

HAYDEN URBAN RENEWAL AGENCY
8930 North Government Way
Hayden, ID. 83854
208-209-2029 www.haydenurbanrenewalagency.com

Regular Meeting
Available via GoToMeeting and
City Hall
City Council Chambers

December 12, 2022
3:00 p.m.

AGENDA

CALL TO ORDER
ROLL CALL OF BOARD MEMBERS
PLEDGE OF ALLEGIANCE
ADDITIONS OR CORRECTIONS TO THE AGENDA
CALL FOR CONFLICTS OF INTEREST
VISITOR/PUBLIC COMMENTS

CONSENT CALENDAR (ALL ITEMS ON THE CONSENT CALENDAR ARE ACTION ITEMS)

1. Minutes
2. Bills
3. Financial Reports

CONTINUING BUSINESS

1. Executive Director Professional Services Agreement (Action Item)
2. Urban Renewal Area Expansion (Action Item)

NEW BUSINESS

1. Property Acquisition Discussion (Action Item)
2. Communication with Legal Counsel (Action Item)
3. Set 2023 Regular Meeting Date and Time (Action Item)

REPORTS AND OTHER NON-ACTION ITEM DISCUSSION

1. Executive Director's Report
2. Long Range Planning
3. Traffic Mitigation Discussion
4. General Property Acquisition Opportunities

NEXT MEETING

January 9, 2023 – Regular Meeting

ADJOURNMENT (Action Item)

All public meetings held will be available to the public and governing body by phone and computer via GoToMeeting.

Join the meeting through your computer:

Log on to: <https://www.gotomeet.me/cityofhayden>

This will allow a person to JOIN A MEETING with their computer.

Join the meeting by phone:

Call: (872) 240-3212*

Access Code: 504-226-013

*This number is a long distance phone number and charges may apply. If you are concerned about long distance charges please contact Hayden City Hall for additional information

HAYDEN URBAN RENEWAL AGENCY
8930 North Government Way
Hayden, ID. 83854
208-209-1079 www.haydenurbanrenewalagency.com

City Hall
City Council Chambers
Regular Meeting
November 14, 2022
3:00 p.m.

MINUTES

CALL TO ORDER

Mr. Young called the meeting to order at 3:00 p.m.

ROLL CALL OF BOARD MEMBERS

K. John Young	Present
Steve Meyer	Arrived at 3:04 p.m.
Colin Meehan	Absent
Ronda Mitchell	Present (remote)
Michael Thayer	Present (remote)
Randy McIntire	Present
Matt Roetter	Present

STAFF PRESENT

Rob Wright, Director
Pete Bredeson, Board Attorney
Alan Soderling, Hayden Director of Public Works
Brett Boyer, Hayden City Administrator

PLEDGE OF ALLEGIANCE

Mr. Young led the pledge of allegiance.

ADDITIONS OR CORRECTIONS TO THE AGENDA

None were requested.

CALL FOR CONFLICTS OF INTEREST

No conflicts were reported.

VISITOR/PUBLIC COMMENT

Ed DePriest spoke about recent election and information seen on internet. He would like to know breakdown of dollars collected and what is being spent on the City. He feels information should be readily available.

Calvin Freitas noticed that portions of the website were out of date and also echoed Mr. Depriests comment that the information should be readily available.

CONSENT CALENDAR **ALL ITEMS ON THE CONSENT CALENDAR ARE ACTION ITEMS**

1. Minutes
2. Bills
3. Financial Reports

Mr. Roetter moved to approve the Consent Calendar as presented. Mr. Meyer seconded the motion. All members present voted to affirm. The motion passed.

CONTINUING BUSINESS

1. Executive Director Update

Questions arose regarding the Agreement with Welch-Comer Engineers and no action was taken. All questions pertaining to the contract should be sent to Mr. Young.

2. Hayden City Hall Remodel Participation Agreement (**Action Item**)

The board members discussed the particulars of the agreement.

Mr. Thayer moved to approve the participation agreement. Mr. Roetter seconded the motion. Mr. Young called for a roll call vote.

Roll Call Vote

Mr. Young – Yes
Mr. Meyer – Yes
Ms. Mitchell – Yes
Mr. Thayer – Yes
Mr. McIntire – Yes
Mr. Roetter – Recused

3. Urban Renewal Area Expansion (**Action Item**)

Mr. Wright will produce a map with everyone's input and bring to the next meeting. No action taken.

NEW BUSINESS

1. City of Hayden Request for Reimbursement of Ramsey Road Sewer Design (**Action Item**)

Mr. Thayer moved to approve the reimbursement agreement. Mr. McIntire seconded the motion. Discussion ensued regarding property owner participation in construction. Mr. Thayer withdrew his motion. Mr. Meyer moved to approve the reimbursement agreement and ask the city to require the beneficiary to participate in the construction of the project. Mr. McIntire seconded the motion.

Mr. Young called for a roll call vote.

Roll Call Vote

Mr. Young – Yes
Mr. Meyer – Yes

Ms. Mitchell – Yes
Mr. Thayer – Yes
Mr. McIntire – Yes
Mr. Roetter - Recused

2. Anderson Brothers Audit Engagement Letter Approval (**Action Item**)

Mr. McIntire move to approve the Anderson Brothers Audit Engagement Letter. Mr. Roetter seconded the motion. All present voted to approve with the exception of Mr. Young who recused himself. The motion passed.

REPORTS

1. Executive Director's Report – no report
2. Long Range Planning – no discussion
3. Traffic Mitigation Discussion – no discussion
4. General Property Acquisition Opportunities – Discussion pertaining to the Owl Café surfaced again. Mr. Meyer suggested retaining a realtor to investigate. Mr. Bredeson stated an action item would be needed to engage a realtor.

NEXT MEETING

HURA Regular Meeting

December 12, 2022

ADJOURNMENT

Mr. Roetter move to adjourn. The meeting adjourned at approximately 4:45 p.m. (est)



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 912 Northwest Blvd.
 Coeur d'Alene, ID 83814
 208.665.5999
 Fax: 208.665.5990
<http://www.bankcda.com>



HAYDEN URBAN REN AGENCY HURA
 8930 N GOVERNMENT WAY
 HAYDEN ID 83835-9214




Member
FDIC

FINANCIAL SERVICES STATEMENT

Statement Date: 10/31/2022

Account No.: 27000934 Page: 1

REGULAR BUSINESS SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 09/30/22		5,000.00
Deposits	1	1,495.00+
Debits	2	7,094.96
Automatic Withdrawals	3	14,747.17
Automatic Deposits	3	20,347.13+
Ending Balance On 10/31/22		5,000.00
Average Balance (Ledger)	5,000.00+	

ALL CREDIT ACTIVITY

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
10/12/22	Deposit	1,495.00						

Date	Description	Amount
10/11/22	KOOTENAI COUNTY PAY INV	221.28
10/17/22	MCMG TFR FROM 000024001109	13,030.89
10/20/22	MCMG TFR FROM 000024001109	7,094.96

ELECTRONIC DEBITS

Date	Description	Amount
10/11/22	MCMG TFR TO 000024001109	221.28
10/12/22	MCMG TFR TO 000024001109	1,495.00
10/17/22	STATE TREASURER MIXED	13,030.89

CHECKS AND OTHER DEBITS

* indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
10/20/22	1683	6,694.96	10/20/22	1684	400.00			

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 09/30/22 was 5,000.00

Date	Balance	Date	Balance	Date	Balance
10/11/22	5,000.00	10/17/22	5,000.00		
10/12/22	5,000.00	10/20/22	5,000.00		

Continued

2/169/1



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Member
FDIC

FINANCIAL SERVICES STATEMENT

Statement Date: 10/31/2022

Account No.: 27000934 Page: 2

This Statement Cycle Reflects 31 Days

Direct Inquiries About Electronic Entries To:
Phone: (208) 665-5999



Continued

2/169/2

11/08/2022 02:40 PM
User: srudy
DB: Hayden

BANK RECONCILIATION FOR CITY OF HAYDEN
Bank 301 (HURA CHECKING)
FROM 10/01/2022 TO 10/31/2022
Reconciliation Record ID: 842

