



KETCHUM URBAN RENEWAL BOARD MEETING Agenda

REGULAR MEETING

July 20, 2020 beginning at 2:00 PM

480 East Avenue, Ketchum, Idaho

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum Urban Renewal Agency meetings. Members of the public may observe the meeting live on the KURA's website at

<https://www.ketchumura.org/kura/meetings> or observe the meeting live outside of the building. If you would like to comment on an agenda item, please submit your comment to info@ketchumura.org by noon the day of the meeting. Comments will be provided to the Ketchum Urban Renewal Agency.

CALL TO ORDER

ROLL CALL

CONSENT CALENDAR: (ALL ACTION ITEMS)

- 1.** Approval of Minutes: June 15, 2020 regular meeting
- 2.** Approval of current bills: see packet

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS

DISCUSSION ITEMS

- 3.** ACTION ITEM: Recommendation to review, discuss and establish funding priorities for FY 20/21
- 4.** ACTION ITEM: Request for funding in FY 20/21 for Bluebird Community Housing Project located at 480 East Avenue--Greg Dunfield
- 5.** ACTION ITEM: Request for funding in FY 20/21 for Sun Valley Culinary Institute - SVED Executive Director Harry Griffith
- 6.** ACTION ITEM: Request for funding in FY 20/21 for Sun Valley Economic Development - Executive Director Harry Griffith

ADJOURNMENT

Any person needing special accommodations to participate in the above noticed meeting should contact the Ketchum Urban Renewal Agency prior to the meeting at (208) 726-3841. This agenda is subject to revisions and additions. NOTE: Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N in Ketchum or (208) 726-3841.

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Ketchum Urban Renewal Agency

480 East Avenue North
Ketchum, ID 83340
<http://ketchumura.org/>

Regular Meeting

~ Minutes ~

Admin

Monday, June 15, 2020

2:00 PM

Ketchum City Hall

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the KURA's website at ketchumura.org/kura/meetings

If you would like to comment on an agenda item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the Commissioners

CALL TO ORDER

Vice Chair Ed Johnson called the meeting to order at 2:00 pm.

ROLL CALL

PRESENT

Vice-Chair Ed Johnson
Commissioner Amanda Breen
Commissioner Carson Palmer - Present by Video Conference
Chair Susan Scovell - Present by Video Conference
Commissioner Jim Slanetz
Commissioner Kristen Spachman

ABSENT

Commissioner Casey Dove

ALSO PRESENT

Executive Director Suzanne Frick
Treasurer Grant Gager
Secretary Robin Crotty
Attorney Ryan Armbruster - Present by Video Conference

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS

CONSENT CALENDAR: (ALL ACTION ITEMS)

1. Approval of Minutes: May 11, 2020 regular meeting

Motion to approve minutes with correction to Kirsten Spachman's last name.

Motion made by Commissioner Breen, Seconded by Commissioner Spachman.

Voting Yea: Commissioner Breen, Commissioner Johnson, Commissioner Palmer, Commissioner Scovell, Commissioner Slanetz, Commissioner Spachman

DISCUSSION ITEMS

2. Update on Projects Funded by KURA

Executive Director Suzanne Frick updated the Commission on the projects being funded by the KURA. Vice Chair Ed Johnson asked for clarification on having to receive approval of spending by Council. Suzanne Frick explained that all purchases over \$5,000 require council approval. She also explained that the City is working with ITD and there are three steps involved. There are some unknowns with the HAWK system. We will know more after we have the engineering. ITD is not willing to contribute to the HAWK system but will contribute to the scramble system. The time frame of the projects was discussed.

3. Discussion about condition of the sidewalk on 4th Street adjacent to the Community Library and approach for repairs.

Vice Chair Ed Johnson talked about the problems with the sidewalk in front of the Library. Executive Director Suzanne Frick explained that we hired an Engineer to do core sampling of the sidewalk. She explained the process and said the core of the concrete is very solid. The finish work was not done properly, therefore, the salt is getting in, and the sidewalks are crumbling. She explained there is a cooperative agreement with Morley Construction, and they have verbally agreed to fix and repair. We are waiting on the Engineer to instruct us how to move forward.

4. ACTION ITEM: Request by Dave Wilson for \$190,000 in KURA funding for improvements at 311 First Street.

Vice- Chair Ed Johnson introduced Dave Wilson and asked him to present the 311 First Street Funding Request.

Applicant Dave Wilson gave an overview of the project and talked about his plans moving forward. He understands that he did not submit for funding within the timeframe indicated. Dave Wilson advised they are asking for \$190,000 for curb,gutter and sidewalk and the request meets all the criteria for the KURA.

Commissioner Jim Slanetz likes the project and the looks of the building but questioned the numbers and what will be generated. Jim Slanetz advised that the numbers are based off 15 years and should be 10 years. Commissioner Amanda Breen talked about the sunset date of the KURA. Commissioner Kristen Spachman talked about community housing. Dave Wilson talked about the square footage, the calculations, and the floor plan, advising that 2 of 3 retail spaces have already been leased. Vice Chair Ed Johnson questioned how we treat agreements. Treasurer Grant Gager explained that we enter into an agreement with the Developer and what would be attached to the LLC was discussed.

Vice-Chair Ed Johnson advised that the KURA deals with blight. He wants to make sure the agreement has some teeth to be sure it is maintained. Executive Director Suzanne Frick explained how the Encroachment Agreement will work regarding repairs and maintenance. Commissioner Jim Slanetz talked about the location of the snow melt. Dave Wilson explained that all sidewalks will have snow melt, which is the most efficient and cost effective. Commissioner Amanda Breen supports the snow melt in this area as well as the project. Ed Johnson talked about the environmental challenges of snow removal and is in favor of snow melt. Chair Susan Scovell asked about managing the property. Dave Wilson said the units will go

to Idaho Housing and explained the HOA rules. There was a discussion about the differences between Idaho Housing and BCHA. Income restrictions were discussed as well as snow removal and parking.

Commissioner Amanda Breen talked about the timeline that is in place for submitting a request. She questioned if it is a requirement that should exist. Executive Director Suzanne Frick explained that in the past, there were projects that were completed before would come in and submit for funding. The board may want to have some leniency with this for future projects.

Commissioner Jim Slanetz explained that this project will get done with or without their contribution. Attorney Ryan Armbruster explained that we have changed this policy several times. He questioned how important this project is to the KURA and talked about the time frame and the agency being involved at an earlier stage so they could be involved with the infrastructure. The KURA can change their policy, but they will need to justify. He talked about the policy and the caps.

Chair Susan Scovell agrees with Attorney Ryan Armbruster stating that If we allow this, we will need to treat all applicants the same. She is not in favor of funding this project. Vice-Chair Ed Johnson did a comparison to the Kneebone project. The mission statement was discussed. Dave Wilson believes this will improve the value of property in that area which will increase the tax base. Commissioner Jim Slanetz said we need to talk about the public benefit and the tax increase. The Commission deliberated.

