

KETCHUM URBAN RENEWAL AGENCY

Monday, August 15, 2022 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 <u>https://www.ketchumura.org/kura/meetings</u>.

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

- Join us via Zoom (please mute your device until called upon).
 Join the Webinar: https://ketchumidaho-org.zoom.us/j/81054126834
 Webinar ID: 810 5412 6834
- 2. Join us at City Hall.
- 3. Submit your comments in writing at <u>info@ketchumura.org</u> (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)

- <u>1.</u> ACTION ITEM: Approval of Bills
- 2. ACTION ITEM: Approval of July 18, 2022 Minutes

DISCUSSION ITEMS:

- <u>3.</u> Presentation of Second Quarter Update from Sun Valley Economic Development
- 4. Update on RFP for 1st and Washington

ACTION ITEMS:

5. ACTION ITEM: Recommendation to approve Amendment to Agreement 50076 and adoption of Resolution 22-URA10



- <u>6.</u> ACTION ITEM: Direction to staff on funding request by Reid Sanborn for infrastructure improvements at 131 Sun Valley Road, 1st Avenue and Sun Valley Road
- <u>7.</u> ACTION ITEM: Recommendation to authorize reimbursement to Andrew Castellano for undergrounding power and communication lines

ADJOURNMENT:

Payment Approval Report - URA Report Report dates: 8/1/2022-8/10/2022

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "9610000000"-"9848009999"

Vendor Name	Invoice Number	Description	Net Invoice Amount
URBAN RENEWAL AGENCY URBAN RENEWAL EXPEND			
98-4410-4200 PROFESSIONA	AL SERVICES		
ELAM & BURKE	1947475	General Representation	1,123.65
98-4410-7100 INFRASTRUCT	FURE PROJECTS		
CITY OF KETCHUM	5917	CITY HALL DEMO HALF OF CHANGE ORDER	8,468.88
COPY CENTER LLC	2157 CITY PAI	City paid Kura bill in error	1,188.00-
COPY CENTER LLC	2157 KURA	KURA PAYMENT 2157	1,188.00
Total URBAN RENEWAL	L EXPENDITURES:		9,592.53
Total URBAN RENEWAI	LAGENCY:		9,592.53
Grand Totals:			9,592.53

4

UNLESS OTHERWISE AGREED, ALL ACCOUNTS ARE DUE WITHIN 30 DAYS OF THIS STATEMENT. We also accept Visa, MasterCard, Discover and American Express.

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

Ketchum Urban Renewal Agency Attn: Treasurer City of Ketchum 480 East Avenue North Ketchum, ID 83340

FOR PROFESSIONAL SERVICES RENDERED From July 1, 2022 Through July 31, 2022

RE: General Representation

HOURS

7/01/22	RPA	.20	Review emails concerning responses to questions from developer for response to the RFP.
7/06/22	ARG	.30	Review final responses to developer questions in regards to RFP. Review additional documentation provided online to developer. Draft email correspondence to Morgan Landers regarding same.
7/06/22	RPA	.30	Review final versions of the formal responses to inquiries from developers on various issues for consideration of filing a response.
7/08/22	ARG	.30	Review and analyze urban renewal plan for purposes of timeline of plan commitments and financing abilities beyond 2030, plan's termination date.
7/14/22	ARG	.50	Review KURA Board meeting agenda. Review board packet and meeting minutes of last meeting. Draft email correspondence to Suzanne Frick regarding same.
7/14/22	RPA	.50	Review board packet material. Address budget notice document in the packet. Prepare email to Suzanne Frick to update needed filing of budget approval documents.
7/18/22	ARG	1.90	Prepare for Board meeting by reviewing final Board packet. Attend KURA Board meeting. Draft email correspondence to Suzanne Frick. Begin drafting addendum to demolition agreement with City.

July 31, 2022

Invoice # 197475

Billing Atty - RPA

CLIENT/MATTER: 08962-00001

Tax Id No. 82-0451327

ELAM & BURKE

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

RE: General Representation

7/19/22	RPA	.20	Review summary of board meeting and outstanding	
			items for further action.	
7/20/22	ARG	.90	Continue drafting addendum to Agency/City	
			demolition agreement, increasing do not exceed	
			funding amount. Review original agreement for	
			purposes of drafting addendum.	
			purposed of	

PROFESSIONAL FEES

Timekeeper	Staff	Rate	Hours	Amount	Hours	Amount
Germaine, Abbey R.	Of Counsel	215.00	3.90	838.50	.00	.00
Armbruster, Ryan P.	Of Counsel	225.00	1.20	270.00	.00	.00
			5.10	1,108.50	.00	.00
COSTS ADVANCED				QTY	RATE	AMOUNT
Copies				20.00	.15	3.00
Color Copies				81.00	.15	12.15
TOTAL COSTS ADVAN	CED					15.15

INVOICE TOTAL

PAGE 2

1,108.50

Non-Chargeable

1,123.65

Tax Id No. 82-0451327

CLIENT/MATTER: 08962-00001

July 31, 2022 Invoice # 197475

ELAM & BURKE ATTORNEYS AT LAW



Ketchum, Idaho 83340

CITY OF KETCHUM P.O. Box 2315 Ketchum ID 83340

Phone: (208) 726-7801 Fax: (208) 726-7812

INVOICE

Date	Number	Page
08/03/2022	5917	1

Bill To: KETCHUM URBAN RENEWAL AGENCY

KETCHUM ID 83340

Customer No. 410 Project: BOX 2315 Terms: Due Upon Receipt Invoice Due Date: 08/03/2022

Quantity	Description	Unit Price	Net Amount
1	REF FOR HALF ELITE RESTORATION BILL ADD ON CHAR	8,468.88	8,468.88
	mit payment to:	Amount	8,468.88
City of Ke Post Offic		Balance Due	8,468.88



1920 Highland Ave East Ste. E Twin Falls, ID 83301 Ph: 208-734-2135 Fax: 208-734-6303

Statement

Date 7/13/2022

To: City of Ketchum PO Box 2315 Ketchum, ID 83340 USA

				P	Amount Due \$16,937.75
Date	and the second	Transaction		Amount	Balance
02/08/2022	Balance forward				0.00
02/09/2022 03/01/2022 05/03/2022 06/01/2022 06/20/2022 07/12/2022	SV21-411-DEM- INV #10141. Due 02/ PMT #87549. City of INV #10584. Due 05/ PMT #88122. City of INV #10814. Due 06/ PMT #88392. City of	Ketchum 03/2022. Ketchum 20/2022.		50,265.35 -50,265.35 77,537.50 -77,537.50 90,196.30 -73,258.55	50,265.35 0.00 77,537.50 0.00 90,196.30 16,937.75
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	16,937.75	0.00	0.00	0.00	\$16,937.75

52.4410.715 Pur SR TYBA

				Invoice
ESTORATION	1920 Highland Ave. East Ste. E Twin Falls, Id. 83301 Ph: 208-734-2135		Date	Invoice #
	Fax: 208-734-6303		6/20/2022	10814
Bill To		52.4410.71	15	
City of Ketchur PO Box 2315 Ketchurn, ID 83 USA		Pur SR BIBA		
		(See Statement)	\$ 16,93	7.75

		Terms	Rep	Account #
		Due on receipt	ТМЈ	SV21-411
Item Code	Description			Amount
1-MITIGATION	Final billing - City Hall Demolition 100% Comp	letion - Original Contract -		195,418.87
	201,061.14			-127,802.85
01-MITIGATION 01-MITIGATION	Credit for payments received ADD ON - April 13th, 2022 – Added large Equi utilities not being properly disconnected from th	pment mobilization fee due	to	5,250.00
	back to main yard until utilities were disconnect Trailers (2), 1 Skid steer & water truck + tractor	ed. 2 Large Excavators + 11	ractor	
01-MITIGATION	trailers (3) – TOTAL COST ADD ON – Luman assist – Fiber optic disconne Equipment and operator per hour – 7.25 Hours (a \$198.00 per hour = \$1,4.	35.50,	2,156.75
	Excavation spotter / Helper per hour - 7.25 Hou	rs @ \$65.00 Per hour = \$4	71.25 -	
	TOTAL COST			1,662.8
01-MITIGATION	ADD ON - Oil Tank removal - Hidden under fi	ont office area concrete stat	00	1,002.0
	required Testing, Pumping, Oil disposal, and Ta Pumping & Disposal = \$687.91, Tank removal a COST	and disposal = \$850.00 TO	TAL	
01-MITIGATION	ADD ON - Septic Tank removal - Hidden under Tank required Testing, Pumping, disposal, and	Fank removal. Testing = \$1.	25.00,	1,360.50
	Pumping & Disposal = \$385.50, Tank removal	and disposal = $$850.00\ 10$	TAL	
	COST ADD ON - Additional drywall protection and s	ealing per Environmentalist	s	865.67
01-MITIGATION	requirements, after demolition had already comp hour @ 6 Hours each, digging debris off the dry	menced. 2 Laborers @ \$65.0 wall walls, and installing pl	00 per lugs and	
	plastic sealed with silicone under man lid cover	s. Materials – \$85.67 TOTA	L	
		Total		

DUE UPON RECEIPT

Page 1

Invoice



1920 Highland Ave. East Ste. E Twin Falls, Id. 83301 Ph: 208-734-2135 Fax: 208-734-6303

Date	Invoice #
6/20/2022	10814

and the second	the second se
Bill To	
City of Ketchum	
PO Box 2315	
Ketchum, ID 83340	
USA	

		Terms	Rep	Account #
		Due on receipt	ТМЈ	SV21-411
Item Code	Descri	ption		Amount
01-MITIGATION	ADD ON – Added waste disposal cost due prices etc. – Footings were thought to be st 10" wide x 3-4' deep and turned out to be thought to be standard thickness of 6" thic 14" thick through most the building. TOTA	tandard footings/ foundation at ro 24" x 5'6 tall. Concrete slabs wer k and turned out to be multiple lay	ughly e	11,284.5

DUE UPON RECEIPT



Meeting Minutes

Monday, July 18, 2022	2:00 PM	Ketchum City Hall

CALL TO ORDER:

Chair Susan Scovell called the meeting to order at 2:00 p.m. (Video 00:00:20).

ROLL CALL:

Present Chair Susan Scovell Vice-Chair Casey Dove Board Member Casey Burke Board Member Gary Lipton Board Member Jim Slanetz Board Member Amanda Breen (arrived at 00.17.55 on video)

Other Attendees:

Executive Director, Suzanne Frick KURA Counsel, Abbey Germaine (via Zoom) Secretary, Lisa Enourato

BOARD COMMUNICATIONS:

None

CONSENT CALENDAR: (Video 00:01:08).

- Motion to approve minutes of June 27, 2022 as amended. Motion made by Casey Dove; Seconded by Jim Slanetz Ayes: Casey Dove, Casey Burke, Gary Lipton, Jim Slanetz Nays: None
- Motion to approve the KURA bills as of the July 18th meeting. Motion made by Casey Dove; Seconded by Gary Lipton Ayes: Casey Dove, Casey Burke, Gary Lipton, Jim Slanetz Nays: None



ACTION ITEMS:

3. ACTION ITEM: Public Hearing on FY 22-23 Proposed KURA Budget and Recommendation to Adopt Resolution 22-URA07, the FY 22-23 Annual Appropriation Resolution. (*Video 00:02:42*)

Executive Director Suzanne Frick addressed the Board, providing an overview of the budget. Public Comment: None. Comments from the June 27th meeting are incorporated into the record.

Motion to approve Resolution 22-URA07, the FT 22-23 Budget

Motion made by Casey Dove; Seconded by Casey Burke **Ayes:** Casey Dove, Casey Burke, Gary Lipton, Jim Slanetz **Nays:** None

4. ACTION ITEM: Direction and Action on Amendment to Reimbursement Agreement 50076 for Demolition of Old City Hall at 480 East Avenue. (*Video 00:10:21*)

Director Frick reported that the demolition had been completed but there were additional unforeseen costs amounting to \$16,937.75. The Contractor requested reimbursement.

Motion to approve an amendment to KURA Reimbursement Agreement 50076 to increase the reimbursement amount by one-half of the requested amount and authorize the Chair to sign the amended agreement.

Motion made by Casey Burke; Seconded by Gary Lipton Ayes: Casey Dove, Casey Burke, Gary Lipton, Jim Slanetz, Amanda Breen Nays: None

ADJOURNMENT:

Motion to adjourn.

Motion made by Casey Dove; Seconded by Amanda Breen Ayes: Casey Dove, Casey Burke, Gary Lipton, Jim Slanetz, Amanda Breen Nays: None

Susan Scovell, Chair

ATTEST:

Sun Valley Economic Development June 2022

Describe any activities taken this month to advance your industry targeting objectives (Objective A)- awarded \$216,0000 CSI-led Talent Pipeline Management coordinator grant by IWDC, 2-yr grant will support a 0.25 FTE resource hosted by SVED to lead Hospitality & Tourism collaborative and a 0.75 FTE resource hosted by CSI on Healthcare, Ag Manufacturing and Construction & Trades collaboratives, started seeking potential SVED candidate; continued discussions with local childcare providers about potential applications for IWDC childcare grant; provided comments to Ketchum Council on reinstatement agreement for the Harriman Hotel and on design review for Pegge Marriot Hotel project

Describe any activities taken this month to advance your business outreach objectives (**Objective B**) –direct outreach to 38 local business organizations, main business concerns remain lack of local talent and workforce housing options; continued advocacy in support of affordable housing projects with recent comments on Ketchum Visioning & Housing ordinance; follow-up on lapsed membership rooster; deliver of Spring Forum to 50 community members on state of the economy, recent resident survey and St Luke's Health system changes; started planning for November Annual Summit

Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C) –monthly meeting of Blaine Recovery Committee Business Working Group; continued stress on local restaurants with record crowds and operating cost pressures.

Describe any activities taken this month to advance your placemaking objectives (Objective D) – none.

Describe any activities taken this month to advance your professional development objectives (Objective E) –none

Describe any other activities taken this month that fall outside of your workplan objectives-Several meetings with founder of Taho based lease to locals program that has been implemented in CA and CO, Ketchum evaluating market rollout based on potential conversion of local short term rental properties to long term, SVED provided market data and advice.



SVED Spring Forum

June 29, 2022

Limelight Hotel

Thanks to Our Members

Champion and Legacy Members

Champion Members





Legacy Members







Public Partners

Visionary Members

Crusader Members

	American Capital Advisory, Boise
Benchmark Associates	State University, Centerlyne, Clear
	Creek Disposal, First American
Idaho National Laboratory	Title, Fly Sun Valley Alliance, First
	Interstate Bank, First Lite,
Idaho Power	Friedman Memorial Airport, Fly
	Sun Valley Alliance, Haavik
Limelight Hotel	Consulting, LLC, Haymax Capital,
	Hotel Ketchum, Intermountain
Marketron Broadcast Solutions	Gas, Ketchum Works-Walnut Ave
	Mall-Chip Fisher, Power Engineers,
St. Luke's Wood River	QBSolutions, Sawtooth Club, Sun
	Valley Board of Realtors, Tamarack
Sun Valley Community School	Lodge, Waypoint Real Estate
	Services - Jack Bariteau,
Zenergy Health Club & Spa	Webb Landscaping

Community Members

Alpine Investment Group, Alpine Lodging - Sun Valley, Amanda Breen Law, BigWood Landscape, The Chamber of Hailey & the WRV, Christensen Global Strategies, Conrad Bros **Construction, Enoteca, Idaho First** Bank, Kenny-Bogue Commercial Real Estate, Ketchum Grill, Lawson, Laski & Clark Lallman, Felton, Peterson, Lentz Appraisal, Limpopo Design, Magleby Construction, McCann, Daech, Fenton, Michael Doty & Associates, Mountain Rides,

Pioneer Title Company, Rebecca's Private Idaho, Redfish Technology, Reid Sanborn, Engel & Volkers Sun Valley, Rick LeFaive, Sawtooth Brewery, Sawtooth Development, State Farm Insurance-Patrick Buchanan, Scott Chamberlain, Success Management-Trish Wilson, Sun Valley Institute for Resilience, Sun Valley Real Estate, Sun Valley Title/Title One, Trailing of the Sheep Festival, US Bank, Visit Sun Valley, WaFed Bank, Windermere Real Estate, Wood **River YMCA, Zions Bank**

Supporters

Becker, Chambers & Co., Blaine County Recreation District, Blaine County Title, Brad Cleveland, Darlene Dyer, Engel & Associates, Kahilla, Jaguet Sun Valley Tours, KMV Builders, Mogul Management, Perry Boyle, Professional Roofing, Sandi Viau, MBA/CPA, Sarah Michael, Silver Creek Outfitters

What We're Working On







Today's Agenda

1. Economic Trends

- Business
- Employment
- Real Estate
- Lodging Accommodation
- Relocations
- Summer outlook

2. Homeowners Survey

3. St. Luke's Wood River Health System

The State of Blaine

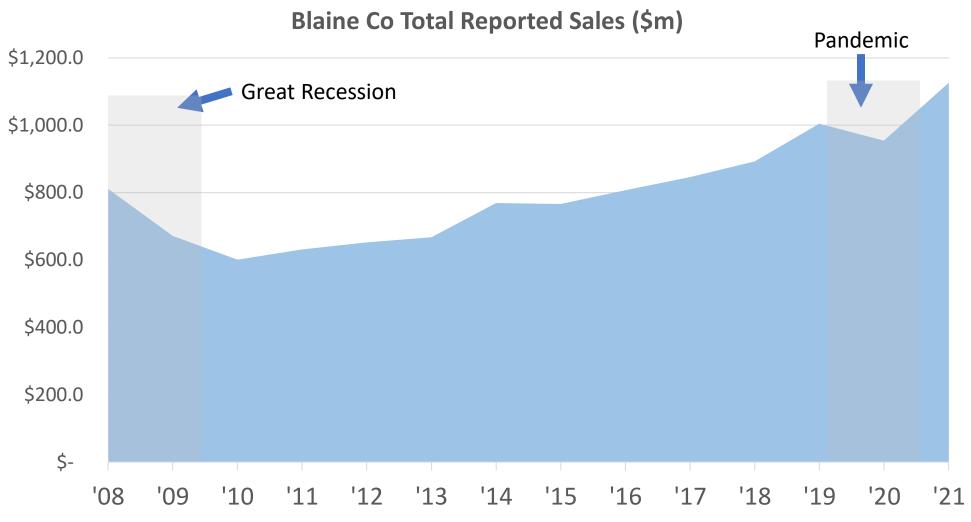
Harry Griffith

ED, SVED

1st Quarter Dashboard

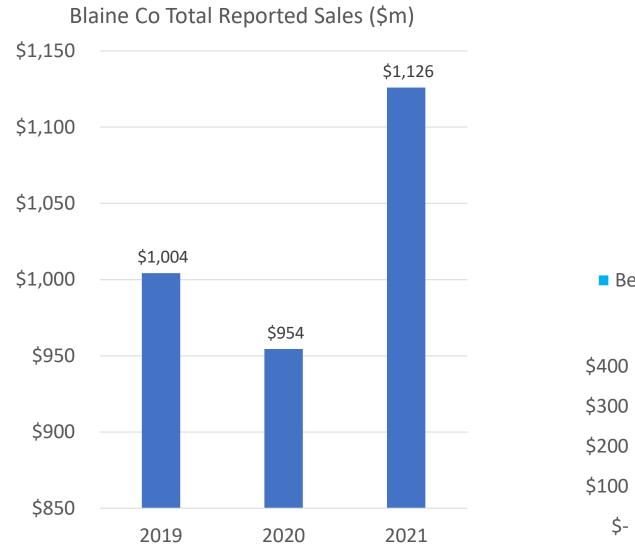
SUN VALLEY ECONOMIC	C	1st Quarter 2022		
DEVELOPMENT Executive Summary Traffic Lights				
Key Category	Risk Status	Trend	Comments	
Business	Very Low	++	LOT & Reported Sales at all time record levels	
Employment	Low	+	Record low unemployment rate of 2.6%; hospitality workforce gaps	
Real Estate & Housing	Low	++	Increases slowing in sales & prices; inventory gap improving	
Lodging & Accomidtn.	Low	++	Record summer occupancies but slowoing forward pace	
Transport	Low	+	Enplanement, public transport & road traffic recovery continues	
Health & Social	Low	+	Pandemic statistics stabilizing; pressure on social benefit orgs down	

Business - Strong Growth in Reported Sales



7

Business - Reported Sales Breakdown



Total Reported Sales 2021 (\$m) <u>\$13</u>2 **\$116** \$36 \$361 \$480 Bellevue Carey/Picabo Hailey Ketchum Sun Valley Blaine Co Total Reported Sales (\$m) 1Q 1Q 1Q 2Q 2Q 2Q 3Q 3Q 3Q 4Q 4Q 4C

