



KETCHUM URBAN RENEWAL AGENCY
Monday, November 18, 2024 at 2:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at <https://www.ketchumura.org/kura/meetings>.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/86562775364>
Webinar ID: 865 6277 5364
2. Join us at City Hall.
3. Submit your comments in writing at info@ketchumura.org (*by noon the day of the meeting*).

This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER:

ROLL CALL:

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:

CONSENT CALENDAR: (ALL ACTION ITEMS)

1. ACTION ITEM: Approval of KURA Bills
2. ACTION ITEM: Approval of October 21, 2024 Minutes
3. ACTION ITEM: Recommendation to Approve Resolution 24-URA11 Approving Agreement 50094 for Services with Sun Valley Economic Development for FY25
4. ACTION ITEM: Recommendation to Approve Engagement Letter with Workman and Company for the KURA FY24 Audit
5. ACTION ITEM: Recommendation to Approve Resolution 24-URA10 Adopting the 205 KURA Meeting Dates



DISCUSSION ITEMS:

[6.](#) Discussion on Operation of First and Washington Parking Lot

ADJOURNMENT:

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "961000000"- "9848009999"

Vendor Name	Invoice Number	Description	Net Invoice Amount
URBAN RENEWAL AGENCY			
URBAN RENEWAL EXPENDITURES			
98-4410-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	20724	Monthly Workstation Maintenance	49.50
ELAM & BURKE	210443	GENERAL REPRESENTATION	387.00
ELAM & BURKE	210444	1ST & WASHINGTON PROJECT	50.00
98-4410-7100 INFRASTRUCTURE PROJECTS			
PIVOT NORTH	111124	DESIGN SERVICES FOR 1ST AND WASHINGTON	1,342.50
DECHASE DEVELOPMENT SERV	111124	DESIGN SERVICES FOR 1ST AND WASHINGTON	7,500.00
98-4410-8801 REIMBURSE CITY GENERAL FUND			
CITY OF KETCHUM	8671	REFUNDS AND REIMBURSEMENTS	7,180.46
Total URBAN RENEWAL EXPENDITURES:			16,509.46
Total URBAN RENEWAL AGENCY:			16,509.46
Grand Totals:			16,509.46

Meeting Minutes

Monday, October 21, 2024,

2:00p.m.

Ketchum City Hall

CALL TO ORDER:

Susan Scovell called the meeting to order. *(00:00:12 in video)*

ROLL CALL:

Present:

Board Chair—Susan Scovell
Board Member—Gary Lipton
Board Member—Courtney Hamilton
Board Member—Amanda Breen
Board Member—Mason Frederickson

Absent:

Board Member—Tyler Davis-Jeffers
Board Member—Casey Burke

Other attendees:

Suzanne Frick, KURA Executive Director
Trent Donat, City Clerk and KURA Secretary
Abbey Germain, KURA Counsel *(via teleconference)*

COMMUNICATION FROM THE BOARD MEMBERS:

Gary Lipton, Susan Scovell and Amanda Breen discussed the Bluebird Tour. *(00:00:46 in video)*

CONSENT CALENDAR

1. Approval of the Bills.

Motion to approve the Bills. *(00:05:00 in video)*

Motion made by: Courtney Hamilton; seconded by: Mason Frederickson

Ayes: Gary Lipton, Courtney Hamilton, Mason Frederickson, Amanda Breen, Susan Scovell

Result: Motion Passes

2. Approval of September 16, 2024, Minutes

Motion to approve September 16, 2024, Minutes. *(00:05:14 in video)*

Motion made by: Amanda Breen; seconded by: Courtney Hamilton

Ayes: Gary Lipton, Courtney Hamilton, Amanda Breen, Mason Frederickson

Recused: Susan Scovell

Result: Motion Passes

DISCUSSION ITEMS

3. Update on 1st and Washington Project.

Presented by: Suzanne Frick *(00:05:37 in video)*

Comments, questions, and discussion by Board Members. *(00:09:02 in video)*



ADJOURNMENT:

Motion to adjourn. *(00:23:09 in video)*

Motion made by Amanda Breen; seconded by; Courtney Hamilton

Ayes: Gary Lipton, Courtney Hamilton, Susan Scovell, Amanda Breen, Mason Frederickson

Result: Adjourned

Susan Scovell, Board Chair

ATTEST:

Trent Donat, KURA Secretary



Ketchum Urban Renewal Agency

P.O. Box 2315 | 191 5th Street | Ketchum, ID 83340

November 18, 2024

Chairman and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Chair and URA Commissioners:

Approval of Resolution 24-URA11 and Agreement 50094 for Services with Sun Valley Economic Development

Background

Sun Valley Economic Development (SVED) is requesting KURA enter into a contract for services in the amount of \$10,000. This amount is the same as last year. Funds are available in the FY25 Budget.