Beginning GL Balance:	5,221.28
Less: Cash Disbursements	(7,211.74)
Add: Journal Entries/Other	6,873.68
	<hr/>

Ending GL Balance:	4,883.22
Ending Bank Balance:	5,000.00
Add: Deposits in Transit	0.00
Less: Outstanding Checks	

			AP Checks	
Check Date	Check Number	Name		Amount
10/17/2022	1682	CDA PRESS		116.78
		Total - 1 Outstanding Checks:		116.78
		Adjusted Bank Balance		4,883.22
		Unreconciled Difference:		0.00

REVIEWED BY: _____ DATE: _____

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 300 HAYDEN URBAN RENEWAL AGENCY							
10/01/2022			300-102-11312 HURA BANKCDA CHECKING #0934		BEG. BALANCE		5,221.28
10/12/2022	GJ	JE	HURA DEPOSIT CASH BANKCDA FOR RENTAL	1810	1,495.00		6,716.28
10/17/2022	GJ	JE	HURA MOVE CASH BANKCDA-LGIP	1814		13,030.89	(6,314.61)
10/17/2022	CD	CHK	SUMMARY CD 10/17/2022			7,211.74	(13,526.35)
10/31/2022	GJ	JE	HURA RECORD MONTHLY BANK ACTIVITY	1874		1,716.28	(15,242.63)
10/31/2022	GJ	JE	HURA RECORD MONTHLY BANK ACTIVITY	1874	20,125.85		4,883.22
10/31/2022			300-102-11312	END BALANCE	21,620.85	21,958.91	4,883.22
GRAND TOTALS:					21,620.85	21,958.91	4,883.22



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HAYDEN URBAN REN AGENCY HURA
 8930 N GOVERNMENT WAY
 HAYDEN ID 83835-9214



Member
FDIC

FINANCIAL SERVICES STATEMENT

Statement Date: **10/31/2022**

Account No.: **24001109** Page: **1**

FIRST RATE BUSINESS MMDA SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 09/30/22		158,030.89
Debits		0.00
Automatic Withdrawals	2	20,125.85
Automatic Deposits	2	1,716.28+
Interest Added This Statement		54.82+
Ending Balance On 10/31/22		139,676.14
Annual Percentage Yield Earned	0.43 %	
Interest Paid This Year	359.96	
Interest Paid Last Year	291.42	
Average Balance (Collected)	150,093.60+	

ALL CREDIT ACTIVITY

Date	Description	Amount
10/11/22	MCMG TFR FROM 000027000934	221.28
10/12/22	MCMG TFR FROM 000027000934	1,495.00
10/31/22	INTEREST PAID	54.82

ELECTRONIC DEBITS

Date	Description	Amount
10/17/22	MCMG TFR TO 000027000934	13,030.89
10/20/22	MCMG TFR TO 000027000934	7,094.96

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 09/30/22 was 158,030.89

Date	Balance	Date	Balance	Date	Balance
10/11/22	158,252.17	10/17/22	146,716.28	10/31/22	139,676.14
10/12/22	159,747.17	10/20/22	139,621.32		

This Statement Cycle Reflects 31 Days

**The Interest Earned And The Annual Percentage Yield Earned
 Are Based On The Period 10/01/2022 Through 10/31/2022**

Continued

2/155/1



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Member
FDIC

FINANCIAL SERVICES STATEMENT

Statement Date: **10/31/2022**

Account No.: **24001109** Page: **2**

Direct Inquiries About Electronic Entries To:
Phone: (208) 665-5999



11/08/2022 02:45 PM
User: srody
DB: Hayden

BANK RECONCILIATION FOR CITY OF HAYDEN
Bank 302 (HURA SAVINGS)
FROM 10/01/2022 TO 10/31/2022
Reconciliation Record ID: 843

Beginning GL Balance:	158,030.89
Less: Journal Entries/Other	<u>(18,354.75)</u>
Ending GL Balance:	139,676.14
Ending Bank Balance:	139,676.14
Add: Deposits in Transit	0.00
Less: Outstanding Checks	
Total - 0 Outstanding Checks:	
Adjusted Bank Balance	139,676.14
Unreconciled Difference:	0.00

REVIEWED BY: _____

DATE: _____

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 300 HAYDEN URBAN RENEWAL AGENCY							
10/01/2022			300-103-11313 HURA BANKCDA SAVINGS #1109		BEG. BALANCE		158,030.89
10/31/2022	GJ	JE	HURA RECORD MONTHLY BANK ACTIVITY	1874	1,716.28		159,747.17
10/31/2022	GJ	JE	HURA RECORD MONTHLY BANK ACTIVITY	1874		20,125.85	139,621.32
10/31/2022	GJ	JE	HURA RECORD MONTHLY BANK ACTIVITY	1874	54.82		139,676.14
10/31/2022			300-103-11313	END BALANCE	1,771.10	20,125.85	139,676.14
GRAND TOTALS:					1,771.10	20,125.85	139,676.14



OFFICE OF THE IDAHO STATE TREASURER

Julie A. Ellsworth, State Treasurer

LGIP Monthly Statement

Hayden Urban Renewal Agency

Sandee Rudy
8930 N. Government Way
Hayden, Idaho 83835

Statement Period

10/1/2022 through 10/31/2022

Summary

Beginning Balance	\$4,808,778.15	Fund Number	3354
Contributions	\$21,325.77	Distribution Yield	2.5420 %
Withdrawals	\$0.00	October Accrued Interest	\$10,413.55
Ending Balance	\$4,830,103.92	Average Daily Balance	\$4,823,378.30

Detail

Date	Activity	Status	Type	Amount	Balance
10/01/2022	Beginning Balance				\$4,808,778.15
10/01/2022	Contribution	Processed	September Reinvestment	\$8,294.88	\$4,817,073.03
10/17/2022	Contribution	Processed	ACH	\$13,030.89	\$4,830,103.92
10/31/2022	Ending Balance				\$4,830,103.92

Although every effort is made by the Idaho State Treasurer's Office to supply current and accurate information on this monthly statement, it is the responsibility of your agency to verify the enclosed information and report any discrepancies to the Fund Administrator. Please review your statement and report discrepancies within thirty days of the date of this statement.

An investment in the LGIP is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although the LGIP seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the LGIP.

11/08/2022 02:48 PM
User: srudy
DB: Hayden

BANK RECONCILIATION FOR CITY OF HAYDEN
Bank 303 (HURA LGIP)
FROM 10/01/2022 TO 10/31/2022
Reconciliation Record ID: 844

Beginning GL Balance:	4,817,073.03
Add: Journal Entries/Other	<u>23,444.44</u>
Ending GL Balance:	4,840,517.47
Ending Bank Balance:	4,830,103.92
Add: Miscellaneous Transactions	10,413.55
Add: Deposits in Transit	0.00
Less: Outstanding Checks	
Total - 0 Outstanding Checks:	
Adjusted Bank Balance	4,840,517.47
Unreconciled Difference:	0.00

REVIEWED BY: _____

DATE: _____

11/08/2022 02:43 PM
User: srody
DB: Hayden

GL ACTIVITY REPORT FOR CITY OF HAYDEN
FROM 300-103-11328 TO 300-103-11328
TRANSACTIONS FROM 10/01/2022 TO 10/31/2022

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 300 HAYDEN URBAN RENEWAL AGENCY							
10/01/2022			300-103-11328 HURA LGIP #3354		BEG. BALANCE		4,817,073.03
10/17/2022	GJ	JE	HURA MOVE CASH BANKCDA-LGIP	1814	13,030.89		4,830,103.92
10/31/2022	GJ	JE	HURA RECORD LGIP INTEREST	1875	10,413.55		4,840,517.47
10/31/2022			300-103-11328	END BALANCE	23,444.44	0.00	4,840,517.47
GRAND TOTALS:					23,444.44		4,840,517.47

