

**Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via GoToMeeting
Thursday, May 13, 2021
11:00 AM**

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

<https://global.gotomeeting.com/join/247356349>

Via Teleconference: +1 (669) 224-3412 Access Code: 247-356-349

Via One-Touch Teleconference: <tel:+16692243412,,247356349#>

Council Chambers will be open to the public in accordance with the City of Hailey Health Order 2021-01. Pursuant to Health Order 2021-01, dated February 8, 2021, Council Chamber’s 6-foot social distancing occupancy capacity is 10. It is anticipated there will be [4] Agency Board Members and Staff present in the meeting location; therefore, the first [6] persons who appear will be allowed to be present in the meeting location.

Because social distancing is still required seating will be extremely limited and alternative methods of participation are still highly encouraged.

Face coverings and social distancing are required.

Email: Public comments may be shared with the Agency Board via email to Lisa Horowitz, lisa.horowitz@haileycityhall.org. Emails or other written testimony must be **received no later than 5:00 p.m. on Wednesday, May 12, 2021.**

Live Meeting Attendance: Members of the public wishing to attend the meeting may do so remotely through the GoToMeeting platform with a phone or a computer. Log-in information is located at the top of this agenda.

If there are any questions, contact Lisa Horowitz at lisa.horowitz@haileycityhall.org or (208) 788-9815 x 1.

Chair:	Larry Schwartz
Vice Chair:	Sandi Viau
Treasurer	Becky Stokes
Board Members	Walt Denekas, Martha Burke, Don Keirn
Staff Support:	Lisa Horowitz, Community Development Director

1. CALL TO ORDER 11:00 am
2. CONSENT AGENDA ACTION ITEM
 - a) Approval of Bills since April 1, 2021..... ACTION ITEM
 - b) Approval of Meeting Minutes dated April 1, 2021..... ACTION ITEM
3. New Business:
 - a) Consideration of Resolution 2021-003, a Resolution approving the City-Agency Agreement for River Street Improvements..... ACTION ITEM

- b) Consideration of an amendment with the Contract for Services with Eric Heringer, Piper Sandler, to undertake financial planning services related to financial modeling for the remaining life of the district **ACTION ITEM**
- c) Consideration of Resolution 2021-004, a Resolution approving the Eligibility Report for the Airport Way Urban Renewal District..... **ACTION ITEM**

4. Staff Report

5. Adjourn

Return to Agenda

The balance forward has been paid, only March Balance due.
Total due for Elam & Burke: \$1220.00 + \$365.00+1350.60 =
\$2,935.60.

ELAM & BURKE
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

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

March 31, 2021

Invoice # 190166

Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From March 2, 2021 Through March 31, 2021

RE: 2021 Financing

CLIENT/MATTER: 00887-00003

HOURS

3/02/21	MSC	1.80	Review proposed financing schedule and note additional notice period required. Attend and participate in scheduling call with Mike Stoddard, Eric Heringer, Lisa Horowitz and attorney Armbruster to discuss the HURA financing timeline and related issues, including the need for a city/agency agreement and consider the need for a reimbursement resolution. Review RFP language as edited by Lisa Horowitz. Review agency documents and work on providing additional comment re same.
3/02/21	RPA	1.50	Review schedule and documents for financing. Prepare for and attend work session with Lisa Horowitz, Meghan Conrad, Mike Stoddard, and Eric Heringer concerning schedule for issuance of the bonds. Follow up on issues concerning city-agency agreement and use of funds. Consider reimbursement resolution.
3/03/21	MSC	.10	Review status update from Lisa Horowitz concerning additional information impacting the financing.
3/03/21	RPA	.80	Review and edit the draft statement for seeking response from lenders. Review email on delay on the funding and updated schedule.
3/04/21	RPA	.30	Address impact of delay of the project, how

PAGE 1

ELAM & BURKE

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: 2021 Financing

CLIENT/MATTER: 00887-00003
March 31, 2021
Invoice # 190166

reimbursement for expenses may work, and continued need for city-agency agreement.

3/11/21 MSC .30 Review and respond to email communication from Lisa Horowitz concerning River Street project tasks and structure, next steps and timing of the city-agency agreement.

3/12/21 RPA .30 Follow up on City Agency agreement, consider how to address bond financing and use of Agency funds.

3/16/21 RPA .30 Address timing of financing and possibly moving forward with project given delay in federal funding. Consider the schedule of improvements and the status of city-agency agreement.

PROFESSIONAL FEES 1,350.00

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable	
					Hours	Amount
Armbruster, Ryan P.	Of Counsel	250.00	3.20	800.00	.00	.00
Conrad, Meghan S.	Shareholder	250.00	2.20	550.00	.00	.00
			5.40	1,350.00	.00	.00

COSTS ADVANCED	QTY	RATE	AMOUNT
Copies	4.00	.15	.60
TOTAL COSTS ADVANCED			.60

INVOICE TOTAL 1,350.60

BALANCE FORWARD 460.00

ELAM & BURKE

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: 2021 Financing

CLIENT/MATTER: 00887-00003

March 31, 2021

Invoice # 190166

BALANCE DUE

1,810.60

ELAM & BURKE

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

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

March 31, 2021

Invoice # 190165

Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From March 12, 2021 Through March 31, 2021

RE: Airport Way

CLIENT/MATTER: 00887-00002

HOURS

3/12/21	MSC	.30	Call with Phil Kushlan to discuss eligibility of proposed new project area.
3/31/21	CMH	.20	Review draft eligibility study and plan for completion of pending tasks.
3/31/21	MSC	1.00	Review draft eligibility study in preparation for the agency board meeting. Follow up with consultant Kushlan concerning eligibility study boundaries. Note follow up tasks.

PROFESSIONAL FEES

365.00

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable	
					Hours	Amount
House, Cheyenne M	Associate	200.00	.20	40.00	.00	.00
Conrad, Meghan S.	Shareholder	250.00	1.30	325.00	.00	.00
			1.50	365.00	.00	.00

ELAM & BURKE

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: Airport Way

CLIENT/MATTER: 00887-00002

March 31, 2021

Invoice # 190165

INVOICE TOTAL

365.00

The balance forward has been paid, only March Balance due.

ELAM & BURKE
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

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

March 31, 2021

Invoice # 190164

Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From March 2, 2021 Through March 31, 2021

RE: General

CLIENT/MATTER: 00887-00001

HOURS

3/02/21	MSC	.30	Review agency board packet. Draft email communication to Lisa Horowitz regarding amending the agenda to reflect public comment on the annual report.
3/03/21	MSC	.10	Draft email communication to Lisa Horowitz concerning need for a formal motion to amend the agenda due to the timing of the posting of the amended agenda.
3/04/21	MSC	.80	Attend and participate (virtually) in the agency's board meeting.
3/15/21	MSC	.10	Review and respond to email communication from Lisa Horowitz concerning processing the annual report.
3/17/21	MSC	2.30	Work on drafting the city-agency agreement re River Street improvements.
3/18/21	MSC	2.30	Continue to work on drafting the River Street Improvement Project City-Agency agreement. Circulate the draft agreement to Lisa Horowitz for review and comment.
3/30/21	MSC	.20	Review board packet and draft follow up email communication to Lisa Horowitz re board agenda items and process of accepting the eligibility study if the Board decides to move the item forward.

PAGE 1

ELAM & BURKE
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: General

CLIENT/MATTER: 00887-00001
March 31, 2021
Invoice # 190164

PROFESSIONAL FEES 1,220.00

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable	
					Hours	Amount
Conrad, Meghan S.	Shareholder	200.00	6.10	1,220.00	.00	.00
			6.10	1,220.00	.00	.00

INVOICE TOTAL 1,220.00

BALANCE FORWARD 1,000.30

BALANCE DUE 2,220.30

This invoice includes balance from March, see next page for price breakdown. Total balance due: \$5,113.52 + \$900.00 = \$6,013.52.

Invoice:

Kushlan | Associates
P.O. Box 8463
Boise, ID 83707

Attention:	Lisa Horowitz	Project Title:	Airport Way URD
Title:		Project Description:	
Company Name:	Hailey Urban Renewal Agency	P.O. Number:	
Address:	115 Main Street	Invoice Number:	Hailey 2021 -2
City, State Zip Code:	Hailey, ID 83333	Term:	
Date:	5/4/21		

Description	Quantity / Hours	Unit Price	Cost
4/1 Travel Time	1	\$150.00	\$150.00
4/1 HURA Board Meeting	1.0	\$150.00	\$150.00
4/1 Site Visit	0.5	\$150.00	\$75.00
4/1 Travel Time	2.5	\$150.00	\$375.00
4/6 Parcel Research	1.0	\$150.00	\$150.00
Prior Invoice	0.5	\$150.00	\$5,113.52
			\$6,013.52

Invoice:

Kushlan | Associates

P.O. Box 8463

Boise, ID 83707

Attention:	Lisa Horowitz	Project Title:	Woodside South Urban Renewal District
Title:		Project Description:	
Company Name:	Hailey Urban Renewal Agency	P.O. Number:	
Address:	115 Main Street	Invoice Number:	Hailey Airport Way URA
City, State Zip Code:	Hailey, ID 83333	Term:	
Date:	4/11/21		

Description	Quantity / Hours	Unit Price	Cost
2/23 Define Study Area	0.5	\$150.00	\$75.00
2/24 Data Analysis	2.0	\$150.00	\$300.00
2/25 Study Area	1.5	\$150.00	\$225.00
2/26 Data Analysis	1.5	\$150.00	\$225.00
3/2 Eligibility Reprot	3.75	\$150.00	\$562.50
3/3 Eligibility Report	0.5	\$150.00	\$75.00
3/4 HURA Board Meeting	1.0	\$150.00	\$150.00
3/4 Eligibility Report	2.0	\$150.00	\$300.00
3/11 Travel Time	1	\$150.00	\$150.00
3/11 Site Visit	1	\$150.00	\$150.00
3/11 Meet with Lisa	1	\$150.00	\$150.00
3/11 Travel Time	2.5	\$150.00	\$375.00
3/14 Eligibility Report	2.75	\$150.00	\$412.50
3/15 Eligibility Report	4.25	\$150.00	\$637.50
3/16 Eligibility Report	1.75	\$150.00	\$262.50
3/17 Eligibility Report	4.25	\$150.00	\$637.50
3/18 Eligibility Report	1.25	\$150.00	\$187.50
3/29 Eligibility Report	0.5	\$150.00	\$75.00
3/11 Mileage	292	\$0.56	\$163.52
			\$5,113.52

Total balance due: \$24.20.