Current Report

The proposed Agreement is identical to previous Agreements, the dates have been changed to reflect the new fiscal year and a new scope of work is attached.

Financial Requirement/Impact

There will be sufficient funds in the FY 25 budget to support this Agreement.

Recommendation

Staff recommends the board approve Resolution 24-URA11 and Agreement 50094 and adopt the following motion:

"I move to approve Resolution 24-URA11 and Agreement 50094 with Sun Valley Economic Development and authorize the Chair to sign the Agreement."

Attachments:

Resolution 24-URA11
Agreement 50094

RESOLUTION NO. 24-URA11

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE CONTRACT FOR SERVICES BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND SUN VALLEY ECONOMIC DEVELOPMENT CORP., AUTHORIZING THE EXECUTION OF THE CONTRACT FOR SERVICES BY THE CHAIR OR VICE-CHAIR AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE CONTRACT FOR SERVICES; AUTHORIZING THE ADMINISTRATOR/EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE CONTRACT FOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council (“City Council”) of the City of Ketchum (the “City”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the “Amended Plan”);

WHEREAS, through implementing the Amended Plan, Agency seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902;

WHEREAS, in furtherance of these goals, Agency seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area;

WHEREAS, Sun Valley Economic Development Corp. (“SVED”) provides projects and services with the goals of attracting new businesses and jobs, promoting business growth and success, educating and advocating on critical business issues, enhancing the economic impact of existing assets, attracting visitors and events and increasing overall economic activity;

WHEREAS, SVED’s stated mission is “to create a thriving, diversified, year-round economy for the Sun Valley Region”;

WHEREAS, supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act;

WHEREAS, Agency desires to contract with SVED for professional services to provide economic development support through business and land development efforts within the Revenue Allocation Area. Through increased business attraction and expansion, infrastructure improvements and project development within the Revenue Allocation Area, the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area is expected to increase. Agency believes these services to promote business development will positively affect development and land use decisions within Agency’s Revenue Allocation Area. Agency further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

WHEREAS, the parties specifically acknowledge and agree that all funds paid to SVED under this Agreement shall be used solely to provide services for Agency for business attraction and expansion, support of infrastructure improvements, advice and support on housing improvement projects and identification and support of community partnerships within the Revenue Allocation Area. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

WHEREAS, Agency staff has prepared a Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, setting forth the details concerning the scope of work SVED shall perform and the compensation to be paid by the Agency for the same;

WHEREAS, Agency staff recommends approval of the Contract for Services by the Agency Board;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Contract for Services.

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

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

Section 2: That the Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chair, Vice-Chair, and Secretary are hereby authorized to sign and enter into the Contract for Services and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Contract for Services subject to representations by Agency staff and Agency's legal counsel that all conditions precedent to actions contemplated in the Contract for Services, and any necessary technical changes to the Contract for Services, or other documents, are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Contract for Services and the comments and discussions received at the November 18, 2024, Agency Board meeting; the Administrator/Executive Director is further authorized to appropriate any and all funds contemplated by the Contract for Services and to perform any and all other duties required pursuant to said Contract for Services.

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

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on November 18, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on November 18, 2024.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Susan Scovell, Chair

ATTEST:

By _____
Trent Donat, Secretary

CONTRACT FOR SERVICES 50094

THIS CONTRACT FOR SERVICES (“Agreement”) by and between the KETCHUM URBAN RENEWAL AGENCY, an independent public body corporate and politic, authorized and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) (hereinafter referred to as “KURA”) and the Sun Valley Economic Development Corp., an Idaho non-profit corporation (hereinafter referred to as “SVED”). Collectively, KURA and SVED may be referred to as the “Parties.”