'19 '20 '21

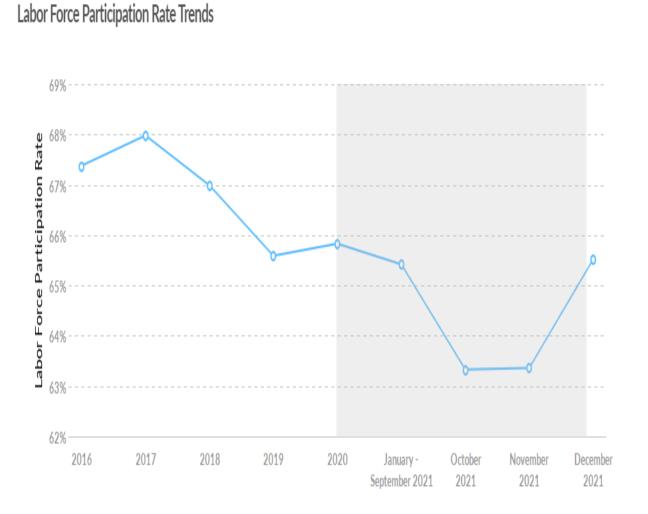
'19 '20 '21

'19 '20

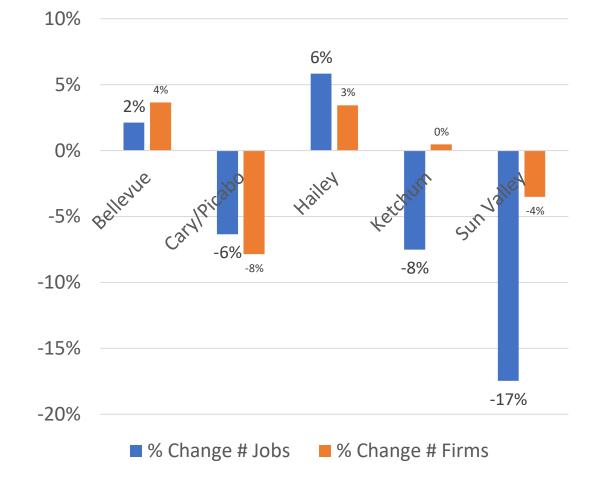
'19 '20 '21

7/19/2022

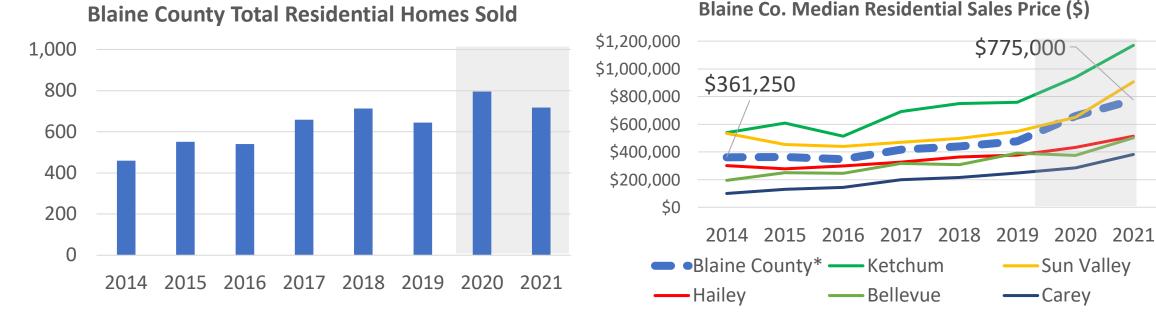
Employment – Workforce Restructuring



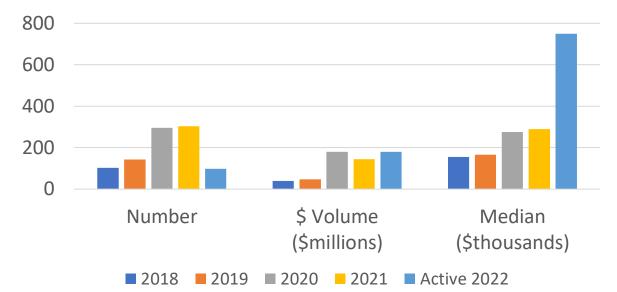
Blaine Co. Jobs & Firms (2019 vs 2020)



Real Estate – Record Sales Trends

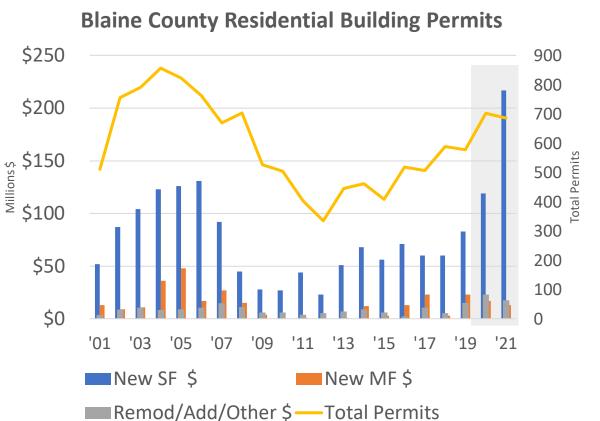


Blaine Co. Land Sales



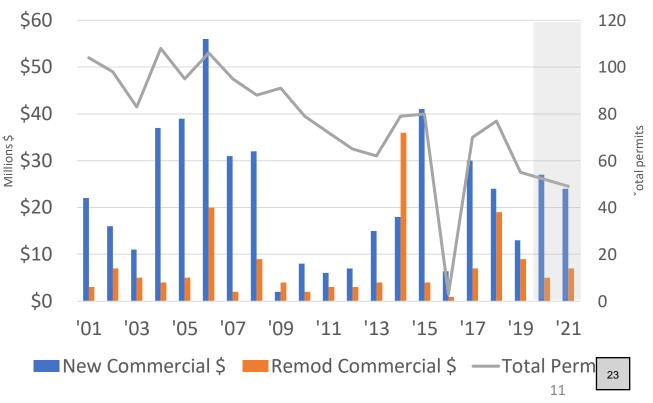
22

Real Estate – Residential Build Permits Surge

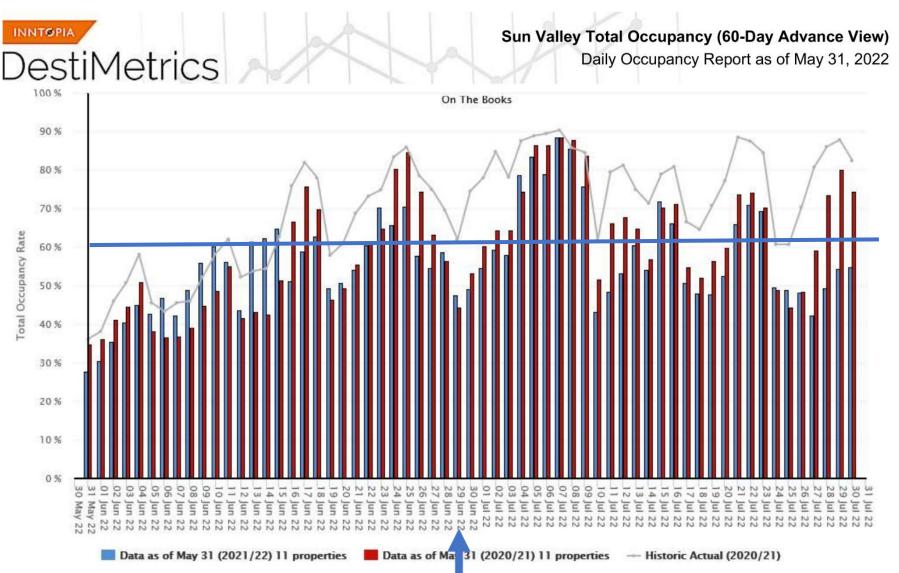


SFR Median 2020 (\$m) 2021 (\$m) % Value Change \$0.31 \$0.31 Bellevue 0% Hailey \$0.35 \$0.58 64% \$1.24 \$1.50 Ketchum 21% 7/19/2022 Sun Valley \$1.95 \$3.69 89%

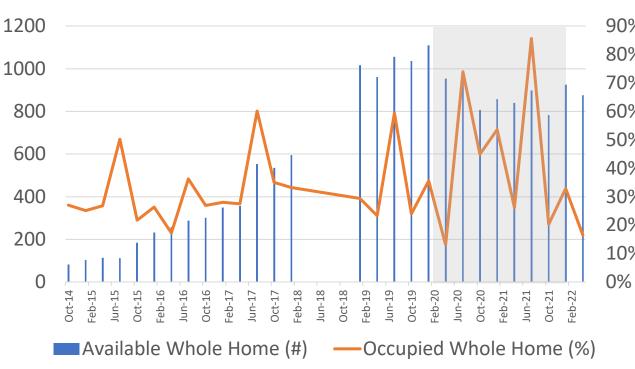
Blaine County Commercial Buiilding Permits



Lodging & Accommodation – Summer Projection



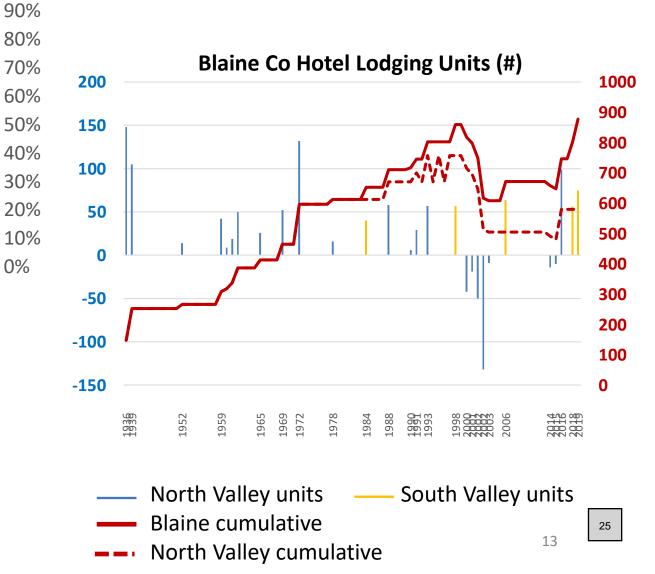
Lodging & Accommodation – Transient Market Sectors



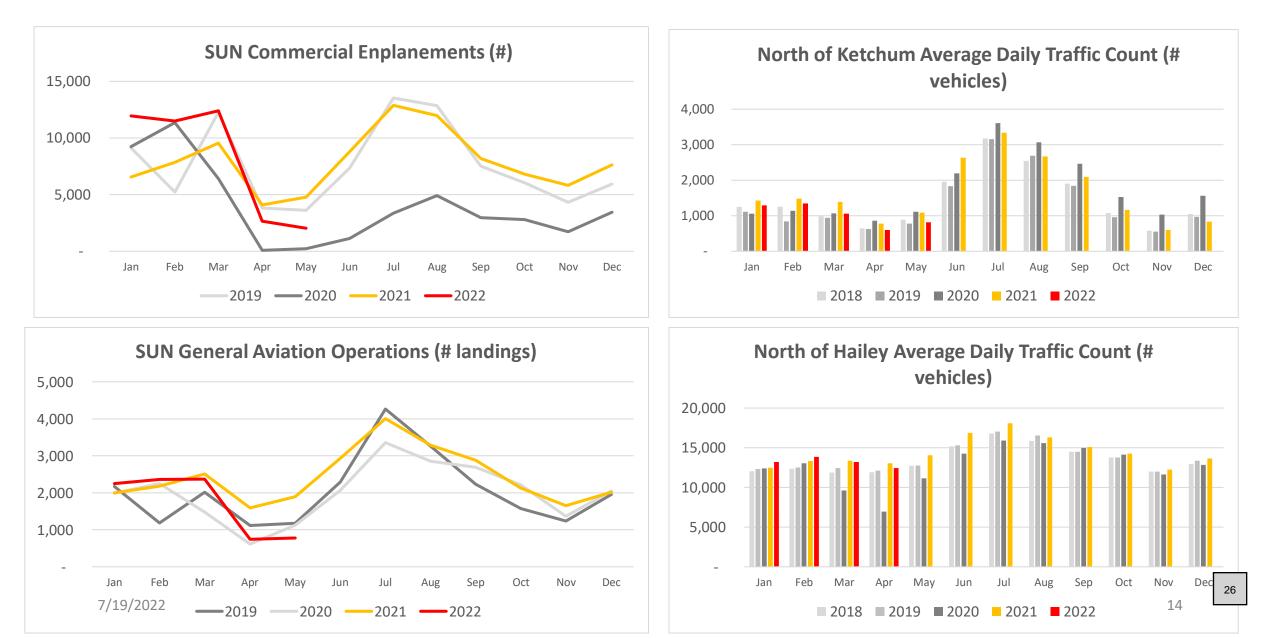
Blaine Co Short Term Rental Market *

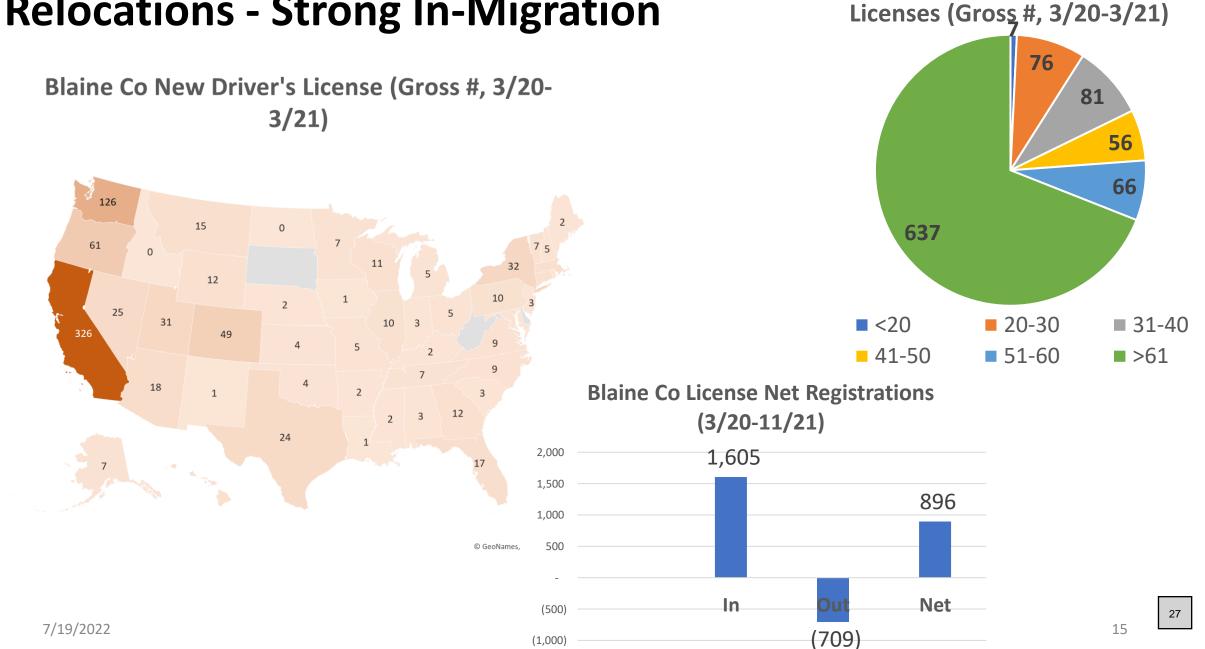
* Based on AirDNA data

7/19/2022



Transportation – Strong Growth





Blaine Co New Driver's

Relocations - Strong In-Migration

Relocation - Record Wealth & Engagement

Blaine Co. New Voter Registrations FDIC Insured Banking Deposits Held in Blaine Co 3/20 - 11/21 (\$000) \$1,600,000 \$1,400,000 \$1,200,000 \$1,000,000 1940 \$800,000 4,183 Total New \$600,000 \$400,000 1370 \$200,000 \$-2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 Unaffliiated Republican Democratic

7/19/2022

Summer Outlook – Headwinds ?

- Slow down in advance bookings
- Gas prices
- Increased international travel
- Recession/Layoffs
- Fire season smoke
- Yellowstone flooding impacts



Questions?

Harry@SunValleyEconomy.org www.sunvalleyeconomy.org

> **SUN VALLEY** ECONOMIC EVELOPMENT



Ketchum Urban Renewal Agency

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

August 15, 2022

Chair and Commissioners Ketchum Urban Renewal Agency Ketchum, Idaho

RECOMMENDATION TO AMEND AGREEMENT 50076 AND ADOPT RESOLUTION 22-URA10 TO PROVIDE ADDITIONAL FUNDING FOR DEMOLITION OF OLD CITY HALL AT 480 EAST AVENUE

Introduction/History

On July 18th the KURA approved additional funding for the demolition of old City Hall. The Board approved splitting the additional cost with the City of Ketchum. The amount KURA will contribute is \$8,468.44 bringing the total funding commitment to 209,530.28. The original funding amount was \$201,061.40.

Staff is requesting the Board formalize the approval by amending the original agreement and adopting a new resolution reflecting the new funding amount.

Recommended Motion

I move to approve the first amendment to Agreement 50076 and adopt Resolution 22-URA10.

Financial Requirement/Impact

The KURA has sufficient funds to support the funding request.

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 FIRST AMENDMENT TO DEMOLITION, SALVAGE. AND ASBESTOS ABATEMENT PROJECT AGREEMENT FOR OLD CITY HALL ("FIRST AMENDMENT") BETWEEN THE CITY OF KETCHUM AND THE KETCHUM URBAN RENEWAL AGENCY; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID FIRST AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE FIRST AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES. INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN AFFECTIVE 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 of the City of Ketchum ("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 Ketchum Urban Renewal Plan 2010 (the "2010 Plan");

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

WHEREAS, on January 18, 2022, pursuant to Resolution No. 22-URA02, the Agency approved the Demolition, Salvage, and Asbestos Abatement Project Agreement for the Old City Hall ("Agreement");

WHEREAS, the Agreement provided that the Agency would contribute a not to exceed amount of Two Hundred One Thousand, Sixty-One and 40/100 Dollars (\$201,061.40) to the City for the demolition and abatement of City Hall, which was based on the bid amounts of the project;

WHEREAS, upon completion of the project, the cost of the demolition and abatement exceed the agreed upon not to exceed amount by Sixteen Thousand, Nine Hundred Thirty-Seven and 75/100 Dollars (\$16,937.75). The additional cost was due to unforeseen subsurface conditions, including removal of an oil tank, septic tank, and increased debris disposal costs, all of which were unknown at the time of the bid;

WHEREAS, the City is now asking the Agency to increase its funding amount to cover this increase in unforeseen costs;

WHEREAS, the Agency at its Agency Board of Commissioners meeting on July 18, 2022, approved funding half of this increased cost, equaling Eight Thousand, Four Hundred Sixty-Eight and 88/100 Dollars (\$8,468.88), bringing the total not to exceed amount in the Agreement to Two Hundred Nine Thousand, Five Hundred Thirty and 28/100 Dollars (\$209,530.28).

WHEREAS, the City and Agency agree that the Agency's financial contribution shall be credited to the amount borrowed from the City from the in lieu of housing fees funds.

WHEREAS, Agency staff has reviewed the First Amendment and recommends approval of the First Amendment;

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

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

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the First Amendment, attached hereto as **Exhibit A**, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the First Amendment.

Section 3: That the Agreement approved on January 18, 2022, by Resolution No. 22-URA02, is hereby amended by the First Amendment as specified, all other terms remaining in full force and effect.

<u>Section 4:</u> That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the First Amendment and, further, are hereby authorized to execute

all necessary documents required to implement the actions contemplated by the First Amendment subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the First Amendment are acceptable, and the comments and discussions received at the August 15, 2022, Agency Board meeting, including any substantive changes discussed and approved at that meeting are incorporated.

That this Resolution shall be in full force and effect immediately upon its Section 5: adoption and approval.

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on August 15, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on August 15, 2022.

URBAN RENEWAL AGENCY OF KETCHUM

By ______ Susan Scovell, Chair

ATTEST:

By _____

Secretary

4868-1472-9517, v. 2

FIRST AMENDMENT TO AGREEMENT 50076 DEMOLITION, SALVAGE, AND ASBESTOS ABATEMENT PROJECT AGREEMENT FOR THE OLD CITY HALL

THIS FIRST AMENDMENT TO DEMOLITION, SALVAGE, AND ASBESTOS ABATEMENT PROJECT AGREEMENT FOR THE OLD CITY HALL (hereinafter "First Amendment") is made and entered into this _____ day of _____, 2022, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the "City"), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the "Agency"), individually referred to as "Party" and collectively as the "Parties."

1. DEMOLITION, SALVAGE, AND ASBESTOS ABATEMENT PROJECT AGREEMENT. On January 18, 2022, the City and Agency, pursuant to Agency Resolution No. 22-URA02, entered into that certain Demolition, Salvage, and Asbestos Abatement Project Agreement for the Old City Hall ("Agreement"), attached hereto as **Exhibit A**, whereby the Agency agreed to fund the demolition of the old City Hall building (the "Project"), located in the Ketchum Urban Renewal Plan 2010 Project Area, being that such demolition was in the best interest of the Agency to enhance the Project Area.

The City bid and selected Elite Restoration Inc. as the contractor for the Project and the total bid amounts for the costs of the demolition of the Project totaled Two Hundred One Thousand, Sixty-One and 40/100 Dollars (\$201,061.40). The City and Agency entered into the Agreement and specified the Agency's not to exceed funding amount of \$201,061.40.