400 IDAHO MOUNTAIN EXPRESS

03/31/2	1	March 3,5,10,12 Job Ads for Parks and WW	Invoice	03/31/2021	04/12/2021	267.60	267.60	100-50-41319	421	1
03/31/2	2	March 3,5,10,12 Job Ads for Parks and WW	Invoice	03/31/2021	04/12/2021	267.60	267.60	210-70-41319	421	1
03/31/2	3	03/03, 03/31 - Greenway Master Plan Workshops	Invoice	03/31/2021	04/12/2021	573.44	573.44	100-20-41319	421	1
03/31/2	4	3/03 - CC Zoning & Subdivision Fees	Invoice	03/31/2021	04/12/2021	56.74	56.74	100-20-41319	421	1
03/31/2	5	3/03 - CC WW Connection Fees	Invoice	03/31/2021	04/12/2021	56.75	56.75	210-70-41319	421	1
03/31/2	6	3/03 - CC Water Connection Fees	Invoice	03/31/2021	04/12/2021	56.75	56.75	200-60-41319	421	1
03/31/2	7	3/03 - Invitation to Bid - WW Generator	Invoice	03/31/2021	04/12/2021	268.80	268.80	210-70-41319	421	1
03/31/2	8	03/03 - HAHPC Commissioners	Invoice	03/31/2021	04/12/2021	27.60	27.60	100-20-41319	421	1
03/31/2	9	03/03 - Proposed Ord. Idaho Power Rubbish Franchi	Invoice	03/31/2021	04/12/2021	172.96	172.96	100-15-41319	421	1
03/31/2	10	03/03 - Proposed Ord. Idaho Power Rubbish Franchi	Invoice	03/31/2021	04/12/2021	172.96	172.96	200-15-41319	421	1
03/31/2	11	03/03 - Proposed Ord. Idaho Power Rubbish Franchi	Invoice	03/31/2021	04/12/2021	172.96	172.96	210-15-41319	421	1
03/31/2	12	03/08 - P&Z Fee Schedule	Invoice	03/31/2021	04/12/2021	303.68	303.68	100-20-41319	421	1
03/31/2	13	Ord. 1276 - Street Light & Pole Design	Invoice	03/31/2021	04/12/2021	264.17	264.17	100-20-41319	421	1
03/31/2	14	3/29 - CC Blaine County/Hailey area of City Impact A	Invoice	03/31/2021	04/12/2021	36.80	36.80	100-20-41319	421	1
03/31/2	15	3/10 - Keams Lot line Adj.	Invoice	03/31/2021	04/12/2021	86.40	86.40	100-20-41319	421	1
03/31/2	16	03/10 - URA Annual Report	Invoice	03/31/2021	04/12/2021	20.24	20.24	100-20-41319	421	1
03/31/2	17	03/17 - Proposed Ord. CC Rubbish Franchise Ad	Invoice	03/31/2021	04/12/2021	163.45	163.45	100-15-41319	421	1
03/31/2	18	03/17 - Proposed Ord. CC Rubbish Franchise Ad	Invoice	03/31/2021	04/12/2021	163.45	163.45	200-15-41319	421	1
03/31/2	19	03/17 - Proposed Ord. CC Rubbish Franchise Ad	Invoice	03/31/2021	04/12/2021	163.46	163.46	210-15-41319	421	1
03/31/2	20	4/05 - Quartz Properties/Galena Engineering Prel. Pl	Invoice	03/31/2021	04/12/2021	71.76	71.76	100-20-41319	421	1
03/31/2	21	3/24 - 4/9 - Bothwell Lot Line Adj.	Invoice	03/31/2021	04/12/2021	99.36	99.36	100-20-41319	421	1
03/31/2	22	3/17 & 24 - Ad for HAHPC Board Memb. Appt.	Invoice	03/31/2021	04/12/2021	53.48	53.48	100-20-41319	421	1
03/31/2	23	4/12 - CC Marathon Partners LLC Lot line Adj.	Invoice	03/31/2021	04/12/2021	42.32	42.32	100-20-41319	421	1
03/31/2	24	4/19 - Hailey Airport Inn Design Review	Invoice	03/31/2021	04/12/2021	87.40	87.40	100-20-41319	421	1
03/31/2	25	4/19 - Development Impact Fee	Invoice	03/31/2021	04/12/2021	39.56	39.56	100-20-41319	421	1
Total 400 IDAHO MOUNTAIN EXPRESS:						3,689.69	3,689.69			

Return to Agenda

**Hailey Urban Renewal Agency
Hailey City Hall
115 Main Street S
Council Chambers – upstairs AND via GoToMeeting
Thursday, April 1, 2021
11:00 AM**

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

<https://global.gotomeeting.com/join/247356349>

Via Teleconference: +1 (669) 224-3412 Access Code: 247-356-349

Via One-Touch Teleconference: <tel:+16692243412,,247356349#>

Council Chambers will be open to the public in accordance with the Modified Stage 2 of Rebound Idaho requirements. Pursuant to the State of Idaho and Department of Health and Welfare Stay Healthy Order, dated December 30, 2020, Council Chamber’s 6-foot social distancing occupancy capacity is 10. It is anticipated there will be [4] Agency Board Members and Staff present in the meeting location; therefore, the first [6] persons who appear will be allowed to be present in the meeting location.

Because social distancing is still required seating will be extremely limited and alternative methods of participation are still highly encouraged.

Face coverings and social distancing are required. There is no overflow meeting room available.

Email: Public comments may be shared with the Agency Board via email to Lisa Horowitz, lisa.horowitz@haileycityhall.org. Emails or other written testimony must be **received no later than 5:00 p.m. on Wednesday, March 31, 2021.**

Live Meeting Attendance: Members of the public wishing to attend the meeting may do so remotely through the GoToMeeting platform with a phone or a computer. Log-in information is located at the top of this agenda.

If there are any questions, contact Lisa Horowitz at lisa.horowitz@haileycityhall.org or (208) 788-9815 x 1.

Chair:	Larry Schwartz
Vice Chair:	Sandi Viau
Treasurer	Becky Stokes
Board Members	Walt Denekas, Martha Burke, Don Keirn
Staff Support:	Lisa Horowitz, Community Development Director

Present

Board: Martha Burke, Walt Denekas, Sandi Viau, Don Keirn, Larry Schwartz

Staff: Lisa Horowitz, Jessica Parker, Heather Dawson, Phil Kushlan, Brian Yeager

Absent: Becky Stokes

1. [11:01:34 AM](#) Schwartz called to order.
2. [11:01:48 AM](#) CONSENT AGENDA **ACTION ITEM**
 - a) Approval of Bills since March 4, 2021..... **ACTION ITEM**

[11:03:28 AM](#) Viau motioned to approve bills. Burke seconded. All in Favor.

3. New Business:

- a) [11:03:42 AM](#) Consideration of the Draft Airport Way Urban Renewal District Eligibility Report...**ACTION ITEM**

Phil Kushlan explained request was to review the area west of the airport and determine if eligible for urban renewal. Kushlan summarized boundary lines reviewed and determined at the last meeting, using revised map to show proposed district. Kushlan explained the reviewed all parcels individually in the proposed area, physical conditions on the ground. Kushlan noted the area only has one access point to get in and out and that has critical infrastructure located in the area- St. Luke's, Public Safety Facility, Streets facility. Kushlan summarized report and how area meets the required criteria for an urban renewal district. [11:10:21 AM](#) Horowitz asked if Kushlan looked up what the base assessed value was when created the district, and curious of the changes over time. Kushlan has not, but can look at it. Schwartz confirmed value is for commercial and residential. Kushlan confirmed. Horowitz asked if the city grows at a more rapid rate the base value will increase. Schwartz asked what happens if find themselves over the 10%, if the value grows rapidly. Kushlan explains this is a snapshot in time that will want the district value to grow and that there is not a penalty for that.

No action needed today. Megan Conrad stated the next step will be formal consideration by the board and that they would formally accept the findings and submit to City Council. All in Favor for this to go to the next agenda.

- b) [11:15:23 AM](#) Motion to approve funding not to exceed \$600,000 for the Phase 1 River Street Improvement Project and direct staff and legal counsel to prepare a City-Agency Construction Agreement..... **ACTION ITEM**

Horowitz stated Conrad has sent a draft over and City Staff will be reviewing today. No further questions.

[11:16:15 AM](#) Denekas Motion to approve funding not to exceed \$600,000 for the Phase 1 River Street Improvement Project and direct staff and legal counsel to prepare a City-Agency Construction Agreement. Burke seconded. All in Favor.

Horowitz stated agreement will be on the next meeting as well.

4. Staff Report

[11:16:53 AM](#) Horowitz provided update on meetings taking place with property owners regarding the River Street LTAC. Yeager provided brief update on project and funding. No further questions.

Schwartz will not be able to attend the April 20th meeting for River Street. Burke will attend. Horowitz stated will also let the board know when the agreement goes to City Council.

5. Adjourn

[11:19:35 AM](#) Keirn motion to adjourn. Viau seconded. All in Favor.

Return to Agenda

RESOLUTION NO. 2021-003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Agency staff recommends approval of the Agreement;

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

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

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

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

Section 3: That the Chair of the Agency is hereby authorized to sign and enter into the Agreement, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further is authorized to approve and accept any necessary technical changes to the Agreement upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 6, 2021, Agency Board meeting; the Agency is authorized to appropriate any and all funds contemplated by the Agreement; and to perform any and all other duties required pursuant to the Agreement.

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

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

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

Resolution 2021-003 Exhibit A

PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT FOR THE RIVER STREET IMPROVEMENT PROJECT

THIS PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT FOR THE RIVER STREET IMPROVEMENT PROJECT (the “Construction Agreement”) is effective upon the date last signed (the “Effective Date”), by and between the City of Hailey, Idaho, a municipal corporation of the state of Idaho (the “City”), and the Urban Renewal Agency of the City of Hailey, Idaho, an independent public body corporate and politic (the “Agency”), acting pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended, and the Local Economic Development Act, chapter 29, title 50, Idaho Code, as amended, individually referred to as “Party” and collectively as the “Parties.”

RECITALS

A. 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.

B. The City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway District Urban Renewal Project (the “Plan”).

C. 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 what is commonly referred to as the Project Area, which area is depicted on **Exhibit A**, attached hereto and incorporated herein by reference.

D. The Plan identified improvements to existing streets, including drainage improvements, landscaping, as well as pathways as important Plan objectives.

