

Minutes

Urban Renewal Agency of the City of Mountain Home

Monthly Business Meeting

Tuesday, May 16, 2023, 6:00 pm

Mountain Home Fire Department

220 S 2nd East

Mountain Home, ID 83647

The Mountain Home Urban Renewal Agency believes in public participation and for those that can't attend our meetings in person it has established the following alternative method of participation:

The meeting will be conducted through the use of Zoom. Persons who wish to provide comment on agenda items may do so by using the contact form on the Agency website and you will be given the Zoom link, ID, and password. This is the link to our website: <http://www.uramountainhome.com>. The Fire Department will be open for in person attendance.

Call the meeting to order and establish a quorum. Meeting called to order at 6:00 PM by Commissioner Randy Valley. Commissioners Alan Bermensolo and Keith Yagues in attendance. Hailey Owen in attendance by Zoom.

Introduction of Guests. Mayor Rich Sykes and Brock Cherry (MH Community Development Director).

Approve Minutes for April 18, 2023 meeting. ACTION ITEM: Commissioner Yagues made a motion to approve the minutes from the April 18, 2023 meeting. Commissioner Bermensolo seconded. All Commissioners vote AYE. Motion passes.

Treasurer's Report, approve invoices. ACTION ITEM: Commissioner Bermensolo presented the Treasurer's report and made a motion to pay bills listed. Commissioner Yagues seconded. All Commissioners vote AYE. Motion passes.

Cash in First Interstate Bank Checking 4/30/23	2,480.51
Add: Property Tax Deposit 5/11/23	4,649.49
Add: Rent Deposit 5/12/23	1,265.00
Add: Transfer From Savings 5/12/2023	<u>204,000.00</u>
Subtotal Balance before bills	<u>212,395.00</u>

Bills to Pay

Miracle and Associates	400.00
Rogena Wadsworth	150.00
Elam Burke	329.50
Rizen Creative (Website)	5,612.50
Ytuarte	78,825.00
Ytuarte	<u>119,010.00</u>

Total Bills to Pay Via Enclosed Checks	<u>204,327.00</u>
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Balance After Bills Approved	<u>8,068.00</u>
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Discussion/Decision-Approve/disapprove Rudeen & Associates Scope of Services for Railroad Park project. ACTION ITEM. See attached signed document. **

David Rudeen unable to attend meeting. Commissioner Bermensolo presented for him. Comparing the Hub Plaza project to the Railroad Park project, the URA initiated the project and turned it over to Rudeen & Associates who turned to the Land Group which is who would design and develop the Railroad Park project. The Land Group sent back to David a document titled, Railroad Park improvement proposal for professional services. The Land Group would answer to Rudeen & Associates and Rudeen & Associates would answer to the URA. The first document is an agreement between Rudeen & Associates and The Land Group. The second document is an agreement between Rudeen & Associates and the URA (see attached). This document includes the fees for Rudeen & Associates and The Land Group fees are included. All that was asked was for Rudeen & Associates to make a proposal. The commissioners see no reason to wait on signing the document. Commissioner Bermensolo makes a motion to approve Rudeen & Associates scope of services, dated May 16, 2023 and allow Chairman Valley to sign document. Commissioner Yagues seconded. All vote AYE. Motion passes.

Discussion-Disposition options related to HUB Building. People are still asking and inquiring about the building.

Update-Sidewalks. The commissioners feel that it would be good to keep improving the district by replacing more sidewalks. Commissioner Valley and Richard Urquidi will set up a meeting to walk the downtown area and prioritize sidewalks to be replaced.

Update-Beall's building. The city gave the occupancy certificate for Mountain Home Adult Training Academy. There is still a lot that needs to be finished. Project completion will not be signed until completed. No time has been confirmed.


Business from floor: None

Adjourn. Commissioner Valley adjourns meeting 6:44pm

Next meeting will be held on June 20, 2023 at 6:00 PM.



Signed



Date

rudeenarchitects

Boise + San Francisco

May 16, 2023

Urban Renewal Agency for the City of Mountain Home
Mountain Home City Hall
160 South 3rd East,
Mountain Home, ID 83647

Re: **Scope of Services for Urban Park**

The following information outlines the scope of services for the Railroad Park located in Mountain Home, Idaho.

Scope of Work:

Owner Representative:

1. Review Schematic Design/Construction Documents provided by Land Planning Consultant Team and provide owner with feedback regarding content and direction.
2. Assist with public bid document packaging and review of contractor bids.

Preliminary Design:

1. Provide design services for building structures proposed for the site.

Construction Documents:

1. Based on the owner approved Design Documents, Construction Documents will be created for the building(s).
2. Construction Documents based on the approved Design Concept shall set forth in detail the requirements for construction of the project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of material required for the project.
3. Documents will include necessary mechanical/electrical and structural engineering as well as coordination with landscape design as part of the scope of work.
4. Documents will include necessary information required by the City of Mountain Home for building permit review. (*SEE NOTE regarding phased fee proposal*)

Bidding and Negotiation:

1. The Architect will consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to approved prospective bidders.
2. The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all approved bidders.
3. This agreement assumes that there will be a General Contractor selected for the project construction through a competitive process.