Upon completion of the Project, the cost of the demolition exceeded the agreed upon not to exceed amount in the Agreement by Sixteen Thousand, Nine Hundred Thirty-Seven and 75/100 Dollars (\$16,937.75). The additional cost was due to unforeseen subsurface conditions, including removal of an oil tank, septic tank, and increased debris disposal costs, all of which were unknown at the time of the bid. The City is now asking the Agency to increase its funding amount to cover this increase in unforeseen costs.

The Agency at its Agency Board meeting on July 18, 2022, approved funding half of this increased cost, equaling Eight Thousand, Four Hundred Sixty-Eight and 88/100 Dollars (\$8,468.88), bringing the total not to exceed amount in the Agreement to Two Hundred Nine Thousand, Five Hundred Thirty and 28/100 Dollars (\$209,530.28).

Pursuant to Section 10, of the Agreement, the Agency now wishes to amend the Agreement as follows:

2. RECITALS, SEVENTH WHEREAS. The seventh "Whereas" in the Recitals of the Agreement shall be amended to read: "WHEREAS, the City has bid the Project and selected Elite Restoration, Inc. as the contractor for the Project and the total bid amounts for the costs of the demolition of the Project total approximately \$201,061.40 <u>\$209,530.28</u>."

3. SECTION 6 – REIMBURSEMENT. Section 6 shall be amended to read: "As consideration for City services set forth above, the Agency shall pay for the costs of the Project. Such costs shall not exceed \$201,061.40 \$209,061.40."

4. SECTION 7 – CREDIT OF AMOUNT OF REIMBURSEMENT TO HOUSING

FEES. Section 7 shall be amended to read: "In order to achieve certain property acquisitions, the Agency received from the City funds from its in lieu of housing fees, which Agency has used to purchase real property. The amount advanced by the City to the Agency totaled \$1,460,000.00. This arrangement was memorialized by the MOU between the City and Agency approved by Resolution No. 19-URA on August 19, 2019. The amount of reimbursement for the Project, \$201,061.40 \$209,061.40 shall be credited towards the repayment of the in lieu of housing fees."

5. ALL OTHER TERMS TO REMAIN. All other terms and conditions of the Agreement, not otherwise amended as provided herein this First Amendment, shall remain in full force and effect and shall be binding upon the Parties as if set forth in full herein.

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

CITY OF KETCHUM

By _____

Neil Bradshaw, Mayor

City Clerk

ATTEST:

KETCHUM URBAN RENEWAL AGENCY

By ______ Susan Scovell, Chair

Secretary 4867-3269-3290, v. 2

ATTEST:



Ketchum Urban Renewal Agency

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

August 15, 2022

Chair and Commissioners Ketchum Urban Renewal Agency Ketchum, Idaho

Recommendation to review and provide direction to staff on the request from Reid Sanborn for infrastructure funding in the amount of \$147,735 for improvements at 131 E Sun Valley Road (1st Avenue and Sun Valley Road)

Recommendation and Summary

Staff is recommending the KURA Board review the funding request submitted by Reid Sanborn for improvements located at 131 E Sun Valley Road and provide direction to staff on the funding request. Should the Board support the request, KURA would direct staff to prepare an Owner Participation Agreement (OPA) to return for KURA approval.

<u>Analysis</u>

The Planning and Zoning Commission approved a new three story 10,932 square-foot office building located at 131 Sun Valley Road at the NE corner of 1st Avenue and Sun Valley Road in the Community Core (CC-2 Zone) of downtown. (See Attachment B)

The applicant is requesting KURA funding to reimburse costs for the following:

- Sidewalk heating system: \$72,968
- Pavers and installation: \$33,622
- Street trees, irrigation, tree grates: \$58,020
- Concrete bench in planter box for bus stop: \$6,500
- Public Bench in Bulb out (1st Ave): \$2,000
- Public Bike Rack: \$500
- Total improvements: \$173,610
- Less cost of normal concrete sidewalk: (\$25,875)

Total Requested Funding: \$147,735

The applicant was informed the KURA was not inclined to approve infrastructure funding for private development projects until the 1st and Washington project funding was confirmed and informed about the Board's revised funding policy. The applicant requested to proceed with their funding request.

Using the recently amended funding criteria, the following elements of the request would be eligible for funding:

•	Difference between sidewalk and pavers:	\$7,747
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- Street trees, irrigation, tree grates: \$58,020
- Public Bench in Bulb out (1st Ave): \$2,000

Total: \$67,767

The concrete bench in the planter box for the bus stop and the public bike rack are not approved features that can be placed in the city right of way.

Requested Funding

The funding request is for improvements that go beyond what the city requires for new development. As noted above, the cost of the eligible improvements is \$67,767. Based on the adopted KURA funding policy, 40% of \$67,767 would be eligible for funding totaling \$27,106.

Currently the taxable value of the property is \$966,471 and the applicant estimates the value after project completion at \$5.5 million.

Financial Requirement/Impact

Resolution 17-URA6 allows for a reimbursement of tax increment of no more than 50% of the total tax increment revenue generated from the project. Commitments for reimbursement shall not be greater than 5 years from the time the project is generating property tax revenue to the agency.

Based on the existing property value and a projected value of \$5.5 million, in the first year, the net projected KURA tax increment is \$5,547. That increment would be subject to the 50% split providing \$2,773 to the property owner and KURA. The increment is estimated to increase each year by 3%.

<u>Recommendation and Motion</u> Staff is requesting direction from the KURA on the proposed funding request.

Attachment A: Applicant Application Attachment B: Project Plans Attachment C: KURA Reimbursement Policy



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

APPLICATION FOR PROJECTS REQUESTING FUNDING FROM THE KURA

Applicant and Project Information

Applicant Name: 131 E SUN VALLEY RD LLL Representative: REID SAMBORN Phone: 208-720-8244 Email: REID, SAMBORNCEVEBALESTATE, COM

Name of Project: 1st & SUN VALLEY

Date Submitted:

Estimated Date of Completion:

Project Description: THREE STORY COMMERCIAL BUILDING IN RETCHUM CC DISTRICT.

Project Location: 131 E SUM VALLEY RO -> CORNER OF 1St AVE & SUN VALLEY RD

Projects Questions:

- 1. Is this project identified within the Urban Renewal Plan for KURA?
- 2. If identified in the Urban Renewal Plan, indicate section and page:
- 3. Estimated assessed value of project after completion (taxable value):
- 4. Will any KURA board members or staff financially benefit from the project?
- 5. New or retained jobs resulting from project:
- 6. Approximate return on public fund investment. (I.e. Public\$/Private\$)
- 7. Funding amount requested:

Applicant's Signature_	Rahl

Yes: 🗹	No: 🗆
Section: 6.1	Page: 12-13,16
\$ 5,500,000	
Yes: 🗆	No: 🗷
Full Time: 50+	Part Time:
\$ \$17	17, 735 /44, 200,000
\$ 147, 735, "	20

Date: 6/23/22

131 E Sun Valley Rd LLC PO Box 5023 Ketchum, ID 83340

Ketchum Urban Renewal Agency PO Box 2315 Ketchum, ID 83340

Application for requested funding from the KURA

Project Narrative:

The 1st and Sun Valley Rd commercial development is a new development to add five commercial spaces in the Ketchum core for five local business owners. The location of the project at 131 E Sun Valley Rd is currently leased to one tenant, Antique Alley, which sells antiques and old collectables. Ketchum will have a net gain of 4 commercial spaces after completion.

The project will become a 10,000 sqft building that will be subdivided into five separate commercial spaces. It is currently owned jointly by five local business ownership groups. The owners of the project are Reid Sanborn, Jennifer Hoey-Smith (Jennifer Hoey Interior Design), Scott Payne and Jamie Farmer (Farmer Payne Architects), Bill and Diane Banta (new business space), and Steve Kearns, Robin Story, and Victor Vandenberg (KMV Builders). All of the business owners provide good paying professional jobs to our city and are all outgrowing their current leased spaces in town. The project will provide for a permanent location moving forward to help each business grow and thrive and free up the current leased spaces to new or smaller businesses.

The 1st and Sun Valley Rd project was designed taking into consideration the downtown core design review guidelines with a design focus on bringing the old town feel mixed with some modern elements. Currently the sidewalks surrounding this property are 5' wide and provide no amenities to the public on this highly trafficked area of the commercial core.

The proposed plan would increase safety by increasing the sidewalks to a minimum of 8' along Sun Valley Rd and 1st Ave, add a bulb out section on the corner of Sun Valley and 1st with seating areas, trees for shade, and new city lighting similar to the layout of the 83340 Building (Maude's) across 1st Ave. The public will also benefit from the safety of the heated paver sidewalk in the winters, built in and covered bench for the bus stop along Sun Valley Rd, a public covered bike parking area, parking areas on 1st Ave and Sun Valley Rd, and a clearly marked bus stop at Sun Valley Rd.

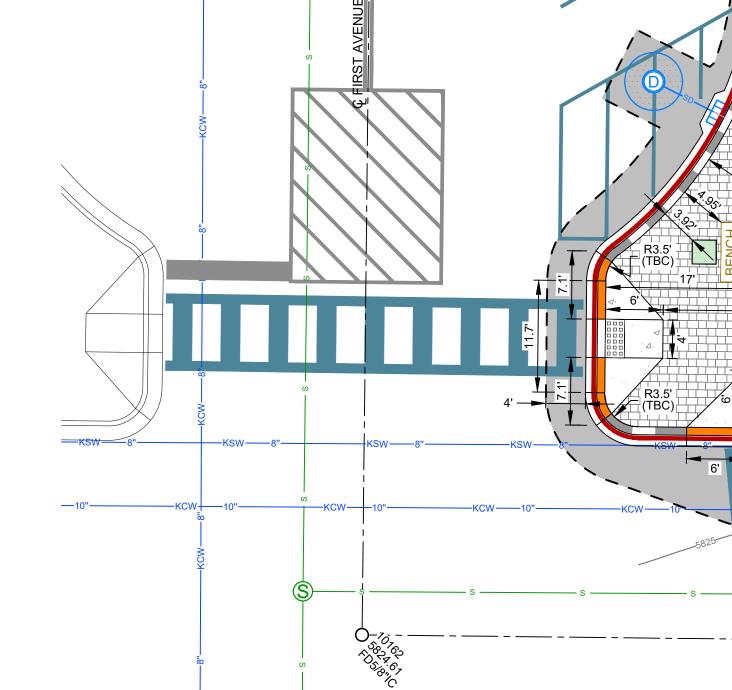
The project has passed design review and permit sets are being prepared for submission.

Project Questions in Detail:

- 1) Is this project identified within the Urban Renewal Plan for KURA? YES
- 2) If identified in the Urban Renewal Plan, indicate section and page. The Project is located in the Ketchum Urban Renewal Area and Ketchum Urban Revenue Allocation Area and further identified in section 5.1 Capital Improvements Plan pages 12-13 and 16.
- **3) Estimated assessed value of project after completion (taxable value):** \$5,500,000
- 4) Will and KURA board members of staff financially benefit from the project? NO
- 5) New or retained jobs resulting from the project: 50+ retained jobs, 5+ new jobs
- 6) Approximate return on public fund investment. (i.e. Public \$ / Private \$) \$147,735 / \$4,200,000
- 7) Funding amount requested:
 - a. Sidewalk heating system: \$72,968
 - b. Pavers and installation: \$33,622
 - c. Street trees, irrigation, tree grates: \$58,020
 - d. Concrete bench in planter box for bus stop: \$6,500
 - e. Public Bench in Bulb out (1st Ave): \$2,000
 - f. Public Bike Rack: \$500
 - g. Total improvements: \$173,610
 - h. Less cost of normal concrete sidewalk: (\$25,875)
 - i. Total Requested Funding: \$147,735

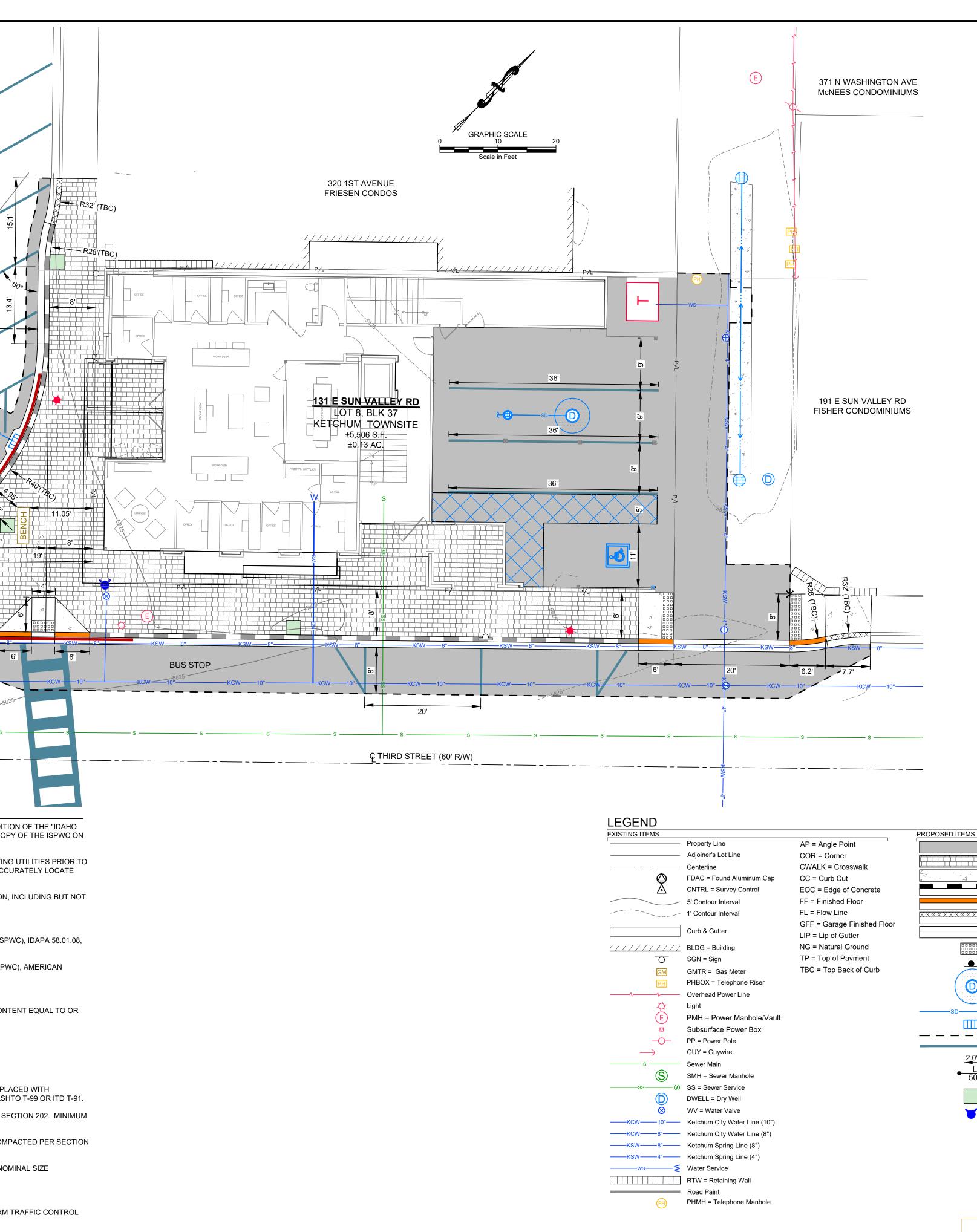
Map of Location: 131 E Sun Valley Rd





CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- 4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- 8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
- 9. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- 10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- 11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- 12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91. 15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE
- CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 18. ALL CONCRETE FORM WORK SHALL SHALL CONFORM TO ISPWC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C.
- 19. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING, 02/12/07. LOCATIONS OF WATER AND SEWER MAINS AND SERVICES SHOWN HEREON ARE PER THE OFFICIAL WATER AND SEWER SYSTEM MAPS PROVIDED BY THE CITY OF KETCHUM.
- 21. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.



- 🗕 🗕 — — Sawcut Line 2.0% • <u>LIP</u> 50.00

Asphalt Pavers Concrete Sidewalk 6" Concrete Rolled Curb Curb Transition (6" Rolled to Zero Reveal) Curb Transition (6" Vertical to 6" Rolled) Zero Reveal Curb & Gutter ADA Access Truncated Dome Sigr Drywel Storm Drain Catch Basin Road Paint Grade Spot Elevation Tree Well Improved Fire Hydrant BS = Bottom of Steps FFE = Finished Floor @ Entry LIP = Lip of Gutter POC = Point on Curve PRC = Point of Reverse Curve PT = Point of Tangent TA = Top of Asphalt TBW = Top Back of Walk TS = Top of Steps Trash Bin ADA Accessible Route (not painted)

- BENCH Bench
 - Transforme
 - Streetlight

C BUILDIN Ζ OFFICE щĸ VALLE C SUN SIT Š Ś $\overline{}$ DESIGNED BY DRAWN BY SMF CHECKED BY --L I RI S & S T C1.0

LEGEND

EXISTING ITEMS P/L Property Line Adjoiner's Lot Line — — Centerline (Δ) ♨ //////// BLDG = Building SGN = Sign GM Dr. Light -0-GUY = Guywire _____ S _____ (S) ——KCW——10"—— Ketchum City Water Line (10") ——KCW——8"—— Ketchum City Water Line (8") KSW 8" Ketchum Spring Line (8") RTW = Retaining Wall Road Paint PHMH = Telephone Manhole PH

FDAC = Found Aluminum Cap CNTRL = Survey Control 5' Contour Interval 1' Contour Interval Curb & Gutter GMTR = Gas Meter PHBOX = Telephone Riser PMH = Power Manhole/Vault PP = Power Pole Sewer Main SMH = Sewer Manhole $-\omega$ SS = Sewer Service DWELL = Dry Well WV = Water Valve

AP = Angle Point COR = Corner CWALK = Crosswalk CC = Curb Cut EOC = Edge of Concrete FF = Finished Floor FL = Flow Line GFF = Garage Finished Floor LIP = Lip of Gutter NG = Natural Ground TP = Top of Pavment TBC = Top Back of Curb

PROPOSED ITEMS

Pavers Concrete Sidewalk 6" Concrete Rolled Curb Curb Transition (6" Rolled to Zero Reveal) $\langle X X X X X X X X \rangle$ Curb Transition (6" Vertical to 6" Rolled)

Asphalt

Zero Reveal Curb & Gutter ADA Access Truncated Dome Sign Drywell

 Storm Drain Catch Basin - - - Sawcut Line

2.0% Grade



TA = Top of Asphalt TBW = Top Back of Walk TC = Top of Concrete TS = Top of Steps



Transformer

ADA Accessible Route (not painted)

Road Paint • LIP 50.00 Spot Elevation Tree Well Improved Fire Hydrant BS = Bottom of Steps FFE = Finished Floor @ Entry LIP = Lip of Gutter POC = Point on Curve PRC = Point of Reverse Curve PT = Point of Tangent

(S07b)