E. 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 urban renewal plan contemplated improvements.

F. As a result of the overall investment in public improvements within the Project Area, significant public and private development have occurred.

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

H. Portions of River Street between Cedar Street and McKercher Boulevard are not built to City standards, are deteriorating and require improvements. Pursuant to the 2019 Update of the 2007 Transportation Master Plan for the City, the goal for River Street is to be a low speed two-lane arterial, which accommodates multi-modal transportation options. Additionally, there will be improvements to the sidewalks with landscaping used to enhance safety and to separate the travel lanes from pedestrians. The proposed concept also includes a dedicated bike lane/pathway. Most of River Street is located within the Project Area, specifically the portion of River Street between Cedar Street and Empty Saddle Trail. Approximately two (2) blocks of River Street between Empty Saddle Trail and McKercher Boulevard is outside of the Project Area; however, the area in and around the intersection of McKercher Boulevard on the eastern side of State Highway 75/Main Street, and Main Street from McKercher Boulevard south past Cedar Street is in the Project Area. Therefore, the two (2) blocks on River Street that are outside of the Project Area serve as a critical connection point between two (2) areas of the Project Area. Improvements to River Street outside of the Project Area support the intent and goals set forth in the Plan by creating a pedestrian/bicycle safe transportation corridor off of Main Street. To not improve this area would lessen the effectiveness of the improvements within the Project Area. It is important to the River Street Improvement Project (as defined below) that the full public infrastructure improvements to River Street be completed to help tie the intersection of McKercher Boulevard and Main Street to the River Street Improvements. The full scope of the proposed improvements to River Street between Cedar Street and McKercher Boulevard are referred to as the River Street Improvement Project. The current River Street Improvement Project designs¹ are set forth in **Exhibit B**, attached hereto and incorporated herein by reference

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

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

K. The River Street Improvement Project has been presented to the Board of Commissioners of the Agency (the “Agency Board”) over the course of several meetings. The Agency is interested in funding the River Street Improvement Project, together with funding from the LHTAC Grant. The Agency has retained Piper Sandler as a municipal advisor to evaluate options with respect to a proposed new bond issue in an effort to fully fund the River Street Improvement Project.

¹ The designs are not 100%, but are representative of the full scope of work to be completed in the River Street Improvement Project.

L. The Agency has further reviewed its existing obligations and funding capacity and has available funds in FY21 in the amount of \$600,000 to participate in the immediate funding of a portion of the River Street Improvement Project, including an interim bicycle/pedestrian pathway along River Street, generally between McKercher Blvd and Bullion Street. The project includes an approximately five-foot (5') to ten-foot (10') 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; related paving and drainage improvements; portions of new asphalt; asphalt striping. The pathway will be constructed on both the east and west sides of River Street (the "Phase 1 Improvements"). The Phase 1 Improvements are contemplated to be completed by City staff. A more detailed scope of the Phase 1 Improvements are set forth in **Exhibit C**, attached hereto and incorporated herein by reference.

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

N. The Agency Board finds it in the best interests of the Agency to continue to support the improvements to River Street and in the best interests of the public to provide financial support for the River Street Improvement Project.

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

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

Q. The City and the Agency hereby find and determine that this Construction Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency.

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

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

AGREEMENT

NOW, THEREFORE, in consideration of the provisions contained herein and the recitals set forth above which are a material part of this Construction Agreement the parties agree as follows:

1. **Recitals and Purpose.**

1.1 The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

1.2 The purpose of this Construction Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the planning, design services, surveying services, engineering services, project management services, and cost estimating services for this Construction Agreement. Generally, the Agency shall be responsible for the costs of planning, design, surveying, cost estimating, engineering, and construction of the Phase 1 Improvements including costs for the planning, design, surveying, engineering, and administration of the Phase 1 Improvements. The City shall serve as project manager as described below. This Construction Agreement constitutes a joint agreement between the City and the Agency for the successful completion of the Phase 1 Improvements of the River Street Improvement Project.

2. **City Services and Responsibilities.** City agrees to furnish its skill and judgment necessary to carry out the project administration for the Phase 1 Improvements.

2.1 Planning, Design, Engineering, and Construction. City and Agency shall coordinate hiring of necessary planning, design, surveying, engineering or landscape architectural services, cost estimating, construction, and construction management and administration for the Phase 1 Improvements consistent with the public procurement and bidding requirements, as may be necessary, and recognizing the work related to the Phase 1 Improvements is contemplated to be performed by City staff and the scope of contract work is anticipated to be limited to vendors/suppliers of materials and equipment, and the City's on-call engineer for limited surveying work. These services include the completion of any bid documents for advertising and securing construction bids for the Phase 1 Improvements for those portions of the project that will not be undertaken by City staff, if any. City and Agency shall jointly agree on a schedule for the completion of any bid documents. City shall provide the Agency with periodic reports and updates on the completion of the design services, engineering services, cost estimating, and bid

specifications for Agency review and comment, including approval of the final design of the Phase 1 Improvements.

2.2 Engineering Services. Agency and City acknowledge City intends to complete design and engineering services either “in house” through the City’s Public Works Department or through the City’s on-call engineers. The City Public Works Department or the City’s on-call engineers will provide planning, design, engineering, site location, bid preparation, and project management for the Phase 1 Improvements. The City Public Works Department and/or the City’s on-call engineers will be expected to site the Phase 1 Improvements, provide the final design and engineering services for the Phase 1 Improvements, prepare any bid documents, and assist in the selection of any suppliers of materials and equipment and/or contractors for the Phase 1 Improvements, as may be necessary. In the event additional outside engineering services are needed, both City and Agency agree to proceed through the required selection process required by state statute. In that event, Agency may determine a not-to-exceed amount for such design and engineering services. Any scope of work issued to the City’s on-call engineers shall be between the City and the City’s on-call engineers.

2.2.1. Planning, Site Location, Architectural Design Services, Surveying Services and Engineering Services. The City is completing a preliminary design concept illustrating the scale and relationship of the construction of the Phase 1 Improvements. This concept shall be the basis for the final engineering and design to be completed under this Construction Agreement. The completed scope of work shall include a specific cost estimate for the Phase 1 Improvements, including construction costs, equipment rental costs and City staff costs. If that estimate exceeds the not-to-exceed figure described in Section 3 of this Construction Agreement, the City and Agency shall mutually determine what alternatives should be pursued, including redesign, relocation, seeking additional funds, limiting the scope of the Phase 1 Improvements or not proceeding further.

2.2.1.1 Surveying Services. Agency and City acknowledge City intends to complete surveying services either “in house” through the City’s Public Works Department or through the City’s on-call surveyors. Any scope of work issued to the City’s on-call surveyors shall be between the City and the City’s on-call surveyors.

2.2.2. Construction Project. Upon completion of the planning, design, and engineering work set forth in this Construction Agreement, both City and Agency agree to consider moving forward with the construction of the Phase 1 Improvements. The Agency’s participation or contribution to the Phase 1 Improvements shall be limited to a not-to-exceed amount as set forth in Section 3

of this Construction Agreement, which includes the planning, design services, surveying services, engineering services, cost estimating work and construction of the Phase 1 Improvements.

2.3 Bid Solicitation and Award. City, with Agency review and input as to the bid specifications, shall solicit bids (“Bids”) for the Phase 1 Improvements as may be required by Idaho law. Representatives from Agency and City shall review the Bids at opening. The City shall designate the qualified public works contractor submitting the bid in compliance with chapter 28, title 67, Idaho Code for the Phase 1 Improvements subject to the City’s right to reject all bids.

2.4 Design and Construction. City and Agency acknowledge the conceptual design work has commenced. The obligations under this Construction Agreement shall end thirty (30) days after completion of the Phase 1 Improvements are accepted by the City. The City shall:

- a. Provide administration of the Phase 1 Improvements, including determining the location, design, engineering, preparation of the bid documents, and construction of the Phase 1 Improvements and any agreements related thereto.
- b. Provide administration of the Phase 1 Improvements in compliance with generally accepted standards recognizing that the River Street Improvement Project is a joint City and Agency project with the City providing project management. City shall comply with all applicable statutory provisions including, but not limited to, chapter 28, title 67, Idaho Code;
- c. Provide necessary project management and oversight to assure contractor’s timely progress and process all invoices and payment requests, verify contractor’s entitlement to all progress payments or other payments requested by contractor;
- d. Recommend necessary or desirable changes to the Agency and, if accepted, prepare and sign necessary change orders;
- e. Inspect the work and advise the Agency whenever work fails to conform with the contract documents;
- f. Receive and hold all certificates of insurance as may be required;

- g. Provide monthly progress reports to Agency either in writing or by presentation to Agency at Agency's board meetings;
- h. Assist in the interpretation of the drawings and specifications among the City, Agency, and any contractor;
- i. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and
- j. Determine when the Phase 1 Improvements are substantially complete, issue Certificates of Substantial Completion (if necessary), and determine when the Phase 1 Improvements are ready for final inspection and final payment to the contractor, if any.
- k. The agreements with design, survey and engineering professionals and with the contractor for construction of the Phase 1 Improvements shall be between the City and the selected contractor.

3. **Method of Reimbursement.** As consideration for the City Services and Responsibilities set forth above, the Agency shall pay for the costs of the Phase 1 Improvements, including planning, design, surveying, engineering services, construction, and project management and administration by the City. Such costs shall not exceed \$600,000, including the project administration costs imposed by the City. It is generally understood, the City's Public Works Department will construct the Phase 1 Improvements and that any contracts related to the Phase 1 Improvements will fall below the threshold for formal public bidding requirements under chapter 28, title 67, Idaho Code, with the exception of the procurement of certain construction supplies, such as gravel and other construction materials. If formal bidding is determined to be required for the Phase 1 Improvements, and the costs are estimated to exceed \$600,000, then the City shall request in writing the approval of the Agency for the additional funds.

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information in monthly invoices and in a final invoice upon completion of the Phase 1 Improvements:

- a. requests for payment for billing invoices received for work related to the Phase 1 Improvements with sufficient documentation to ensure accuracy, including equipment rental costs;

- b. accounting of the Direct Personnel Expense and Reimbursable Costs (defined below);
- c. certification by the City Public Works Director that the costs incurred for services are consistent with the scope of the Phase 1 Improvements; and
- d. monthly reports on the Phase 1 Improvement's status as described above.

Upon receipt and approval of the monthly invoice, Agency shall remit payment to City for all approved amounts within forty-five (45) days of Agency's receipt of an invoice or payment request. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with City to resolve the disputed amount. City shall include this payment process within any contracts with any selected contractors.