Executive Director Suzanne Frick suggested staying with the formula. Commissioner Jim Slanetz talked about public funds and what is workable and what taxpayers should pay for. Vice-Chair Ed Johnson talked about what the future tangible benefit might be. Dave Wilson talked about the drainage that he installed as well as the affordable housing he is doing that was not required. Chair Susan Scovell talked about the sales price of the condo's and advised she is not for this project. Jim Slanetz would rather do 2 1/2 years, which if their numbers are correct, would be \$90,000. Commissioner Amanda Breen suggested going with 3 years. Dave Wilson questioned the timing of a submitter for future projects and what the commission would support. The timing and valuations were discussed. Ed Johnson is in favor of 3 years. Carson Palmer questioned the process. Jim Slanetz explained that this goes into future budgets, it is not free money.

Motion to give staff direction for 2 1/2 years at 50%.

Motion made by Commissioner Johnson, Seconded by Commissioner Spachman.

Voting Yea: Commissioner Breen, Commissioner Johnson, Commissioner Palmer, Commissioner Slanetz, Commissioner Spachman

Voting Nay: Commissioner Scovell

ADJOURNMENT

Motion to adjourn at 3:00 pm

Motion made by Commissioner Johnson, Seconded by Commissioner Breen.

Voting Yea: Commissioner Breen, Commissioner Johnson, Commissioner Palmer, Commissioner Scovell, Commissioner Slanetz, Commissioner Spachman

Susan Scovell, Chair

ATTEST:

Robin Crotty, Secretary

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 EXPENDITURES			
98-4410-4200 PROFESSIONAL SERVICES			
SUN VALLEY ECONOMIC DEVEL	1204	Q3 2020	3,750.00
ELAM & BURKE	185838	General Representation May 2020	420.00
ELAM & BURKE	186316	General Representation June 2020	904.80
S & C ASSOCIATES LLC	1655-1686	20-1029	172.50
Total URBAN RENEWAL EXPENDITURES:			5,247.30
Total URBAN RENEWAL AGENCY:			5,247.30
Grand Totals:			5,247.30



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

July 20, 2020

KURA Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Recommendation to Review, Discuss and Approve KURA Priorities for FY 20/21

Recommendation and Summary

Staff is recommending the KURA review, discuss and approve the KURA priorities in FY 20/21.

Introduction and History

In spring of 2019, the Board discussed and ranked priorities for fiscal year 19/20. The attached chart identifies the approved rankings.

Staff is requesting the Board review the priorities for next fiscal year, FY 20/21, and identify the priorities and rankings for funding. This information will be used by the Board to determine funding for projects and evaluate funding requests submitted for Board consideration.

A proposed FY 20/21 budget will be presented to the Board at the August 17th meeting.

Financial Requirement/Impact

There is no financial impact resulting from this action. Funding will be discussed as part of the FY 20/21 KURA budget preparation.

FY 2019/20 Project Priority Rankings		Board member Rankings (lowest number is highest priority)								
	AMANDA	CAMERON	CASEY	ED	JIM	KRISTEN	SUSAN	Average	Median	Priority Ranking
Streets, Sidewalks, and Public Infrastructure	1	2	3	1	1	1	2	1.6	1	1
4TH STREET- Completion of 4th Street Heritage Project	7	4	9	3	4	2	5	4.9	4	5
Repair 4th Street Corridor	2	7	2	4	4	2	5	3.7	4	3
UNDERGROUND POWERLINES- Undergrounding power lines in RAA	5	9	10	5	5	7	9	7.1	7	8
Economic Development Projects located within the RAA	6	5	6	8	6	4	7	6.0	6	6
Paying back the In-lieu of Housing funds to the City of Ketchum	8	10	7	7	7	5	8	7.4	7	9
Community Housing	3	1	1	2	3	3	1	2.0	2	2
Public Parking	9	8	8	9	8	8	6	8	8	10
City Hall or Fire Station- Assistance to the City of Ketchum	4	6	4	6	2	6	4	4.6	4	4
Replace Street Maintenance Equipment	10	3	5	7	10	9	3	6.7	7	7



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July 20, 2020

Chairman and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Chairman and URA Commissioners:

**RECOMMENDATION TO APPROVE FUNDING REQUEST FOR
COMMUNITY HOUSING AT 480 EAST AVENUE (CITY HALL)**

Recommendation and Summary

Staff recommends the KURA provide direction on funding infrastructure associated with a tax credit project located at 480 East Avenue and the rear parking lot. If the funding is approved, it is requested the Board authorize the Chair to sign a letter supporting the project and adopt the following motion:

"I move to approve \$564,860 in KURA funding to support the infrastructure costs for the 480 East Avenue community housing project and authorize the Chair to sign a letter of support for the project"

Introduction/History

The Ketchum Community Development Corporation and GMD Development will be submitting a tax credit application to secure 9% tax credits to construct affordable housing at 480 East Avenue, the City hall site and rear parking lot. Up to 56 units could be constructed on the site. The project is in design and would be subject to review and approval by the Planning and Zoning Commission.

To help make the application more competitive, the KURA is being asked to commit financial assistance for infrastructure (Attachment A). This request is similar to the request made and approved by the KURA for the project in July of 2019.

Current Report

The tax credit application deadline is in September. The lower the cost of construction is for each unit, the more competitive the tax credit application may be. Therefore, if the cost for infrastructure could be funded by the KURA, those costs would reduce the

requested tax credit funding for the project. The Board is being asked to make a commitment up to \$564,860 for infrastructure improvements.

Financial Requirement/Impact

The total funding request from KURA is \$564,860. Should the KURA decide to participate and provide funding for this project, funding would come from FY 20/21 infrastructure funds. As outlined in the Attachment B, the Board has previously ranked community housing as a priority 2 out of 10 for KURA funding.

Funding could be allocated over several years in lump sum payments. Staff does not recommend this funding be provided through the typical increment funding agreement.

Attachments:

Attachment A:	KURA Application and cost estimate
Attachment B:	KURA Funding Priorities
Attachment C:	Funding Analysis

APPLICATION FOR PROJECTS REQUESTING FUNDING FROM THE KURA

Applicant and Project Information

Applicant Name: City of Ketchum
 Representative: Greg Dunfield
 Phone: 206-745-3699
 Email: greg@gmddevelopment.com

Name of Project: Bluebird Village

Project Description: Construction of deed restricted affordable housing units at 480 East Avenue

Project Location: 480 East Avenue, City Hall and rear parking lot

Date Submitted:
7/14/2020

Estimated Date of Completion:
2022

Application Submittal Requirements

- ☐ Brief narrative describing the proposed public benefit of the project
- ☐ Map of project location
- ☐ Attached professional bids, if applicable
- ☐ Attached preliminary/construction drawings, if applicable

Notes on Submittals

 _____ N/A _____

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:

Yes: ☒ No: ☐
 Section: Development Page: 12
 \$ N/A
 Yes: ☐ No: ☒
 Full Time: N/A Part Time: N/A
 \$ N/A
 \$564,860

Bluebird Village Multi-Use Facility
Off-Site Improvements (URA)