(S07

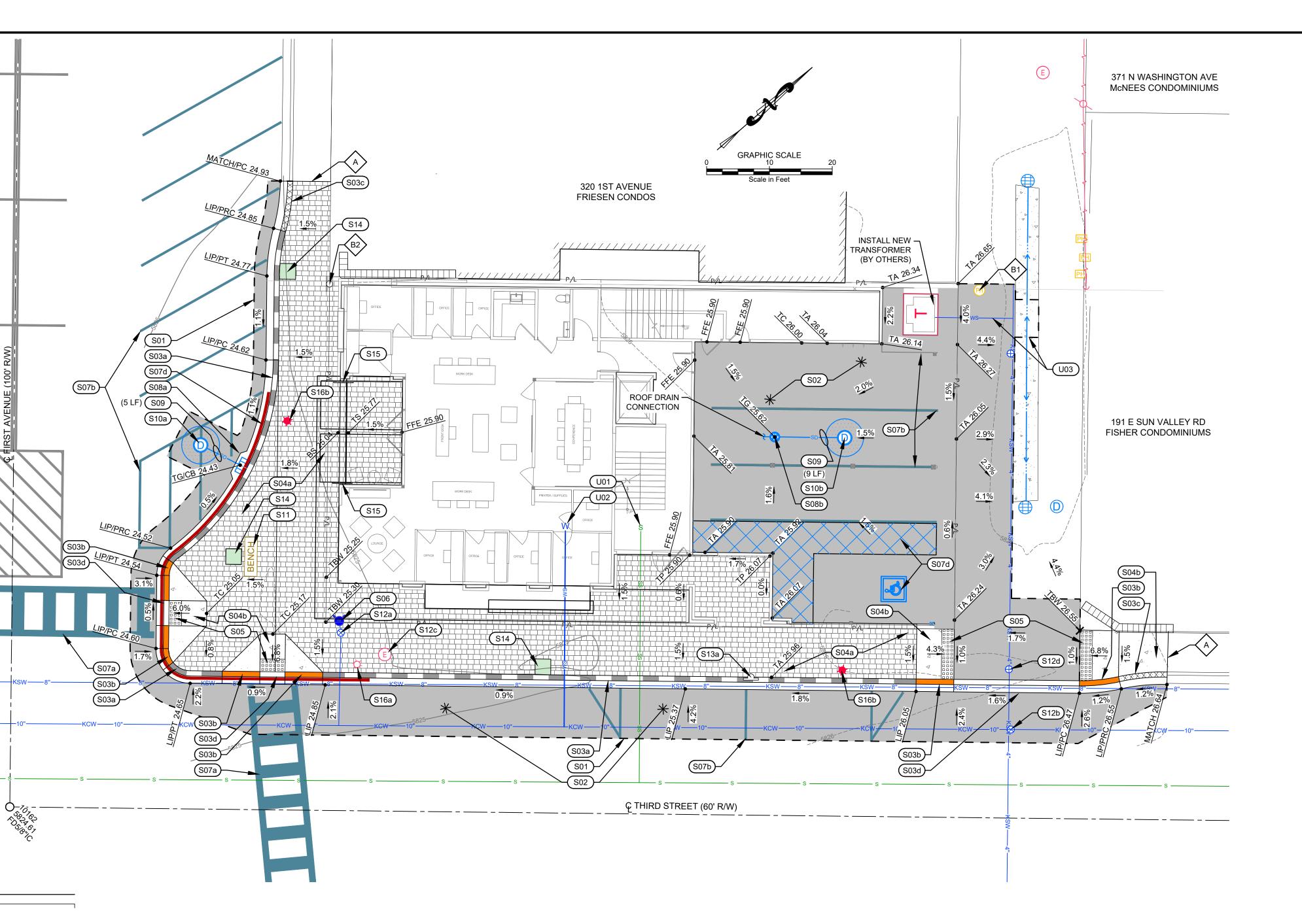
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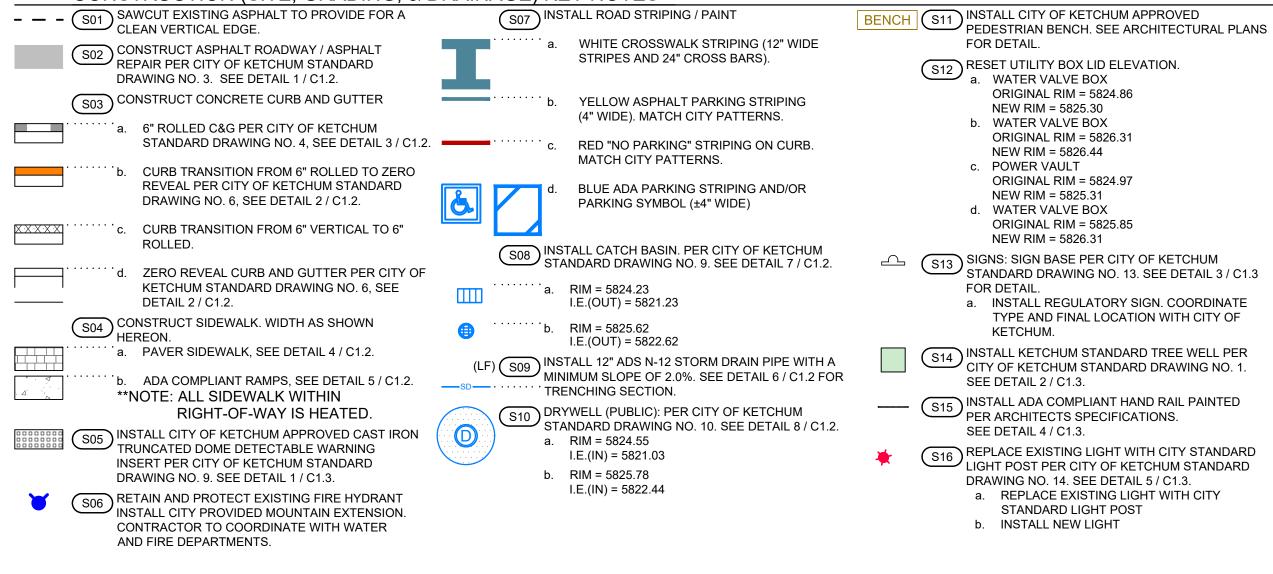




Trash Bin



CONSTRUCTION (SITE, GRADING, & DRAINAGE) KEY NOTES

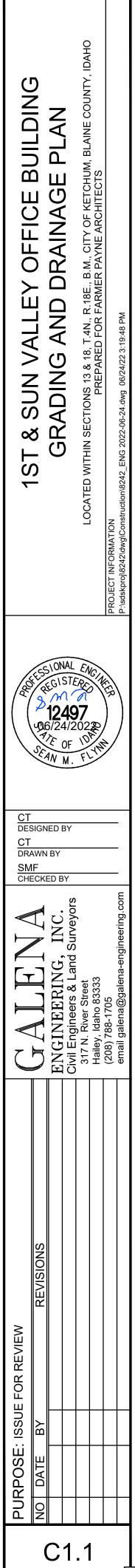


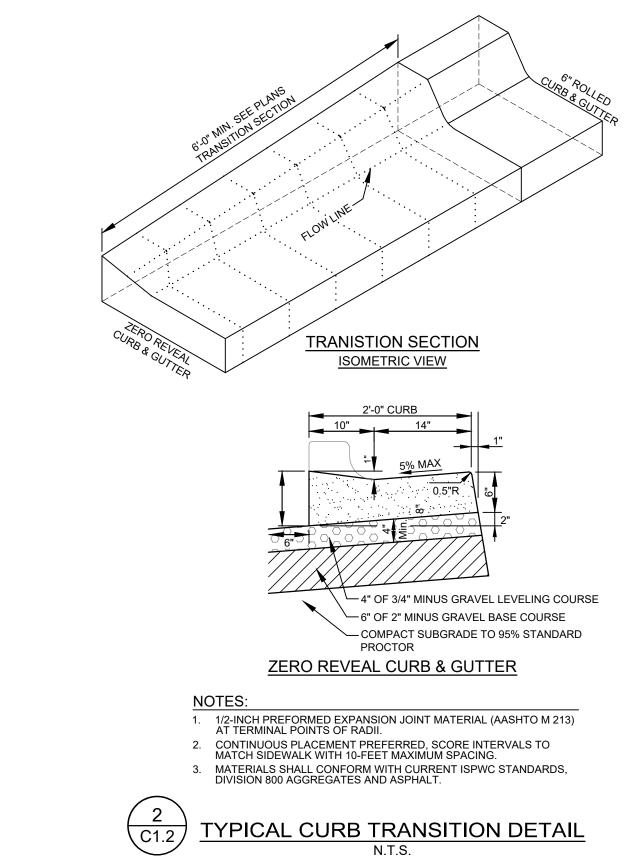
A MATCH EXISTING LINES AND GRADES

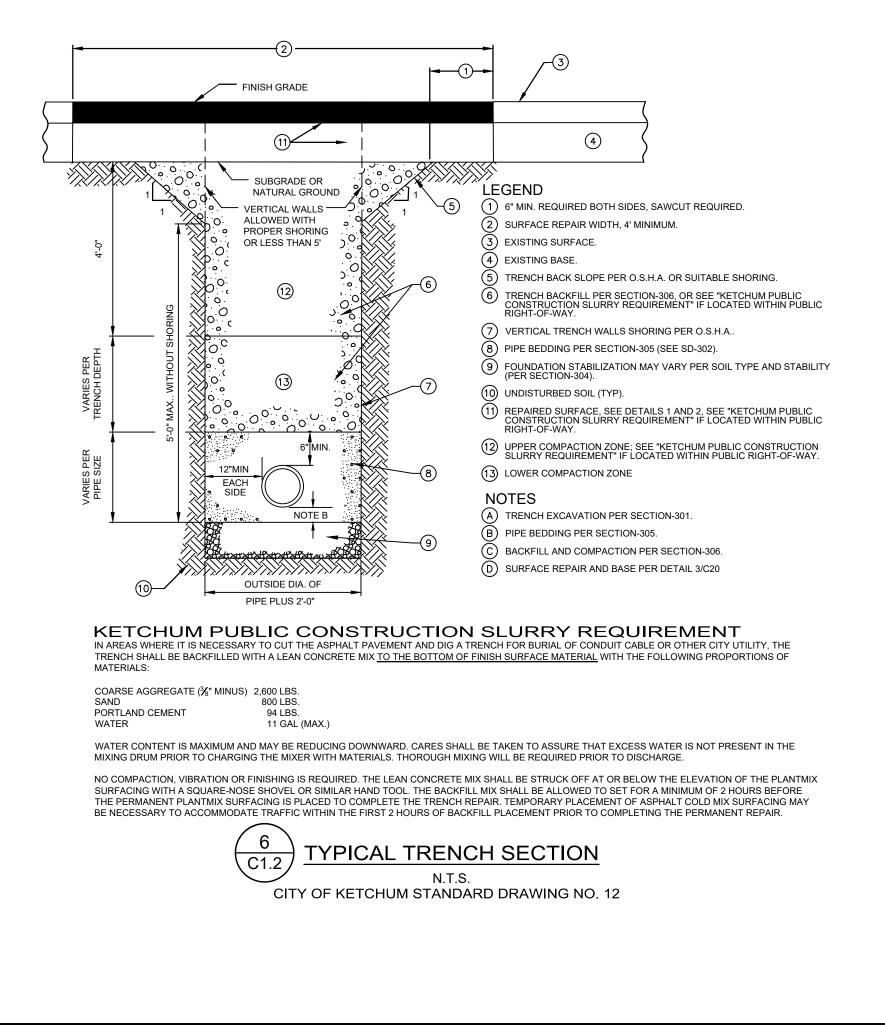
▲ RETAIN AND PROTECT B 1. COMMUNICATION MANHOLE 2. SIGN

UTILITY IMPROVEMENT KEY NOTES - (U01) UTILIZE EXISTING 4" SEWER SERVICE.

-ws- U02 INSTALL 3" POLY PIPE WATER SERVICE. SEE DETAIL 6 / C1.2 FOR TRENCHING STANDARDS. U03 LOCATE AND REMOVE EXISTING WATER SERVICE AND CAP AT WATER MAIN. REPAIR CONCRETE VALLEY GUTTER.







SLOPE VARIES

OF 2" MINUŚ AGGRÉGÁTÉ BAŚE ĆÓU

1. SUBBASE CAN BE 2" TYPE II OR ³/₄" TYPE I CRUSHED AGGREGATE

2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS,

GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS

TYPICAL ASPHALT SECTION

N.T.S.

CITY OF KETCHUM STANDARD DRAWING NO. 3

3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC

COMPACTED SUBGRADE

DIVISION 800 AGGREGATES AND ASPHALT.

S 4" OF 3/4" MINUS AGGREGATE LEVELING COURSE

3" OF ASPHALT

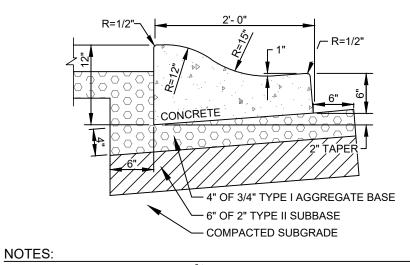
NOTES:

C1.2

BASE COURSE.

PROVIDED.

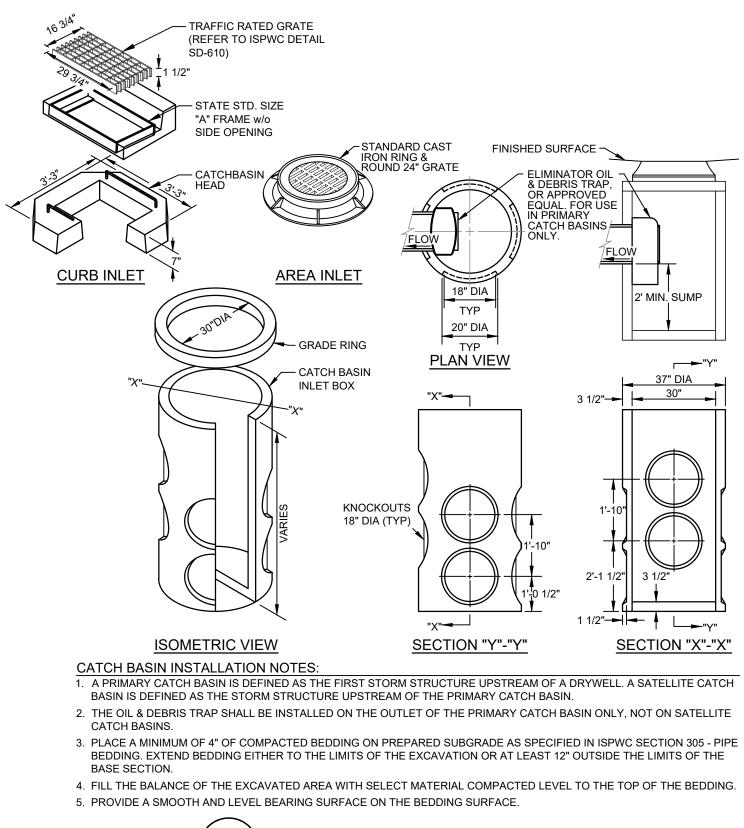
CITY OF KETCHUM STANDARD DRAWING NO. 6



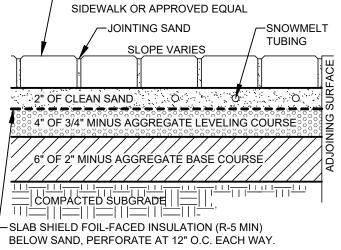
1. SUBBASE CAN BE 2" TYPE II OR $\frac{3}{4}$ " TYPE I CRUSHED AGGREGATE BASE COURSE. 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

- 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
- 4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS
- OF RADII. 5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING
- (8-FEET W/SIDEWALK).
- <u>CONCRETE ROLLED CURB & GUTTER</u> N.T.S. CITY OF KETCHUM STANDARD DRAWING NO. 4

C1.2



30" DIAMETER CATCH BASIN ∖C1.2 / N.T.S. CITY OF KETCHUM STANDARD DRAWING NO. 11 - MUTUAL MATERIALS "SUMMIT BLEND" ROMAN COBBLESTONE 6"x7" +/- CONCRETE PAVER



COMPACTED'SUBGRADE

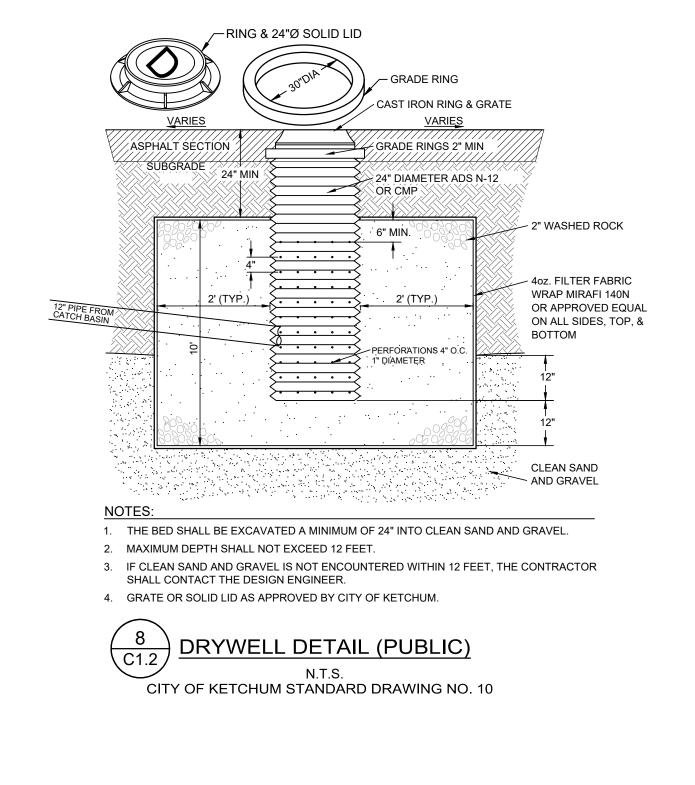
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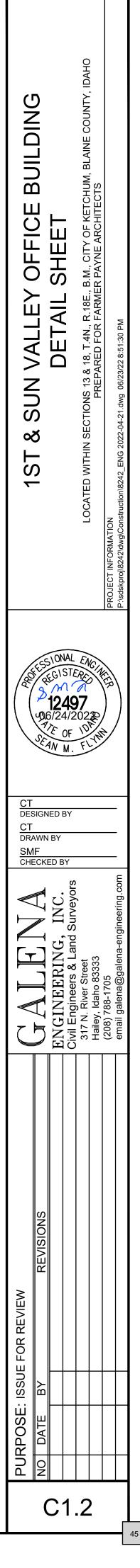
N.T.S.

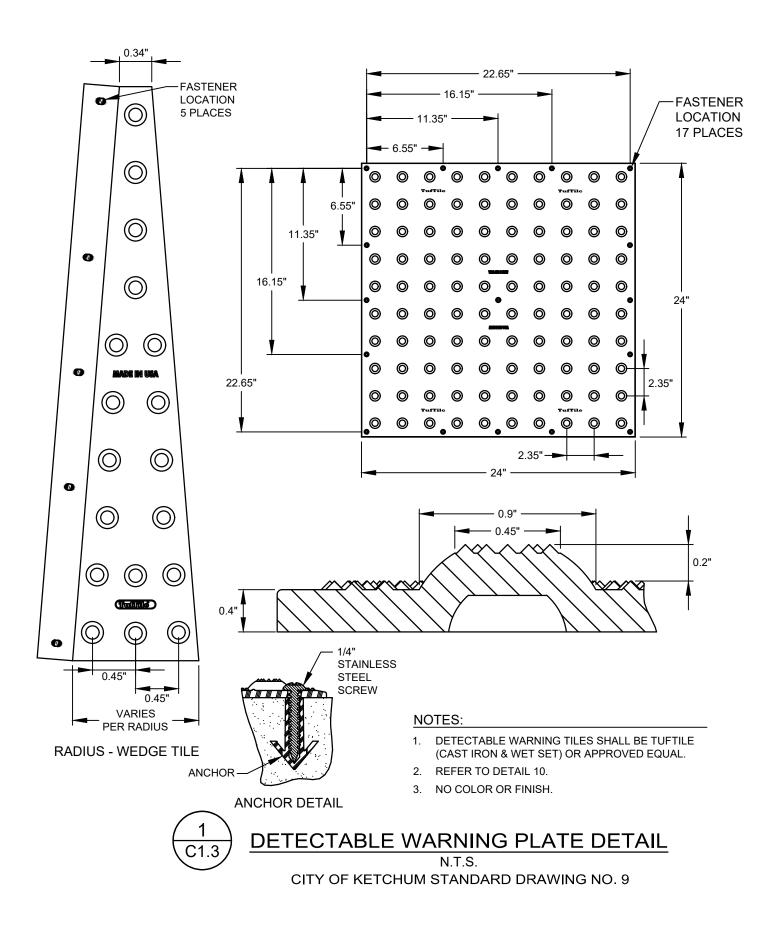
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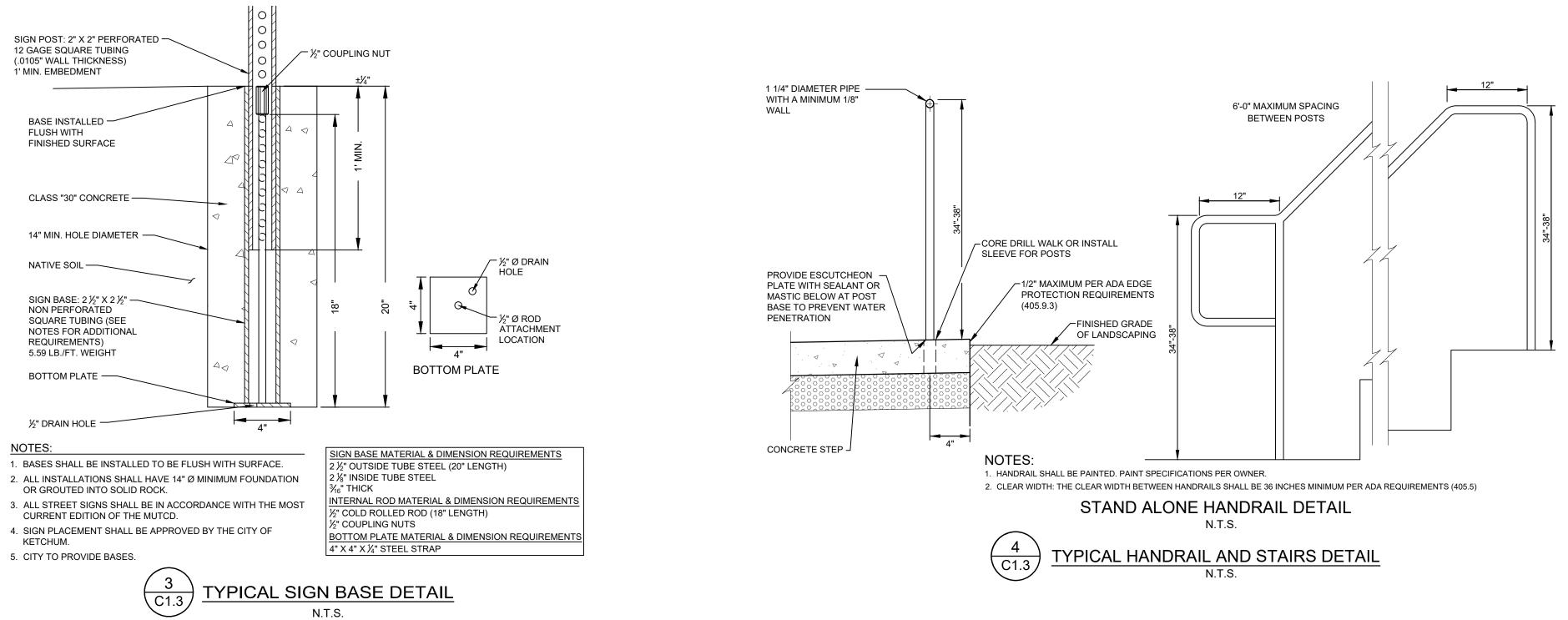
C1.2