City shall, submit an invoice for all Direct Personnel Expense and Reimbursable Costs incurred by City for design, engineering, construction, project management, and construction inspection. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with the City to resolve the disputed amount. The purpose of this section is to provide for payment of the Phase 1 Improvement costs directly by the Agency.

Direct Personnel Expense is defined as that portion of the direct salaries of all of the City's personnel engaged on the Phase 1 Improvements, pursuant to that certain rate schedule as set forth in **Exhibit C**.

The term Reimbursable Costs shall mean costs necessarily incurred by the City in the proper performance of services which directly benefit the Phase 1 Improvements, such as the costs for equipment rental, construction materials and supplies, which rate schedule is set forth in **Exhibit C**. Such costs shall be at rates not higher than the standard paid in Blaine County for a public works project, except as may be approved by prior consent of the Agency. City, in its sole and unilateral discretion, may decide to forego reimbursement for expenses incurred for administration of the Phase 1 Improvements as its contribution to the River Street Improvement Project.

- 4. **Records.** Records of the Phase 1 Improvement costs, Reimbursable Costs and costs pertaining to Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Agency or the Agency's authorized representative at mutually convenient times.

5. **Insurance.**

- a. The City (either itself or the selected contractor as the case may be) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Phase 1 Improvements; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Phase 1 Improvements; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Phase 1 Improvements; and claims arising out of the performance of this Construction Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.
- b. The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage as a result of the Phase 1 Improvements or other property owned by the City.

6. **Indemnity.**

Only to the extent permitted by Idaho law, the City shall defend, indemnify and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable planning, design and engineering fees 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 officers, agents, and employees relating to the planning, design, engineering and construction of the Phase 1 Improvements or otherwise arising out of this Construction Agreement. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

7. **Amendment.** This entire Construction Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.
8. **Severability.** In the event any provision of this Construction Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. **Notice.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Construction Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:

Urban Renewal Agency of the City of
Hailey
c/o Lisa Horowitz
Executive Director of the Agency
115 Main Street South, Suite H
Hailey, ID 83333

To City:

City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

10. **Non-Waiver.** Failure of either party to exercise any of the rights under this Construction Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
11. **Choice of Law.** Any dispute under this Construction Agreement, or related to this Construction Agreement, shall be decided in accordance with the laws of the state of Idaho.
12. **Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Construction Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Construction Agreement.
13. **Authority to Execute.** Agency and City have duly authorized and have full power and authority to execute this Construction Agreement.

14. **Assignment.** It is expressly agreed and understood by the Parties hereto that City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Construction Agreement except upon the prior express written consent of Agency.

15. **Disputes.** In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Construction Agreement, the aggrieved party shall promptly notify the other party to this Construction Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

16. **Entire Agreement.** This Construction Agreement along with any and all exhibits attached hereto and incorporated herein by reference contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Project.

IN WITNESS WHEREOF, the parties hereto, through their respective governing boards, have executed this Construction Agreement on the date first cited above.

CITY OF HAILEY

By _____
 _____, Mayor

ATTEST:

 _____, City Clerk

URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO

By _____
 _____, Chairman

ATTEST:

 Secretary

Exhibit A
(Project Area Map)

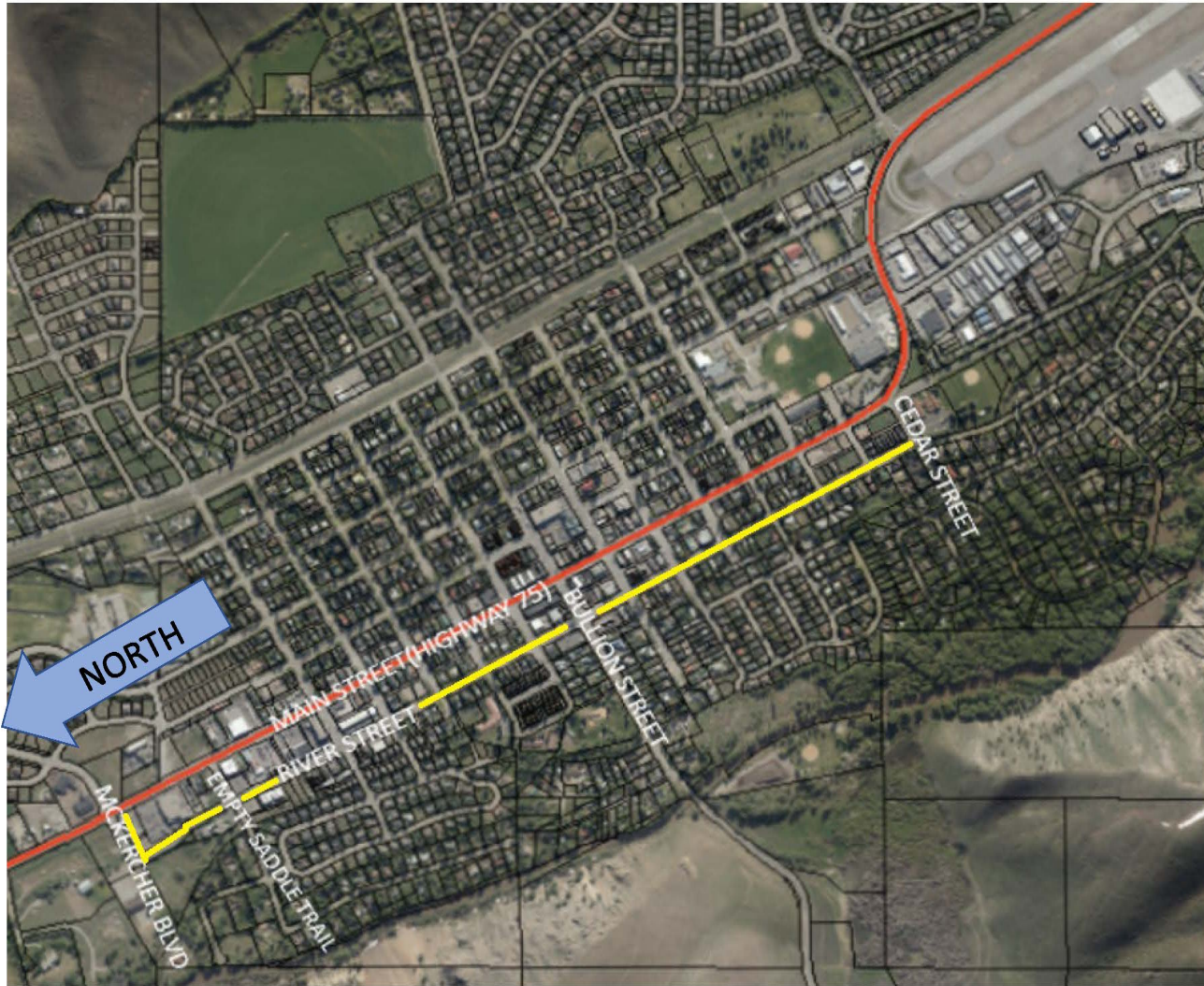


Exhibit A: Project Area

	Main Street (Highway 75)
	River Street
	River Street Improvement Site

Exhibit A Continued



City-Agency Agreement Re:
River Street Improvements - 2

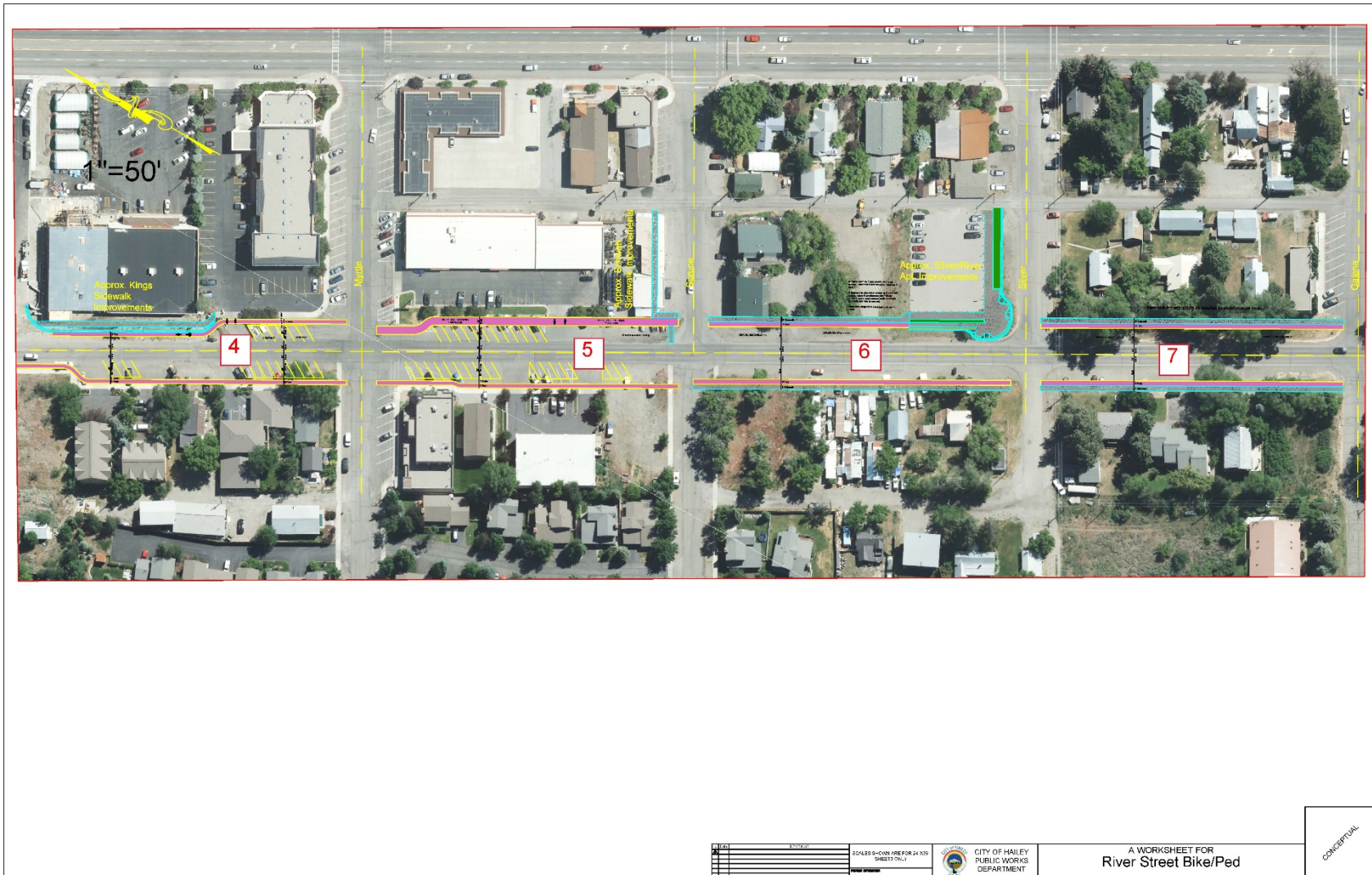
Exhibit B

(River Street Improvement Project designs)