RECITALS

A. The City Council of the City of Ketchum (the “City Council”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “Plan”) to be administered by KURA. Subsequently, the Plan was amended upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010 and deemed effective on November 24, 2010 (the “Amended Plan”).

B. Through implementing the Amended Plan, KURA seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902.

C. In furtherance of these goals, KURA seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area.

D. SVED provides projects and services with the goals of attracting new businesses and jobs, promoting business growth and success, educating and advocating on critical business issues, enhancing the economic impact of existing assets, attracting visitors and events and increasing overall economic activity.

E. SVED’s stated mission is “to create a thriving, diversified, year-round economy for the Sun Valley Region.”

F. Supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

G. KURA desires to contract with SVED for professional services to provide

economic development support through business and land development efforts within the Revenue Allocation Area. Through increased business attraction and expansion, infrastructure improvements and project development within the Revenue Allocation Area, the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area is expected to increase. KURA believes these services to promote business development will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

H. The parties specifically acknowledge and agree that all funds paid to SVED under this Agreement shall be used solely to provide services for KURA for business attraction and expansion, support of infrastructure improvements, advice and support on housing improvement projects and identification and support of community partnerships within the Revenue Allocation Area. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

I. Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, KURA and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay SVED an amount not to exceed ten thousand dollars (\$10,000.00) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2024, until September 30, 2025.
3. Scope of Services. The Parties hereby agree that SVED shall provide certain services to KURA as set forth in the Scope of Services attached hereto as Exhibit A.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
 - a. Quarterly Report of Activities. SVED shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the "Quarterly Report"). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.

- b. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit its 2023 Year-to-Date P&L and Balance Sheet to KURA, in a form which is satisfactory to KURA, showing income, expenses and particular fund balances. SVED shall submit its 2024 Operating Budget to KURA when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - c. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to KURA IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - d. Financial Accounting and Reporting Requirements. SVED shall submit to KURA a year-end financial statement within ninety (90) days of SVED's fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to SVED under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of SVED's financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
 - e. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
 - f. Retention of Records. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.
5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the Quarterly Reports described in paragraph 4(a) of this Agreement. Upon acceptance of the Quarterly Reports by the KURA Board, payment shall be made within thirty (30) days. The amount of each

quarterly payment to be paid to SVED shall be two thousand five hundred (\$2,500).

6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

- a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Economic Development Corp.
PO Box 3893
Ketchum, ID 83340

All notices of changes of addresses shall be sent in the same manner.

- b. Termination.
 - i. The Parties hereto covenant and agree that in the event KURA, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.
 - ii. If SVED shall fail to fulfill its obligations in compliance with the

Scope of Services as set forth in Section 3, or if SVED shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement effective immediately. If this Agreement is terminated for cause, SVED shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

Notwithstanding the above, SVED shall not be relieved of liability to KURA by virtue of any breach of this Agreement by SVED, and KURA may withhold any payments to SVED for the purpose of set-off until such time as the exact amount of damages due KURA from SVED is determined. SVED shall also provide KURA all products or work generated prior to date of termination. All products or work generated, whether complete or not, are the property of KURA.

- c. Independent Contractor. KURA and SVED hereby agree that the SVED shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify KURA from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

KURA shall determine the work to be done by SVED, but SVED shall determine the legal means by which it accomplishes the work specified by KURA. KURA agrees that it will have no right to control or direct the method, manner, or means by which SVED accomplishes the results of the services performed hereunder. SVED has no obligation to work any particular hours or days or any particular number of hours or days. SVED agrees, however, that his or her other contracts and/or services shall not interfere with the performance of his or her services under this Agreement. KURA agrees to coordinate project schedules and respective

commencements and deadlines with SVED.

SVED shall supply, at SVED's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

- d. Compliance with Laws/Public Records. SVED acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. SVED will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. SVED further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of SVED, who has decision-making authority or immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

Ketchum Urban Renewal Agency

Sun Valley Economic Development Corp.