Construction Administration:

1. The Architect will provide up to 2 reviews of each Shop Drawing, Product Data Item, sample and similar submittal items required by the Contract Documents of the Contractor.
2. The Architect will attend project meetings as required by the Owner/Contractor with a limit of 1 per week.
3. The Architect will provide up to 2 reviews for any portion of the Work to determine whether it is substantially complete in accordance with the requirements of the Contract Documents.
4. The Architect will not participate or certify to lending institutions the completeness of the project and/or compliance with zoning, building, engineering, Americans with Disabilities Act, soils testing or reports, or to the quality of construction. Our contract is with the Owner and the Architect shall have no liability to any lender used by the Owner.
5. The Architect will not participate in the cost of change orders. Construction projects require changes from time to time and the Owner should have a contingency for this work. A 5% contingency is recommended.

Consultants included:

Architectural	Rudeen Architects
Landscape Architects	The Land Group
Structural	Sage Engineering
Mechanical & Electrical	DC Engineering

Compensation:

Compensation for Architectural/Engineering Services: Fixed Fee **\$100,022**.

NOTE: Fee amounts for Architectural/Engineering Services shown in gray below will be amended once the design scope is established at the end of Schematic Design.

	Schematic	Design Dev	CD Phase	Permitting	CA Phase	Totals
Rudeen Architects	\$12,500					\$12,500
The Land Group	\$14,443.00	\$18,128.00	\$25,410	\$2,481	\$13,660	\$74,322
Topographic Survey	\$12,200.00					\$12,200
Structural Engineering						
Electrical Engineering Site Electrical	\$500.00					\$500
Mechanical Engineering	\$500.00					\$500
	\$40,143	\$18,128	\$25,410	\$2,481	\$13,660	\$100,022

If time is billed at an hourly rate the following shall apply:

David Rudeen	\$155.00/hr	Principal
David Blodgett	\$155.00/hr	Principal
Chris Anderson	\$125.00/hr	Project Manager
Will Christensen	\$125.00/hr	Project Manager
Elena Torres	\$125.00/hr	Technical Support

Additional Services:

1. Any revisions to the schematic plan after approval of the Phase One concept. Revisions to the construction drawings following the Owner's approval, or revisions as a function of cost requirements.
2. The preparation of governmental applications other than a Building Permit Application. Additional Services would include time associated with any re-submittals that may be required due to jurisdictional decisions.
3. The preparation of "As-Built" or Record drawings and specifications as provided by the General Contractor.
4. The preparation of estimates of probable construction cost. The Architect will make recommendations regarding the different types of construction systems that may provide cost saving alternatives.
5. Any revisions or new work required after the bidding is complete.
6. Scope of work does not include an erosion and sediment control plan.

Reimbursable Expenses: Reimbursable Expenses are in addition to Architect's basic compensation. They include direct expenses incurred by Architect in the interest of the project. Reimbursable expenses will be billed at 1.15 times the expense incurred and include:

1. Transportation in connection with the Project (beyond Boise), authorized out-of-town travel and subsistence, and electronic communications.
2. Cost of reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service
3. Any fees or payments associated with permits or other similar applications.

Means and Methods: The Architect shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work by any other person on any project site. The Architect shall not be responsible for Owner's or other employers' implementation of or compliance with its, theirs or others' safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above, nor shall the Architect be responsible for the adequacy or completeness of any of the above safety programs, procedures or precautions.

Hazardous Materials: The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

Owner Furnished: The Owner shall furnish any information and approvals reasonably requested by Architect as necessary or appropriate for Architect to perform the Scope of Services and shall perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with Architect consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as reasonably determined by Architect.

Payment Terms: Architect will invoice once a month for services rendered and reimbursable expenses incurred during the prior period. Payment of invoiced amounts is due within 30 days of invoice with an interest rate of 1.5% per month on unpaid items over 30 days.

Mediation: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Termination: This agreement is terminated if and when the project is suspended or abandoned, or if Rudeen Architects involvement with the project is suspended or terminated. The Owner shall promptly notify the Architect of such a termination. This agreement may be terminated by either party upon seven days written notice to the other party should one party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

Ownership of Documents: Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect shall be deemed the authors and owners of their Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

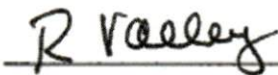
If you have any concerns or questions regarding the information presented in this letter, please don't hesitate to call.

Sincerely,



David Rudeen
Rudeen Architects

AGREED TO AND ACCEPTED BY:



Date: 5-16-2023