City-Agency Agreement Re:
River Street Improvements - 3

Exhibit B Continued



City-Agency Agreement Re:
River Street Improvements - 4

Exhibit B Continued



City-Agency Agreement Re:
River Street Improvements - 5

Exhibit C

(Phase 1 Improvements)

Bike Path location and design

Equipment Rental Rate Schedule

City Staff Rate Schedule

Supplies and Materials

2021 Equipment & Employee Rates

(FEMA 2019 Equipment Rate Schedule, <https://www.fema.gov/assistance/public/schedule-equipment-rates>)

Equipment	Description	Hailey	FEMA	
		Equip. #	Cost Code	Hourly Rate
CAT 938 Loader	4 CY Bucket up to 232 hp	4047	8394	\$76.27
JD 50G Mini Ex.	0.5 CY Bucket up to 45 hp	4042	8280	\$18.97
T800 10 Wheel Truck	10 CY up to 320 hp	Water Dept	8721	\$72.05
Rental Compactor 2 Ton Roller	up to 2.9 Ton	4062	8219	\$28.72
Mack Tractor	35,000 lbs up to 330 hp	4089	8791	\$47.57
End Dump Trailer	20 CY does not include tractor	4080	8590	\$13.13
160M Grader	14' up to 225 hp	4088	8332	\$80.43
Chip Spreader	12.5 ' up to 152 hp	4020	8423	\$90.67
Pneumatic Compactor	up to 100 hp	Rental	8223	\$26.90
EX 200 Hitachi Excavator	1.5 CY Bucket up to 160 hp	4043	8282	\$55.30
Misc. Rental Equipment	Trucks, Rollers, Saws, etc.			At Cost

Employees	Hourly Rate
City Administrator, Engineer, Police & Fire Chiefs	\$85.00
Community Development Director, Division Managers, Assistant Chiefs	\$65.00
Department Specialists	\$50.00
Equipment and Infrastructure Systems Operators	\$30-\$40
Admin Assist and Customer Service employees, temp employees	\$30.00
Legal, Outside Consultants, Engineering	At Cost

4835-6404-6279, v. 2

City-Agency Agreement Re:
River Street Improvements - 1

Return to Agenda

FIRST AMENDMENT TO FINANCIAL SERVICES AGREEMENT

This amendment (“First Amendment”) is entered into as of _____, 2021 (the “Effective Date”) by and between Piper Sandler & Co. (“Piper Sandler” or “Piper”) and the Hailey Urban Renewal Agency, Idaho (the “Client”) (together with Piper Sandler, the “Parties” and each a “Party”). The First Amendment is made to the Financial Services Agreement entered into November 23, 2020 by and between Piper Sandler and the Client (the “Agreement”).

WHEREAS, the Client desires to engage Piper to render services contemplated by such amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

- 1) Section I(B) of the Agreement is replaced and amended in its entirety as follows:

Section I(B)(i). Scope of Services – Bond Sales.

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Assist the Client in developing credit metrics related to tax increment financing
6. Assist the Client in evaluating debt capacity
7. Prepare the financing schedule
8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
9. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
10. Attend meetings of the Client’s governing body, as requested
11. Advise the Client on the manner of sale of the Issue
12. Advise the Client with regard to continuing disclosure matters, as requested
13. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client’s selection of a winning bidder
14. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
15. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter’s pricing and offer to purchase
16. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
17. Respond to questions from underwriters
18. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
19. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
20. Prepare a closing memorandum or transaction summary
21. Assist Client in responding to inquiries from investors or other market participants in connection with Client’s outstanding Issue(s)

Section I(B)(ii). Scope of Services – Financial Modeling.

1. Prepare a model for tracking payments due under the Clients existing and future Reimbursement Participation Agreements
2. Prepare a long term model for projecting the revenue expenses, capital projects and financing capabilities of the Gateway Urban Renewal District

2) Section IV of the Agreement is replaced and amended in its entirety as follows:

Section IV. Compensation.

Compensation for Section I(B)(i) - Scope of Services – Bond Sales is based is contingent on size of bond issue or nominal value of product and is contingent on closing. Compensation under this Agreement will total 0.4% of the principal amount of the new issue of securities; subject to minimum compensation of \$22,500. Compensation is payable in immediately available funds at closing of the new issue of securities.

Compensation for Section I(B)(ii) - Scope of Services – Financial Modeling will be billed at the hourly rates listed in the following table with a not-to-exceed amount of \$15,000.

Hourly Fee Schedule	
Managing Director	\$275 per hour
Vice President	\$250 per hour
Analyst	\$225 per hour
Technical/Administrative	\$200 per hour

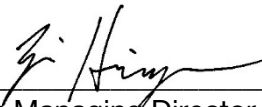
This amendment forms part of, is subject to and incorporated into the above-referenced Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement, effective as of the Effective Date indicated above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

HAILEY URBAN RENEWAL AGENCY, IDAHO

PIPER SANDLER & CO.

By: _____
Title: _____
Date: _____

By:  _____
Title: Managing Director
Date: 4/5/2021

Return to Agenda

RESOLUTION NO. 2021-004

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, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE AIRPORT WAY DISTRICT AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING AND DIRECTING THE CHAIR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF HAILEY REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; 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 (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 “Gateway Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 1138 on October 15, 2013, approving the Gateway Plan and making certain findings, including establishing the Gateway District revenue allocation area;

WHEREAS, it has become apparent that additional property within the City may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for urban renewal planning purposes;

WHEREAS, in early 2021, the Agency authorized Kushlan | Associates to commence an eligibility study and preparation of an eligibility report of an area, referred to as the Airport Way District, located in the south westerly part of the City and west of the Friedman Memorial Airport

consisting of 39.993 acres (not including rights-of-way). The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south, and Broadford Road on the west (the “Study Area”);

WHEREAS, the Agency has obtained the Airport Way Urban Renewal District Eligibility Report, dated April 2021 (the “2021 Report”), which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2021 Report has been submitted to the Agency, a copy of which is attached hereto as Exhibit A;

WHEREAS, the 2021 Study finds there is no open land within the Study Area as contemplated in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the 2021 Report does not include parcels subject to such consent;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the 2021 Report.

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

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

Section 2. That the Agency Board acknowledges acceptance and receipt of the 2021 Report.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8).

Section 4. That one such area is an area referred to as the Airport Way District, located in the south westerly part of the City and west of the Friedman Memorial Airport consisting of 39.993 acres (not including rights-of-way). The area is generally bounded by State Highway 75 on the north, Airport Way and Aviation Drive on the east, south of Dornier Way on the south, and Broadford Road on the west.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair of the Agency Board of Commissioners is hereby authorized to transmit the 2021 Report to the Hailey City Council requesting that the City Council:

a. Determine whether the Study Area identified in the 2021 Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project; and

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

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

URBAN RENEWAL AGENCY OF HAILEY

By _____
Chair

ATTEST:

By _____
Secretary

Airport Way
Urban Renewal District

Eligibility Report

Prepared for

Hailey Urban Renewal Agency
April 2021

Kushlan | Associates
Boise, Idaho

Introduction:

Kushlan | Associates was retained by the Hailey Urban Renewal Agency (Agency) to assist them in their consideration of the potential Airport Way Urban Renewal District located within the City of Hailey, Idaho.

The Mayor, with the confirmation of the City Council, has appointed five members to the Agency Board to guide the development of urban renewal plans and oversee their implementation. The current membership of the Agency Board is as follows:

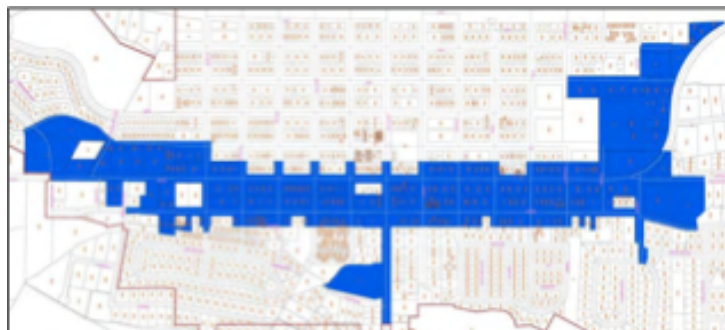
Chair:	Larry Schwartz
Vice Chair	Sandi Viau
Commissioners	Walt Denekas
	Martha Burke
	Don Keirn

Urban Renewal	
Executive Director:	Lisa Horowitz
Secretary	Becky Stokes

Idaho Code § 50-2006 states: “URBAN RENEWAL AGENCY. (a) There is hereby created in each municipality an independent public body corporate and politic to be known as the "urban renewal agency" that was created by resolution as provided in section 50-2005, Idaho Code, before July 1, 2011, for the municipality..” to carry out the powers enumerated in the statutes. The Hailey City Council adopted Ordinance 1081 on April 11, 2011 bringing forth those powers within the City of Hailey.

The Hailey Urban Renewal Agency (HURA) currently oversees the implementation of one urban renewal district. The Gateway Urban Renewal District is the original district, which focuses on the revitalization of the downtown and adjacent areas. It was established by the City Council’s adoption of Ordinance No. 1183 on October 15, 2013. The Gateway Urban Renewal District is set to expire on December 31, 2033.

Map of Gateway Urban Renewal District



Background:

Native Americans visited the area now known as the Wood River Valley from prehistoric times during warm weather and fur trappers roamed the intermountain Rockies during the first half of the 19th century. The first mining claim was filed in the Gold Belt located west of the current city of Hailey in 1865. Active mining in the area started in 1879 with the first shipment of ore leaving the valley on July 1, 1881. Mining continued as a primary function focusing on the extraction of gold, silver and lead until 1890. In addition to the focus on mining, the region hosted one of the most substantial wool industries in the United States. The economy of the area has now evolved into a significant tourist destination.

The town was founded by John Hailey who filed a homestead claim on the future townsite in 1879, increasing his claim the following year to 440 acres and establishing his new organization as the Hailey Town Company. The townsite was surveyed in 1881 and officially platted at the Alturas county seat in Rocky Bar on May 10, 1881.