Chair

Harry Griffith, Executive Director

Date _____

Date _____

ATTEST:

Trent Donat, Agency Secretary

ANNUAL PERFORMANCE CRITERIA

Performance Objective Number	Action Plan Category	Performance Criteria/Assessment	Target Date for Delivery	Weight (1=lo, 3=hi)	%
1	Business Attraction, Retention & Expansion	Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, local impacts & doability; support with provision of timely advise/ data	30-Dec-24	3	13%
2		Advocate for and/or support five (5) local businesses with economic development objectives and/or with government incentive programs.	30-Dec-24	3	13%
3		Develop/support workforce housing project implementation	30-Dec-24	3	13%
4		Participate in five (5) tourism/hospitality-related expansion activites/programs	30-Dec-24	2	8%
5		Support incubation of early stage startup business or programs	30-Dec-24	2	8%
6	Place Making	Provide strategic and/or analytical support to three (3) community events, organizations and/or networks	30-Dec-24	1	4%
7		Deliver at least three (3) community educational events	30-Nov-24	2	8%
8		Conduct a minimum of six (6) annual conversations with each local government/representative	30-Dec-24	2	8%
9	Training	Participate in eight (8) community economic development seminars, conferences, networking, webinar and/or other events	30-Dec-24	1	4%
10	Organizational	Outreach to eight (8) local businesses/organizations per month	30-Dec-24	3	13%
11		Secure [7] new or lapsed members, and secure YE membership of [75]	30-Dec-24	2	8%
12		Maintain three (3) year ROI of at least \$5 delivered for each \$1 invested by community	30-Dec-24	3	13%
13		Deliver positive YE net operating income	30-Dec-24	3	13%
				24	100%



Ketchum Urban Renewal Agency

P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340

November 18, 2024

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE ENGAGEMENT LETTER WITH WORKMAN AND COMPANY TO PREPARE THE FY24 AUDIT

Introduction/History

At the conclusion of each fiscal year, the KURA must prepare an audit of the financial statements. The fiscal year will end September 30, 2024.

Workman and Company prepare the annual audit of the KURA financial statements. Attached is the Engagement Letter and scope of work for the FY24 audit.

Recommendation and Motion

Staff recommends the Board approve the Engagement Letter and adopt the following motion:

“I move to approve the October 29, 2024, Engagement Letter with Workman and Company for the FY24 audit”

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

October 29, 2024

Ketchum Urban Renewal Agency
191 5th Street W
PO Box 2315
Ketchum, ID 83340

We are pleased to confirm our understanding of the services we are to provide the Ketchum Urban Renewal Agency for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Ketchum Urban Renewal Agency (Agency) as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Agency's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Agency's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

- 1) Debt Future Principal and Interest Schedules

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

are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

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

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

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

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

Other Services

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

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

Responsibilities of Management for the Financial Statements

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

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of

the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

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

Brady Workman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 4, 2024 and to issue our reports no later than December 31, 2024.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$2,500 for a yellow book audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

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

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

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

Very truly yours,

Workman & Company

RESPONSE:

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

Governance signature: _____

Title: _____

Date: _____



Ketchum Urban Renewal Agency

P.O. Box 2315 | 191 5th Street | Ketchum, ID 83340

November 18, 2024

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO ADOPT RESOLUTION 24-URA10 ADOPTING THE 2025 MEETING SCHEDULE FOR THE KURA

Introduction/History

Each year the Board adopts a resolution establishing the regular KURA meeting dates for the next year. Attached is the resolution establishing the dates for 2025.

Recommendation and Motion

I move to adopt Resolution 24-URA10 establishing the 2025 meeting dates for KURA

RESOLUTION NUMBER 24-URA10

**A RESOLUTION OF THE KETCHUM URBAN RENEWAL AGENCY ESTABLISHING
THE DATES FOR ALL REGULAR MEETINGS FOR 2025**

WHEREAS the regular meetings of the Ketchum Urban Renewal Agency shall be held on the third Monday of each month at 2:00 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Tuesday; and

WHEREAS, pursuant to Idaho Code § 74-204(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule: and

WHEREAS, the Board of the Ketchum Urban Renewal Agency has determined that listing all regular meetings to be held in 2025 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE KETCHUM URBAN RENEWAL AGENCY that the meetings of the Ketchum Urban Renewal Agency for 2025 are as follows:

2025 KURA Regular Meeting Schedule

- Tuesday, January 21, 2025
- Tuesday, February 18, 2025
- Monday, March 17, 2025
- Monday, April 21, 2025
- Monday, May 19, 2025
- Tuesday, June 16, 2025
- Monday, July 21, 2025
- Monday, August 18, 2025
- Monday, September 15, 2025
- Monday, October 20, 2025
- Monday, November 17, 2025
- Monday, December 15, 2025

This Resolution will be in full force and effect upon its adoption this 18th day of November 2024.