SLOPE VARIES 5" OF CONCRETE 2" OF 3/4" MINUS AGGREGATE LEVELING COURSE 6" OF 2" MINUS AGGRÉGATÉ BASE COURSE COMPACTED SUBGRADE 5 **TYPICAL CONCRETE SECTION** C1.2 N.T.S. CITY OF KETCHUM STANDARD DRAWING NO. 7

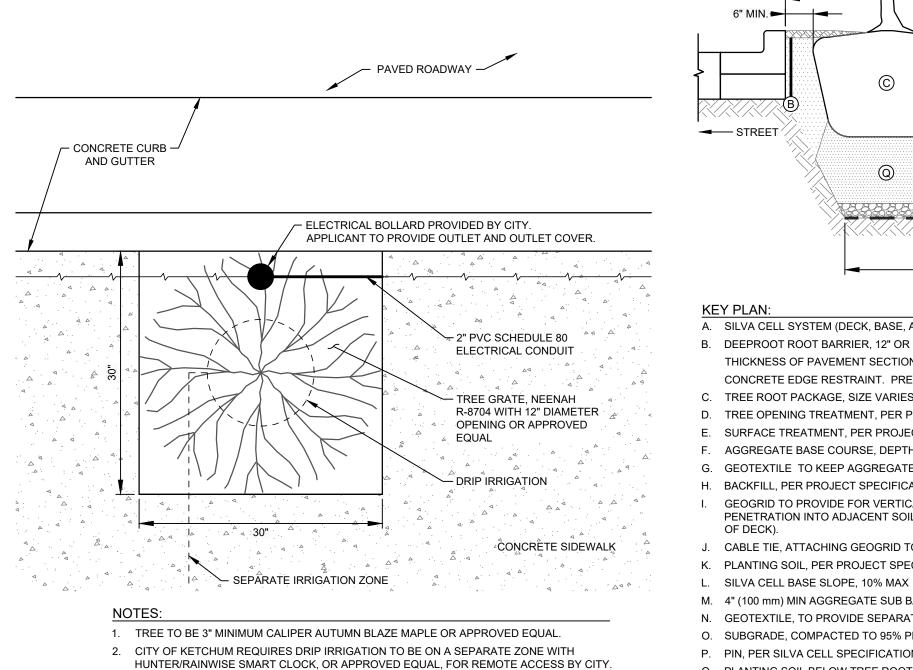








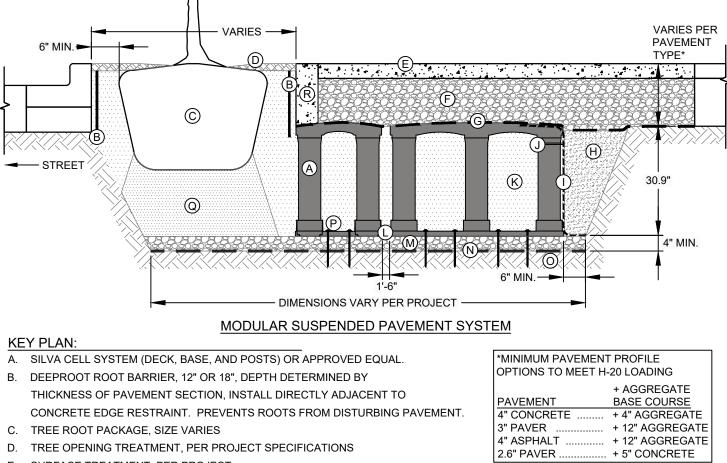
CITY OF KETCHUM STANDARD DRAWING NO. 13



- HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY. 3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR
- TIE TO A CITY CIRCUIT FOR POWER.
- 4. NO DIRECT BURIAL WIRE PERMITTED.
- 5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

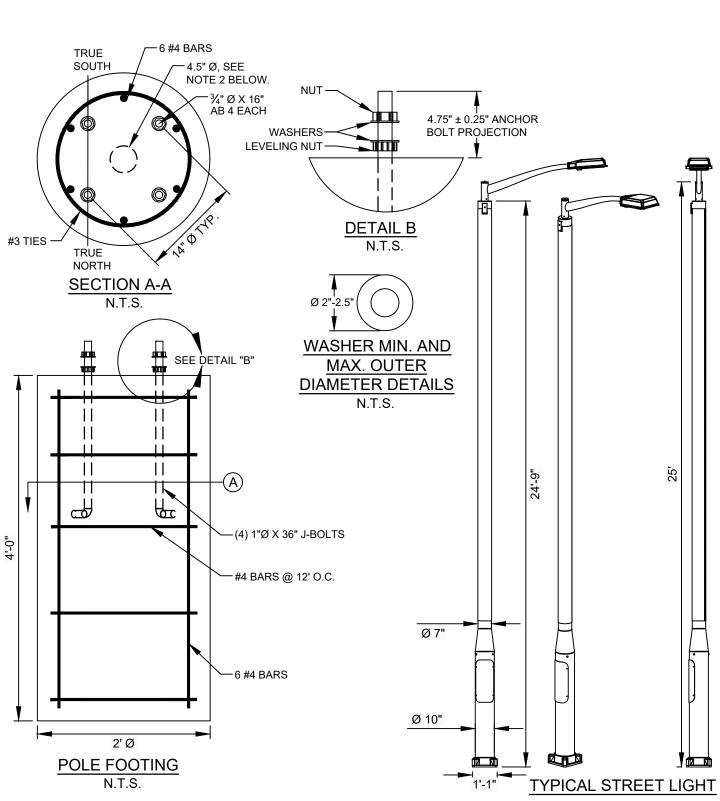
PLAN VIEW

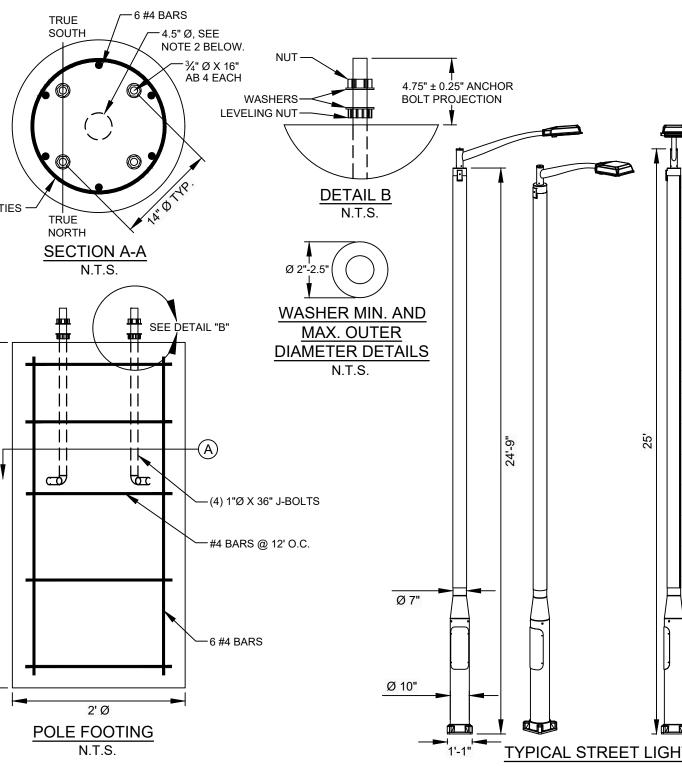




- E. SURFACE TREATMENT, PER PROJECT F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
- G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK H. BACKFILL, PER PROJECT SPECIFICATIONS
- GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
- N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

- NOTES:
- 2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL





- GRID-TIED POLES.
- 5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF KETCHUM.

P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION

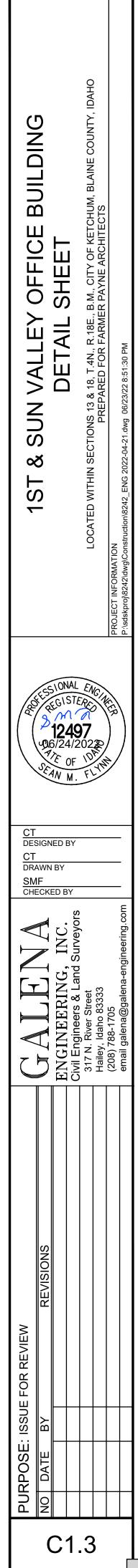
SECTION VIEW

1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.

1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL. 2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" Ø CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE (IF REQUIRED) ARE 5' MIN. ABOVE THE BASE. 3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR

4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.





Cost Estimates: KMV Builders



131 E Sun Valley Rd - ROW Improvement Estimates

Snow melt system	72,968
Paver sidewalk over snow melt system	33,622
Three street trees, tree grates, and irrigation	58,020
Concrete landscaping planter box and public bench for bus stop	6,500
Public bench in bulb out (similar/mirror to Maudes)	2,000
Public Bike Rack	500
Total Row Costs	173,610
Less concrete sidewalks (2,250 sf x \$11.50)	(25,875)

Total requested funding

147,735

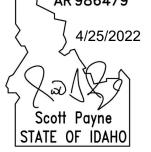


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SITE PERSPECTIVE RENDERING



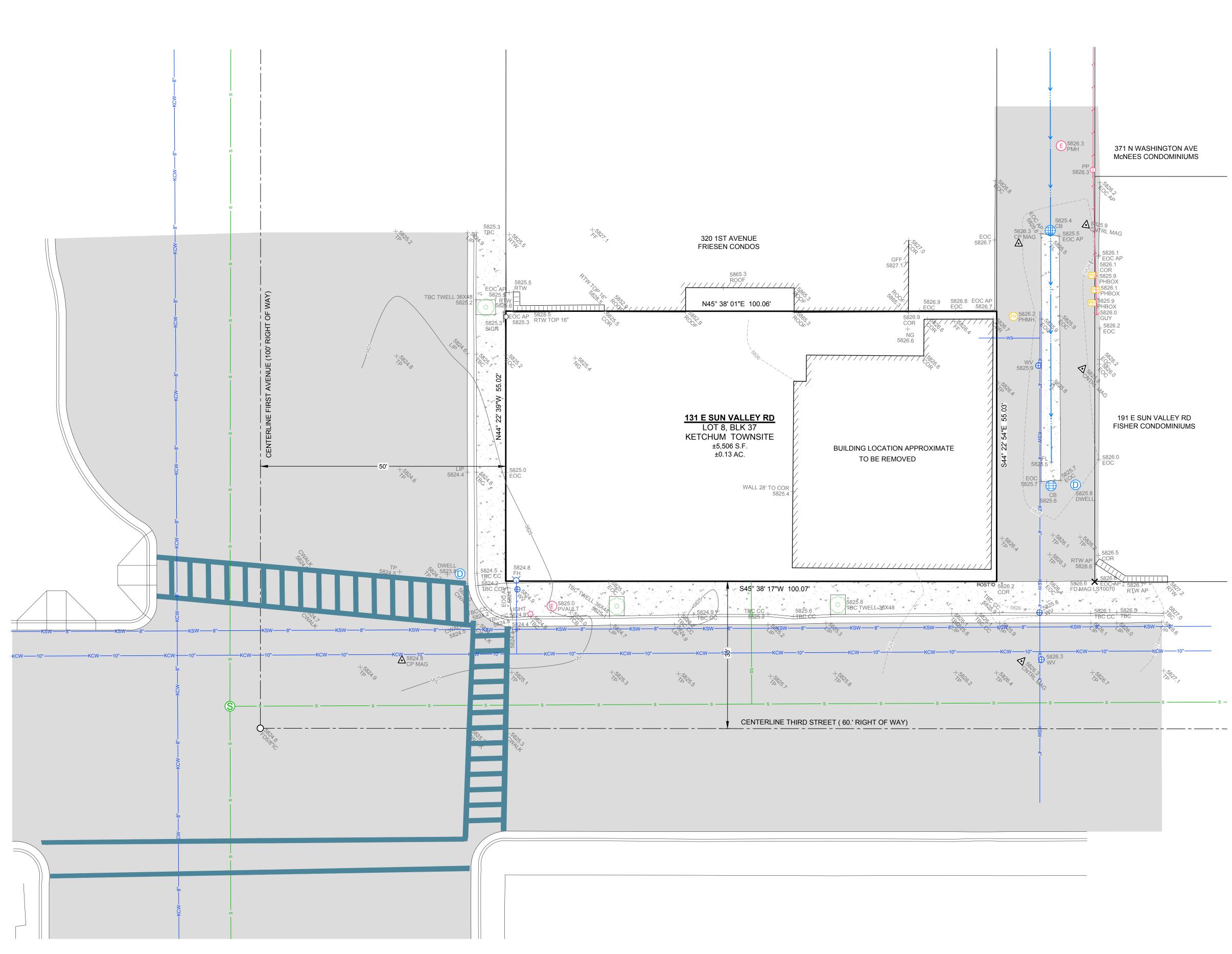
Jackson Hole 260 West Broadway, Suite A Jackson, WY 83001 T.307.264.0080 **Sun Valley** 351 N Leadville Ave, Suite 204 Ketchum, ID 83340 T.208.214.5155 Louisiana 910 Pierremont Rd. Suite 410 Shreveport, LA 71106 T.318.383.3100 ARCHITECT AR 986479 \$ 4/25/2022 5 Scott Payne STATE OF ÍDAHO This drawing and design is the property of Farmer Payne Architects, LLC. They are submitted on the condition that they are not to be used, reproduced, or copied, in whole or part, or used for furnishing information to others, without prior written consent of Farmer Payne Architects, LLC. All common law rights of copyright & otherwise are hereby specifically reserved. \succ U ШΖ _____ \square RD \triangleleft ALLEY | 83340 131 EAST SUN VA KETCHUM, ID { \square Ζ \supset Ш S \bigcirc Ш

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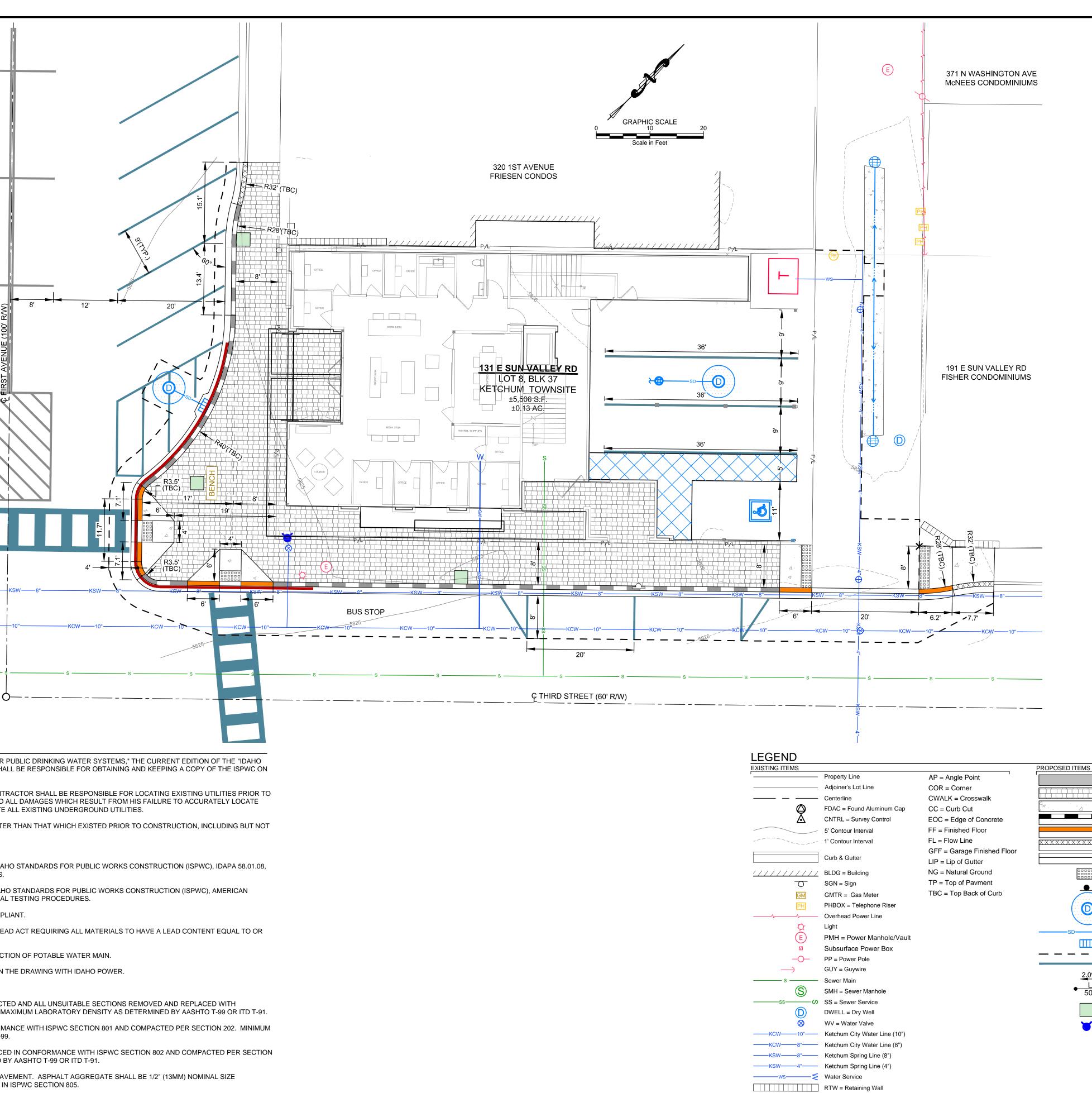


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CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- 4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- 8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
- 9. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.

- 10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- 11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- 12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91. 13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM
- COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99. 14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION
- 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91. 15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 18. ALL CONCRETE FORM WORK SHALL SHALL CONFORM TO ISPWC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C.
- 19. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY GALENA ENGINEERING, 02/12/07. LOCATIONS OF WATER AND SEWER MAINS AND SERVICES SHOWN HEREON ARE PER THE OFFICIAL WATER AND SEWER SYSTEM MAPS PROVIDED BY THE CITY OF KETCHUM.
- 21. PER IDAHO CODE 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.