PERIOD ENDING 10/31/2022

HURA TRIAL BALANCE

GL NUMBER	DESCRIPTION	END BALANCE 10/31/2022 NORMAL (ABNORMAL)
Fund 300 - HAYDEN URBAN RENEWAL AGENCY		
Assets		
300-102-11312	HURA BANKCDA CHECKING #0934	4,883.22
300-103-11313	HURA BANKCDA SAVINGS #1109	139,676.14
300-103-11316	LGIP FMV ADJUSTMENTS (AUDIT)	9,369.00
300-103-11328	HURA LGIP #3354	4,840,517.47
300-105-11500	HURA PROPERTY TAXES RECEIVABLE	5,180.00
300-115-11502	HURA OTHER ACCTS RECEIVABLE	0.00
300-115-11513	HURA RECEIVABLE FROM CITY OF HAYDEN	0.00
300-130-11401	DUE FROM OTHER FUNDS	0.00
300-150-11591	HURA ICRMP PREPAID LIABILITY INS	0.00
300-150-11594	HURA DEPOSIT ON PROPERTY AQUISITION	0.00
300-160-11601	LAND	741,208.07
TOTAL ASSETS		5,740,833.90
Liabilities		
300-200-21402	HURA PAYABLE TO CITY OF HAYDEN	1,409.93
300-200-21403	HURA DEFERRED PROPERTY TAXES	5,146.00
300-200-21404	HURA INB NOTE	0.00
300-200-21405	HURA DEPOSIT ON SALE OF LAND	0.00
300-202-21101	HURA ACCOUNTS PAYABLE	0.00
300-202-21102	RETAINAGE PAYABLE	0.00
300-250-24999	SUSPENSE	0.00
TOTAL LIABILITIES		6,555.93
Fund Equity		
300-250-24100	FUND BALANCE RESTRICTED	4,127,983.27
300-250-24104	HURA FUND BALANCE ASSIGNED ARTS	42,716.00
300-250-24105	HURA INVESTED IN CAPITAL ASSETS	741,208.00
TOTAL FUND EQUITY		4,911,907.27
Revenues		
300-212-49550	HURA FUND BALANCE CARRYOVER	0.00
300-311-41110	PROPERTY TAXES CURRENT	0.00
300-311-41111	PROPERTY TAXES DELINQUENT	0.00
300-311-41112	PROPERTY TAXES PENALTIES & INTEREST	0.00
300-311-41113	PERSONAL PTAX EXEMPTION REPL	0.00
300-361-46111	INTEREST REVENUES	10,468.37
300-390-47006	PROCEEDS FROM SALE OF LAND	0.00
300-390-47008	HURA PUBLIC PARKING LOT LEASE	0.00
300-390-47009	HURA 58 E ORCHARD RENTAL	1,625.00
300-390-47010	HURA REIMBURSEMENTS FROM CITY OF HAYD	0.00
TOTAL REVENUES		12,093.37
Expenditures		
300-241-53101	AUDIT	0.00
300-241-53102	LEGAL/PROFESSIONAL SERVICES	0.00
300-241-54100	HURA UTILITIES	110.00
300-241-55201	ICRMP INSURANCE PREMIUM	1,767.00
300-241-55301	REAL PROPERTY ASSESSMENTS	0.00
300-241-55401	ADVERTISING, PUBLISHING, RECORDING	0.00
300-241-55701	DUES, MEMBERSHIPS & SUBSCRIPTIONS	0.00
300-241-55801	TRAVEL, MEETINGS, TRAINING	0.00
300-241-56101	OFFICE SUPPLIES	0.57
300-248-53203	STUDY/PROJECT PROFESSIONAL SERVICES	0.00
300-248-53204	HURA CITY STAFF SUPPORT	1,409.36
300-248-53205	HURA EXECUTIVE DIRECTOR CONTRACT	0.00
300-248-54346	PROPERTY MGMT FEES - 58 E ORCHARD AVE	130.00
300-899-58004	HURA ARTS	0.00
300-899-59901	HURA INFRASTRUCTURE PROJECTS	0.00
300-899-59902	PROPERTY ACQUISITION	0.00
300-899-59905	HURA PROP IMPR 9627/9667 N GOVT	0.00
300-899-59906	HURA PROP IMPR 47 W HAYDEN AVE	0.00
300-899-59907	HURA HAYDEN AVE/FINAL DSGN & CONST	0.00
300-899-59908	HURA H-6 BASIN PROMISSORY NOTE	0.00
300-899-59909	HURA PROP IMPR 58 E ORCHARD AVE	0.00
300-899-59910	HURA GOVT WAY/MILES INTERSECTION IMPR	0.00
300-899-59911	HURA GOVERNMENT WAY TRAFFIC STUDY	0.00
300-899-59912	HURA CHUBBS LLC PROMISORY NOTE	0.00

PERIOD ENDING 10/31/2022

HURA TRIAL BALANCE

GL NUMBER	DESCRIPTION	END BALANCE 10/31/2022 NORMAL (ABNORMAL)
Fund 300 - HAYDEN URBAN RENEWAL AGENCY		
Expenditures		
300-900-59550	HURA FUND BALANCE CARRYFORWARD	0.00
TOTAL EXPENDITURES		3,416.93
<hr/>		
Total Fund 300 - HAYDEN URBAN RENEWAL AGENCY		5,740,833.90
TOTAL ASSETS		5,740,833.90
BEG. FUND BALANCE - 2021-22		4,911,907.27
+ NET OF REVENUES/EXPENDITURES - 2021-22		813,694.26
+ NET OF REVENUES & EXPENDITURES		8,676.44
= ENDING FUND BALANCE		5,734,277.97
+ LIABILITIES		6,555.93
= TOTAL LIABILITIES AND FUND BALANCE		5,740,833.90