KETCHUM URBAN RENEWAL AGENCY
KETCHUM, IDAHO

Chair, Susan Scovell

ATTEST:

Trent Donat, City Clerk



Ketchum Urban Renewal Agency

P.O. Box 2315 | 191 5th Street | Ketchum, ID 83340

November 18, 2024

Chair and Commissioners
 Ketchum Urban Renewal Agency
 Ketchum, Idaho

DISCUSSION ON OPERATION OF FIRST AND WASHINGTON PARKING LOT

Introduction/History

In June, the KURA voted to terminate the License for Access and Use Agreement with the City for temporary public parking at First and Washington (Attachment A). At that time, the Board provided direction the lot should remain available for public parking until the First + Washington project commences construction. Members of the Board have requested a discussion on the operation of the parking lot. No direction was given regarding the operation of the lot.

No action is requested at this time. Staff recommends the board discuss the options and provide input to staff. Staff will consult with the city and stakeholders and return to the Board for final action in January, depending on the Board’s discussion.

Background

Prior to the Main Street Rehabilitation Project taking place in spring/summer 2024, since 2018 the First and Washington lot was a paid parking lot with the following rate structure:

WASHINGTON LOT

	Peak	Off-Peak
Dates	June 15 - September 15 December 15 - March 15	September 16 - December 14 March 16 - June 14
Hourly Rate	\$0.50 (12am - 4pm) \$1.50 (4pm - 12am)	\$0.25 (12am - 4pm) \$0.75 (4pm - 12am)
Monthly Permit	\$120	\$60
Notes	First 3 Hours Free	First 3 Hours Free

The lot was also used for overnight winter parking without a fee. The primary purpose of the lot was to accommodate short-term parking for retail and restaurant customers with limited long-term parking. Sixty percent (60%) of the lot was designated for short-term customer parking and forty percent (40%) was designated for long-term permit parking. No overnight parking was permitted except during winter as part of the winter parking program. Very few long-term parking permits were issued because there was free unrestricted parking on the surrounding streets for long-term parking.

To mitigate the construction impacts of the Main Street rehabilitation project, the city allowed free parking and overnight parking during the summer in the lot. The lot was primarily used by long-term parkers consisting of construction workers, employees of surrounding businesses and overnight guests of the Limelight Hotel. Complaints were received that short-term customer parking within the lot was no longer readily available due to the concentration and utilization of the long-term employee, construction, and hotel guests. Long term parkers shifted from surrounding streets and into the lot. Unrestricted street parking was available adjacent to the lot, however, the lot was more convenient location for all day parkers.

Options for Consideration

Board members have requested a discussion on the operation of lot. The following operational options are presented for discussion:

- Maintain the current free parking for both short term and long-term parking within the lot
- Maintain free parking during the day but limit parking to 2-3 hours. After 6:00 PM long term parking is permitted.
- Revert back to the paid parking operation in existence since 2018
- Identify the majority of the parking spaces for free short term 2–3-hour parking and issue paid or free parking permits for daytime long-term parking.
- Prohibit overnight parking except during the winter as part of the winter parking program

Attachment A



Ketchum Urban Renewal Agency

P.O. Box 2315 | 191 5th Street | Ketchum, ID 83340

June 24, 2024

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

DIRECTION TO STAFF ON NOTICE TO TERMINATE LICENSE FOR ACCESS AND USE AGREEMENT FOR TEMPORARY PARKING AT FIRST AND WASHINGTON

Introduction/History

In August 2018, the KURA and city of Ketchum entered into a License for Access and Use Agreement for the First and Washinton property for use as temporary public parking. The Agreement was amended in 2019 to reduce the annual rent from \$48,000/yr. to \$36,000/yr. The city has been paying KURA the annual rent since 2019. Attachment A is the current Agreement.