- PHMH = Telephone Manhole

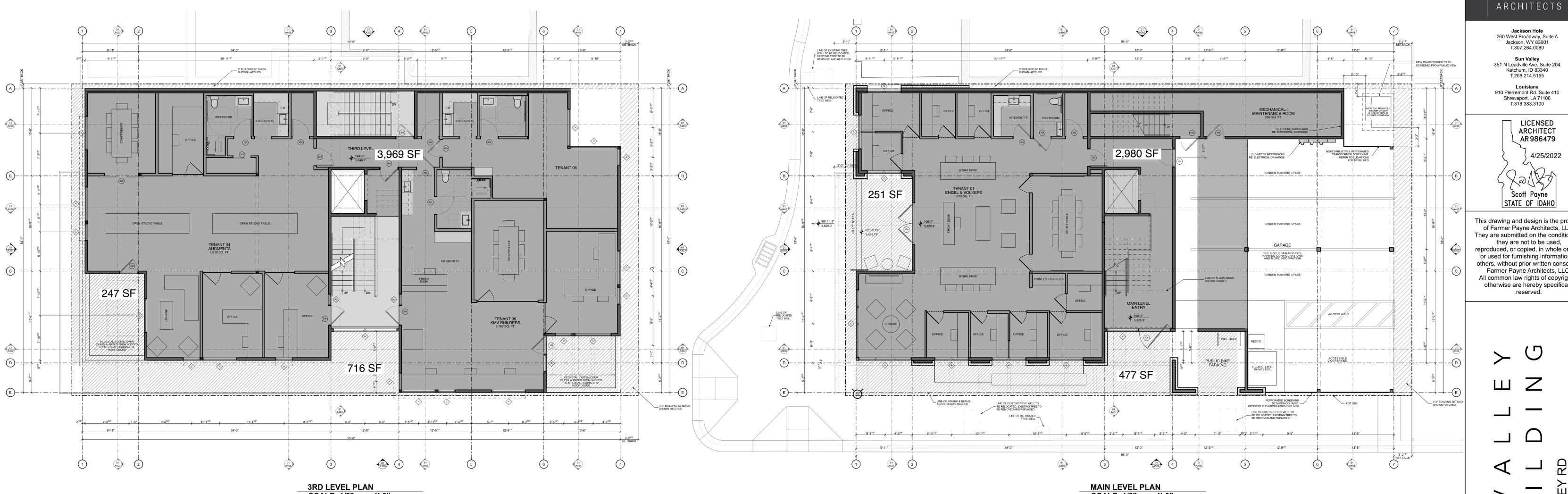
Road Paint

- Pavers \bigcirc - — — — Sawcut Line 2.0% • <u>LIP</u> 50.00
- Concrete Sidewalk 6" Concrete Rolled Curb Curb Transition (6" Rolled to Zero Reveal) Curb Transition (6" Vertical to 6" Rolled) Zero Reveal Curb & Gutter ADA Access Truncated Dome Sigr Drywel Storm Drain Catch Basin Road Paint Grade Spot Elevation Tree Well Improved Fire Hydrant BS = Bottom of Steps FFE = Finished Floor @ Entry LIP = Lip of Gutter POC = Point on Curve PRC = Point of Reverse Curve PT = Point of Tangent TA = Top of Asphalt TBW = Top Back of Walk TS = Top of Steps Trash Bin

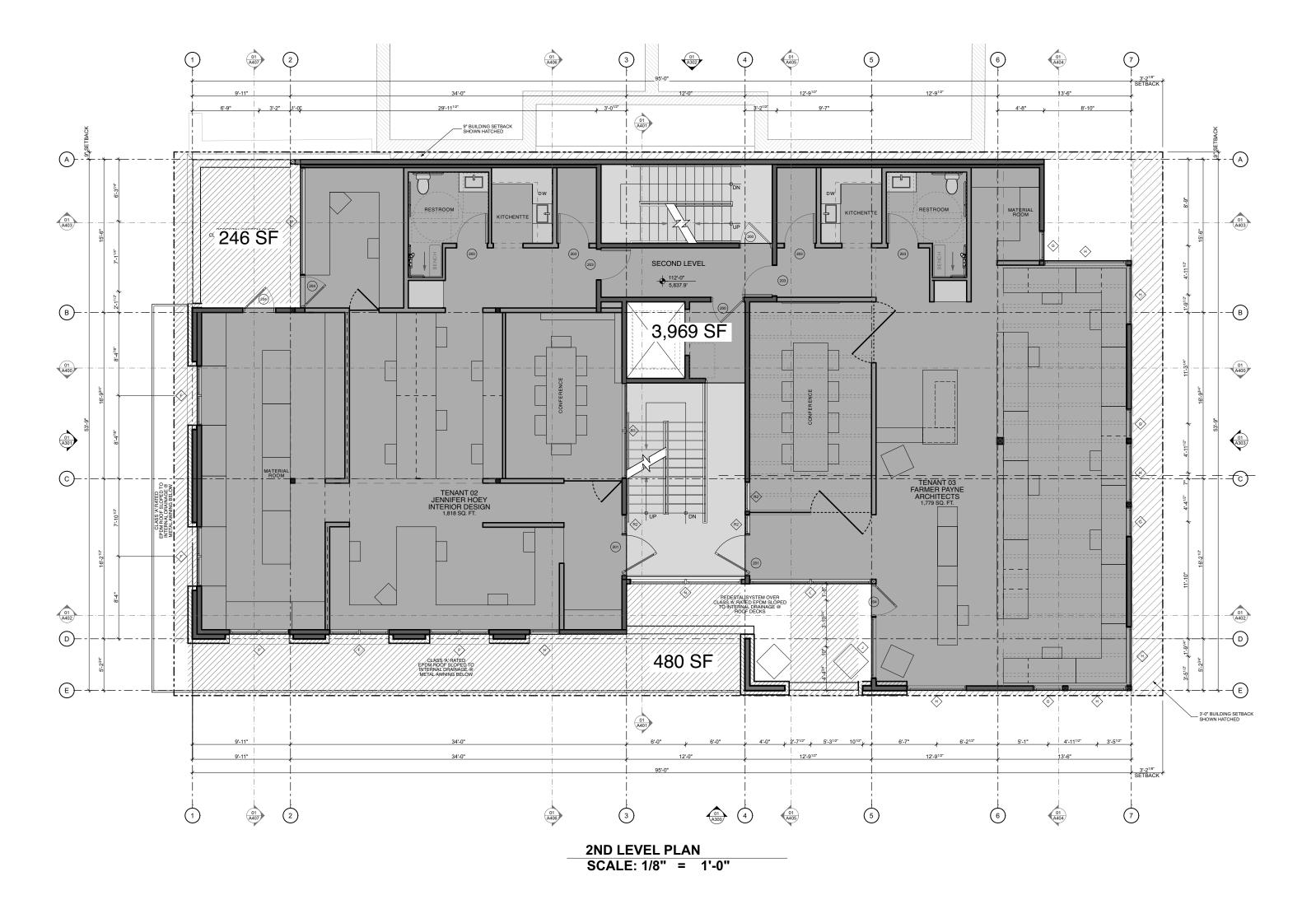
Asphalt

- ADA Accessible Route (not painted)
- BENCH Bench
 - Fransformer

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SCALE: 1/8" = 1'-0"



REQUIRED 5'-0" AVERAGE STREET FRONTAGE SETBACKS

STORY	SETBACK AREA	BUILDING FACADE LENGTH		TOTAL AVERAGE
Main Loval	South Side: 477' /	95'-0"	=	5.02'
Main Level	West Side: 251' /	48'-6 ^{1/4} "	=	5.17'
Second Level	South Side: 480' /	95'-0"	=	5.05'
	West Side: 246' /	48'-11 ^{3/4} "	=	5.02'
Third Loval	South Side: 716' /	94'-6 ^{1/2} "	=	7.58'
Third Level	West Side: 247' /	48'-6 ^{1/4} "	=	5.09'

SQUARE FOOTAGE TABULATIONS

PROPOSED GROSS SQUARE FOOTAGE

Main Level:
Tenant 01 -
Common Space -
Stair & Elevator -
Atrium -
Mechanical -
Garage (enclosed) -
Total

Second Level: Tenant 02 -Common Space -<u>Tenant 03 -</u> Total

Third Level: Tenant 04 -Common Space -<u>Tenant 05 -</u> Total

Total Gross:

SCALE: 1/8" = 1'-0"

1,813 sf 176 sf 222 sf 134 sf 209 sf <u>440 sf</u> 2,994 sf	
1,818 sf 372 sf <u>1,779 sf</u> 3,969 sf	
1,812 sf 395 sf <u>1,762 sf</u> 3,969 sf	
<u>10,932 sf</u>	

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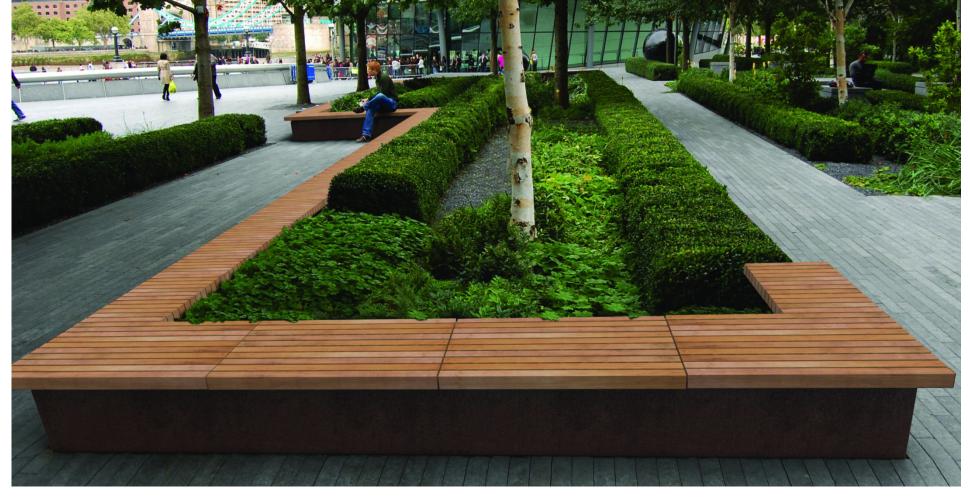
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LANDSCAPE LEGEND - MAIN LEVEL

LANDSCAPE LEGEND - WAIN LEVEL					
	SPECIES	QUANTITY	SIZE	KEY	
TREES	Verify Existing	3	Verify Existing	А	_
GRASSES	GRASSES Blue Oat Grass (Helictotrichon Sempervirer	13 / 1)	2 Gal. / 3 Gal.	B/C	_
	Pixie Fountain Hair grass (Deschampsia Cespitosa)	13	1 Gal.	D	

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NEW PAD MOUNTED TRANSFORMER & PAD BY IDAHO POWER COMPANY

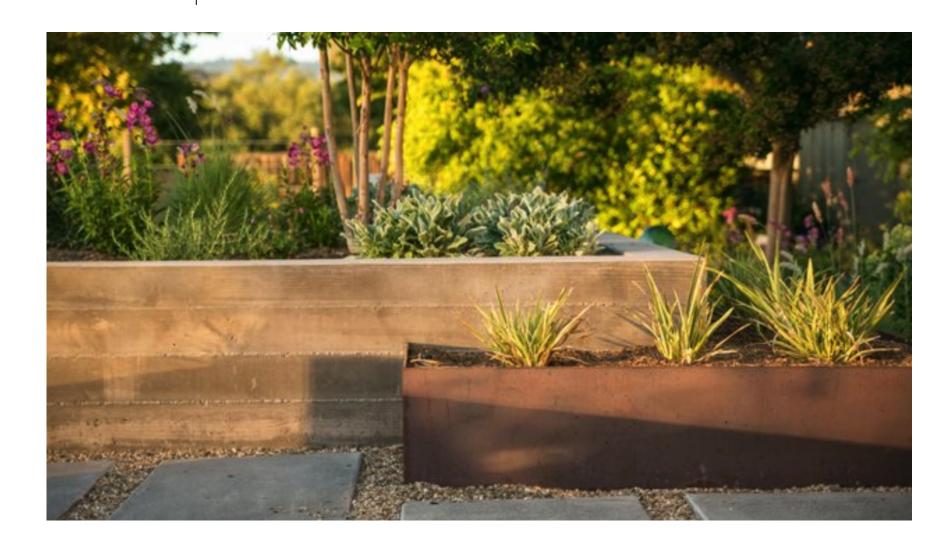
PIXIE FOUNTAIN HAIR GRASS 6 (4)(5)(01 (A405 9" BUILDING SETBACK SHOWN HATCHED MECHANICAL / MAINTENANCE ROOM 209 SQ. FT. TELEPHONE BACKBOAR RE: ELECTRICAL DRAWING (3) 3-METER METERPACKS _____ E: ELECTRICAL DRAWINGS _____ TANDEM PARKING SPACE - _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ TANDEM PARKING SPACE GARAGE SEE CIVIL DRAWINGS FOR PARKING CONFIGURATIONS AND MORE INFORMATION TANDEM PARKING SPACE LINE OF FLOOR ABOVE ---+ | OFFICE MAIN LEVEL ENTRY ACCESS AISLE <u>100'-0"</u> 5,825.9' BIKE RAC · — · — · — · — · + · — · — ACCESSIBLE VAN PARKING PUBLIC BIKE PARKING ____ _---PERFORATED SCREENING BETWEEN COLUMNS, — REFER TO ELEVATIONS FOR MORE INFO LINE OF EXISTING TREE WELL TO – BE RELOCATED, EXISTING TREE TO BE REMOVED AND REPLACED LOT LINE INE OF EXISTING TREE WELL TO

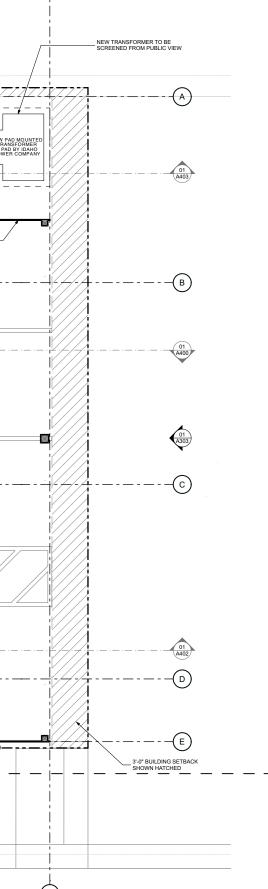


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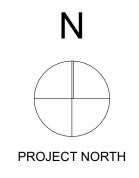




BLUE OAT GRASS



LANDSCAPE / SITE PLAN SCALE: 1/8" = 1'-0"





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2ND LEVEL LANDSCAPE PLAN SCALE: 1/8" = 1'-0"

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LANDSCAPE LEGEND - 2ND LEVEL

LANDSCAPE LEGEND - 3RD LEVEL

(Lonicera Sempervirens)

SPECIES

VINES Trumpet Honeysuckle

SIZE

1 Gal.

QUANTITY

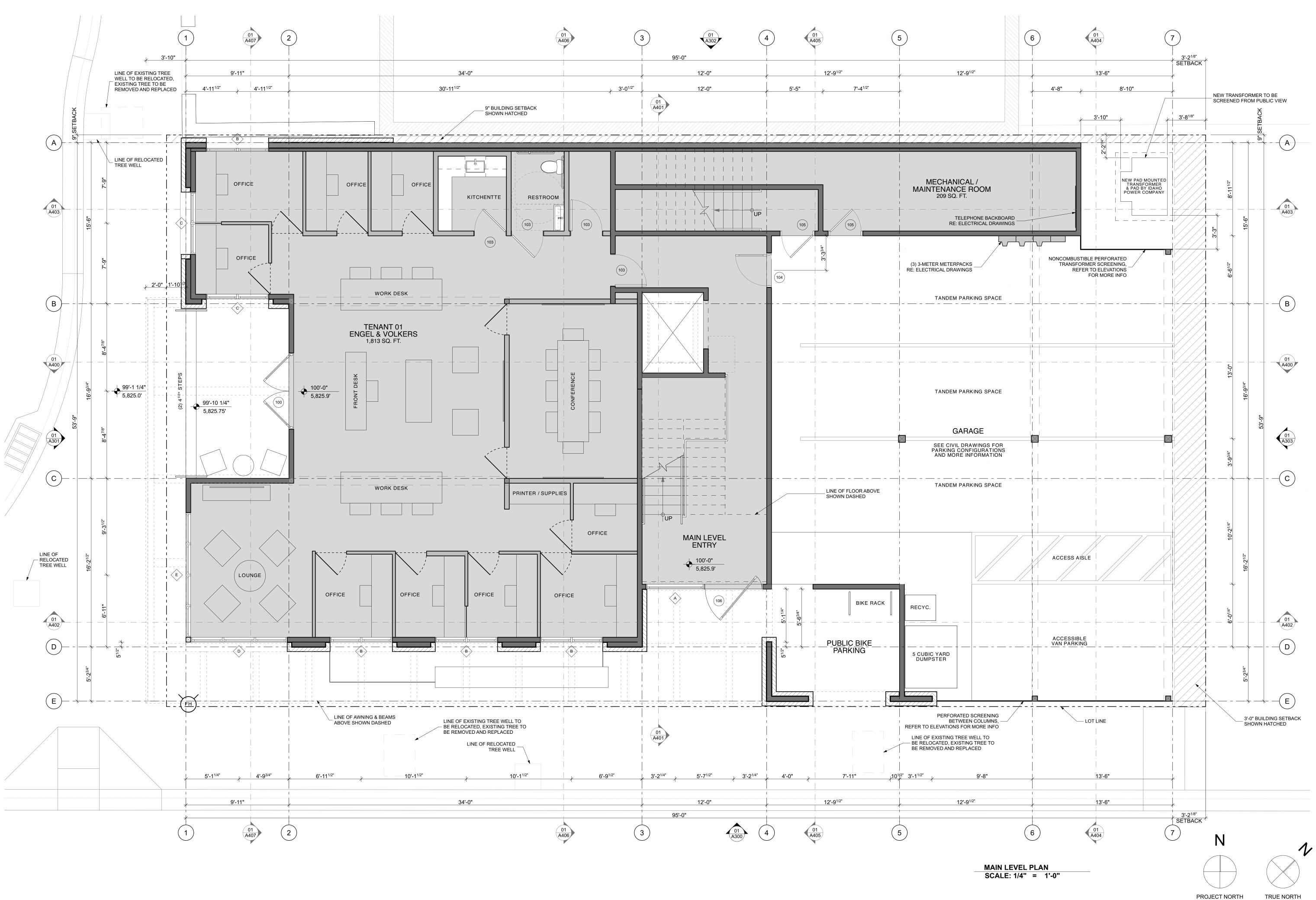
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TRUMPET HONEYSUCKLE

	SPECIES	QUANTITY	SIZE	KEY
VINES	Trumpet Honeysuckle (Lonicera Sempervirens)	57	1 Gal.	Е