7/14/2020	Estimated Costs							Previous	Current	Total	Notes
	Qty.	Unit	Unit \$	Material	Labor	Subs	Others				
Division 1 - General Conditions	01030 Survey	24 chrs	\$ 130.00				\$ 3,120.00	\$ 3,120.00			Current Bid
	01040 Project Manager	120 hrs	\$ 85.00				\$ 10,200.00	\$ 10,200.00			PM allowance
	01050 Civil Engineering				\$ 2,500.00			\$ 2,500.00			Civil Engineering allowance
	01051 Landscape Design				\$ 2,500.00			\$ 2,500.00			Landscape Design allowance
	01045 Mechanical Engineering				\$ 1,800.00			\$ 1,800.00			ROW Snowmelt Pro Rata Allocation
	01056 General Liability Insurance						\$ 6,069.00	\$ 6,069.00			Liability Insurance Expense
	01034 Permits and Fees (allowance)						\$ 4,000.00	\$ 4,000.00			Pro rata allocation allow. for Water, Sewer, Gas
	01034 IPCO Engineering Service, Trans, Sector						\$ 10,000.00	\$ 10,000.00			Idaho Power Engineering Fee, Transformer and Sector Allowance
	01034 Exist. Sewer Water Lines Cap-Off Permit						\$ 1,500.00	\$ 1,500.00			Cap-Off existing Sewer and Water into property Permit Fee/Inspect
	Total			\$ -	\$ -	\$ 6,800.00	\$ 34,889.00	\$ 41,689.00			
Division 2- Sitework within the Public ROW	02025 Id.Power West Site Work Underground	1 allow			\$ 20,000.00			\$ 20,000.00			Site Work Underground/Boring in Alley for Transformer and Sector
	02025 Century Link Underground	1 allow			\$ 10,000.00			\$ 10,000.00			Bid from Century Link
	02025 Cox Underground	1 allow			\$ 10,000.00			\$ 10,000.00			Allowance for COX undergrounding
	02025 Intermountain Gas Underground Work	1 allow			\$ 5,000.00			\$ 5,000.00			Allowance for Intermountain Gass undergrounding
	02100 Demolition Curb, Gutter, and Sidewalk	1 allow			\$ 28,940.00			\$ 28,940.00			Off Site Work Demolition in Pedestrian Right of Way
	02200 Excavation, Grade, and Prepare Pavers	1 allow			\$ 11,040.00			\$ 11,040.00			Ex., Bkfill, Grade, Compact, and Prepare new Asphalt Paving and Patch
	Prepare for new Curb, Gutter, and AC Patch	1 allow			\$ 5,280.00			\$ 5,280.00			Prepare for new Curb, Gutter, and AC Patch Back
	02200 New Sewer Line into Property	1 allow			\$ 18,875.00			\$ 18,875.00			demo and dispose old line
	Cap Off Old Sewer Line into property	1 allow			\$ 4,500.00			\$ 4,500.00			allowance to cap off old sewer line
	02200 New Water Line into Property	1 allow			\$ 11,500.00			\$ 11,500.00			New 6" Water Main/Fire Main into property
	Cap Off Old Water Line into property	1 allow			\$ 3,800.00			\$ 3,800.00			allowance to cap off old water line
	02200 Drywell in the Alley between Buildings	1 allow			\$ 5,800.00			\$ 5,800.00			Drywell in the Alley
	Storm Drain, Catch Basin, and Drywell	1 allow			\$ 21,300.00			\$ 21,300.00			Catch Basin and Drywell in East 5th Street
	02800 Landscaping and Irrigation	1 allow			\$ 64,200.00			\$ 64,200.00			Landscaping Planters, Trees, and Irrigation
	02880 Pedestrian Sidewalk Pavers East Ave.	1 allow			\$ 27,000.00			\$ 27,000.00			East Ave. Pedestrian Pavers 900 sf
	Pedestrian Sidewalk Pavers E. 5th Str.	1 allow			\$ 62,220.00			\$ 62,220.00			E. 5th Street Pedestrian Pavers 2074 sf
	02513 Asphalt Paving and Patching	1 allow			\$ 27,490.00			\$ 27,490.00			Asphalt Paving Alley, Utility Patch, and Crub and Gutter Patch Back
	02513 Asphalt Striping	1 allow			\$ 1,000.00			\$ 1,000.00			Asphalt Paving Markings
	Total			\$ -	\$ -	\$ 337,945.00	\$ -	\$ 337,945.00			
Division 3- Concrete Sidewalks, Curb & Gutter	Alley Concrete Cross Walk Approach	1 allow			\$ 3,200.00			\$ 3,200.00			Concrete Cross Walk at Alley Entrance between Buildings
	Landscape Planters	1 allow			\$ 30,000.00			\$ 30,000.00			Concrete for Planter Walls
	New Curb and Gutter East Ave.	111 lf	\$ 45.00		\$ 4,995.00			\$ 4,995.00			East Ave. new Curb and Gutter with Pedestrian Ramps
	New Curb and Gutter E. 5th Street	244 lf	\$ 45.00		\$ 10,980.00			\$ 10,980.00			E. 5th Street new Curb and Gutter with Pedestrian Ramps
	Total			\$ -	\$ -	\$ 49,175.00	\$ -	\$ 49,175.00			
Division 5 - Miscellaneous Fabricated Steel	Tree Grates at Planters	8 ea	\$ 325.00		\$ 2,600.00			\$ 2,600.00			Retaining Wall Railing and Pedestrian Stair Railings
	Christmas Outlet low post at trees	8 ea	\$ 125.00		\$ 1,000.00			\$ 1,000.00			Painting the Pedestrian Railings
	Total			\$ -	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00			
Division 15/16 - MEP	Snow Melt the Pavers on East Ave.	900 sf	\$ 15.00		\$ 13,500.00			\$ 13,500.00			Snow Melt Area in the Upper and Lower Alley Asphalt
	Snow Melt Pavers on E. 5th Street	2074 sf	\$ 15.00		\$ 31,110.00			\$ 31,110.00			Snow Melt Area on 1st and 4th Street
					\$ -			\$ -			Snow Melt Area at the neighbors 1st street frontage
	Related Electrical Work Snow Melt	1 allow			\$ 10,000.00			\$ 10,000.00			Snow Melt Area
	East Avenue and E. 5th Street Lt Poles 4ea.	1 allow			\$ 36,000.00			\$ 36,000.00			4 each Ketchum City Standard Street Light
	Total			\$ -	\$ -	\$ 90,610.00	\$ -	\$ 90,610.00			
Subtotal					\$ 488,130.00		\$ 34,889.00	\$ 523,019.00			
Contractor Fee								\$ 31,381.14			6% Contractors Fee
Contingency								\$ 10,460.38			2% Contingency Allowance
Total Estimate								\$ 564,860.52			

Bluebird Village
Off-Site Improvements Scope of Work
7/14/2020



Off-Site Improvements Scope of Work

East Elevation Side of Building and (Alley Work)

- Idaho Power Company Feed Underground to new Building
- Cox Underground to new Building
- Century Underground to new Building
- Intermountain Gas Underground to new Building (trenching/backfill)

North Elevation Side of Building (E. 5th Street)

- Snowmelt Heated Pedestrian Pavers up E. 5th Street
- New Curb and Gutter and Drop Inlet Catch Basin with Drywell
- New Sewer Line into Property off 5th Street
- New 4" or 6" Water Main Line, Tap, and Meter to new Building
- New Pedestrian Pavers sidewalk up to East Ave.
- New HC Ped. Truncated Domes
- Concrete Landscape Planters, Trees, and Shrubs - Irrigation
- Miscellaneous Electrical Conduit, Christmas Tree Outlets, Steel Grate
- Two New Ketchum City Standard Street Lights
- Miscellaneous Asphalt patch back

West Side of Building (East Ave.)