Section 5 of the Agreement sets forth the renewal terms for the Agreement. The Agreement is renewed annually beginning October 1st provided the city budgets the funding for rent and provides documentation to KURA. In order to terminate the Agreement, the KURA must provide notice to the city. Staff is requesting action from the board to terminate the Agreement since the site will undergo changes beginning fall of 2024.

It is anticipated Idaho Power will begin work to relocate equipment and underground the alley power lines in fall of this year, 2024. Construction of the First + Washinton project is expected to begin in summer 2025. It is likely the parking lot will be modified as a result of the Idaho Power work, and once the project construction begins, the site will not be available for public parking. All efforts will be made to provide public parking until project construction begins.

KURA Action

Per the terms of the Agreement, staff recommends the KURA provide notice to the city that the License for Access and Use Agreement will be terminated as of October 1, 2024. That does not mean public parking will no longer be allowed at the site. The notice is a formality to regain KURA access and control of the site for Idaho Power work and, for project construction. Staff will work with the city to continue public parking for as long as possible. The city will no longer pay rent to KURA.

Financial Requirement/Impact

With the termination of the Agreement, the city will no longer pay rent to the KURA. The FY25 KURA budget reflects the reduction in rent revenue.

Recommendation and Motion

The following motion is recommended:

“I move to direct staff to provide notice to the city terminating the License for Access and Use Agreement for the First and Washington property as of October 1, 2024 and direct staff to make all efforts to continue public parking until project construction begins.”

Attachment A: 2019 License for Access and Use Agreement

**LICENSE FOR ACCESS AND USE
OF PROPERTY FOR PARKING**

This License Agreement (“Agreement”) is entered into between the City of Ketchum, a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq. (hereinafter “City”) and the Ketchum Urban Renewal Agency, a public body politic and corporate of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code, with offices located at 480 East Ave. N, Ketchum, ID 83340 (hereinafter “Agency”). City and Agency may be referred to collectively as the “Parties”.

WITNESSETH:

- A. Agency is the owner of that certain parcel of real property located at 211 E 1st Street, Ketchum, ID 83340, with a legal description of Lots 5, 6, 7, 8 of Block 18, Ketchum Townsite, and depicted on attached **Exhibit A** (the “Property”).
- B. City has constructed a parking lot on the property.
- C. City desires to obtain a license for the use of the Property to operate and maintain the parking spaces constructed on the Property.
- D. Agency finds it in the best interest of the public to grant an-exclusive license to City to accommodate these temporary uses while the Property is being held for further development for the purposes described herein and subject to the limitations set forth below, because it will promote the development of Ketchum.

NOW, THEREFORE, Agency and City have agreed that City may enter upon the Property for the term and for the uses, and on the terms and conditions hereinafter set forth, and Agency does hereby grant to City, an exclusive license over, upon and across the Property for the purposes, period and uses described below.

In mutual exchange for the promises and covenants made herein, Agency issues an exclusive license to City on the following terms:

- 1. Definitions.
 - a. “Capital Costs of Parking Facility” shall mean the capital costs related to the design, engineering, and construction of the parking facility located on the Property and any parking equipment such as gates, barriers, ticket dispensers on or near the Property to support the use of the Property by cars and light trucks for parking, and repairs and ongoing maintenance, repair or replacement of the parking equipment and Property as may be reasonably necessary.

b. "Term" shall mean collectively the Initial Term and any Renewal Terms.

2. License for Parking Lot and Maintenance. A continuing license is hereby granted by the Agency to the City for installation, maintenance, repair and replacement of a parking lot and Capital Costs of Parking Facility, operation of a public parking lot on the Property, and general maintenance of the Property. This license may be extended to such design professionals and contractors and their agents, employees, subcontractors and consultants as determined by City to facilitate, continue and complete Capital Costs of Parking Facility as it may be necessary from time to time. City shall be responsible for paying the costs of Capital Costs of Parking Facility.

3. License for Use as Temporary Parking. A license for access to and use of the Property for parking purposes is hereby granted on condition that parking be used for public purposes. This License is personal to City and solely for the benefit of City and its patrons and shall not be deemed to run with the land or in any other way create a perpetual interest in City or any successors of City.

4. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end September 30, 2018.

