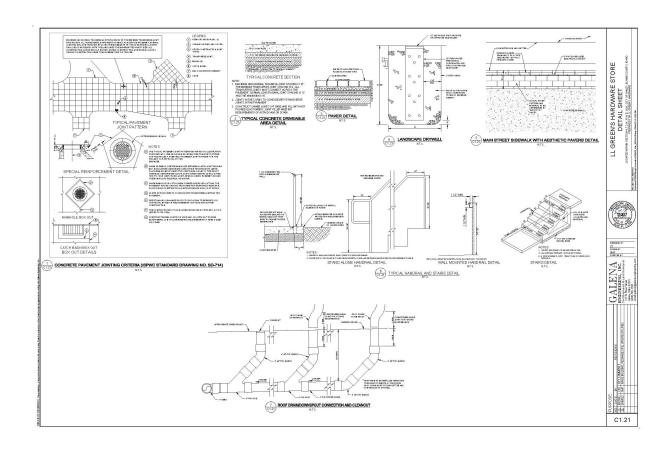


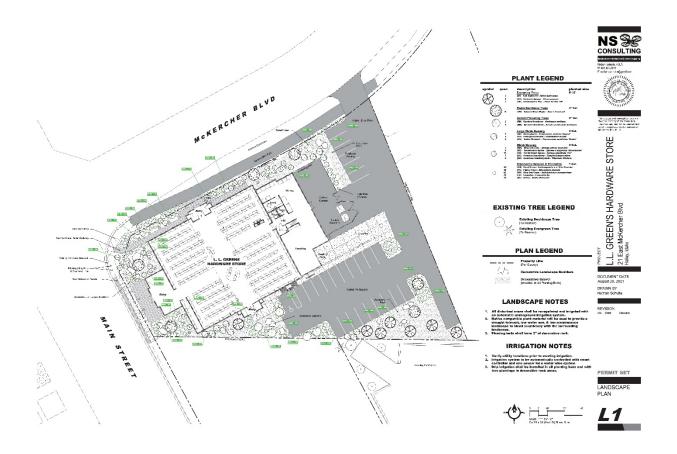












## EXHIBIT B SCHEDULE OF ELIGIBLE COSTS

### **HURA COSTS**

<u> </u>	20 10 1005000000000000000000000000000000	1000 01 000		
ITEM	AMOUNT	UNITS	COST/UNIT	COST
MAIN STREET SIDEWALK				
B&G Dirtworks	1	lot	\$9,400.00	\$9,400.00
Thornton Construction	760	sf	\$19.40	\$14,745.52
Rustic Ridge Lansdscaping	1	lot	\$7,895.00	\$7,895.00
Main St Sidewalk Total				\$32,040.52
			•	
McKercher Improvements				COSTS
Phillips Land Surveying (Staking)	1	lot	\$704.56	\$704.56
B&G Dirtworks (Curb & Gutter)	1	lot	\$10,000.00	\$10,000.00
American Sealcoating (Asphalt Path)	1	lot	\$81,000.00	\$81,000.00
McKercher Improvements Total				\$91,704.56

Total HURA Costs

\$123,745.08

# Return to Agenda

### **AGENDA ITEM SUMMARY**

DATE:	01/21/2025	<b>District:</b> Gateway and Airport Way Districts	STAFF: LH/BY/JP
	<del></del>	staff to proceed issuing payment of \$584,536.46 the LHTAC Project. <b>ACTION ITEM</b>	related to the
BACKO	ROUND/SUMMARY OF	ALTERNATIVES CONSIDERED:	
the LH Board the LH reimbu the Bo	TAC costs incurred by the and authority is requesti TAC costs in the amount ursement for these proje	vided an update to the Board of the River Street e City to date. The City pursuant to existing agreing reimbursement of costs related to the River of \$584,536.46. The costs incurred exceeded picts in the total amount of \$179,333.42, which are no 2024-16. Based on prior Agency authority an ent of \$584,536.46.	eements with the Agency Street Improvements and rior Agency authority for mount was approved by
RECON	ИMENDATION FROM AP	 PLICABLE DEPARTMENT HEAD:	
	n to authorize staff to pro 116 <b>ACTION ITEM</b>	oceed issuing payment of \$584,536.48 approved	l under Resolution
ACTIO Date	N OF THE HAILEY URBAN	I RENEWAL BOARD:	
Admin	istrative Assistant		



115 MAIN STREET S. SUITE H HAILEY, ID 83333 PHONE: (208) 788-4221 FAX: (208) 788-2924

INVOICE #	INVOICE DATE
111845795	09/30/2024
DUE DATE	CUSTOMER ACCOUNT NUMBER
10/10/2024	8513
AMOUNT DUE	TERMS:
584,536.48	DUE UPON RECEIPT

BILL TO:

HAILEY URBAN RENEWAL AGENCY

115 MAIN STREET SOUTH HAILEY ID 83333 PLEASE DETACH AND RETURN THIS TOP PORTION WITH YOUR PAYMENT BY DUE DATE TO:

CITY OF HAILEY 115 S MAIN ST STE H HAILEY, ID 83333

### **INVOICE**

DESCRIPTION	QUANTITY	CHARGE	EXT. PRICE
FY24 River St Reimbursement FY24 LHTAC Reimbrusement	1 1	568,442.98 16,093.50	568,442.98 16,093.50
			584,536.48
			TOTAL AMOUNT DUE

THANK YOU FOR YOUR PROMPT PAYMENT For Billing Inquiries Call: (208)788-4221 Office Hours: 9:00 a.m. - 5:00 p.m. Monday thru Friday