- Snowmelt Heated Pedestrian Pavers East Ave.
- New Curb and Gutter
- New 6" Water Line, Tap and 2" Meter or off E. 5th
- New Pedestrian Pavers sidewalk along East Ave.
- New HC Ped. Truncated Domes
- Concrete Landscape Planters, Trees, and Shrubs - Irrigation
- Miscellaneous Electrical Conduit, Christmas Tree Outlets, Steel Grate
- Two New Ketchum City Standard Street Lights
- Miscellaneous Asphalt patch back

South Side of Building - No ROW Work Along Neighbors Property

- Misc. Utility Work along South Property Line

FY 2019/20 Project Priority Rankings		Board member Rankings (lowest number is highest priority)								
	AMANDA	CAMERON	CASEY	ED	JIM	KRISTEN	SUSAN	Average	Median	Priority Ranking
Streets, Sidewalks, and Public Infrastructure	1	2	3	1	1	1	2	1.6	1	1
4TH STREET- Completion of 4th Street Heritage Project	7	4	9	3	4	2	5	4.9	4	5
Repair 4th Street Corridor	2	7	2	4	4	2	5	3.7	4	3
UNDERGROUND POWERLINES- Undergrounding power lines in RAA	5	9	10	5	5	7	9	7.1	7	8
Economic Development Projects located within the RAA	6	5	6	8	6	4	7	6.0	6	6
Paying back the In-lieu of Housing funds to the City of Ketchum	8	10	7	7	7	5	8	7.4	7	9
Community Housing	3	1	1	2	3	3	1	2.0	2	2
Public Parking	9	8	8	9	8	8	6	8	8	10
City Hall or Fire Station- Assistance to the City of Ketchum	4	6	4	6	2	6	4	4.6	4	4
Replace Street Maintenance Equipment	10	3	5	7	10	9	3	6.7	7	7

Criteria Category	Standard	Policy Language	Compliance	Staff Comments
General Funding Criteria for All Projects				
General: Section 1	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.	N/A	The KURA has the discretion of funding any project or no project, regardless of the participation policy.
	B	Funds generated from projects within the Revenue Allocation Area shall be used first and foremost for publicly owned infrastructure and for infrastructure that serves a direct public purpose.	Compliant	The expenses are for public infrastructure associated with the project.
	C	Public infrastructure located below ground or at-grade shall be given priority.	Compliant	Request is for public infrastructure and associated utility, street and sidewalk improvements.
	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.	N/A	
	E	Projects specifically identified in the 2010 Ketchum Urban Renewal Plan shall take priority for funding in all cases.	Compliant	The 2010 KURA Plan identifies community housing as a key priority for the KURA.
	F	All requests for Tax Increment Financing shall be made no later than thirty (30) days after the applicant applies for a building permit.	Compliant	This project has yet to be submitted for Planning permits.
	G	The Agency shall not consider requests to fund public infrastructure that have 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.	Compliant	The infrastructure planned is required for all projects and the proposed project did not receive any development bonuses in exchange for public infrastructure.

	H	All requests for Tax Increment Financing shall be made no later than thirty (30) days after the applicant applies for a building permit	Compliant	No building permit has been filed
Funding for Non-Infrastructure Requests				
Section 2A	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.	Compliant	Staff is recommending the funding be allocated from the KURA budget instead of reimbursed via an Owner Participation Agreement.
	2.	Reimbursement for public infrastructure shall commence after the project is generating a tax increment benefit to the Agency	Compliant	Staff is recommending the funding be allocated from the KURA budget instead of reimbursed via an Owner Participation Agreement.
	3.	No more than 50% of the total tax increment revenue generated from a project may be used for reimbursement to the project developer	Compliant	
	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.	Compliant	Staff is recommending the funding be allocated from the KURA budget instead of reimbursed via an Owner Participation Agreement.



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

July 20, 2020

Chairman and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Chairman and URA Commissioners:

REQUEST FOR FUNDING FOR THE SUN VALLEY CULINARY INSTITUTE

Recommendation and Summary

Staff recommends the Board provide direction to staff on the funding request.

Introduction/History

In September 2019 the Board approved Agreement 50028 between the Sun Valley Culinary Institute and KURA to provide funding in the amount of \$25,000 for use in FY 19/20. The funding would support services identified in Section 3 of the Agreement. In January 2020, the Board approved an amendment to the Agreement to provide disbursement of funds prior to certificate of occupancy and a change to allocations of funding. (Attachment A). An application to permit on-site sales and consumption of beer and wine at the Culinary Institute premises is scheduled for City Council review at the July 20, 2020 meeting.

Current Report

The Culinary Institute is located at the northwest corner of Main Street and Second Street in Ketchum. As identified in the funding request, the current focus is providing enthusiast cooking classes for a fee. Educational classes for culinary professionals have been suspended until 2021.

The KURA approved funding because the Institute provided programs that stimulated job creation and expanded employment opportunities and economic development opportunities within the revenue allocation district. This was done by providing training courses to entry level foodservice professional (see Attachment A Resolution 20-URA02). Section G of the contract for services states that all funds paid to the Culinary Institute shall be used solely to provide services for culinary arts training and job development.

As identified in the funding request, during the pandemic shutdown, the Culinary Institute was classified as a restaurant business. The Board should clarify the operations of the Institute. The Board has been careful to ensure public funds are not used to support business operations that could compete with existing businesses, such as local

restaurants. If the Culinary Institute is operating similar to a restaurant, providing funds to support the current operation would be counter to past practice of the KURA.

Financial Requirement/Impact

The Board will discuss and identify funding priorities for FY 20/21. If funding is approved for this request, a contract for services will return for Board approval.

Attachments:

FY 19/20 Contract for Service with SVCI

Request for funding for FY 20/21

Balance Sheet and Profit and Loss Statement

RESOLUTION NO. 20-URA02

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 CONTRACT FOR SERVICES 50028 BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND THE SUN VALLEY CULINARY INSTITUTE, INC., AUTHORIZING THE EXECUTION OF THE AMENDED CONTRACT FOR SERVICES BY THE CHAIR OR VICE-CHAIR AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE CONTRACT FOR SERVICES; AUTHORIZING THE ADMINISTRATOR/EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE AMENDED CONTRACT FOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, the Sun Valley Culinary Institute, Inc., an Idaho non-profit corporation (the "Culinary Institute") offers culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community's food systems and partners with local organizations to promote healthy living programs.