Blaine County was created by the Idaho Legislature on March 5, 1895 combining Alturas and Logan Counties and naming Hailey as County Seat for the new county.

City of Hailey Population History:

1910 population	1,231
1920 population	1,201
1930 population	973
1940 population	1,443
1950 population	1,464
1960 population	1,185
1970 population	1,425
1980 population	2,109
1990 population	3,687
2000 population	6,200
2010 population	7,960
2020 population	8,900

Cities across the nation actively participate in the economic vitality of their communities through investment in infrastructure. Water and sewer facilities as well as transportation and other systems are all integral elements of an economically viable community. With the significant growth rate through recent decades and corresponding extension of infrastructure, Hailey has a significant amount of capital maintenance and capital improvements looming on the near horizon.

Title 50, Chapters 20 and 29, the Urban Renewal Law of 1965 and the Local Economic Development Act contain some of the few tools that are available to Idaho cities to help fund public improvements. New sources of State support are not likely to become available in the foreseeable future, thus the Agency's interest in exploring the potential for establishing their second urban renewal district is appropriate.

Demographics:

According to the US Census Bureau, the estimated 2020 population of the City is 8,900 which is a 12.57% increase since 2010. This growth rate exceeds that experienced statewide which was 11.9% during that period. Hailey's population has more than quadrupled since 1980.

At 31.0%, the City's percentage of people under 18 years of age exceeds the statewide percentage of 25.1% by 5.9%. The percentage of population under 5 years of age exceeds the statewide figure by 0.4% (6.9% vs. 6.5%). The percentage of the City's population over 65 years of age (10.0%) is less than the statewide percentage (16.3%) by 6.3%. These statistics reflect a population base that is considerably younger than that found statewide.

The population is predominately white at 96.4% as compared to the statewide percentage of 93.0%. The Hispanic population of Hailey (32.3%) substantially exceeds that of the state where that percentage is 12.8%

Housing units are 63.1% owner-occupied as opposed to the statewide statistic of 70.0%. Median value of owner-occupied housing units is \$368,300 as compared to \$212,300 statewide. Monthly owner costs with mortgage is \$1,446 as compared to the statewide figure of \$1,270. Median gross rent in the City of Hailey is reported as \$671 as compared to \$853 statewide.

When income statistics are compared to statewide numbers, we see that the population of the City lags the rest of Idaho. The median household income in the City is \$51,158, approximately 9% below the statewide figure of \$55,785. Per capita annual income for the City's population is \$24,046 as compared to the statewide number of \$27,970. The percentage of the City's population below poverty level is 12.2% as compared to the statewide number of 11.2%.

These statistics suggest that the City's population is in a challenging position as compared to many Idaho communities. The capital and service delivery demands presented by the significant level of growth, when considered in the context of the fiscal limitations on Idaho local government suggest that utilizing existing investment mechanisms such as found in Title 50, Chapters 20 and 29 is a prudent exercise of local legislative authority.

Statistics are derived from the latest United States Census Bureau Report.

Steps in Consideration of an Urban Renewal District:

The first step in consideration of establishing an urban renewal district in Idaho is to define a potential area for analysis as to whether conditions exist within it to qualify for redevelopment activities under the statute. We have called this the “Study Area.”

The next step in the process is to review the conditions within the Study Area to determine whether the area is eligible for creating a district. The State Law governing urban renewal sets out the following criteria, at least one of which must be found, for an area to be considered eligible for urban renewal activities:

1. The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of Site [50-2018(9) and 50-2903(8)(b)]
2. Age or Obsolescence [50-2018(8) and 50-2903(8)(a)]
3. Predominance of Defective or Inadequate Street Layout [50-2018(9) and 50-2903(8)(b)]
4. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness [50-2018(9) and 50-2903(8)(b)]
5. Insanitary or Unsafe Conditions [50-2018(9) and 50-2903(8)(b)]
6. Diversity of Ownership [50-2018(9) and 50-2903(8)(b)]
7. Tax or Special Assessment Delinquency [50-2018(9) and 50-2903(8)(b)]
8. Defective or Unusual Conditions of Title [50-2018(9) and 50-2903(8)(b)]
9. Results in Economic Underdevelopment of the Area [50-2903(8)(b)]
10. Substantially Impairs or Arrests the Sound Growth of a Municipality [50-2018(9) and 50-2903(8)(b)]

If the Eligibility Report finds that one or more of the conditions noted above exists within the Study Area, then the Agency may accept the findings and forward the Eligibility Report to the City Council for their consideration. If the City Council concurs with the determination of the Agency, they may direct that an Urban Renewal Plan be developed for the area that addresses the issues raised in the Eligibility Report.

The Agency then acts to prepare the Urban Renewal Plan for the new District and determines whether to also recommend the establishment of a Revenue Allocation

Area to fund improvements called for in the Plan. Once the Plan for the District and Revenue Allocation Area are completed, the Agency Board forwards it to the City Council for their consideration.

The City Council must refer the Urban Renewal Plan to the Planning and Zoning Commission to determine whether the Plan, as presented, is consistent with the City's Comprehensive Plan and make a corresponding finding. At the same time, other taxing entities levying property taxes within the boundaries of the proposed Urban Renewal District are provided a thirty-day opportunity to comment on the Plan to the City Council. While the taxing entities are invited to comment on the Plan, their concurrence is not required for the City Council to proceed with formal consideration.

Once the Planning and Zoning Commission makes their finding of conformity and the thirty-day comment period has passed, the City Council is permitted to hold a public hearing and formally consider the adoption of the Plan creating the new Urban Renewal District and Revenue Allocation Area.

The City Council must also find that the taxable value of the district to be created plus the Base Assessed Value of any existing Urban Renewal / Revenue Allocation Area does not exceed the statutory maximum of 10% of the citywide assessed valuation.

If the City Council, in their discretion chooses to proceed, they will officially adopt the Urban Renewal Plan and Revenue Allocation Area and provide official notification of that action to the County Assessor and Idaho State Tax Commission.

The Agency then proceeds to implement the Plan.

Analysis of the Study Area:

Description of the Airport Way Urban Renewal District Study Area:

The Study Area subject to the current review is located in the south westerly part of the City and west of the Friedman Memorial Airport. The Airport Way District is a primarily developed commercial and industrial area containing 62 parcels located on 39.993 acres (not including rights-of-way) with 40 separate owners-of-record. In addition, there are 33 owners of commercial and residential condominiums located within the Study Area. Combined, there are 73 individual owners-of-record within the Study Area. Six (6) of those parcels are under the ownership of public entities and thus are statutorily exempt from property taxes. One (1) single family residence exists along the east side of Broadford Road and reflects the Idaho State Homeowner Property Tax Exemption, indicating it serves as the primary residence of the owner. There are nine (9) condominium properties reflecting residential assessed values, six of which also reflect Homeowner

Property Tax Exemption indicating that these units serve as primary residences even though located in the Service Commercial Industrial zone.

The Study Area is accessed by way of Airport Way from State Highway 75 via a signalized intersection. Airport Way extends through an “S” curve where it transitions into Aviation Way. Various intersecting low-volume streets provide local access to existing businesses and vacant properties. Airport Way /Aviation Way provide the only access to the area with the exception of a substandard county road (Broadford–Highlands Road) located a substantial distance from the main activity areas of the district. This is particularly significant due to the location of critical uses long this access roadway. St. Luke’s Clinic and the Blaine County Public Safety Complex as well as the City’s maintenance facility are all located here and are served by this access facility. Should the northern end of Airport Way be blocked for any reason, access to and from these critical community facilities would be severely hampered.

Table 1 reflects the data for each of the tax parcels represented in the Study Area:

Table 1

Study Area – Airport Way						
Tax Parcel	Site Address	Acres	Land Value	Improvem ent Value	Total Taxable Value	% Impr. Value / Land Value
RPH0727000003A	810 S Main St	2.01	\$0	\$0	\$0	N/A
RPH0445002011A	920 S. Main St.	1.45	\$501,191	\$410,810	\$912,001	82%
RPH0445002011B	960 S Main St.	0.49	\$169258	\$90,458	\$259716	53%
RPH04450020100	920 S Main St.	1.0	\$344,957	\$0	\$344,957	Vacant
RPH04450010070	921 S. Main St	1.47	\$508,450	\$598,317	\$1,106,767	118%
RPH04450010090	1020 Airport Way	1.0	\$345,304	\$6,265,928	\$6,611,232	1,815%
RPH04450010060	1021 Airport Way	1.0	\$345,304	\$366,082	\$711,386	106%
RPH04450020080	1030 Airport Way	1.0	\$344,957	\$297,134	\$642,091	86%
RPH04450020060	1040 Airport Way	0.5	\$242,421	\$125,839	\$368,260	52%
RPH04450010030	1041 Airport Way	3.0	\$692,217	\$1,014,799	\$1,707,016	147%
RPH04450020070	1042 Airport Way	0.5	\$244,368	\$89,919	\$334,287	37%
RPH04450020050	1120 Airport Way	0.5	\$243,881	\$0	\$243,881	Vacant
RPH04450020040	1130 Airport Way	0.5	\$243,394	\$0	\$243,394	Vacant
RPH0445001002A	1131 Airport Way	0.43	\$207,859	\$304,942	\$512,801	147%