# Return to Agenda

# Hailey Urban Renewal Agency Balance Sheet Prev Year Comparison As of December 31, 2024

	Dec 31, 24	Dec 31, 23	\$ Change	% Change
ASSETS Current Assets				
Checking/Savings				
LGIP - AIRPORT WAY	206,981.22	80,644.39	126,336.83	156.7%
LGIP - GATEWAY	834,880.78	619,886.90	214,993.88	34.7%
LGIP Gateway Bond	2,900,000.00	0.00	2,900,000.00	100.0%
Mountain West Bank	218,980.13	9,471.78	209,508.35	2,211.9%
Total Checking/Savings	4,160,842.13	710,003.07	3,450,839.06	486.0%
Other Current Assets				
Property Taxes Receivable	7,779.04	10,772.70	-2,993.66	-27.8%
<b>Total Other Current Assets</b>	7,779.04	10,772.70	-2,993.66	-27.8%
Total Current Assets	4,168,621.17	720,775.77	3,447,845.40	478.4%
TOTAL ASSETS	4,168,621.17	720,775.77	3,447,845.40	478.4%
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable				
Accounts Payable	1,225,466.49	2,593.88	1,222,872.61	47,144.5%
<b>Total Accounts Payable</b>	1,225,466.49	2,593.88	1,222,872.61	47,144.5%
Other Current Liabilities				
2024 Bond Series Gateway	2,987,000.00	0.00	2,987,000.00	100.0%
<b>Total Other Current Liabilities</b>	2,987,000.00	0.00	2,987,000.00	100.0%
<b>Total Current Liabilities</b>	4,212,466.49	2,593.88	4,209,872.61	162,300.2%
Total Liabilities	4,212,466.49	2,593.88	4,209,872.61	162,300.2%
Equity				
Unrestricted Net Assets	100,740.63	715,655.45	-614,914.82	-85.9%
Net Income	-144,585.95	2,526.44	-147,112.39	-5,822.9%
Total Equity	-43,845.32	718,181.89	-762,027.21	-106.1%
TOTAL LIABILITIES & EQUITY	4,168,621.17	720,775.77	3,447,845.40	478.4%

# Hailey Urban Renewal Agency Profit & Loss Budget Performance October through December 2024

	Oct - Dec 24	Budget	Oct - Dec 24	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Interest Income	15,273.05	10,000.03	15,273.05	10,000.03	40,000.00
Tax Increment Revenue-AIRPORT W	9,645.43	37,500.00	9,645.43	37,500.00	150,000.00
Tax Increment Revenue-GATEWAY	25,003.72	120,499.97	25,003.72	120,499.97	482,000.00
Total Income	49,922.20	168,000.00	49,922.20	168,000.00	672,000.00
Expense					
Administrative Expense	2,354.60	29,175.09	2,354.60	29,175.09	116,700.00
Capital Expenses	0.00	791,476.50	0.00	791,476.50	3,165,906.00
Insurance	1,187.00		1,187.00		
Interest / Debt Service Expense	0.00	119,833.37	0.00	119,833.37	461,833.37
Other Expenses	0.00	975.09	0.00	975.09	3,900.00
PARTICIPATION AGREEMENT	0.00	15,000.00	0.00	15,000.00	60,000.00
Professional and Legal Services	190,966.55	52,525.03	190,966.55	52,525.03	210,100.00
Total Expense	194,508.15	1,008,985.08	194,508.15	1,008,985.08	4,018,439.37
Net Ordinary Income	-144,585.95	-840,985.08	-144,585.95	-840,985.08	-3,346,439.37
Other Income/Expense Other Expense					
Ask My Accountant	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	-144,585.95	-840,985.08	-144,585.95	-840,985.08	-3,346,439.37

# Hailey Urban Renewal Agency Profit & Loss by Job October through December 2024

	Airport Way	<b>Gateway District</b>	South URD	TOTAL
Ordinary Income/Expense				
Income				
Interest Income	2,563.83	12,697.78	0.00	15,261.61
Tax Increment Revenue-AIRPORT W	9,645.43	0.00	0.00	9,645.43
Tax Increment Revenue-GATEWAY	0.00	25,003.72	0.00	25,003.72
Total Income	12,209.26	37,701.50	0.00	49,910.76
Expense				
Administrative Expense	1,725.80	416.30	212.50	2,354.60
Insurance	395.67	395.67	395.66	1,187.00
Professional and Legal Services	25,313.73	162,129.82	3,523.00	190,966.55
Total Expense	27,435.20	162,941.79	4,131.16	194,508.15
Net Ordinary Income	-15,225.94	-125,240.29	-4,131.16	-144,597.39
et Income	-15,225.94	-125,240.29	-4,131.16	-144,597.39

9:51 AM 01/17/25 **Accrual Basis** 

# Hailey Urban Renewal Agency Profit & Loss Prev Year Comparison October through December 2024

	Oct - Dec 24	Oct - Dec 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
Interest Income	15,273.05	10,872.72	4,400.33	40.5%
Tax Increment Revenue-AIRPORT W	9,645.43	643.33	9,002.10	1,399.3%
Tax Increment Revenue-GATEWAY	25,003.72	8,234.27	16,769.45	203.7%
Total Income	49,922.20	19,750.32	30,171.88	152.8%
Expense				
Administrative Expense	2,354.60	1,880.00	474.60	25.2%
Insurance	1,187.00	0.00	1,187.00	100.0%
<b>Professional and Legal Services</b>	190,966.55	15,343.88	175,622.67	1,144.6%
Total Expense	194,508.15	17,223.88	177,284.27	1,029.3%
Net Ordinary Income	-144,585.95	2,526.44	-147,112.39	-5,822.9%
Net Income	-144,585.95	2,526.44	-147,112.39	-5,822.9%

# Return to Agenda