WHEREAS, supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

WHEREAS, the Chair of the Agency approved Contract 50028 on October 11, 2019 with the Culinary Institute for professional services to provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. Agency believes these services to promote this training will positively affect development and land use decisions within Agency's Revenue Allocation Area. Agency further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

WHEREAS, the parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for Agency for culinary arts training and job development. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

WHEREAS, the Culinary Institute has requested amendments to Contract 50028 relating to the release and allocation of the funding;

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

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

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

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

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

Section 3: That the Chair, Vice-Chair, and Secretary are hereby authorized to sign and enter into the Amended Contract for Services and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Amended Contract for Services subject to representations by Agency staff and Agency's legal counsel that all conditions precedent to actions contemplated in the Contract for Services, and any necessary technical changes to the Contract for Services, or other documents, are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Contract for Services and the comments and discussions received at the September 16, 2019, Agency Board meeting; the Administrator/Executive Director is further authorized to appropriate any and all funds contemplated by the Contract for Services and to perform any and all other duties required pursuant to said Contract for Services.

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

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on January 21, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, January 21, 2020.

URBAN RENEWAL AGENCY OF KETCHUM

By Susan Scovell-CHAIR
Susan Scovell, Chair

ATTEST:

By Robin Lutz
Secretary

CONTRACT FOR SERVICES 50028

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

RECITALS

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

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

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

D. The Culinary Institute will be located at 211 N. Main Street in Ketchum and will offer culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community's food systems and partners with local organizations to promote healthy living programs.

E. Supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

F. KURA desires to contract with the Culinary Institute for professional services to

provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. KURA believes these services to promote this training will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

G. The parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for KURA for culinary arts training and job development located at 211 N Main Street in Ketchum. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

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

AGREEMENT

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

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay the Culinary Institute an amount not to exceed twenty-five thousand dollars (\$25,000) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2019, until September 30, 2020.
3. Scope of Services. The Parties hereby agree that Culinary Institute shall provide the following services:
 - a. The Culinary Institute shall be located at 211 N Main Street in Ketchum
 - b. Prepare and develop a curriculum to be used by the Sun Valley Culinary Institute for an amount not too exceed \$10,000.
 - c. Provide consulting services in the amount not too exceed \$10,000.
 - d. Reimbursement for building permits to remodel the building located at 211 N Main Street, Ketchum, Idaho into a Culinary Institute.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.

- a. Quarterly Report of Activities. The Culinary Institute shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the “Quarterly Report”). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.
- b. Budget. Within thirty (30) days after the execution of this Agreement, the Culinary Institute shall submit its program objectives and schedule to KURA, in a form which is satisfactory to KURA. The Culinary Institute shall also submit its 2020 Operating Budget to KURA when such budget has been approved by the Culinary Institute Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
- c. Program Documents. Within fifteen days (15) days after execution of this Agreement, the Culinary Institute shall submit to KURA its organizational and programing documents.
- d. Financial Accounting and Reporting Requirements. The Culinary Institute shall submit to KURA a year-end financial statement within ninety (90) days of the Culinary Institute’s fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to the Culinary Institute under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of the Culinary Institute’s financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of the Culinary Institute only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Culinary Institute shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
- e. General Requests. Upon request, and within a reasonable time period, the Culinary Institute shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
- f. Retention of Records. The Culinary Institute agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by the Culinary Institute under this

Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Culinary Institute.

5. Payments. The Culinary Institute shall be entitled to the consideration described in Section 1 of this Agreement upon the issuance by the City of Ketchum of a certificate of occupancy for the Culinary Institute facility located at 211 N. Main Street in Ketchum. To receive payments for the services described in Section 3 of this Agreement, the Culinary Institute shall submit invoices and requests for payment for the services described in Paragraph 3 of the Agreement to the KURA Board for review and authorization. Upon acceptance of the payment request by the KURA Board, payment shall be made within thirty (30) days.
6. Record of Funds. In order to insure proper financial accountability, the Culinary Institute shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Culinary Institute by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Culinary Institute activities or purposes other than for operations and activities in conformance with this Agreement.
7. Miscellaneous Provisions.
 - a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Culinary Institute
Paul Hineman, Executive Director
PO Box 3088
Sun Valley, Idaho 833353

All notices of changes of addresses shall be sent in the same manner.
 - b. Termination.
 - i. The Parties hereto covenant and agree that in the event KURA, in

its sole and absolute discretion, lacks sufficient funds to continue paying for the Culinary Institute's services under this Agreement, KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Culinary Institute shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.

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

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

- c. Independent Contractor. KURA and the Culinary Institute hereby agree that the Culinary Institute shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. The Culinary Institute, its agents and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. The Culinary Institute shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to the Culinary Institute under this Agreement and for the Culinary Institute's payments for work

performed in performance of this Agreement by the Culinary Institute, its agents and employees; and the Culinary Institute hereby releases, holds harmless and agrees to indemnify KURA from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

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

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

- d. Compliance with Laws/Public Records. The Culinary Institute acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. The Culinary Institute will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. The Culinary Institute further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by the Culinary Institute, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. The Culinary Institute shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from

the performance of the Agreement by the Culinary Institute.

- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of the Culinary Institute, who has decision-making authority or immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Culinary Institute shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

(signatures on following page)

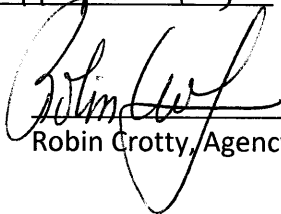
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

Ketchum Urban Renewal Agency

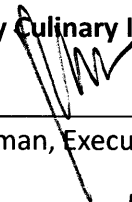

Chair, Susan Scovell

Date OCT. 11, 2019

ATTEST:


Robin Crotty, Agency Secretary

Sun Valley Culinary Institute, Inc.


Paul Hineman, Executive Director

Date 10/9/19

CONTRACT FOR SERVICES 50028

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

RECITALS

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

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

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

D. The Culinary Institute will be located at 211 N. Main Street in Ketchum and will offer culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community's food systems and partners with local organizations to promote healthy living programs.

E. Supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

F. KURA desires to contract with the Culinary Institute for professional services to

provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. KURA believes these services to promote this training will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

G. The parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for KURA for culinary arts training and job development located at 211 N Main Street in Ketchum. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

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

AGREEMENT

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

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay the Culinary Institute an amount not to exceed twenty-five thousand dollars (\$25,000) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2019, until September 30, 2020.
3. Scope of Services. The Parties hereby agree that Culinary Institute shall provide the following services:
 - a. The Culinary Institute shall be located at 211 N Main Street in Ketchum
 - b. Prepare and develop a curriculum to be used by the Sun Valley Culinary Institute for an amount not too exceed \$10,000.
 - c. Provide consulting services in the amount not too exceed \$10,000.
 - d. Reimbursement for building permits to remodel the building located at 211 N Main Street, Ketchum, Idaho into a Culinary Institute.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.