PERIOD ENDING 10/31/2022

HURA REVENUE & EXPENSE REPORT

GL NUMBER	DESCRIPTION	YTD BALANCE		2022-23		AVAILABLE BALANCE (ABNORMAL)	% BDGT USED
		NORMAL	(ABNORMAL)	AMENDED	BUDGET NORMAL		
Fund 300 - HAYDEN URBAN RENEWAL AGENCY							
Revenues							
Dept 212 - FUND BALANCE CARRYOVER							
300-212-49550	HURA FUND BALANCE CARRYOVER	0.00		1,660,267.00		1,660,267.00	0.00
Total Dept 212 - FUND BALANCE CARRYOVER		0.00		1,660,267.00		1,660,267.00	0.00
Dept 311 - REAL PROPERTY TAXES							
300-311-41110	PROPERTY TAXES CURRENT	0.00		920,000.00		920,000.00	0.00
300-311-41111	PROPERTY TAXES DELINQUENT	0.00		0.00		0.00	0.00
300-311-41112	PROPERTY TAXES PENALTIES & INTEREST	0.00		0.00		0.00	0.00
300-311-41113	PERSONAL PTAX EXEMPTION REPL	0.00		0.00		0.00	0.00
Total Dept 311 - REAL PROPERTY TAXES		0.00		920,000.00		920,000.00	0.00
Dept 361 - INTEREST REVENUES							
300-361-46111	INTEREST REVENUES	10,468.37		15,000.00		4,531.63	69.79
Total Dept 361 - INTEREST REVENUES		10,468.37		15,000.00		4,531.63	69.79
Dept 390 - OTHER FINANCING SOURCES							
300-390-47006	PROCEEDS FROM SALE OF LAND	0.00		740,000.00		740,000.00	0.00
300-390-47008	HURA PUBLIC PARKING LOT LEASE	0.00		100.00		100.00	0.00
300-390-47009	HURA 58 E ORCHARD RENTAL	1,625.00		20,000.00		18,375.00	8.13
300-390-47010	HURA REIMBURSEMENTS FROM CITY OF HAYDEN	0.00		0.00		0.00	0.00
Total Dept 390 - OTHER FINANCING SOURCES		1,625.00		760,100.00		758,475.00	0.21
TOTAL REVENUES		12,093.37		3,355,367.00		3,343,273.63	0.36
Expenditures							
Dept 241 - OPERATING & ADMINISTRATIVE							
300-241-53101	AUDIT	0.00		4,500.00		4,500.00	0.00
300-241-53102	LEGAL/PROFESSIONAL SERVICES	0.00		7,000.00		7,000.00	0.00
300-241-54100	HURA UTILITIES	110.00		1,815.00		1,705.00	6.06
300-241-55201	ICRMP INSURANCE PREMIUM	1,767.00		2,000.00		233.00	88.35
300-241-55301	REAL PROPERTY ASSESSMENTS	0.00		3,700.00		3,700.00	0.00
300-241-55401	ADVERTISING, PUBLISHING, RECORDING	0.00		300.00		300.00	0.00
300-241-55701	DUES, MEMBERSHIPS & SUBSCRIPTIONS	0.00		3,000.00		3,000.00	0.00
300-241-55801	TRAVEL, MEETINGS, TRAINING	0.00		5,000.00		5,000.00	0.00
300-241-56101	OFFICE SUPPLIES	0.57		200.00		199.43	0.29
Total Dept 241 - OPERATING & ADMINISTRATIVE		1,877.57		27,515.00		25,637.43	6.82
Dept 248 - PROFESSIONAL SERVICES							
300-248-53203	STUDY/PROJECT PROFESSIONAL SERVICES	0.00		5,000.00		5,000.00	0.00
300-248-53204	HURA CITY STAFF SUPPORT	1,409.36		9,000.00		7,590.64	15.66
300-248-53205	HURA EXECUTIVE DIRECTOR CONTRACT	0.00		80,000.00		80,000.00	0.00
300-248-54346	PROPERTY MGMT FEES - 58 E ORCHARD AVE	130.00		1,700.00		1,570.00	7.65
Total Dept 248 - PROFESSIONAL SERVICES		1,539.36		95,700.00		94,160.64	1.61
Dept 899 - CAPITAL PURCHASES/PROJECTS							
300-899-58004	HURA ARTS	0.00		0.00		0.00	0.00
300-899-59901	HURA INFRASTRUCTURE PROJECTS	0.00		1,500,000.00		1,500,000.00	0.00
300-899-59902	PROPERTY ACQUISITION	0.00		800,000.00		800,000.00	0.00
300-899-59905	HURA PROP IMPR 9627/9667 N GOVT	0.00		0.00		0.00	0.00
300-899-59906	HURA PROP IMPR 47 W HAYDEN AVE	0.00		0.00		0.00	0.00
300-899-59907	HURA HAYDEN AVE/FINAL DSGN & CONST	0.00		0.00		0.00	0.00
300-899-59908	HURA H-6 BASIN PROMISSORY NOTE	0.00		69,000.00		69,000.00	0.00
300-899-59909	HURA PROP IMPR 58 E ORCHARD AVE	0.00		2,000.00		2,000.00	0.00
300-899-59910	HURA GOVT WAY/MILES INTERSECTION IMPR	0.00		0.00		0.00	0.00
300-899-59911	HURA GOVERNMENT WAY TRAFFIC STUDY	0.00		0.00		0.00	0.00
300-899-59912	HURA CHUBBS LLC PROMISSORY NOTE	0.00		40,000.00		40,000.00	0.00
Total Dept 899 - CAPITAL PURCHASES/PROJECTS		0.00		2,411,000.00		2,411,000.00	0.00
Dept 900 - FUND BALANCE CARRYFORWARD							
300-900-59550	HURA FUND BALANCE CARRYFORWARD	0.00		821,152.00		821,152.00	0.00

PERIOD ENDING 10/31/2022

HURA REVENUE & EXPENSE REPORT

GL NUMBER	DESCRIPTION	YTD BALANCE		2022-23		AVAILABLE BALANCE	% BDGT USED
		NORMAL	(ABNORMAL)	AMENDED	BUDGET NORMAL		
Fund 300 - HAYDEN URBAN RENEWAL AGENCY Expenditures							
Total Dept 900 - FUND BALANCE CARRYFORWARD			0.00	821,152.00		821,152.00	0.00
TOTAL EXPENDITURES			3,416.93	3,355,367.00		3,351,950.07	0.10
Fund 300 - HAYDEN URBAN RENEWAL AGENCY:							
TOTAL REVENUES			12,093.37	3,355,367.00		3,343,273.63	0.36
TOTAL EXPENDITURES			3,416.93	3,355,367.00		3,351,950.07	0.10
NET OF REVENUES & EXPENDITURES			8,676.44	0.00		(8,676.44)	100.00