A200B UPPER LEVEL LANDSCAPE PLANS 56 © FARMERPAYNEARCHITECTS V3

DESIGN REVIEW

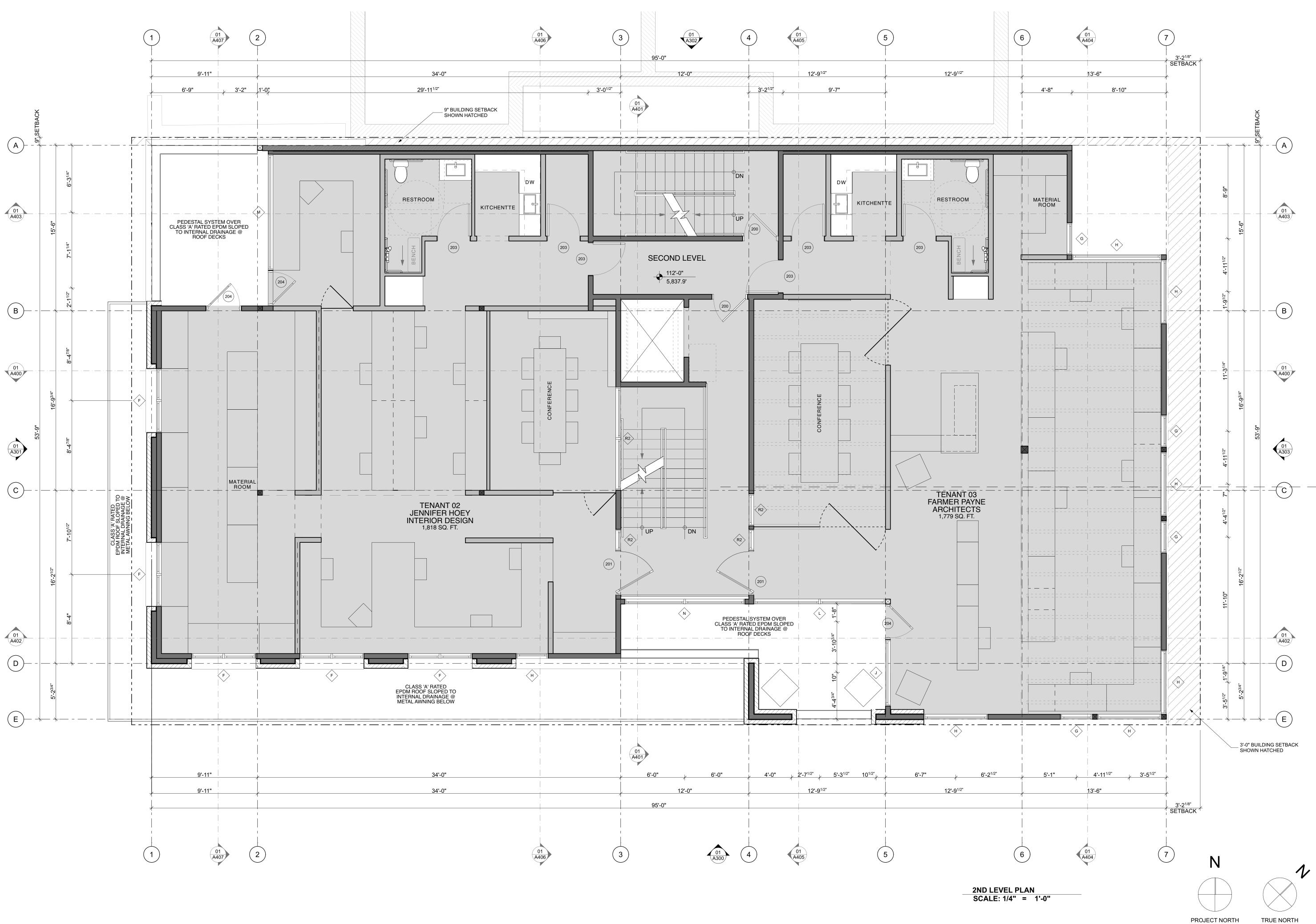


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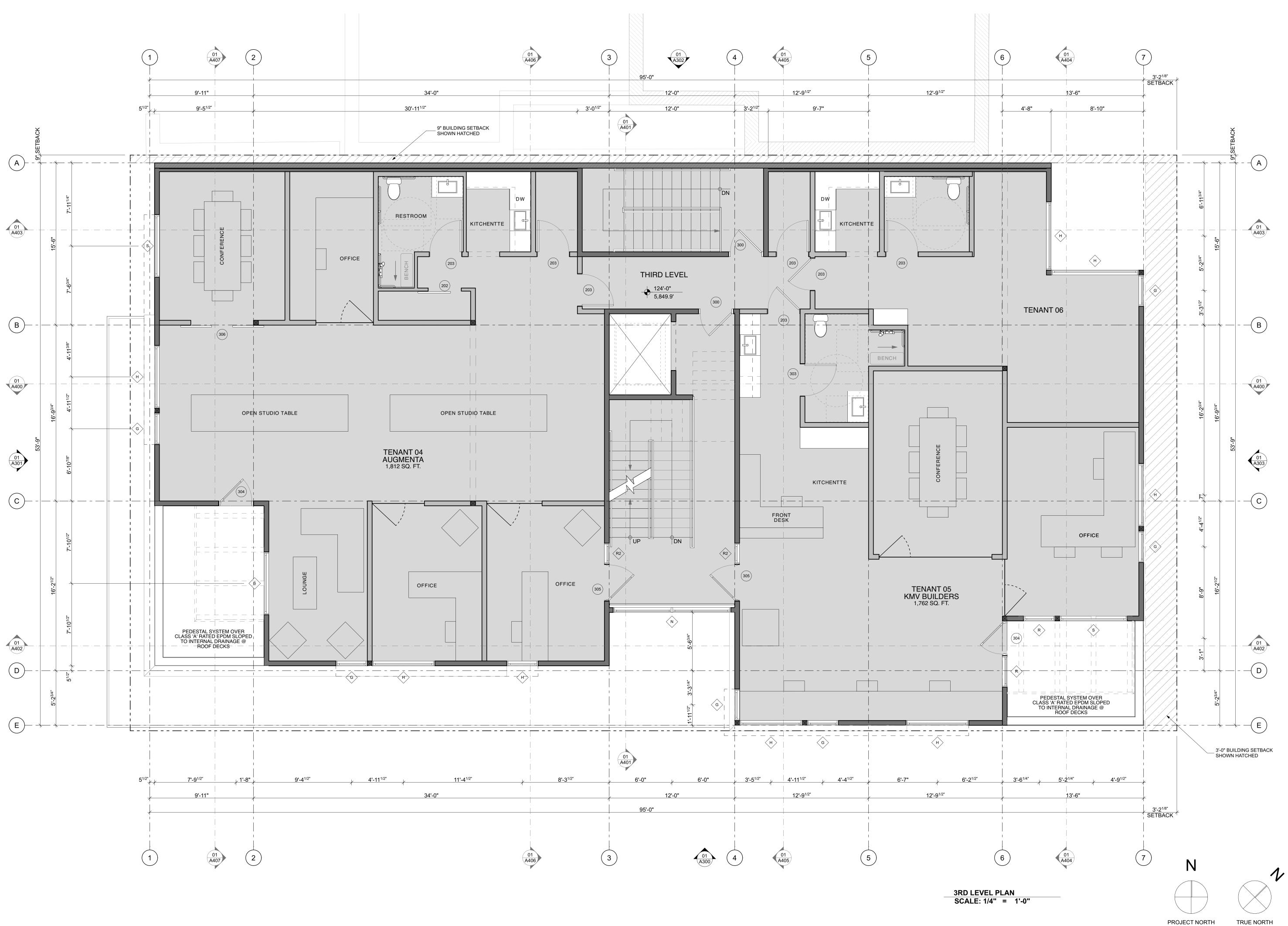
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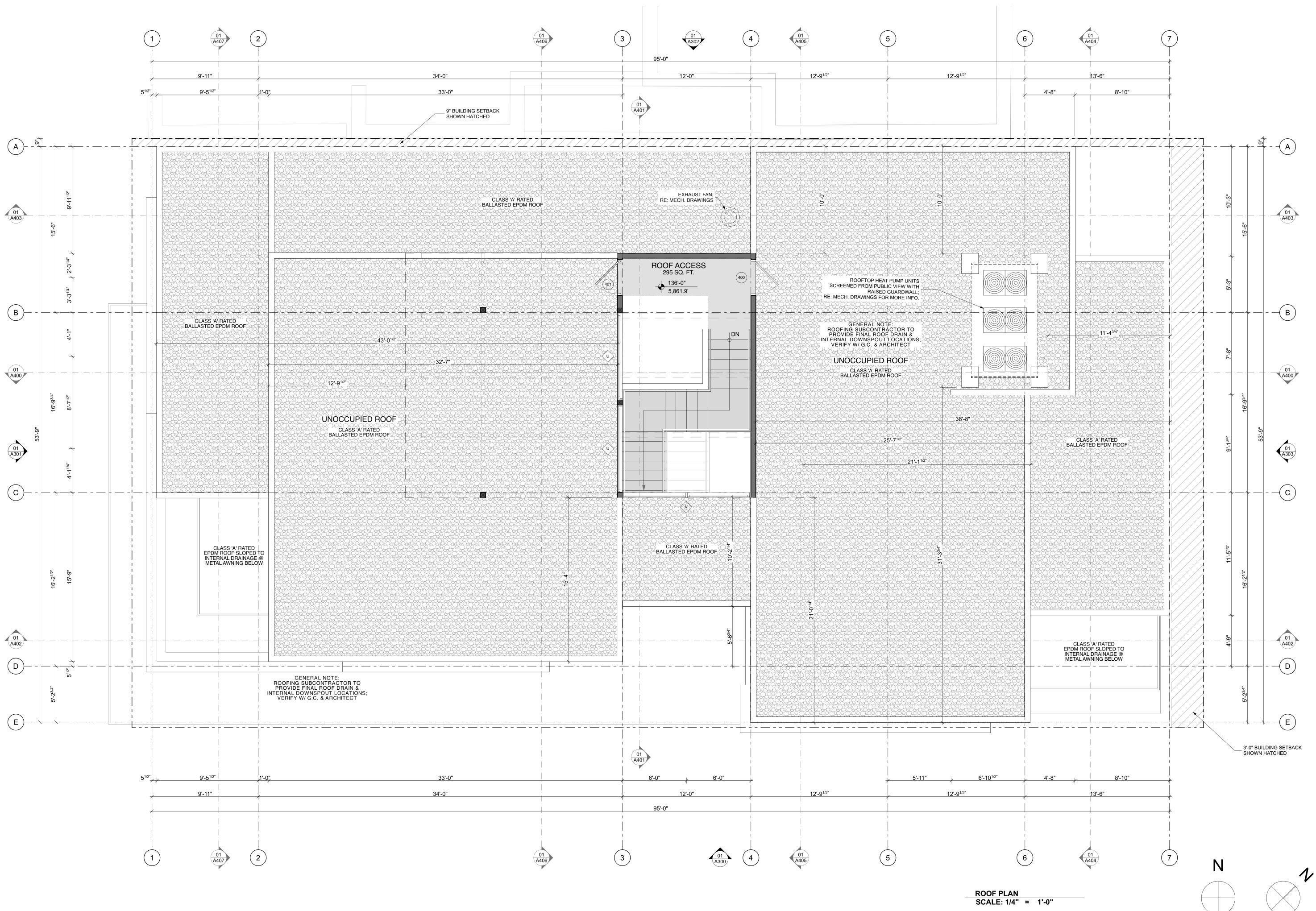


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3RD LEVEL PLAN

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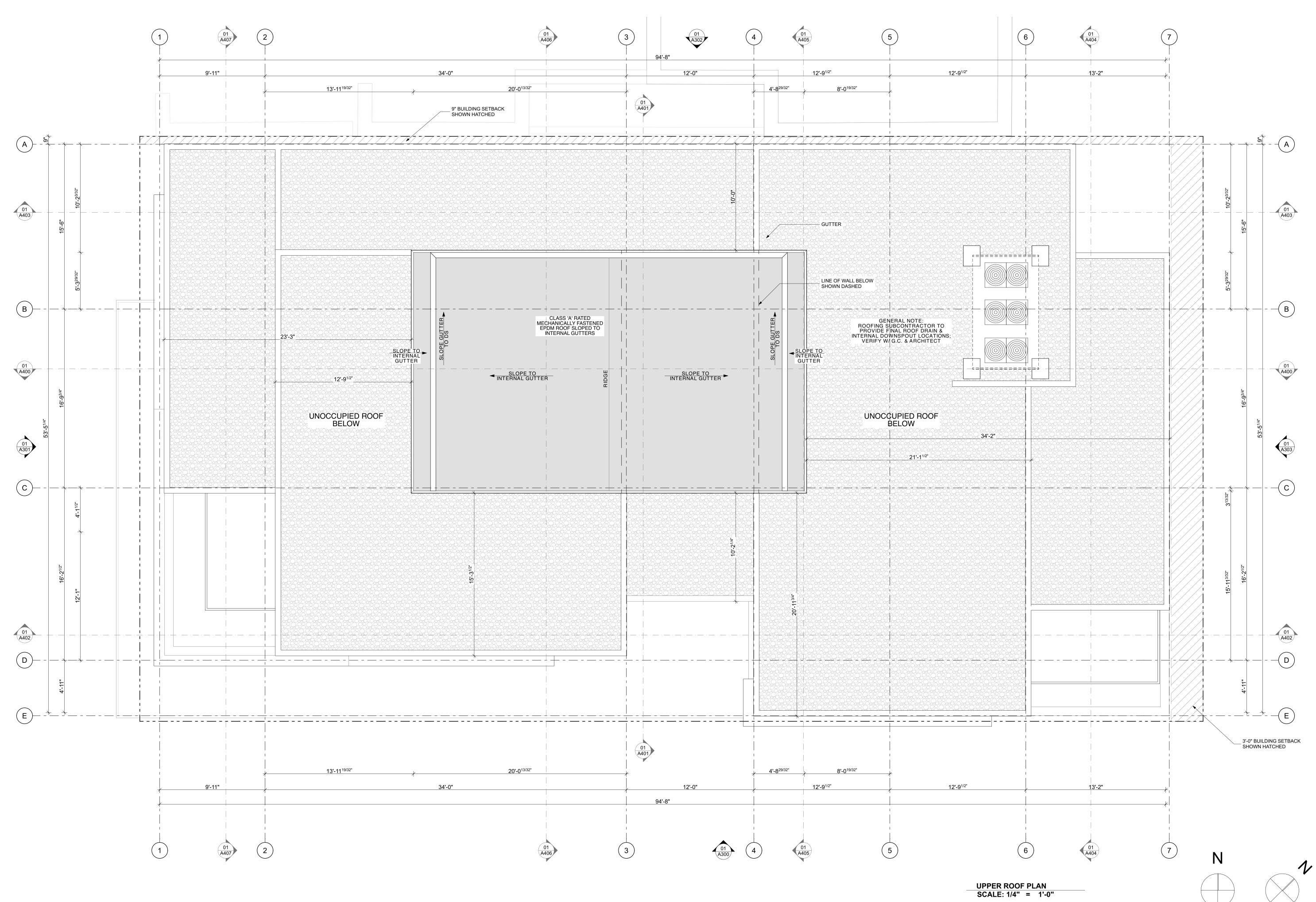
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ARCHITECTS **Jackson Hole** 260 West Broadway, Suite A Jackson, WY 83001 T.307.264.0080 Sun Valley 351 N Leadville Ave, Suite 204 Ketchum, ID 83340 T.208.214.5155 **Louisiana** 910 Pierremont Rd. Suite 410 Shreveport, LA 71106 T.318.383.3100 LICENSED ARCHITECT AR 986479 4/25/2022 wol! Scott Payne STATE OF IDAHO This drawing and design is the property of Farmer Payne Architects, LLC. They are submitted on the condition that they are not to be used, reproduced, or copied, in whole or part, or used for furnishing information to others, without prior written consent of Farmer Payne Architects, LLC. All common law rights of copyright & otherwise are hereby specifically reserved. C \succ ШΖ \square RD ALLEY 83340 131 EAST SUN KETCHUM, I Ζ $\mathbf{\Omega}$ \supset S S $\overline{}$

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PROJECT NORTH

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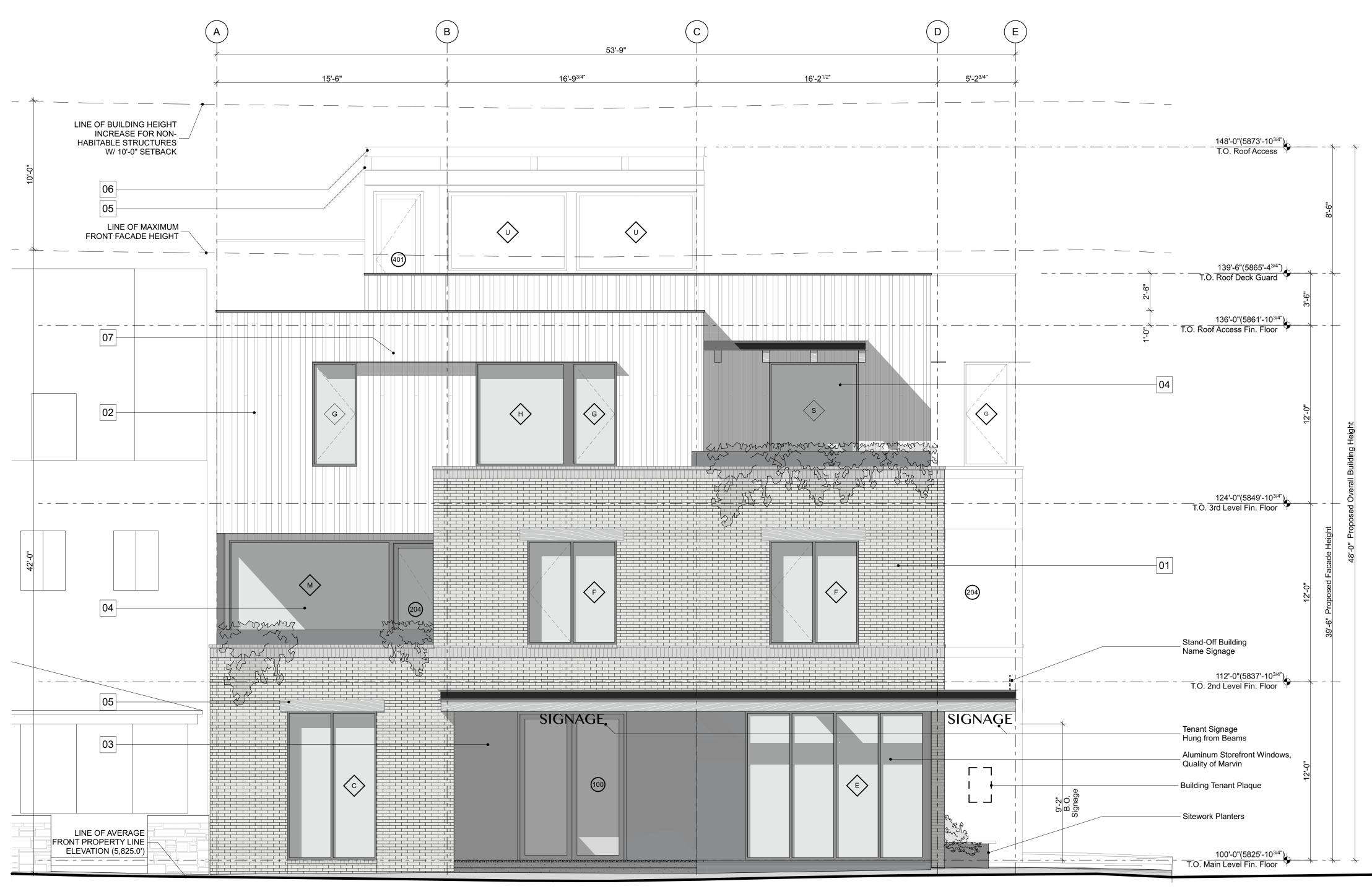


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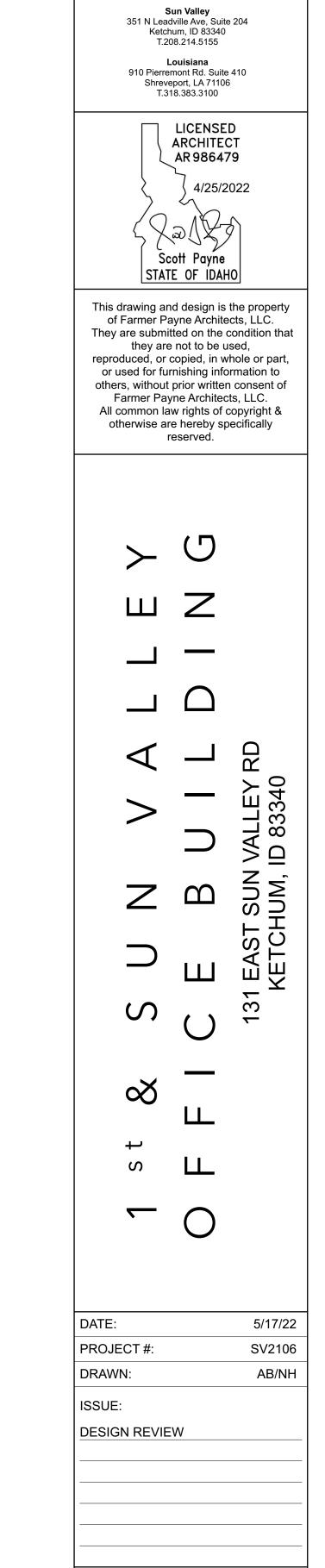


WEST BUILDING ELEVATION SCALE: 1/4" = 1'-0"



ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
- 04 Thermally Broken Aluminum Window / Door, Typ., Quality of Kolbe Ultra Series or Quaker
- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series



ARCHITECTS

Jackson Hole 260 West Broadway, Suite A Jackson, WY 83001 T.307.264.0080

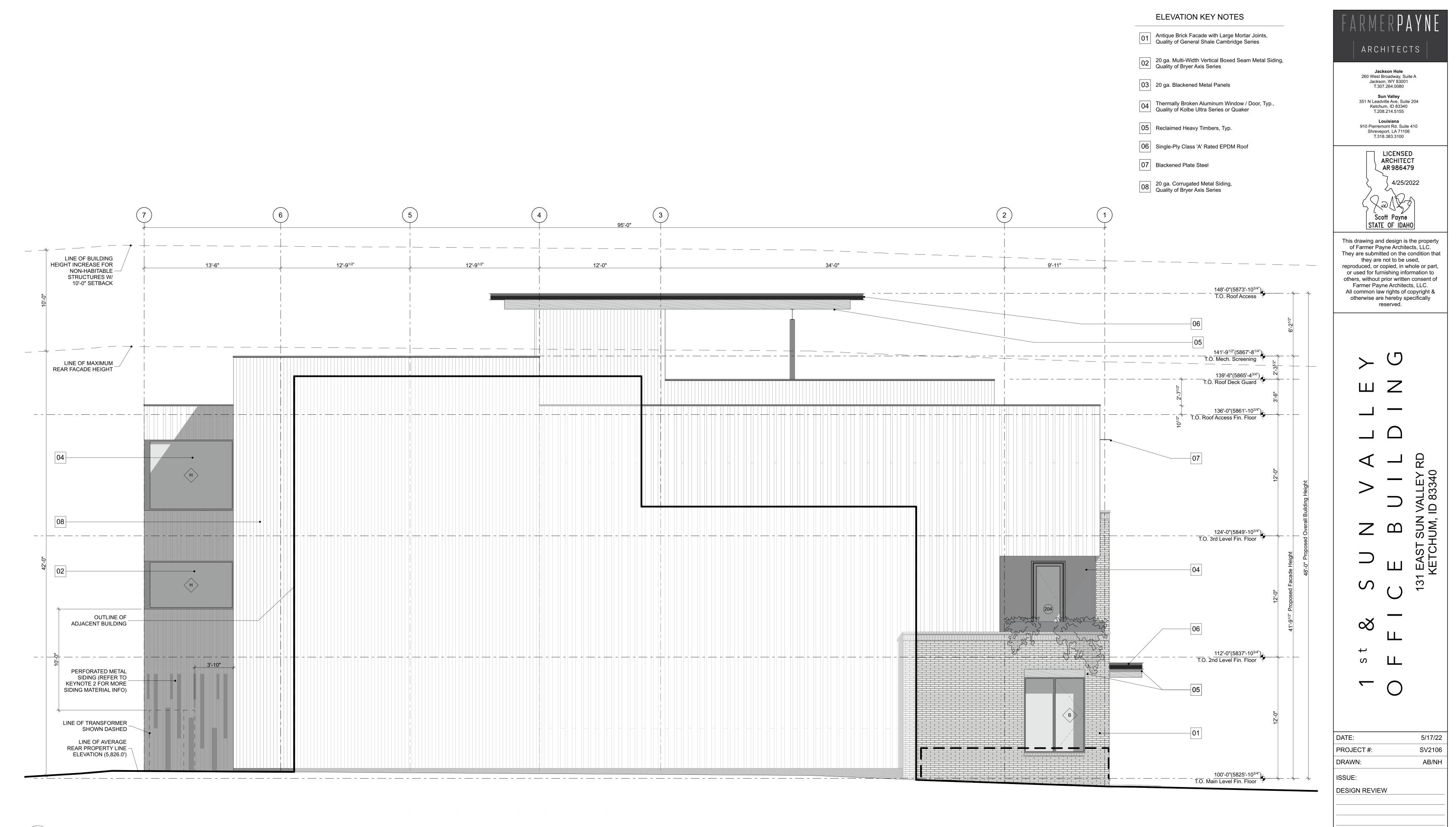


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NORTH BUILDING ELEVATION SCALE: 1/4" = 1'-0"