RPH04450020030	1140 Airport Way	0.47	\$227,816	\$122,595	\$350,411	54%
RPH04450020010	1220 Airport Way	0.63	\$304,729	\$158,367	\$463,096	52%
RPH040000501A0	1221 Airport Way	0.35	\$170,120	\$170,750	\$340,870	100%
RPH04450020020	1230 Airport Way	0.56	\$274,549	\$324,564	\$599,113	118%
RPH040000501D0	120 Citation Way	0.25	\$121,874	\$0	\$121,874	Vacant
RPH040000501C0	131 Citation Way	0.27	\$132,111	\$76,176	\$208,287	58%
RPH040000501B0	141 Citation Way	0.58	\$255,039	\$1,010,476	\$1,265,515	396%
RPH04000010100		02.54	\$693,527	\$0	\$693,527	Vacant
RPH040000501E0	1251 Airport Way	0.63	\$277,544	\$0	\$277,544	Vacant
RPH040000501F0		0.25	\$121,386	\$0	\$121,386	Vacant
RPH040000502A0	1220 Aviation Drive	0.75	\$332,258	\$0	\$332,258	Vacant
RPH040000401C0	1290 Citation Way	0.46	\$223,760	\$0	\$223,760	Vacant
RPH040000401DD	1310 Citation Way	0.43	\$209,134	\$0	\$209,134	Vacant
RPH040000401EE	1351 Aviation Drive	0.7	\$308,870	\$545,713	\$854,583	177%
RPH04000040200	1451 Aviation Drive	1.6	\$554,054	\$412,409	\$966,463	74%
RPH040000403A0	1551 Aviation Drive	2.6	\$708,539	\$0	\$708,539	Vacant
RPH040000403B0	1611 Aviation Drive	1.0	\$345,797	\$0	\$345,797	Vacant
RPH0400000000A		0.63	Exempt (City)	Exempt (City)	Exempt (City)	Vacant
RPH2N18015343A	43 Broadford Road	1.0	\$167,580	\$260,953	\$428,533 *	156%
RPH040000401A0	131 Citation Way	0.53	\$224,068	\$0	\$224,068	Vacant
RPH040000401B0	1291 Citation Way	0.51	\$224,603	\$0	\$224,603	Vacant
RPH040000502E0	20 Comet Lane	0.52	230,772	\$0	\$230,772	Vacant
RPH040000502D0	30 Comet Lane	0.26	\$127,723	\$0	\$127,723	Vacant
RPH040000502C0	40 Comet Lane	0.22	\$107,735	\$0	\$107,735	Vacant
RPH040000502B0		0.33	\$161,445	\$0	\$161,445	Vacant
RPH040000502J0	11 Comet Lane	0.22	\$109,180	\$0	\$109,180	Vacant
RPH07270000000	Common Area	0	\$0	\$0	\$0	Common Area
RPH040000502H0	31 Comet Lane	0.22	109,708	\$0	\$109,708	Vacant
RPH040000502G0	41 Comet Lane	0.22	\$109,708	\$0	\$109,708	Vacant
RPH040000502F0		0.4	\$193,048	\$0	\$193,048	Vacant
RPH07220000000		0	\$0	\$0	\$0	Common Area

RPH0700000000		0	\$0	\$0	\$0	Common Area
RPH04480010100	1020 Business Park Dr	0.83	\$388,700	\$702,477	\$1,091,177	181%
RPH04480010090	1010 Business Park Dr	0.25	\$164,948	\$226,904	\$391,852	138%
RPH0448001008A	1012 Business Park Dr	0.26	\$169,54	\$223,563	\$393,112	132%
RPH0448001007A	1014 Business Park Dr	0.23	\$153,777	\$199,025	\$352,802	129%
RPH04480010040	910 Business Park Dr	0.62	\$290,238	\$322,430	\$612,668	111%
RPH04480010030	810 South Main St	0.15	Exempt	Exempt	Exempt	Exempt
RPH04480010020	810 South Main	0.16	Exempt	Exempt	Exempt	Exempt
RPH04480010010	820 South Main St.	1.39	Exempt	Exempt	Exempt	Exempt
RPH2N180160680	830 Broadford Road	0.39	\$134,447	\$235,298	\$369,745	175%
RPH2N180160690		0.22	Exempt	Exempt	Exempt	Exempt
RPH070800000A0		0	0	0	0	Common Area
RPH040000404A0	110 Dornier Way	0.26	\$126,750	\$0	\$126,750	Vacant
RPH040000404B0		0.25	\$121,834	\$0	\$121,834	Vacant
RPH040000404B0		0.413	\$201,334	\$0	\$201,334	Vacant
Total Study Area		39.993	\$13,497,073	\$14,822,010	\$28,319,083	
Condominiums						
Parcel Number	Site Address	Commercial Value	Residential Value	Market Value	H/O Exemption	Taxable Value
Comet Condominiums						
RPH0727000001A	21 Comet Lane #1A	\$232,076	\$0	\$232,076	\$0	\$232,076
RPH07270000020	21 Comet Lane # 2	\$231,914	\$0	\$231,914	\$0	\$231,914
RPH0727000003A	21 Comet Lane #3A	\$0	\$188,600	\$188,600	\$94,300	\$94,300
RPH07270000040	21 Comet Lane #4	\$200,328	\$0	\$200,328	\$0	\$200,328
Total Comet Condominiums		\$664,318	\$188,600	\$852,918	\$94,300	\$758,618
1120 Broadford Condos						
RPH07220000010	1120 Broadford Road A1	\$107,500	\$150,500	\$258,000	\$75,250	\$182,750
RPH07220000020	1120 Broadford Road Unit 2	\$104,625	\$146,475	4251,100	\$73,238	\$177,862
RPH07220000030	1120 Broadford Road Unit 3	\$98,000	\$137,200	\$235,200	\$68,000	\$166,600
RPH07220000040	1120 Broadford Road Unit 4	\$196,000	\$0	\$196,000	\$0	\$196,000
RPH07220000050	1120 Broadford Road Unit 5	\$266,375	\$0	\$266,375	\$0	\$266,375
RPH07220000060	1120 Broadford Road Unit 6	\$131,500	\$189,700	\$321,200	\$0	\$321,200
RPH07220000070	1120 Broadford Road Unit 7	\$98,000	\$137,200	\$235,200	\$68,600	\$166,600
RPH07220000080	1120 Broadford Road Unit 8	\$196,000	\$0	\$196,000	\$0	\$196,000

RPH07220000090	1120 Broadford Road Unit 9	\$105,125	\$147,175	\$252,300	\$0	\$252,300
RPH07220000100	1120 Broadford Road Unit 10	\$214,875	\$0	\$214,875	\$0	\$214,875
RPH07220000110	1120 Broadford Road Unit 11	\$91,000	\$127,400	\$218,400	\$63,700	\$154,700
RPH07220000120	1120 Broadford Road Unit 12	\$196,000	\$0	\$196,000	\$0	\$196,000
RPH07220000130	1120 Broadford Road Unit 13	\$192,125	\$0	\$192,125	\$0	\$192,125
RPH07220000140	1120 Broadford Road Unit 14	\$193,000	\$0	\$193,000	\$0	\$193,000
RPH07220000150	1120 Broadford Road Unit 15	\$118,625	\$42,350	\$160,975	\$0	\$160,975
Total 1120 Bradford Condos		\$2,308,750	\$1,078,000	\$3,386,750	\$349,388	\$3,037,362
1030 Business Park Condos						
RPH070000000A0	1030 Business Park Dr., Suite A	\$168,612	\$0	\$168,612	\$0	\$168,612
RPH070000000B0	1030 Business Park Dr., Suite B	\$195,445	\$0	\$195,445	\$0	\$195,445
RPH070000000C0	1030 Business Park Dr., Suite C	\$228,974	\$0	\$228,974	\$0	\$228,974
RPH070000000D0	1030 Business Park Dr., Suite D	\$133,612	\$0	\$133,612	\$0	\$133,612
RPH070000000E0	1030 Business Park Dr., Suite E	\$133,612	\$0	\$133,612	\$0	\$133,612
RPH070000000F0	1030 Business Park Dr., Suite F	\$202,147	\$0	\$202,147	\$0	\$202,147
RPH070000000G0	1030 Business Park Dr., Suite G	\$200,634	\$0	\$200,634	\$0	\$200,634
Total 1030 Business Park Condos		\$1,263,036	\$0	\$1,263,036	\$0	\$1,263,036
Warehouse West Condos						
RPH0708000B050	1141 Airport Way B5	\$88,634	\$0	\$88,634	\$0	\$88,634
RPH0708000D030	1141 Airport Way D3	\$48,818	\$0	\$48,818	\$0	\$48,818
RPH0708000D040	1141 Airport Way D4	\$48,818	\$0	\$48,818	\$0	\$48,818
RPH0708000D050	1141 Airport Way D5	\$47,783	\$0	\$47,783	\$0	\$47,783
RPH0708000D070	1141 Airport Way D7	\$48,818	\$0	\$48,818	\$0	\$48,818
RPH0708000D080	1141 Airport Way D8	\$48,818	\$0	\$48,818	\$0	\$48,818
RPH0708000D090	1141 Airport Way D9	\$48,818	\$0	\$48,818	\$0	\$48,818
RPH0708000D100	1141 Airport Way D10	\$47,414	\$0	\$47,414	\$0	\$47,414
RPH0708000F010	1141 Airport Way F1	\$76,414	\$0	\$76,414	\$0	\$76,414
RPH0708000F020	1141 Airport Way F2	\$78,477	\$0	\$78,477	\$0	\$78,477
RPH0708000F030	1141 Airport Way F3	\$78,557	\$0	\$78,557	\$0	\$78,557
RPH0708000F040	1141 Airport Way B5	\$76,414	\$0	\$76,414	\$0	\$76,414
Total Warehouse West Condos		\$738,152	\$0	\$738,152	\$0	\$738,152
Total Condominium		\$4,974,256	\$1,266,600	\$6,240,856	\$443,688	\$5,797,168

Total Taxable Value	
Land and Improvements	\$28,319,083
Condominiums	\$5,797,168
Total Taxable Value	\$34,116,251

Please see the map below for a graphic representation of the Airport Way Urban Renewal District Study Area.



Airport Way Urban Renewal District

The proposed Airport Way Urban Renewal District consists of 62 tax parcels representing 39.993 acres (not including rights-of-way) located in the southwest part of the City, west of the Friedman Memorial Airport. There are an additional 38 condominium units located within the Study Area. It consists of commercially and industrially zoned properties along with a variety of public uses. Zoning designations are LI, SCI-SO, SCI, I, LR-1, LR-2 and TI. There is one Residentially zoned parcel located along Broadford Road.

None of the parcels included within the Study Area have been used for agricultural or forestry purposes during the past three years, negating the requirement to gain specific consent of any property owner of such a property for inclusion in an urban renewal district.

While both private and public entities have made significant investment in the southerly portions of the Study Area with improvements to the streets and sidewalks along Aviation Way, the northerly portion of the Study Area has not seen investments that would bring the area's infrastructure up to current urban standards creating a significant gap between the more current level of infrastructure investment in the south and State Highway 75 at the north. Additionally, a detailed review of the Study Area reflects a pattern of underinvestment and disinvestment over time. The American Institute of Appraisers suggests that an economically viable, developed property would reflect a ratio of 30% land to 70% improvements. After initial improvements are made, without continuing reinvestment, the improvement ratio declines; and as it approaches par, a condition of disinvestment or deterioration is assumed. For the purposes of this study we have assumed that those parcels where the improvement value is less than the land value, a "deteriorated" condition exists. In those parcels where the improvement value is between 100% and 150% of land value, a "deteriorating" condition exists.