FY-PER-MOYEAR	BANK # 301		BANK # 302		BANK # 303		TOTAL CASH IN BANK
	bankcda	bankcda	bankcda	LGIP	SUSPENSE		
	#0934	#1109	#3354				
	300-102-11312	300-102-11304	300-103-11328	where is it?			
2023-Per01-Oct2022	\$ 5,000.00	\$ 139,676.14	\$ 4,840,517.47	\$ -	\$ 4,985,193.61		
2022-Per12-Sep2022	\$ 5,000.00	\$ 158,030.89	\$ 4,817,073.03	\$ -	\$ 4,980,103.92		
2022-Per11-Aug2022	\$ 5,000.00	\$ 124,137.68	\$ 4,808,778.15	\$ -	\$ 4,937,915.83		
2022-Per10-Jul2022	\$ 5,000.00	\$ 338,189.72	\$ 4,608,026.37	\$ -	\$ 4,951,216.09		
2022-Per09-Jun2022	\$ 5,000.00	\$ 193,709.73	\$ 4,554,205.65	\$ -	\$ 4,752,915.38		
2022-Per08-May2022	\$ 5,000.00	\$ 160,173.30	\$ 4,550,865.24	\$ -	\$ 4,716,038.54		
2022-Per07-Apr2022	\$ 5,000.00	\$ 160,064.23	\$ 4,548,425.76	\$ -	\$ 4,713,489.99		
2022-Per06-Mar2022	\$ 5,000.00	\$ 133,987.85	\$ 4,546,903.55	\$ -	\$ 4,685,891.40		
2022-Per05-Feb2022	\$ 5,000.00	\$ 146,628.67	\$ 4,546,030.53	\$ -	\$ 4,697,659.20		
2022-Per04-Jan2022	\$ 5,000.00	\$ 655,300.64	\$ 4,013,085.34	\$ -	\$ 4,673,385.98		
2022-Per03-Dec2021	\$ 5,000.00	\$ 146,832.32	\$ 4,012,611.84	\$ -	\$ 4,164,444.16		
2022-Per02-Nov2021	\$ 5,000.00	\$ 83,137.16	\$ 4,074,068.78	\$ -	\$ 4,162,205.94		
2022-Per01-Oct2021	\$ 5,000.00	\$ 129,467.60	\$ 4,073,680.00	\$ -	\$ 4,208,147.60		
2021-Per12-Sep2021	\$ 5,000.00	\$ 141,251.89	\$ 4,073,288.87	\$ -	\$ 4,219,540.76		
2021-Per11-Aug2021	\$ 5,000.00	\$ 146,839.76	\$ 4,072,885.28	\$ -	\$ 4,224,725.04		
2021-Per10-Jul2021	\$ 5,000.00	\$ 417,708.28	\$ 3,972,466.23	\$ -	\$ 4,395,174.51		
2021-Per09-Jun2021	\$ 5,000.00	\$ 148,597.95	\$ 3,872,018.75	\$ -	\$ 4,025,616.70		
2021-Per08-May2021	\$ 5,000.00	\$ 127,485.64	\$ 3,889,054.91	\$ -	\$ 4,021,540.55		
2021-Per07-Apr2021	\$ 5,000.00	\$ 147,857.75	\$ 3,888,492.44	\$ -	\$ 4,041,350.19		
2021-Per06-Mar2021	\$ 5,000.00	\$ 135,348.85	\$ 3,887,905.69	\$ -	\$ 4,028,254.54		
2021-Per05-Feb2021	\$ 5,000.00	\$ 167,030.57	\$ 3,887,223.86	\$ -	\$ 4,059,254.43		
2021-Per04-Jan2021	\$ 5,000.00	\$ 606,230.17	\$ 3,554,869.02	\$ -	\$ 4,166,099.19		
2021-Per03-Dec2020	\$ 5,000.00	\$ 146,759.95	\$ 3,553,983.48	\$ -	\$ 3,705,743.43		
2021-Per02-Nov2020	\$ 5,000.00	\$ 147,625.56	\$ 3,586,448.11	\$ -	\$ 3,739,073.67		
2021-Per01-Oct2020	\$ 5,000.00	\$ 635,744.78	\$ 3,492,872.86	\$ -	\$ 4,133,617.64		
2020-Per12-Sep2020	\$ 5,000.00	\$ 147,035.82	\$ 3,491,206.22	\$ -	\$ 3,643,242.04		
2020-Per11-Aug2020	\$ 5,000.00	\$ 145,061.80	\$ 3,663,007.43	\$ -	\$ 3,813,069.23		
2020-Per10-Jul2020	\$ 5,000.00	\$ 415,015.20	\$ 3,573,786.77	\$ -	\$ 3,993,801.97		
2020-Per09-Jun2020	\$ 5,000.00	\$ 159,261.96	\$ 3,571,184.52	\$ -	\$ 3,735,446.48		
2020-Per08-May2020	\$ 5,000.00	\$ 146,631.86	\$ 3,567,954.99	\$ -	\$ 3,719,586.85		
2020-Per07-Apr2020	\$ 5,000.00	\$ 142,194.96	\$ 3,564,031.31	\$ -	\$ 3,711,226.27		
2020-Per06-Mar2020	\$ 5,000.00	\$ 145,038.08	\$ 3,559,641.29	\$ -	\$ 3,709,679.37		
2020-Per05-Feb2020	\$ 5,000.00	\$ 145,138.21	\$ 3,567,462.24	\$ -	\$ 3,717,600.45		
2020-Per04-Jan2020	\$ 5,000.00	\$ 583,107.88	\$ 3,117,242.43	\$ -	\$ 3,705,350.31		
2020-Per03-Dec2019	\$ 5,000.00	\$ 136,273.12	\$ 3,112,220.60	\$ -	\$ 3,253,493.72		
2020-Per02-Nov2019	\$ 5,000.00	\$ 141,862.96	\$ 3,106,886.91	\$ -	\$ 3,253,749.87		
2020-Per01-Oct2019	\$ 5,000.00	\$ 148,076.83	\$ 3,101,548.17	\$ -	\$ 3,254,625.00		
2019-Per12-Sep2019	\$ 5,000.00	\$ 146,532.85	\$ 3,095,819.21	\$ -	\$ 3,247,352.06		
2019-Per11-Aug2019	\$ 5,000.00	\$ 155,029.01	\$ 3,080,379.94	\$ -	\$ 3,240,408.95		
2019-Per10-Jul2019	\$ 5,000.00	\$ 403,580.12	\$ 2,854,676.69	\$ -	\$ 3,263,256.81		
2019-Per09-Jun2019	\$ 5,000.00	\$ 135,168.31	\$ 2,848,646.07	\$ -	\$ 2,988,814.38		
2019-Per08-May2019	\$ 5,000.00	\$ 122,021.61	\$ 2,842,668.82	\$ -	\$ 2,969,690.43		
2019-Per07-Apr2019	\$ 5,000.00	\$ 147,467.95	\$ 2,836,471.77	\$ -	\$ 2,988,939.72		
2019-Per06-Mar2019	\$ 5,000.00	\$ 139,663.22	\$ 2,830,486.62	\$ -	\$ 2,975,149.84		
2019-Per05-Feb2019	\$ 5,000.00	\$ 145,195.42	\$ 2,824,334.46	\$ -	\$ 2,974,529.88		
2019-Per04-Jan2019	\$ 5,000.00	\$ 567,651.01	\$ 2,089,271.99	\$ -	\$ 2,962,267.07		
2019-Per03-Dec2018	\$ 5,000.00	\$ 145,479.36	\$ 2,084,883.04	\$ -	\$ 2,535,595.79		
2019-Per02-Nov2018	\$ 5,000.00	\$ 158,451.59	\$ 2,067,067.01	\$ -	\$ 2,530,663.80		
2019-Per01-Oct2018	\$ 5,000.00	\$ 145,070.20	\$ 2,063,231.30	\$ -	\$ 2,513,380.27		
2018-Per12-Sep2018	\$ 5,000.00	\$ 148,116.69	\$ 1,965,565.55	\$ -	\$ 2,510,672.89		
2018-Per11-Aug2018	\$ 5,000.00	\$ 150,193.80	\$ 1,895,314.57	\$ -	\$ 2,509,719.15		
2018-Per10-Jul2018	\$ 5,000.00	\$ 833,613.55	\$ 1,245,382.65	\$ -	\$ 2,543,140.86		
2018-Per09-Jun2018	\$ 5,000.00	\$ 627,825.51	\$ 1,243,462.87	\$ -	\$ 2,335,362.96		
2018-Per08-May2018	\$ 5,000.00	\$ 611,730.12	\$ 1,241,594.43	\$ -	\$ 2,317,333.66		

Hayden Urban Renewal Agency
Project Expenditures by Fiscal Year
Through October 2022

PROJECT	TOTAL	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Property purchase - public parking lot	408,161.99										
Downtown strategic plan	53,649.89										
City Hall façade remodel	213,360.20										
Gravel Cotton Club parking lot	2,627.01										
Govt Way reimbursement agreement	531,158.25										
Public art - bike rack City Hall	11,906.00										
HURA 2004-1 LID Participation	36,500.00										
Govt Way banners	8,777.34										
City Hall art display cases	3,110.00										
Property purchase - Capone's corner	130,592.14	130,592.14									
Property improvements - public parking lot	266,105.53	23,050.00	243,055.53								
CBD / Development Standards	83,295.00		71,901.50	11,393.50							
Public art - Epiphany at library	93,096.86		58,233.46	34,457.95			405.45				
Public art - Dusk and Dawn	66,392.52		19,500.00	33,892.52	\$13,000.00				\$2,100.00	\$5,590.00	
Public art - Utility Box Art Wrap	7,690.00										
Property purchase - carwash/barbershop	360,017.08		360,017.08								
Property purchase - 47 W Hayden	257,102.99		257,102.99								
Property purchase - 58 E Orchard	353,208.36				5,000.00	348,208.36					
Property improvements - 9627/9667 N Govt	62,315.53		38,415.81	9,719.19	353.96	13,826.57					
Property improvements - 47 W Hayden	29,680.41		1,981.88	27,661.32	37.21						
Hayden Ave/Final Dsgn & Const	1,128,327.96			49,025.00	\$21,150.00	\$8,310.00	\$5,215.00	768,800.37	275,827.59		
H-6 Basin Promissory Note	333,828.72				\$34,782.48	\$61,803.37	\$67,030.08	61,261.66	61,344.14	47,606.99	
Property improvements - 58 E Orchard	10,301.65					\$2,550.00	\$1,280.47	3,811.00	2,342.18	318.00	
Gov't Way/Miles Intersection Improvements	114,067.20							16,683.30	93,115.90	4,268.00	
Gov't Way Traffic Study	44,910.00								44,909.40	0.60	
TOTALS	4,610,182.63	153,642.14	1,050,208.25	166,149.48	74,323.65	434,698.30	73,931.00	850,556.33	479,639.21	57,783.59	-