- a. Quarterly Report of Activities. The Culinary Institute shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the “Quarterly Report”). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.
- b. Budget. Within thirty (30) days after the execution of this Agreement, the Culinary Institute shall submit its program objectives and schedule to KURA, in a form which is satisfactory to KURA. The Culinary Institute shall also submit its 2020 Operating Budget to KURA when such budget has been approved by the Culinary Institute Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
- c. Program Documents. Within fifteen days (15) days after execution of this Agreement, the Culinary Institute shall submit to KURA its organizational and programing documents.
- d. Financial Accounting and Reporting Requirements. The Culinary Institute shall submit to KURA a year-end financial statement within ninety (90) days of the Culinary Institute’s fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to the Culinary Institute under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of the Culinary Institute’s financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of the Culinary Institute only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Culinary Institute shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
- e. General Requests. Upon request, and within a reasonable time period, the Culinary Institute shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
- f. Retention of Records. The Culinary Institute agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by the Culinary Institute under this

Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Culinary Institute.

5. Payments. The Culinary Institute shall be entitled to the consideration described in Section 1 of this Agreement upon the issuance by the City of Ketchum of a certificate of occupancy for the Culinary Institute facility located at 211 N. Main Street in Ketchum. To receive payments for the services described in Section 3 of this Agreement, the Culinary Institute shall submit invoices and requests for payment for the services described in Paragraph 3 of the Agreement to the KURA Board for review and authorization. Upon acceptance of the payment request by the KURA Board, payment shall be made within thirty (30) days.
6. Record of Funds. In order to insure proper financial accountability, the Culinary Institute shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Culinary Institute by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Culinary Institute activities or purposes other than for operations and activities in conformance with this Agreement.
7. Miscellaneous Provisions.
 - a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Culinary Institute
Paul Hineman, Executive Director
PO Box 3088
Sun Valley, Idaho 833353

All notices of changes of addresses shall be sent in the same manner.
 - b. Termination.
 - i. The Parties hereto covenant and agree that in the event KURA, in

its sole and absolute discretion, lacks sufficient funds to continue paying for the Culinary Institute's services under this Agreement, KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Culinary Institute shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.

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

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

- c. Independent Contractor. KURA and the Culinary Institute hereby agree that the Culinary Institute shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. The Culinary Institute, its agents and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. The Culinary Institute shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to the Culinary Institute under this Agreement and for the Culinary Institute's payments for work

performed in performance of this Agreement by the Culinary Institute, its agents and employees; and the Culinary Institute hereby releases, holds harmless and agrees to indemnify KURA from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

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

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

- d. Compliance with Laws/Public Records. The Culinary Institute acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. The Culinary Institute will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. The Culinary Institute further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by the Culinary Institute, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. The Culinary Institute shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from

the performance of the Agreement by the Culinary Institute.

- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of the Culinary Institute, who has decision-making authority or immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Culinary Institute shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

(signatures on following page)

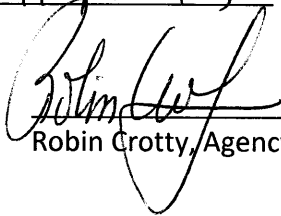
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

Ketchum Urban Renewal Agency

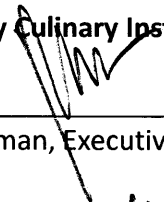

Chair, Susan Scovell

Date OCT. 11, 2019

ATTEST:


Robin Crotty, Agency Secretary

Sun Valley Culinary Institute, Inc.


Paul Hineman, Executive Director

Date 10/9/19



Ketchum Urban Renewal Agency

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:

Harry Griffith, Board Treasurer

Name of Project:

Sun Valley Culinary Institute (SVCI)

Project Description: SVCI offers culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts.

SVCI also provides opportunities to develop and maintain talent for a world class culinary hub in Ketchum and partners with local organizations to promote healthy living programs

Project Location: 211 N Main St Ketchum

Date Submitted:

7/7/2020

Estimated Date of Completion:

September 2021

Application Submittal Requirements

- ☒ Brief narrative describing the proposed public benefit of the project
- ☒ Map of project location
- ☒ Attached professional bids
- ☒ Attached preliminary/construction drawings

Notes on Submittals

Aggregated estimate

Phase 2 capital improvement

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:

Yes: ☒

No: ☐

Section: _____ Page: _____

\$ _____

Yes: ☒

No: ☐

Full Time: 3 Part Time: 1-3

\$ _____

\$ 25,000

Applicant's Signature

Date: 7/8/2020

Property Owner's Signature (if different):

Date: _____



Ketchum Urban Renewal Agency

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

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No: ☐

Section: _____ Page: _____

\$ _____

Yes: ☒

No: ☐

Full Time: 3 Part Time: 1-3

\$ _____

\$ 25,000

Applicant's Signature

Date: 7/8/2020

Property Owner's Signature (if different):

Date: _____

Narrative Report for KURA June 2020

1. Progress. During the last 12 months, significant progress toward activation of the Sun Valley Culinary Institute was made. Specific grantee activities for this period delivered the following critical milestones:

- Educational facility lease acquisition & execution for 10+ term
- Detailed design for main kitchen. Demo area & bakery
- Creation of detailed course materials for professional students
- Recruitment of candidates for Head Instructor role
- Preparation of recruiting materials for 1st cohort of professional students
- IRS approval of 501c3 status
- Educational facility retrofit completed
- Kitchen equipment installed
- Furniture & fixtures procured
- Health Department approval/license secured
- Certificate of occupancy issued
- Identification of preferred candidate for Head Instructor
- Recruitment visits to high schools for Idaho-origin student applicants
- Submittal of Federal Apprenticeship application
- Fundraising in excess of 70% of campaign target (\$700k of \$1m)

On March 11th, the Institute officially opened its doors with a ribbon cutting attended by 80 donors, government officials & press. Three days later, Blaine Co declared a state of emergency and mandated the shutdown of all non-essential businesses due to the Covid 19 pandemic.

After 75 days of mandated closure, Idaho finally allowed restaurant-classified businesses to open subject to social distancing and other safety and hygiene practices. In the most recent 30 days, SVCI completed a series of enthusiast cooking classes, delivering 15 classes to 150 people and demonstrated that this community educational concept could be delivered safely and efficiently. Examples of these classes are attached as an exhibit to this report

During the depths of the pandemic, the Board decided that starting the inaugural professional classes in September 2020 was too risky. The Board set aside an offer for head instructor, suspended student applications and is now planning on a 2021 start to professional instruction.

2. Insights.

The last 12 months have proved the potential for delivery of culinary educational programs in a resort community setting. Judicious investment of c\$250,000 in a capital retrofit has completely transformed a formerly blighted location in the heart of downtown Ketchum into a state of the art culinary arts teaching facility.

Narrative Report for KURA June 2020

As noted above, the enthusiast's classes sold out to record demand with little marketing and demonstrated a sustainable revenue/margin model. Although the professional program has been deferred until students can safely work without social distancing, interfaces with potential partners, students, suppliers and educators provided the following insights:

- A small cohort 1-year vocational program is unique in the industry and a model educating future students in the culinary art
- The integration of the in-class and externship learning modules is strongly supported by local restaurateurs who desperately need turn-key talent lacking in the community.
- The apprenticeship model designed for SVCI is properly structured and has been approved as a Federally recognized program
- The price point for the 1-year program at \$12,500 per student supplemented by an average scholarship award of \$4000 will attract a wide variety of interest from across the country
- Industry interest in the program is high, with support to date provided by Idahoan Foods, Middleby, EcoLab, and Sysco Foods among others
- Charitable and corporate giving has been secured from individual donors, family foundations, the Idaho Workforce Development Council, the Ketchum Urban Renewal Authority, and the Wood River Women's Foundation among other.