Table 1 above shows that approximately 33.8% (20) of the privately held properties located within the Study Area either reflect this "deteriorated" or "deteriorating" condition. Another 33.9% of the privately held properties are vacant consisting of 15.05 acres or 37.1% of the total acreage.

Streets: As noted above, Aviation Drive has been improved to urban standards with required curb, gutter, drainage, and at least, partial, pedestrian facilities. Signalization of the intersection of Airport Way with State Highway 75 has been installed. The southerly portion of Airport Way, where there is a transition around an "S" Curve into Aviation Drive, has been partially improved. A curb and gutter section extends though the curve but sidewalks are available only on one side. Local streets served from the southern portion of Airport Way and Aviation Way have been paved with valley gutters in the center allowing rainwater and snowmelt

to enter the storm drainage system. Curb and gutter are not provided on the local streets nor are there pedestrian facilities located there.

The northerly portion of Airport Way consists of asphalt mat paving with no curb and gutter, pedestrian, bicycle nor storm drainage facilities, allowing the pavement edge to ravel creating an uneven verge with the gravel shoulder.

Storm Drainage: As noted in the section on Streets conditions above, Airport Way north of the curve is devoid of storm drainage facilities. This condition allows for the ponding of water during periods of snow melt and heavy rainfall, thus obscuring the uneven pavement edge creating a driving hazard as well as undermining the roadway base creating a costly maintenance requirement.

Pedestrian facilities: Investment has been made in the pedestrian facilities along Aviation Drive yet these facilities are isolated as there is no connection to State Highway 75 to the north along Airport Way. Pedestrian facilities are in place on the State Highway and for a short distance south of the State right-of-way on Airport Way. This requires pedestrians to compete with through traffic and industrial movements jeopardizing their safety, especially given the condition of the streets as noted in that section. City planning documents envision continued commercial and industrial investment in the area and beyond thus increasing pedestrian and bicycle traffic and the resultant vehicle conflicts along Airport Way.

Illumination: Decorative streetlights are present along Aviation Drive but no illumination has been provided along Airport Way. This can be especially dangerous in the future as pedestrian volumes increase in the busy area.

Water: Beyond the general discussion of community water supply capacity during certain parts of the year, the water distribution system within the Airport Way Study Area appears to be adequate to accommodate the vision for the area found in City planning documents.

Fire Protection: Fire hydrants exist throughout the Study Area, however their placement appears inconsistent. Given the commercial and industrial nature of the area, hazardous activities may be conducted within the buildings currently in the areas or planned. Thus, adequate fire flows are imperative and consistent location of hydrants facilitate their location during times of the year when their locations might be obscured by snow accumulation.

Sewer Collection: Sewer collection capacity within the Study Area appears adequate to accommodate current levels of anticipated growth within that area.

Bicycle Facilities: Bicycle traffic is increasing as the area develops, yet no dedicated bicycle facilities are in place to accommodate this increasingly popular transportation mode.

Streetscapes: The City has established a high standard of streetscaping in the southern portion of the Study Area with curb, gutter, sidewalks, street lighting and landscaping. These amenities are not present in the northerly portion of the Study Area along Airport Way.

Required Findings Regarding Eligibility for the Study Area:

In order to make a finding that the Airport Way Study Area is, in fact, eligible for being considered for the establishment of an urban renewal district, one must compare the conditions found in the area with the statutory criteria noted above. For the convenience of the reader those criteria are repeated here:

1. The Presence of a Substantial Number of Deteriorated or Deteriorating Structures and Deterioration of Site [50-2018(9); and 50-2903(8)(b)]
2. Age or Obsolescence [50-2018(8) and 50-2903(8)(a)]
3. Predominance of Defective or Inadequate Street Layout [50-2018(9) and 50-2903(8)(b)]
4. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness [50-2018(9) and 50-2903(8)(b)]
5. Insanitary or Unsafe Conditions [50-2018(9) and 50-2903(8)(b)]
6. Diversity of Ownership [50-2018(9); 50-2903(8)(b)]
7. Tax or Special Assessment Delinquency [50-2018(9) and 50-2903(8)(b)]
8. Defective or Unusual Conditions of Title [50-2018(9) and 50-2903(8)(b)]
9. Results in Economic Underdevelopment of the Area [50-2903(8)(b)]
10. Substantially Impairs or Arrests the Sound Growth of a Municipality [50-2018(9) and 50-2903(8)(b)]

Criterion #1: *The Presence of a Substantial Number of Deteriorated or Deteriorating Structures; and Deterioration of Site:* As noted above 16.9% of the privately owned properties within the Study Area reflect improvement values less than land values. An additional 10 parcels (16.9%) reflect values that approach that point where land values exceed improvement values. 37.1% of the parcels remain vacant. This suggests that deteriorated or deteriorating structures exist or that deterioration of site exists as a significant number of properties are vacant. Therefore, Criterion #1 is met.

Criterion #2: Age or Obsolescence: Substantial investment has been made in the southerly portion of the Study Area, but the majority of the Study Area along Airport Way are properties reflecting disinvestment. A substantial number of vacant parcels remain throughout the Study Area. Therefore Criterion #2 is met.

Criterion #3: Predominance of Defective or Inadequate Street Layout. Adequate right-of way exists to accommodate the new investment consistent with the City's Comprehensive Plan. However, the primary access street into the Study Area has not been improved to full urban standards as required under City of Hailey development regulations. Full improvements to Airport Way will be required to bring the infrastructure in the area into compliance with current City requirements. The pedestrian system will need to be completed.

Additionally, access to the area is limited to Airport Way / Aviation Drive creating essentially a "one-way-in, one-way-out" situation. The area is immediately adjacent to the region's airport with frequent commercial flights as well as large volumes of general aviation traffic. The area serves as the location of the St. Luke's Hailey Clinic as well as the Blaine County Public Safety complex and the City of Hailey Maintenance facility. Should an unfortunate incident occur impacting the exclusive access route into the area, emergency response would be severely compromised.

Pedestrian and bicycle facilities are not in place and require installation to enhance safety for these modes of travel. Therefore, Criterion #3 is met.

Criterion #4: Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness. The lots located in the Study Area are regularly configured and consistent with the requirements of City regulations. Therefore, Criterion #4 is not met.

Criterion #5: Insanitary or Unsafe Conditions. The substandard condition of Airport Way, the lack of adequate storm drainage facilities, the incomplete street lighting system and the lack of adequate pedestrian and bicycle facilities, and insufficient access to critical community facilities point to current unsafe conditions that will be exacerbated as development occurs consistent with the City's Comprehensive Plan. Therefore, Criterion #5 is met.

Criterion #6: Diversity of Ownership. The 62 parcels and 38 condominiums examined in this study are under the ownership or control of 73 individuals or entities. Therefore, Criterion #6 is met.

Criterion #7: Tax or Special Assessment Delinquency: The records of the Blaine County Assessor do not reflect any tax or special assessment delinquency. Therefore, Criterion #7 is not met.

Criterion #8: Defective or Unusual Conditions of Title: No known defective or unusual conditions of title exist. Therefore Criterion 8 has not been met.

Criterion #9: Results in Economic Underdevelopment of the Area: The southerly portion of the Study Area has seen investment in recent years. However, a significant amount of the land within the Study Area remains underutilized and, in some cases, we see deteriorating uses. Therefore, Criterion #9 is met.

Criterion #10: Substantially Impairs or Arrests the Sound Growth of a Municipality. The Study Area represents one of only two areas zoned for industrial uses in the City of Hailey. The Study Area is the only reasonable location to expand uses need to support a growing area economy. Therefore, Criterion #10 is met.

Findings: Airport Way District Study Area: Conditions exist within the Airport Way Study Area to allow the Board of Commissioners of the Agency and the City Council to determine that the area is eligible for urban renewal activities as prescribed in State Law.

	Criteria	Met	Not Met
1	The Presence of a Substantial Number of Deteriorated or Deteriorating Structures; and Deterioration of Site	X	
2	Age or Obsolescence	X	
3	Predominance of Defective or Inadequate Street Layout	X	
4	Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness		X
5	Insanitary or Unsafe Conditions	X	
6	Diversity of Ownership	X	
7	Tax or Special Assessment Delinquency		X
8	Defective or unusual condition of title		X
9	Results in Economic Underdevelopment of the Area	X	
10	Substantially Impairs or Arrests the Sound Growth of a Municipality	X	

Analysis: Open Land Conditions: The parcels located within the Study Area are located within the City limits and have been dedicated to various urban uses. Therefore, the provisions of Idaho Code Section 50-2903(8)(c) and 50-2008(d) do not apply.

Conclusion: Based upon our review of the data and the conditions that exist within the Study Area as noted above, one or more of the necessary criteria have been met and therefore the Hailey City Council may, determine that the Airport Way Urban Renewal District, as proposed, is eligible for the establishment of an urban renewal district.

Other Relevant Issues:

Agricultural Landowners Concurrence: None of the area within the Study Area is dedicated to agricultural uses. The statutory provisions concerning the creation of an urban renewal district prohibit inclusion of any land used for an agricultural operation without the express written consent of the property owner. Given that no such uses exist nor have existed during the previous three years, consent is not required.

10% Analysis: In addition to the findings reported above, we also sought to verify that the assessed value of the proposed Study Area is within the statutory limits. As noted above, State Law limits the percentage of assessed value that can be included in urban renewal / revenue allocation districts to 10% of the total valuation of the City. According to Blaine County Assessor records, the most recent certified value for the City is \$1,126,647,293. The taxable value of the Study Area is \$34,116,251 representing 3.03% of the total City assessed value. The Base Assessed Value of the Gateway District is \$67,496,712. The Table below shows the result compared to the statutory requirement.

Statutory 10% Limitation Analysis		
Area	Base Assessed Value	Percentage
Total City	\$1,126,647,293	100%
• Gateway District URD	\$67,496,712	5.99%
• Proposed South Woodside A District URD	\$34,116,251	3.03%
Total UR Base Assessed Value Percentage	\$101,612,963	9.02%

We also explored the effect of creating this district on the capacity of the Urban Renewal Agency to consider future districts should they choose to do so. The table below shows that even if a new district similar to the Airport Way District were to be established, approximately 0.98% of the citywide assessed value would remain uncommitted.

Remaining Urban Renewal Capacity		
• Maximum 10% Limitation	\$112,664,729	10%
• Gateway District URD	\$67,496,715	5.99%
• Proposed Airport Way District URD	\$34,116,251	3.03%
• Total AV in Revenue Allocation Areas	\$101,612,753	9.02%
• Available AV under limitation	\$11,051,766	0.98%

Return to Agenda