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0139 - ANDERSON BROTHERS CPA'S:							
8242 41404	ANDERSON BROTHERS CPA'S AUDIT PLANNING & PROGRESS BILLING 300-241-53101	11/30/2022 study	12/12/2022	1,500.00	1,500.00	Open	N 12/12/2022
	Total for vendor 0139 - ANDERSON BROTHERS CPA'S:			1,500.00	1,500.00		
Vendor 0185 - BREDESON LAW GROUP:							
1060 41413	BREDESON LAW GROUP REVIEW PACKET, ATTEND NOV MEETING, 300-241-53102	12/07/2022 study	12/12/2022	500.00	500.00	Open	N 12/12/2022
	Total for vendor 0185 - BREDESON LAW GROUP:			500.00	500.00		
Vendor 0028 - CITY OF HAYDEN:							
000.101120.002 41247	CITY OF HAYDEN 58 E ORCHARD SEWER 300-241-54100	11/15/2022 study	12/12/2022	110.00	110.00	Open	N 12/12/2022
STAFF SUPPORT 11/22 41248	CITY OF HAYDEN HURA CITY STAFF SUPPORT NOVEMBER 300-200-21402	11/30/2022 study	12/12/2022	1,697.36	1,697.36	Open	N 12/12/2022
POSTAGE NOV 2022 41342	CITY OF HAYDEN HURA POSTAGE NOVEMBER 2022 300-200-21402	11/30/2022 study	12/12/2022	1.14	1.14	Open	N 12/12/2022
	Total for vendor 0028 - CITY OF HAYDEN:			1,808.50	1,808.50		
Vendor 3900 - KOOTENAI COUNTY TREASURER:							
226919 1ST HALF 41339	KOOTENAI COUNTY TREASURER 2022 TAX BILL 1ST HALF 58 E ORCHARD 300-241-55301	11/16/2022 study	12/12/2022	1,645.67	1,645.67	Open	N 12/12/2022
259201 41340	KOOTENAI COUNTY TREASURER 2022 TAX BILL 9150 N GOVERNMENT WAY 300-241-55301	11/16/2022 study	12/12/2022	5.74	5.74	Open	N 12/12/2022
259199 41341	KOOTENAI COUNTY TREASURER 2022 TAX BILL 9052 N GOVERNMENT WAY	11/16/2022 study	12/12/2022	5.74	5.74	Open	N 12/12/2022

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	300-241-55301			5.74			
	Total for vendor 3900 - KOOTENAI COUNTY TREASURER:			1,657.15	1,657.15		

# of Invoices:	8	# Due:	8	Totals:	5,465.65	5,465.65
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				5,465.65	5,465.65	

--- TOTALS BY GL DISTRIBUTION ---

300-200-21402	HURA PAYABLE TO CITY OF HAYDEN	1,698.50
300-241-53101	AUDIT	1,500.00
300-241-53102	LEGAL/PROFESSIONAL SERVICES	500.00
300-241-54100	HURA UTILITIES	110.00
300-241-55301	REAL PROPERTY ASSESSMENTS	1,657.15

--- TOTALS BY FUND ---

300 - HAYDEN URBAN RENEWAL AGENCY	5,465.65	5,465.65
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--- TOTALS BY DEPT/ACTIVITY ---

200 - OTHER LIABILITIES	1,698.50	1,698.50
241 - OPERATING & ADMINISTRATIVE	3,767.15	3,767.15

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

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TABLE OF CONTENTS

	Page
ARTICLE 1 – SERVICES OF CONSULTANT	1
1.01 Scope	1
1.02 Task Order Procedure	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	2
2.01 General	2
ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES	2
3.01 Term	2
3.02 Times for Rendering Services.....	2
ARTICLE 4 – INVOICES AND PAYMENTS	3
4.01 Invoices	3
4.02 Payments.....	3
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Opinions of Total Project Costs.....	4
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance	4
6.02 Use of Documents.....	5
6.03 Electronic Transmittals	5
6.04 Insurance.....	6
6.05 Suspension and Termination.....	7
6.06 Controlling Law.....	8
6.07 Successors, Assigns, and Beneficiaries.....	8
6.08 Dispute Resolution	9
6.09 Environmental Condition of Site.....	9
6.10 Indemnification and Mutual Waiver	9
6.11 Records Retention.....	10
6.12 Miscellaneous Provisions	10
ARTICLE 7 – DEFINITIONS	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	13
8.01 Suggested Form of Task Order.....	13
8.02 Exhibits Included:	13
8.03 Total Agreement.....	14
8.04 Designated Representatives.....	14
8.05 Consultant's Certifications	14

**AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between Hayden Urban Renewal Agency (“Owner) and Welch Comer & Associates, Inc. (“Consultant”).

Owner’s Project, of which Consultant’s Services under this agreement are a part, is generally identified as follows: General Executive Director Services. From time-to-time Owner may request that Consultant provide professional services for Specific Projects which will be documented by a Task Order.

This Agreement sets forth terms of the general executive director services, as well as, setting forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Consultant further agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

- A. Consultant shall provide, or cause to be provided, the general executive director services set forth herein and in Exhibit A.
- B. For specific projects, Consultant’s services will be detailed in a duly executed Task Order. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- C. This Agreement is not a commitment by Owner to Consultant to issue any Task Orders outside of the general executive director services.
- D. Consultant shall not be obligated to perform any prospective Task Order unless and until Owner and Consultant agree as to the particulars of the Specific Project, including the scope of Consultant's services, time for performance, Consultant's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Consultant’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Consultant’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Consultant’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Consultant will commence performance as set forth in the Task Order.
- C. Consultant shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Consultant for general executive director services as set forth in Article 4 and Exhibit C and each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Consultant pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Consultant’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Consultant’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. Consultant is authorized to begin rendering services as of the Effective Date.
- B. This Agreement shall be effective and applicable to general Executive Director Services and Task Orders issued hereunder for one year from the Effective Date of the Agreement.
- C. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Consultant is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s services is impaired, or Consultant’s services are delayed or suspended, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Consultant’s services, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Consultant shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Consultant and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then:
 - 1. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Consultant may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Consultant's services or compensation under the Task Order, then Consultant may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Consultant for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Consultant's opinions (if any) of probable Construction Cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or

services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Consultant with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional Consultant and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Subconsultants:* Consultant may retain such Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Consultant and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
 - 1. Consultant and Owner shall comply with applicable Laws and Regulations.
 - 2. Consultant shall comply with the policies, procedures, and instructions of Owner that are applicable to Consultant's performance of services under this Agreement and that Owner provides to Consultant in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Consultant's scope of services, times of performance, or compensation:
 - a. Changes after the Effective Date of the Task Order to Laws and Regulations;

- b. The receipt by Consultant after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. Changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Consultant shall not be required to sign any document, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Consultant or payment of any amount due to the Consultant in any way contingent upon Consultant signing any such document.
- G. Consultant's services do not include providing legal advice or representation.
- H. Consultant's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

6.02 *Use of Documents*

- A. All Documents are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Specific Project is completed.
- B. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Consultant grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Subconsultants; ~~(3) Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Consultant; and~~ (4) such limited license to Owner shall not create any rights in third parties.
- C. If Consultant at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Consultant at rates or in an amount to be agreed upon by Owner and Consultant.

6.03 *Electronic Transmittals*

- A. Owner and Consultant may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.04 Insurance

- A. Commencing with the Effective Date of the Agreement, Consultant shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Consultant shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Consultant that is applicable to a Specific Project.
- ~~B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Consultant and its Subconsultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.~~
- C. Owner and Consultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- D. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Consultant or its Subconsultants. Owner and Consultant waive all rights against each other, the Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Consultant shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Consultant or its Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available,

Consultant shall obtain and shall require its Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.05 *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Consultant.
2. By Consultant: Consultant may suspend services under a Task Order (a) if Owner has failed to pay Consultant for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Consultant, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order*: The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Consultant:
 - a. Upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - b. Upon seven days written notice if the Consultant's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Consultant shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement*: In the case of a default by Owner in its obligation to pay Consultant for its services under more than one specific Task Order, Consultant may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Consultant may terminate this Agreement, including Consultant's services under all Task Orders.

D. *Termination for Convenience by Owner*: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Consultant's receipt of notice from Owner.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Consultant for cause, Consultant shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Subconsultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.06 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution*

- A. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.09 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 1. Owner represents to Consultant that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Consultant, exist at or adjacent to the Site.
 2. If Consultant encounters or learns of an undisclosed Constituent of Concern at the Site, then Consultant shall notify (a) Owner and (b) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations.
 3. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Consultant's services under the specific Task Order, then the Consultant shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
 6. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Consultant's activities under a specific Task Order or this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Consultant:* To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, Subconsultants, and employees from losses, damages, and judgments (including reasonable Subconsultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Subconsultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Consultant in Exhibit I, "Limitations of Liability."**
- ~~B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Subconsultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- ~~C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable Subconsultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.11 *Records Retention*

- A. Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under the Task Order. Upon Owner's request, Consultant shall provide a copy of any such item to Owner at cost.