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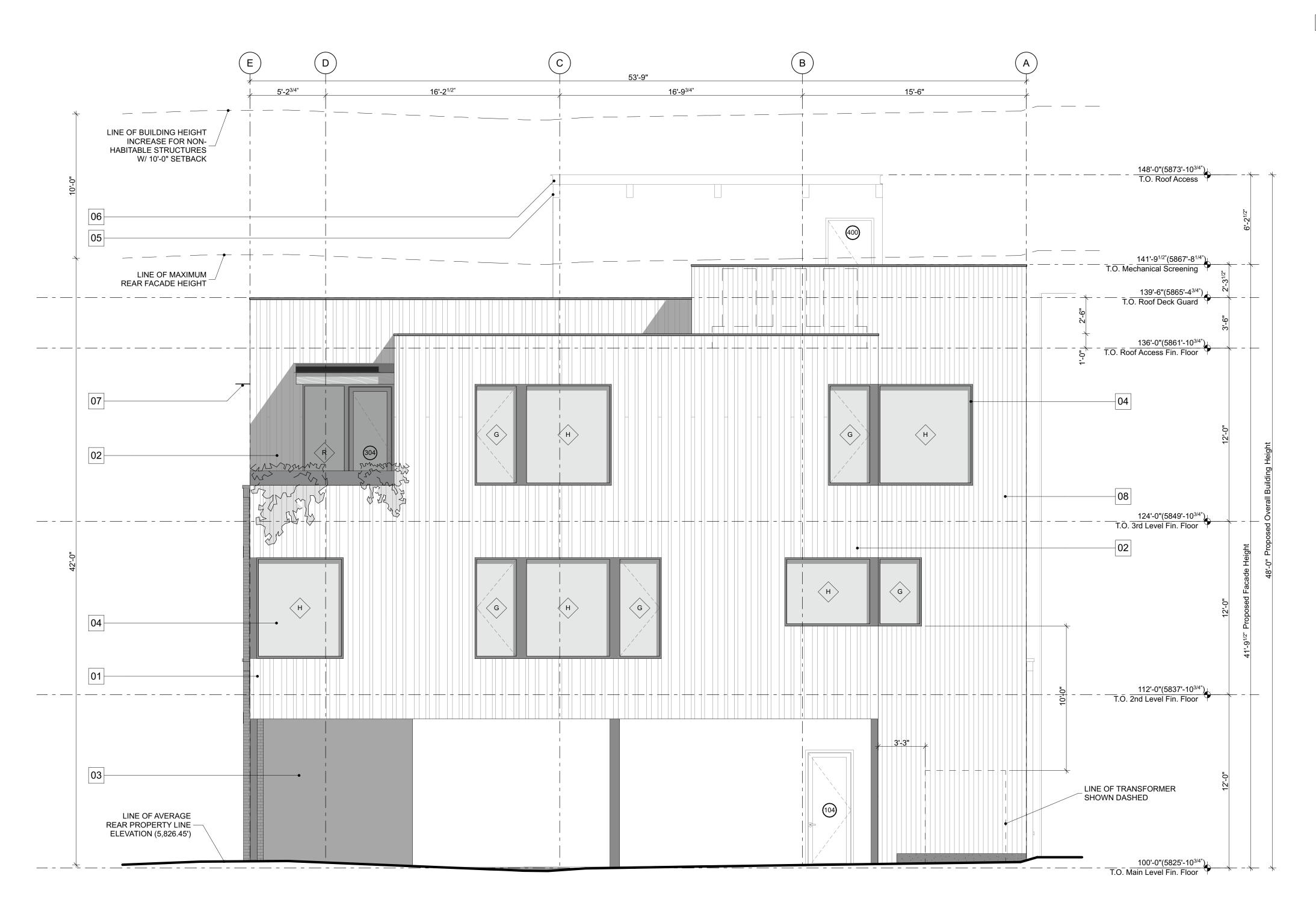




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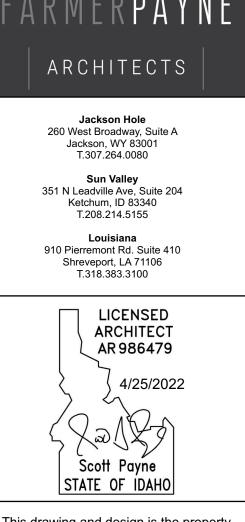
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01 EAST BUILDING ELEVATION SCALE: 1/4" = 1'-0"



ELEVATION KEY NOTES

- 01 Antique Brick Facade with Large Mortar Joints, Quality of General Shale Cambridge Series
- 02 20 ga. Multi-Width Vertical Boxed Seam Metal Siding, Quality of Bryer Axis Series
- 03 20 ga. Blackened Metal Panels
- 04 Thermally Broken Aluminum Window / Door, Typ., Quality of Kolbe Ultra Series or Quaker
- 05 Reclaimed Heavy Timbers, Typ.
- 06 Single-Ply Class 'A' Rated EPDM Roof
- 07 Blackened Plate Steel
- 08 20 ga. Corrugated Metal Siding, Quality of Bryer Axis Series



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	A303 EAST BUILDING ELEVATION
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PROJECT #:

DESIGN REVIEW

DRAWN:

ISSUE:

SV2106

AB/NH

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, AMENDING THE AGENCY'S PARTICIPATION POLICY; AUTHORIZING THE CHAIR AND EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; 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, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter the Ketchum Urban Renewal Agency is referred to as the "Agency."

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20 (the "Law"), and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (the "Act");

WHEREAS, 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, the Agency Board adopted a formal participation policy that sets out the criteria for funding projects requested by various entities on May 16, 2016;

WHEREAS, since May 16, 2016, the Agency has considered several requests for funding through the Participation Policy, which has raised the prospect for greater discretion and flexibility in response to requests for funding through the Participation Policy;

WHEREAS, by virtue of those requests, Agency staff has determined a need for an amendment to the Participation Policy;

WHEREAS, at the Agency Board meeting of June 19, 2017, the Board considered amendments to the Participation Policy;

WHEREAS, Agency adopted amendments to the Participation Policy July 17, 2017:

WHEREAS, the Agency adopted additional amendments to the Participation Policy on June 27, 2022;

WHEREAS, the Board finds it in the best interests of the Agency and the public to approve and adopt the Amended Participation Policy.

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:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Participation Policy, as amended, set forth below is hereby approved and adopted by the Agency Board, and that the Chair and Executive Director are authorized and directed to take all action to implement the Amended Participation Policy.

Participation Policy KURA Funding Criteria for Projects

Section 1: General Funding Criteria for All Projects:

- A. The KURA is not obligated to fund any project, even when the project meets all funding criteria. Funding a project is a discretionary decision by the Ketchum Urban Renewal Board.
- B. Funds generated from projects within the Revenue Allocation Area shall be used first and foremost for publically owned infrastructure and for infrastructure that serves a direct public purpose.
- C. Public infrastructure located below ground or at-grade shall be given priority.
- D. In rare circumstances, funding for a non-infrastructure request may be considered if it is found to meet the criteria described in the section below.
- E. Projects specifically identified in the 2010 Ketchum Urban Renewal Plan shall take priority for funding in all cases.
- F. All requests for Tax Increment Financing shall be made no later than thirty (30) days after the applicant applies for a building permits.
- G. The Agency shall not consider requests to fund public infrastructure that <u>have has</u>-been required by the City of Ketchum in exchange for development bonuses, such as density waivers, variances, and other development bonuses. In these situations, the public infrastructure that was required in exchange for development bonuses shall be paid by the private developer.
- H. Funding approvals are valid for the duration of the fiscal year in which the request was granted, unless otherwise stated in an agreement between the Agency and the entity.

Section 2: Project Funding Categories

- A. Reimbursement to Private Entities for Public Infrastructure
 - 1. Tax increment funds generated by a project within the Revenue Allocation Area may be allocated for reimbursement of public infrastructure expenses incurred by the private development.
 - 2. Reimbursement for public infrastructure shall commence after the project is generating a tax increment benefit to the Agency.
 - 3. No more than 50% of the total tax increment revenue generated from a project may be used for reimbursement to the project developer
 - 4. Commitments for reimbursement in Owner Participation Agreements shall not be greater than five years from the time the project is generating property tax revenue to the Agency.
 - 5. KURA may fund 40% of the cost of the following:
 - a. Cost differential between concrete sidewalks and paver sidewalks, snowmelt systems will not be funded
 - b. Installation of street trees
 - c. Art or other public amenities in the public right-of way
- B. Direct Funding of Public Infrastructure as Defined in Idaho Code §§ 50-2018(10), 50-2903(13) and 50-2903 (14):
 - 1. Tax increment funds may be used to directly finance public infrastructure without a reimbursement agreement.
 - 2. In these cases, payments should be made directly to a public entity, public utility, or other public or semi-public entity that will own and maintain the infrastructure.
- C. Funding for Non-Infrastructure Requests:
 - 1. Requests for funding non-infrastructure may only be considered when a good, service, or benefit is received by the KURA in exchange for funds. In these cases, the approval of funds would result in a benefit to the revenue allocation area that the KURA could not have achieved on its own.
 - 2. Entities requesting funding must be a legally recognized Idaho non-profit corporation organized under Chapter 30, Title 30, Idaho Code or equivalent or a public governmental entity and must have a proven track record of success.
 - 3. Non-infrastructure funding request must result in a net financial benefit to the KURA.
 - 4. Requests for funding administrative or operational costs shall not be considered except as may be proportionally allocated for the project.
- D. Funding of Residential Projects:
 - 1. Only residential projects that incorporate community housing, as defined by the City of Ketchum, will be considered for tax increment funding. Funding will be proportionate to the amount of community housing the project provides. For example, if ten out of 100 residential units are considered community housing, the Agency may consider funding 10% of infrastructure costs. All other residential projects will not be considered.
 - 2. Mixed-Use projects of any scale are considered commercial projects and may apply for tax increment financing, provided they meet all other criteria.

Section 3: 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 June 27, 2022. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 27, 2022.

URBAN RENEWAL AGENCY OF KETCHUM

Tell CHAIR) By

ATTEST: By Secretary



Ketchum Urban Renewal Agency

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

August 15, 2022

Chair and Commissioners Ketchum Urban Renewal Agency Ketchum, Idaho

RECOMMENDATION TO APPROVE REIMBURSEMENT REQUEST CONSISTENT WITH GRANT PARTICIPATION AGREEMENT 50026

Introduction/History

In August 2019 the Board approved a Grant Participation Agreement with Andrew Castellano to fund a portion of the cost for undergrounding power lines within the alley west of Warm Springs Road between 7th Street and 8th Street. The work is now complete, and Andrew Castellano is requesting reimbursement.

<u>Analysis</u>

The KURA agreed to reimburse up to \$24,000 of the cost for the undergrounding work. The total cost of the undergrounding was \$97,102 (Attachment A). The city agreed to reimburse 25% of the costs which total \$24,275. The remaining \$48,827 of the project costs were funded by Andrew Castellano.

<u>Financial Requirement/Impact</u> There are sufficient funds in the FY22 KURA budget to support this reimbursement.

<u>Recommendation and Motion</u> Staff recommends the Board adopt the following motion:

"I move to approve reimbursement of \$24,000 to Andrew Castellano"

Attachments:

Documentation on Final Cost for Undergrounding Grant Reimbursement Agreement 50026



Andrew Castellano PO Box 1180 Ketchum, ID 83340

Subject: Overhead to Underground Power Relocation Project

Dear Andrew:

Thank you for working with Idaho Power Company to relocate existing overhead power to underground in the City of Ketchum right of way alley between 7th St E to 8th St E.

The original billed amount for reconstruction was \$110,419.00. Following reconciliation of the project and repairs made to pole removal areas the unused portion of money collected to be refunded is \$29,520.00. A check in this amount is being mailed to you via J Eshman Law, PO Box 4991, Ketchum, Idaho.

The final cost of this relocation project is \$80,899.00.

Best regards,

Cyndi Bradshaw

Idaho Power Company

PO Box 3909

Hailey, ID 83333

CONTRACTOR IDAHO POWER



Contract No No

Job Authorization No: N728817

CTL Affiliate: Qwest Corporation

Special Construction Proposal

Date:04/24/20	
Billing Address:	Work Location:
Customer: Andrew Castellano	760 N Washington Ave
Attention: Andrew Castellano	County BLAINE
PO Box 1180	KETCHUM, ID
Ketchum, ID 83340	

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

This Aid To Construction job is required to relocate overhead copper facilities to underground in the alley behind 760 N Washington Ave in Ketchum, ID. The CenturyLink facility relocation will be worked as a joint trench project with Idaho Power. This quote is only valid for 30 days. No engineering or construction work can be started until all charges are paid.

Idaho Power Work Order No: 27549457

Advance Pavment	(required before work begins):	\$9,799.19

Total Charges: Nine Thousand Seven Hundred Ninety-Nine Dollars and 19/100

This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of another document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.

For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink Authorized Signature: <u>Tenille Sorenson</u>	Customer Authorized Signature:	
Name Printed/Typed:Tenille Sorenson	Name Printed/Typed:	Andrew Castellano
Title: Network Implementation Engineer II	Title:	
Date: 12/14/2020	Date: 7/10/20	

July 28, 2022

Re: Verification of Advance Payment N.728817 760 N Washington Ave Blaine County, Ketchum, Idaho

To whom it may concern,

This letter will acknowledge that telephone relocation that occurred at 760 Washington Ave was completed with advance payment of \$9799.19 with no refunds.

If you have any questions, please call the undersigned at your earliest opportunity.

Sincerely,

Brad McNew Program Manager tele: 208-646-3599



ESTIMATE

Recipient Name Andy Castellano

Dear Mr Castellano

You recently requested pricing information from our company. Here is our quote:

Description of work requested:

To move all aerial facilities to underground in the alley to the south of Warm Springs Road between 7 Street East to the rear of the Cox MTC at 811 Warm Spring Road. Idaho Power will allow cox to go in joint with their trench for this run. We will have to move a vault with fiber and coax in it and also build 2 new risers.

Cost Estimate		Cost	Quantity	Extended Cost	
Material Cost	\$	1,100.00	1	\$	1,100.00
Contract Labor Cost	\$	2,604.00	1	\$	2,604.00
Cox In House Labor Hours for Splicing and Building Risers	\$	52.00	40	\$	2,080.00
Cox Design Hours	\$	52.00	4	\$	208.00
Cox Planner Hours	\$	52.00	6	\$	312.00
Joint Trench Cost	\$	1.00	100	\$	100.00
	\$	-		\$	-
	\$	-		\$	-
	\$	-		\$	-
	\$	-		\$	-
	\$	-		\$	-
	\$	-		\$	-
	\$	-			
	·				
			Total	\$	6,404.00
		G	Frand Total	\$	6,404.00

For work to proceed we must first have your acceptance of this estimate by signing below.

Thank you, Nick Farrell

Please sign here to accept estimate:

PRINTED NAME	Andrew Castellano	TITLE	
		DATE	4/9/20

GRANT PARTICIPATION AGREEMENT 50026

THIS GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Ketchum, also known as the Ketchum Redevelopment Agency, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Ketchum, Idaho ("Agency") and Andrew Castellano, an Individual ("Participant"). Agency and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 760 Washington Street, Ketchum, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. Participant seeks to redevelop the Project Site (the "Participant's Project") in compliance with the Plan as described below. The Participant's Project includes commercial office space, a primary residence, guest apartment, and affordable housing unit.

B. As part of the Participant's Project, Participant intends to remediate certain Project Site conditions and redevelop the Project Site (the "Improvement Project"). The Improvement Project is more accurately depicted on attached <u>Exhibit B</u>.

C. The Participant's Project and the Improvement Project are located in the Ketchum Urban Renewal Plan (the "Plan") area, which consists of the Ketchum Urban Renewal Plan approved by the City Council on November 15, 2006, and the Amended Ketchum Urban Renewal Plan approved by the City Council on November 15, 2010 ("Ketchum Urban Renewal District"). The Plan includes various measures to mitigate and remediate the Ketchum Urban Renewal District. The Agency has also adopted a Participation Policy concerning Agency participation in redevelopment projects.

D. The Improvement Project consists of undergrounding of power and communication lines in the alley west of Warm Springs starting at 7th Street and ending between 8th and 9th Streets, that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District.

E. Participant has approached other persons and entities to participate in the Improvement Project.

F. Agency deems it appropriate to assist the development of the Improvement Project to achieve the objectives set forth in the Plan.

AGREEMENTS

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

1. <u>Effective Date</u>. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) twelve (12) months from the Effective Date, whichever comes first. At Agency's sole discretion an extension may be granted for a period not to exceed one year.

2. <u>Construction of the Improvement Project</u>. Participant agrees to construct the Improvement Project consistent with the following:

- a. Enter into an agreement with Idaho Power to underground the power line as described on **Exhibit B** along with placing the Cox communications and CenturyLink data lines underground.
- b. The Parties agree that the Improvement Project is depicted on <u>Exhibit B</u>, with cost estimates for eligible items described in the Schedule of Eligible Costs in <u>Exhibit C</u> ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. <u>Initial Construction Funding</u>. Participant, along with other Participants, shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as <u>Exhibit C</u> is an estimate by Participant's contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on <u>Exhibit C</u>. Agency's payment obligations are specifically conditioned upon Participant obtaining binding written commitments by the City of Ketchum, other property owners in proximity of the Project Site, or others. In addition, Participant shall provide written agreements or work orders from Idaho Power and other communication and data providers.

4. <u>Notification of Completion: Inspection</u>. Upon completion of construction and approval by Idaho Power, Participant shall notify Agency in writing and request a final construction inspection and/ or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall provide Participant with written confirmation that the Improvement Project has been completed in compliance with this Agreement.

5. <u>Determining Actual Payment after Completion of Construction</u>.

Participant shall provide appropriate documentation ("Cost Documentation") to Agency that Participant and others have expended funds for eligible costs in order to receive payment per the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to Agency that construction of the Improvement Project is complete and shall include:

- a. Schedule of values that includes line items for the Improvement Project improvements approved by Agency for reimbursement, so they are identifiable separate from other line items ("Schedule of Values").
- b. Invoices or other documents from Idaho Power and communication and data providers confirming the costs of the Improvement Project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in <u>Exhibit C</u> and the actual costs in the Cost Documentation as requested by Agency.
- d. Additional documentation or clarifications may be required and requested by Agency.

Agency shall have the right to review the Cost Documentation. In the event Participant fails to timely deliver the Cost Documentation, Agency may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

Within fifteen (15) calendar days of Agency's receipt of the Cost Documentation, Agency will notify Participant in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed. Agency shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation and comparison of the amounts in the Cost Documentation to the amounts in <u>Exhibit C</u>. In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. Agency's determination of the Actual Eligible Costs is within its sole discretion.

6. <u>Agency's Reimbursement Payment Amount</u>. In accordance with the Participation Program, Agency agrees to reimburse Participant as follows:

Actual Eligible Costs not to exceed \$24,000. Costs in excess of \$24,000 shall be borne by the Participant or others who have agreed to participate with the Participant.

7. <u>Conditions Precedent to Agency's Payment Obligation</u>. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 no later than forty five (45) days after submission by Participant of a copy of a certificate of completion or equivalent from Idaho Power and the other communication/data providers, if applicable.

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

8. <u>Subordination of Reimbursement Obligations</u>. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Ketchum Urban Renewal District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area and may be subject to consent and approval by Agency lenders.

9. <u>Default</u>. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be

their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.

10. <u>Captions and Headings</u>. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. <u>No Joint Venture or Partnership</u>. Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

12. <u>Successors and Assignment</u>. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of Agency, at Agency's sole discretion and cannot be reasonably denied.

13. <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant:	Andrew Castellano 760 N. Washington Street Ketchum, Idaho 83340 949-280-1111 andy@earthshinefoundation.org
If to Agency:	Suzanne Frick, Executive Director Ketchum Urban Renewal Agency P.O. Box 2315 Ketchum, Idaho 83340 208-726-7803 sfrick@ketchumidaho.org

14. <u>Applicable Law/Attorney Fees</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A	Project Site Map
Exhibit B	Improvement Project Plan
Exhibit C	Schedule of Eligible Costs

16. Indemnification. Participant shall indemnify and hold Agency and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the construction or design of the Improvement Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against Agency or its respective officers, agents, and employees, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold Agency and its respective officers, agents, and employees from the active negligence or willful act of Agency or its respective officers, agents, or employees.

17. <u>Antidiscrimination During Construction</u>. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

Agency:

Agency: the urban renewal agency of the City of Ketchum, a public body, corporate and politic

Date <u>AUG. 30</u> 19

Andrew Castellano

Date 547 7, 17

PARTICIPANT:

Exhibits

- A: Project Site
- B: Improvement Project
- C: Schedule of Eligible Costs

EXHIBIT A PROJECT SITE



EXHIBIT B IMPROVEMENT PROJECT

Idaho Power will underground the power lines that run along the alley between Warm Springs Road and Washington Avenue from the north side of 7th Street to the first telephone pole after 9th Street. Idaho Power will place one new telephone pole on the north side of 7th Avenue to take the lines underground. The existing pole just north of the Cox Communications building will be used to come back above ground. Several poles will be removed between 7th and 8th Streets. One transformer will need to be placed on private property between 7th and 8th Streets.

In addition to the power lines, the Cox Communications and CenturyLink data lines will be placed underground at the same time.

EXHIBIT C SCHEDULES OF ELIGIBLE COSTS

Idaho Power	\$105,546.00	
Cox Communications	\$6,053.78	
CenturyLink	\$8,956.34	

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