5. Renewal Terms. The City may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this License for additional annual Renewal Terms. Each annual renewal of this License (a "Renewal Term") shall be deemed exercised by the City upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the License Payments and all other payments payable by the City under the License. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, City shall deliver to the Agency a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the City's governing body adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the City for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. For any Renewal Term commencing on October 1, 2019, or thereafter, the Agency may, at its discretion, notify the City in writing, no later than June 1, of its decision not to renew the License.

6. License Payments/Parking Revenues. City agrees to pay an annual License Payment in the amount of Thirty-six Thousand Dollars (\$36,000), which shall be payable in monthly installments. For any Renewal Term commencing on October 1, 2020, the license payment shall be as mutually acceptable to the City and Agency. If the City and Agency cannot reach such

agreement, this license shall terminate. All revenues from use of the Property by City shall belong to City during the Term.

7. Maintenance. City shall at all times and at its sole expense maintain the Property in a safe, neat, and clean fashion, free of weeds, trash, debris, and snow. City further agrees to keep and maintain all improvements located upon said Property in a good state of repair and as good or better condition as when City entered the Property, ordinary wear and tear excepted.

8. Insurance. City shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to City's use of the Property. Said insurance shall be written on an occurrence form and shall provide minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The City shall provide the Agency a Certificate of Insurance verifying insurance coverage.

9. Restoration of Property After Termination. After the Initial Term of this License and any Renewal Terms expire, City shall within 30 days deliver the Property, including any improvements thereon, to Agency in an "as is" condition. City may remove Parking Equipment in its discretion.

10. Signage and Detour. The City is solely responsible for placing signage that warns the public of the temporary construction activities on the Property and detouring users away from the Property during any such period of construction.

11. Binding Effect. The terms of this License are binding on Agency, its successors and assigns and the City, and its successor and assigns.

12. Interpretation/Severability. If any clause, provisions, subparagraph, or paragraph set forth in this License is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Agency and the City that the remainder of this License shall not be affected thereby.

13. Choice of Law. The terms and provisions contained in this License shall be governed and construed in accordance with the laws of the State of Idaho.

14. Attorney's Fees and Costs. In any suit, action or appeal therefrom to enforce, revoke or interpret this License, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

15. Complete Agreement. This License embodies the complete agreement between Agency and the City. This License cannot be modified, altered, amended, or terminated except by the written agreement of both Agency and City.

16. Permits. If any proposed reconstruction, relocation or maintenance of the uses contemplated by this License requires City to obtain land use, building, or other permits, City shall first obtain such permit before commencing such work, pay the required fees, and otherwise comply with the conditions set forth therein.

17. No Costs to Agency. Any and all costs and expenses associated with the City's ongoing use of the Property, or the repair and maintenance thereof, shall be at the sole cost and expense of the City.

18. Compliance with Law; Waste and Nuisances Prohibited. In connection with the City's use of the Property, the City covenants and agrees to:


- a. Comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Property of any Hazardous materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state, or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future);
- b. Obtain any and all permits and approvals required by any other unit of government; and
- c. Commit no waste or allow any nuisance on the Property.
- d. The City covenants and agrees to indemnify and hold Agency harmless from and against any and all claims, demands, damages license, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or in any way connected with the breach of these covenants.

19. Authority. Agency and the City represent to the other that such party has full power and authority to execute, deliver and perform this License, that the individuals executing this License on behalf of said party have been and are fully empowered and authorized by all requisite action to do so; and this License constitutes a valid and legally binding obligation of said party enforceable against such party in accordance with this License.

20. Effective Date: This Agreement shall be effective as of the date it is signed and executed by Agency.

21st IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the
day of October, 2019.

CITY



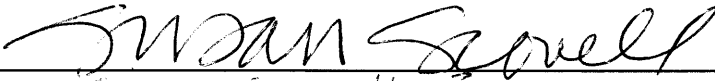
By: Neil Bradshaw
Its: Mayor
Date: 10/21/19

ATTEST:



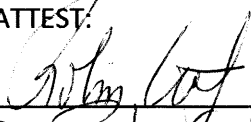
By: Robin Crotty
Its: Secretary

AGENCY



By: Susan Scovell
Its: Chair
Date: 10/21/19

ATTEST:



By: Robin Crotty
Its: Secretary

Exhibit A