6.12 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Consultant. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Consultant may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.
- H. *Contingency for Appropriation of Funds*: This contract is contingent upon the Owner receiving the necessary funding to cover the obligations of the Owner. In the event that such funding is not received or appropriated, then, and in that event, the Owner's obligations under the contract shall cease and each party shall be released from further performance under the contract without any liability to the other party.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—Services to be performed for or furnished to Owner by Consultant in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
3. *Agreement*—This written contract for professional services between Owner and Consultant, including all exhibits identified in Article 8.
4. *Basic Services*—The services to be performed for or furnished to Owner by Consultant in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
5. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
6. *Subconsultants*—Individuals or entities having a contract with Consultant to furnish services with respect to a Specific Project as Consultant's independent professional associates, Subconsultants, subcontractors, or vendors.
7. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Owner pursuant to this Agreement.
8. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
9. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
10. *Consultant*—The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Owner*—The individual or entity with which Consultant has entered into this Agreement and for which Consultant's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

13. *Specific Project*—The total specific undertaking to be accomplished for Owner by Consultants, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Consultant under a specific Task Order are a part.
 14. *Task Order*—A document executed by Owner and Consultant, including amendments if any, stating the scope of services, Consultant's compensation, times for performance of services and other relevant information for a Specific Project.
 15. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Consultant or other design professionals and Subconsultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
 16. *Work*—The various separately identifiable parts thereof required to be provided for a Specific Project.
- B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1 and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. *Attachment 1, Task Order*
- B. Exhibit A, Consultant's Services.
- C. Exhibit B, Owner's Responsibilities. This Exhibit applies to all General Services and Task Orders.
- D. Exhibit C, Payments to Consultant for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Consultant,” of the specific Task Order.
- E. Exhibit D, Duties – **NOT INCLUDED**
- F. Exhibit E, Notice of Acceptability of Work – **NOT INCLUDED.**
- G. Exhibit F, Construction Cost Limit – **NOT INCLUDED.**
- H. Exhibit G, Insurance. This Exhibit is applicable to all General Services and Task Orders.
- I. Exhibit H, Dispute Resolution. This Exhibit is applicable to all General Services and Task Orders.

- J. Exhibit I, Limitations of Liability. This Exhibit is applicable to all General Services and Task Orders.
- K. Exhibit J, Special Provisions – **NOT INCLUDED**.
- L. Exhibit K, Amendment to Task Order. – **NOT INCLUDED**.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Consultant with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Consultant's Certifications*

- A. Consultant certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

CONSULTANT: Welch Comer & Associates, Inc.

By: _____

By:  _____

Print Name: _____

Print Name: Matt Gillis, P.E.

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 12/8/2022

Consultant License or Firm's Certificate No. (if required): C-273

State of: Idaho

Address for Owner's receipt of notices:

Address for Consultant's receipt of notices:

Welch Comer & Associates, Inc.
 330 E. Lakeside Avenue, STE 101
 Coeur d'Alene, ID 83814

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):
 Melissa Cleveland, P.E.

Title: _____

Title: Sr. Project Manager

Phone Number: _____

Phone Number: 208-664-9382

E-Mail Address: _____

E-Mail Address: mcleveland@welchcomer.com

**ATTACHMENT 1
SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Consultant for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Consultant agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Consultant:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Consultant

- A. The specific services to be provided or furnished by Consultant under this Task Order are as follows: {Insert scope of services here.}
- B. Other Services

Consultant shall also provide the following services: {Insert scope of services here.}
- C. All of the services included above comprise Basic Services for purposes of Consultant's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are as follows: {Insert scope of services here.}

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: {Insert scope of services here.}

6. Payments to Consultant

- A. Owner shall pay Consultant for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	[\$ []]	[]
a. Study and Report Phase (A1.01)	[\$ []]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	[\$ []]	[]
TOTAL COMPENSATION (lines 1.a-h)	[\$ []]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Consultant’s labor, overhead, profit, reimbursable expenses (if any), and Subconsultants’ charges, if any. For lump sum items, Consultant may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Subconsultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is .

OWNER:

CONSULTANT: Welch Comer & Associates, Inc.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Address for Owner's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Phone Number: _____

E-Mail Address: _____

By: _____

Print Name: Matt Gillis, P.E.

Title: Vice President

Date Signed: _____

Consultant License or
Firm's Certificate No. (if
required): C-273

State of: Idaho

Address for Consultant's receipt of notices:

Welch Comer Consultants
330 E. Lakeside Avenue, STE 101
Coeur d'Alene, ID 83814

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):
Melissa Cleveland, P.E.

Title: Sr. Project Manager

Phone Number: 208-664-9382

E-Mail Address: mcleveland@welchcomer.com

This is EXHIBIT A, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services** dated December 2022.

Consultant's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *General Executive Director Services*

A. Consultant shall:

1. Facilitate monthly board meetings, with tasks including:
 - a. Preparation of agenda and packet.
 - b. Coordination with City staff on posting of agenda.
 - c. Attend and facilitate board meetings
 - d. Provide administrative assistance to clerk the meeting and prepare minutes.
 - e. Proposed Primary Staff: Melissa Cleveland (Sr. Project Manager) with support from a Project Administrator.
2. Manage website
 - a. Keep the website up to date with minutes, agendas, projects, etc.
 - b. Proposed Primary Staff: Project Administrator with oversight by Melissa Cleveland (Sr. Project Manager).
3. Board Member Terms
 - a. Coordinate with the HURA Board on term expirations of board members and selection of new members to fill vacancies.
 - b. Proposed Primary Staff: Project Administrator
4. Prioritization of Project Workshops
 - a. Facilitate workshops with HURA Board and, potentially, City staff to determine priorities for infrastructure projects.
 - b. Assist in budgeting and scheduling for infrastructure projects.
 - c. Provide clear steps and schedules for completing infrastructure projects.

- d. Proposed Primary Staff: Melissa Cleveland (Sr. Project Manager).
5. Fulfill Public Records Requests
 - a. Respond to HURA public records requests.
 - b. Assist in pointing the public to documents or records on the HURA website.
 - c. Proposed Primary Staff: Project Administrator with oversight from Melissa Cleveland (Sr. Project Manager).
 6. Accounting Support
 - a. Support the City's Finance Director, who also acts as HURA's accountant, in tasks related to budgeting, audit preparation, and reconciliation of accounts.
 - b. Proposed Primary Staff: Melissa Cleveland (Sr. Project Manager), Melanie Schmidt (Special Services – Accounting), and Project Administrator.
 7. Owner Participation Agreements
 - a. Manage, review, and recommend reimbursement requests for existing OPA Agreements. May include cost verification.
 - b. Negotiate and draft agreements for new OPA agreements.
 - c. Proposed Primary Staff: Melissa Cleveland (Sr. Project Manager), Engineer II/ III, Project Administrator.
 8. Other miscellaneous tasks
 - a. Other miscellaneous tasks including meeting attendance, communication, and other tasks that support HURA.
 - b. Preparation of annual reports, City Council updates, etc.
 - c. Proposed Primary Staff: Melissa Cleveland (Sr. Project Manager) and Project Administrator

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Consultant with all criteria and full information as to Owner's requirements for the Specific Project, including objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Provide support/training, at least initially, on the website function.
3. Provide support from existing administrator, as needed.
4. Furnish to Consultant any other available information pertinent to the Specific Project including reports and data relative to the Services.
5. Following Consultant's assessment of initially-available Specific Project information and data and upon Consultant's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or Subconsultants) such additional Project-related information and data as is reasonably required to enable Consultant to complete its Basic and Additional Services. Recognizing and acknowledging that Consultant's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires or Consultant reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
6. Examine all studies, reports, sketches, proposals, and other documents presented by Consultant (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or Subconsultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

7. Inform Consultant regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
8. Advise Consultant as to whether Consultant's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
9. Place and pay for advertisement for Bids in appropriate publications.
10. Furnish to Consultant data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Consultant may assist Owner in collating the various cost categories which comprise Total Project Costs.
11. Authorize Consultant to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services – Task Order Edition** dated December, 2022.