SVCI has also secured funding from the CARES III act through both the PPP and EIDL loan programs to strengthen its balance sheet and tide it over until the professional class can start once families and students can focus on the future post-pandemic. SVCI will continue to innovate on educational delivery and position itself to provide leadership in the new norm.

Sun Valley Culinary Institute. Inc.

BALANCE SHEET

As of June 30, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking (0244)	158,837.78
PayPal	3,154.25
SVI	0.00
US Bank Savings 4823	15,000.08
USBank Savings - 4773	25,790.66
Total Bank Accounts	\$202,782.77
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Brokerage Account	12,001.62
Total Other Current Assets	\$12,001.62
Total Current Assets	\$214,784.39
TOTAL ASSETS	\$214,784.39
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	14,451.87
Total Accounts Payable	\$14,451.87
Other Current Liabilities	
Griffith Payable	0.00
SBA IEDL COVID - Loan	160,000.00
Total Other Current Liabilities	\$160,000.00
Total Current Liabilities	\$174,451.87
Long-Term Liabilities	
Gift Certificates	100.00
US Bank - PPP COVID 2020	25,790.31
Total Long-Term Liabilities	\$25,890.31
Total Liabilities	\$200,342.18
Equity	
Retained Earnings	39,487.36
Net Income	-25,045.15
Total Equity	\$14,442.21
TOTAL LIABILITIES AND EQUITY	\$214,784.39

Sun Valley Culinary Institute. Inc.

PROFIT AND LOSS

January - June, 2020

	TOTAL
Income	
0000 REVENUE	
0105 Services Performed	650.00
0106 Special Culinary Events	8,386.32
0107 Venue Rentals	500.00
0108 Interest Income	1.97
0200 Restricted Contributions	
0201 Restricted - Individual	3,950.00
0202 Restricted - Corporate	2,800.00
Total 0200 Restricted Contributions	6,750.00
0300 Unrestricted Contributions	
0301 Unrestricted - Individual	115,080.00
0302 Unrestricted - Corporate	75,000.00
0303 Unrestricted - Foundation	20,000.00
0304 Unrestricted - Grants	26,433.00
Total 0300 Unrestricted Contributions	236,513.00
Total 0000 REVENUE	252,801.29
SBA - COVID 2020	2,000.00
Total Income	\$254,801.29
Cost of Goods Sold	
1000 OPERATING COSTS	
1002 Catering	1,396.93
1003a Beer	197.90
1003b Wine	462.09
1003c Food	2,380.86
1004 Kitchen Supplies	200.09
1005 Other Operating Costs	2,526.39
Total 1000 OPERATING COSTS	7,164.26
Total Cost of Goods Sold	\$7,164.26
GROSS PROFIT	\$247,637.03
Expenses	
2000 ADMIN COSTS	
2001 Advertising & Marketing	5,650.35
2002 Bank & Merchant Fees	1,354.92
2003 Bookkeeping Fees & 990	2,400.00
2004 Consultants & Contract Labor	42,370.00
2005 Curriculum & Program Development (BS)	10,000.00
2008 Other Admin Costs	786.64
2009 Professional Services	864.33

Sun Valley Culinary Institute. Inc.

PROFIT AND LOSS

January - June, 2020

	TOTAL
2010 Travel & Other	5,413.57
Total 2000 ADMIN COSTS	68,839.81
3000 FACILITY COSTS	546.65
3001 Cable & Internet	238.17
3002 Cleaning Expense	1,515.34
3004 Equipment Leasing	10,181.62
3007 Facility Rent	29,366.60
3008 Other Facility Costs	4,422.16
3009 Property & Umbrella Insurance	5,876.26
3011 Repairs & Maintenance	3,150.60
3012 Utilities - Electric	1,077.30
3013 Utilities - Gas	1,368.53
3014 Utilities - Water & Sewer	97.54
Total 3000 FACILITY COSTS	57,840.77
4000 SALARIES & WAGES	
4003 Director of Marketing	46,900.00
Total 4000 SALARIES & WAGES	46,900.00
5000 Capital Expenditures	
5002 Tenant Improvements	97,160.55
5004 Furniture & Fixtures	1,177.61
5005 Smallwares	763.44
Total 5000 Capital Expenditures	99,101.60
Total Expenses	\$272,682.18
NET OPERATING INCOME	\$ -25,045.15
NET INCOME	\$ -25,045.15



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

July 20, 2020

Chairman and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Chair and URA Commissioners:

REQUEST FOR FUNDING FOR SUN VALLEY ECONOMIC DEVELOPMENT

Recommendation and Summary

Staff recommends the board provide direction to staff on the funding request.

Introduction and History

The KURA provided \$15,000 to SVED in FY 19/20 and entered into a contract for services (Attachment A). SVED has submitted a request for funding in the amount of \$15,000 for FY 20/21 (Attachment B).

Current Report

As outlined in the funding request (Attachment C) funding would support the identified performance criteria. Should the Board approve funding, a contract for services, to include a scope of work, will return for Board approval.

Financial Requirement/Impact

The Board will determine funding priorities for FY 20/21 and decide if this request will be funded as part of the FY 20/21 budget.

Attachments:

FY 19/20 Contract for Services with SVED
SVED funding request
SVED Balance Sheet and Profit and Loss Statement

CONTRACT FOR SERVICES 50025

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

RECITALS

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay SVED an amount not to exceed fifteen thousand and no/100 (\$15,000.00) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2019, until September 30, 2020.
3. Scope of Services. The Parties hereby agree that SVED shall provide certain services to KURA as set forth in the Scope of Services attached hereto as Exhibit A.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
 - a. Quarterly Report of Activities. SVED shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the "Quarterly Report"). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.

- b. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit its 2019 Year-to-Date P&L and Balance Sheet to KURA, in a form which is satisfactory to KURA, showing income, expenses and particular fund balances. SVED shall submit its 2020 Operating Budget to KURA when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - c. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to KURA IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - d. Financial Accounting and Reporting Requirements. SVED shall submit to KURA a year-end financial statement within ninety (90) days of SVED's fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to SVED under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of SVED's financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
 - e. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
 - f. Retention of Records. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.
5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the Quarterly Reports described in paragraph 4(a) of this Agreement. Upon acceptance of the Quarterly Reports by the KURA Board, payment shall be made within thirty (30) days. The amount of each

quarterly payment to be paid to SVED shall be three thousand seven hundred fifty and 00/100 (\$3,750.00).

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

7. Miscellaneous Provisions.

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

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

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

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

b. Termination.

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

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

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

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

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

commencements and deadlines with SVED.