Payments to Consultant for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Consultant for services in accordance with the applicable basis of compensation.
- B. The two following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 2. Lump Sum (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Standard Hourly Rates for General Executive Director Services

1. For the specified category of services, the Owner shall pay Consultant an amount equal to the cumulative hours charged to the Specific Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class. Under this method, Consultant shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Consultant's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Subconsultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Subconsultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Consultant.

B. *Lump Sum for Approved Task Orders for Specific Projects or Tasks*

1. Owner shall pay Consultant a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Consultant's services and services of Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Consultant's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Subconsultant charges.
3. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
4. Consultant may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Consultant, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproductions; and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.B.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Subconsultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Consultant for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Consultant, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.15.
- E. Whenever Consultant is entitled to compensation for the charges of its Subconsultants, those charges shall be the amount billed by such Subconsultants to Consultant times a factor of 1.15.

- F. The external reimbursable expenses and Subconsultants' factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Consultant's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.15 times the witness's standard hourly rate. Compensation for Subconsultants for such services will be by reimbursement of Subconsultants' reasonable charges to Consultant for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Consultant's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Consultant's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Owner written notice thereof. Promptly thereafter Owner and Consultant shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant so that total compensation for such services will not exceed said estimated amount when such services are completed. If Consultant exceeds the estimated amount before Owner and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, the Consultant shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Consultant per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$250.00/hour
Special Services – Accounting	\$175.00/hour
Expert Witness	280.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	295.00/hour
Principal Engineer II	285.00/hour
Principal Engineer I	270.00/hour
Sr. Project Manager	210.00/hour
Project Manager	190.00/hour
Engineer VI	190.00/hour
Engineer V	180.00/hour
Engineer IV	165.00/hour
Engineer III	150.00/hour
Engineer II	140.00/hour
Engineer I	130.00/hour
Engineering Assistant	75.00/hour
Sr. Engineer Tech II	125.00/hour
Sr. Engineer Tech I	115.00/hour
Engineering Technician	105.00/hour
Environmental Scientist	120.00/hour
Survey Manager	210.00/hour
Professional Land Surveyor II	185.00/hour
Professional Land Surveyor I	180.00/hour
Crew Chief II	125.00/hour
Crew Chief I	120.00/hour
Crew Member	105.00/hour
Survey Technician II	120.00/hour
Survey Technician I	115.00/hour
GIS Manager	145.00/hour
GIS Technician II	115.00/hour
GIS Technician I	100.00/hour
Engineering Designer I	135.00/hour
Cad Technician IV	125.00/hour
Cad Technician III	115.00/hour
Cad Technician II	105.00/hour
Cad Technician I	95.00/hour
Sr. Project Administrator	110.00/hour
Project Administrator	85.00/hour
Sr. Administrative Assistant	75.00/hour
Administrative Assistant	65.00/hour
No Charge Services	0.00/hour

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Consultant per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.98/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.03/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27")	\$0.90/sheet
Plot on Paper Color (18" x 27")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	Federal Rate/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services – Task Order Edition** dated December 2022.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Consultant:

- | | | |
|----|--|--------------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability – | |
| | 1) Bodily injury, each accident: | <u>\$100,000</u> |
| | 2) Bodily injury by disease, each employee: | <u>\$500,000</u> |
| | 3) Bodily injury/disease, aggregate: | <u>\$100,000</u> |
| c. | General Liability – | |
| | 1) Each Occurrence
(Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| | 2) General Aggregate: | <u>\$2,000,000</u> |
| d. | Excess or Umbrella Liability – | |
| | 1) Each Occurrence: | <u>\$2,000,000</u> |
| | 2) General Aggregate: | <u>\$2,000,000</u> |
| e. | Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| f. | Professional Liability – | |
| | 1) Each Claim Made: | <u>\$1,000,000</u> |
| | 2) Annual Aggregate: | <u>\$1,000,000</u> |
| g. | Other (specify): | <u>\$ N/A</u> |

2. By Owner:

- | | | |
|----|------------------------|-----------|
| a. | Workers' Compensation: | Statutory |
|----|------------------------|-----------|

b.	Employer's Liability –	
	1) Bodily injury, each accident	<u>\$100,000</u>
	2) Bodily injury by disease, each employee	<u>\$500,000</u>
	3) Bodily injury/disease, aggregate	<u>\$100,000</u>
c.	General Liability –	
	1) General Aggregate:	<u>\$2,000,000</u>
	2) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
d.	Excess Umbrella Liability --	
	1) Each Occurrence:	<u>\$2,000,000</u>
	2) General Aggregate:	<u>\$2,000,000</u>
e.	Automobile Liability –	
	1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	<u>\$1,000,000</u>
f.	Other (specify):	<u>\$ N/A</u>

B. Additional Insureds:

- ~~1. Consultant and the Subconsultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.~~
- ~~2. During the term of each Task Order the Consultant shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~
3. The Owner shall be listed on Consultant's general liability policy.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Consultant for Professional Services – Task Order Edition** dated December 2022.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation:* Consultant and Owner agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation *by a mediator selected jointly by Consultant and Owner*. Owner and Consultant agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Consultant for Professional Services – Task Order Edition** dated December 2022.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. ~~Limitation of Consultant's Liability~~

- ~~1. *Consultant's Liability Limited to Stated Amount, or Amount of Consultant's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Consultant's or its Subconsultant's services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Subconsultants shall not exceed the total amount of ~~\$(10x fee)~~ or the total compensation received by Consultant under this Agreement, whichever is greater. Higher limits are available for an additional fee.~~

From: John Young <JYoung@young-const.com>
Sent: Thursday, December 08, 2022 9:20 AM
To: Rob Wright
Subject: FW: [EXTERNAL] HURA Executive Director services agreement

K. John Young, President
Young Construction Group of Idaho, Inc.
P.O. Box 3701
Coeur d'Alene, Idaho 83816

208-762-7000 office
208-762-9090 fax
208-661-9729 cell

----- Original message -----

From: Brett Boyer <bboyer@cityofhaydenid.us>
Date: 12/6/22 2:08 PM (GMT-08:00)
To: John Young <JYoung@young-const.com>
Cc: Pete Bredeson <pbredeson@bredesonlaw.com>, Fonda Jovick <fjovick@lclattorneys.com>
Subject: RE: [EXTERNAL] HURA Executive Director services agreement

John—I have not received direction or approval from the Council to weigh in on comments concerning the below mentioned agreement. That agreement is something between HURA and Welch Comer and our legal advice is that we would not weigh in on it at this time. The City would need to look at each proposed project to see if waiving a conflict of interest was warranted. Brett



Brett Boyer, Hayden City [Administrator---bboyer@cityofhaydenid.us](mailto:bboyer@cityofhaydenid.us)
8930 N. Government Way, Hayden, Idaho 83835
Phone: (208) 209-2026
Fax: (208) 772-6522

From: John Young <JYoung@young-const.com>
Sent: Tuesday, December 6, 2022 1:48 PM
To: Brett Boyer <bboyer@cityofhaydenid.us>
Cc: Pete Bredeson <pbredeson@bredesonlaw.com>
Subject: [EXTERNAL] HURA Executive Director services agreement

Brett - good afternoon. Thank you for taking the time to talk to me regarding the proposed agreement between HURA and Welch Comer.

As you are aware, a member of the HURA board asked that HURA ask the City to review for a potential conflict of interest. Could you advise the City's position on this request?

Thanks, John

K. John Young, President
Young Construction Group of Idaho, Inc.
P.O. Box 3701
Coeur d'Alene, Idaho 83816

208-762-7000 office
208-762-9090 fax
208-661-9729 cell

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