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

- d. Compliance with Laws/Public Records. SVED acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. SVED will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. SVED further agrees to comply with all federal, state, city, and local laws, rules and regulations.
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- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

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

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

Ketchum Urban Renewal Agency

Susan Stowell
Chair

Date AUG. 30 2019

ATTEST:

Robin Crotty
Robin Crotty, Agency Secretary

Sun Valley Economic Development Corp.

Harry Griffith
Harry Griffith, Executive Director

Date Aug 30 2019

Exhibit A

SVED shall provide the following services:

- a. Business Development within the KURA Revenue Allocation Area.
 - i. SVED shall attract new businesses and relocate existing businesses within the boundaries of the KURA Revenue Allocation Area by identifying and soliciting potential companies and businesses to bring their operations to the Revenue Allocation Area.
 - ii. For existing businesses, SVED shall provide consulting and mentoring services to improve and strengthen businesses currently located within the project area.
- b. Project Development within the KURA Revenue Allocation Area.
 - a. SVED shall make measurable and quantifiable progress on making the following projects occur within the KURA Revenue Allocation Area:
 - 1. Olympic Center Development
 - 2. Human Performance Lab Development
 - 3. Other innovation project development

For the above projects, measurable progress shall be defined as advancing community partnerships, obtaining capital or securing financing, developing business plans, and executing contract and agreements.
- c. Economic Development Consulting to KURA. On a case by case basis, SVED shall respond and fulfill specific requests submitted to SVED from the KURA Board regarding requests for economic analysis and research as it may relate to projects within the KURA Revenue Allocation Area.



Ketchum Urban Renewal Agency

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:

Harry Griffith, Executive Director

Name of Project:

Sun Valley Economic Development

Project Description: SVED is a public private partnership dedicated to promoting the economic vitality, diversity and quality of place throughout Blaine Co. SVED

works for Ketchum to attract new business/jobs, promote economic growth, attract visitors/events & increase overall economic activity.

Project Location: POB 3893 Ketchum, ID 83353

Date Submitted:

7/9/2020

Estimated Date of Completion:

September 2021

Application Submittal Requirements

- ☒ Brief narrative describing the proposed public benefit of the project
- ☐ Map of project location
- ☐ Attached professional bids
- ☐ Attached preliminary/construction drawings

Notes on Submittals

2020 Performance objectives

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:

Yes: ☒

No: ☐

Section: _____ Page: _____

\$ _____

Yes: ☐

No: ☒

Full Time: 1 Part Time: 1

\$ _____

\$ 15,000

Applicant's Signature Harry Griffith

Date: 7/9/2020

Property Owner's Signature (if different): _____

Date: _____

Sun Valley Economic Development

ANNUAL PERFORMANCE CRITERIA

Performance Objective Number	Action Plan Category	Performance Criteria/Assessment (Green=Delivered, Yellow=Partially Delivered, Red=Not Delivered)	Responsibility	Target Date for Delivery	Weight (1=lo, 3=hi)
1	Business Attraction, Expansion, Retention and/or Creation	Deliver improved annual economic profiles	DP	15-Sep-20	2
2		Activate Housing Ready Team 3+ times	Shared	30-Dec-20	3
3		Participate in 5 tourism/hospitality-related expansion activities/programs	Shared	30-Dec-20	2
4		Introduce/propose 5 State/Local incentive programs to help local businesses	HEG	30-Dec-20	2
5		Conduct talent needs assessment	DP	15-Sep-20	3
6		Prepare and implement social media program	DP	30-Dec-20	2
7		Secure certificate of occupancy for culinary institute opening	HEG	30-Mar-20	3
8	Place Making	Provide strategic and/or analytical support for 3 community events	Shared	30-Dec-20	1
9		Conduct a minimum of 2 annual conversations with each City government/representative	Shared	30-Dec-20	2
10	Training	Attend 2 Southern Idaho Economic Development & 2 Idaho Economic Development Association events	Shared	30-Dec-20	1
11		Participate in 5 Virtual Roundtables or other Commerce training activities	Shared	30-Dec-20	1
12	Other	Visit 10 existing or new member businesses per month	DP	30-Dec-20	3
13		Secure 5 new members for year	DP	30-Dec-20	3
14		Maintain YE membership at 115	DP	30-Dec-20	2
15		Deliver positive YE operating income, along with budgeted Forum & Summit outcomes	Shared	30-Dec-20	3

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Sun Valley Economic Development, Inc.

BALANCE SHEET

As of June 30, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bank Accounts	
Checking-Sustain Blaine (Zions)	0.00
Total Bank Accounts	0.00
PayPal	0.00
US Bank - SVED	8,556.68
Total Bank Accounts	\$8,556.68
Accounts Receivable	
Accounts Receivable	15,450.00
Total Accounts Receivable	\$15,450.00
Other Current Assets	
Undeposited Funds	100.00
Total Other Current Assets	\$100.00
Total Current Assets	\$24,106.68
Other Assets	
Organizational Costs	10.00
Total Other Assets	\$10.00
TOTAL ASSETS	\$24,116.68
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	7,000.00
Total Accounts Payable	\$7,000.00
Other Current Liabilities	
Refundable Deposit	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$7,000.00
Total Liabilities	\$7,000.00
Equity	
Unrestricted Net Assets	11,018.24
Net Income	6,098.44
Total Equity	\$17,116.68
TOTAL LIABILITIES AND EQUITY	\$24,116.68

Sun Valley Economic Development, Inc.

PROFIT AND LOSS

January - June, 2020

	TOTAL
Income	
Income	
Events	
Summit	
Summit - Sponsorship	1,000.00
Total Summit	1,000.00
Total Events	1,000.00
Grant Income	
State Dept of Commerce	12,250.00
Total Grant Income	12,250.00
Private Sector	
Membership	41,500.00
Total Private Sector	41,500.00
Public Sector	
Ketchum	2,500.00
Kura	7,500.00
Total Public Sector	10,000.00
Total Income	64,750.00
Interest Income	1.70
Uncategorized Income	2,000.00
z In Kind Revenue & Services	3,200.00
Total Income	\$69,951.70
GROSS PROFIT	\$69,951.70
Expenses	
Office Administration	
Accounting	
General Accounting	1,700.00
Tax Preparation	345.74
Total Accounting	2,045.74
Bank Costs	429.85
Dues & Subscriptions	-100.00
Total Office Administration	2,375.59

Sun Valley Economic Development, Inc.

PROFIT AND LOSS

January - June, 2020

	TOTAL
Operating Expenses	
Compensation	
Executive Director	28,000.00
Bonus	6,624.00
Total Executive Director	34,624.00
Membership Director	
Base	16,500.00
Commissions/Bonus	6,008.32
Total Membership Director	22,508.32
Total Compensation	57,132.32
Consulting	2,325.00
Marketing	1,575.98
Travel, Meals & Entertainment Expense	304.38
Web Site	90.00
Total Operating Expenses	61,427.68
Uncategorized Expense	49.99
Total Expenses	\$63,853.26
NET OPERATING INCOME	\$6,098.44
Other Expenses	
Other Miscellaneous Expense	0.00
Total Other Expenses	\$0.00
NET OTHER INCOME	\$0.00
NET INCOME	\$6,098.44