



KETCHUM URBAN RENEWAL AGENCY

**Monday, May 19, 2025 at 2:00 PM
191 5th Street West, Ketchum, Idaho 83340**

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

Join us via Zoom (*please mute your device until called upon*).

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/85096375539>

Webinar ID: 850 9637 5539

Join us at City Hall.

Submit your comments in writing at info@ketchumura.org (*by noon the day of the meeting*).

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

CALL TO ORDER:

ROLL CALL:

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:

CONSENT CALENDAR: (ALL ACTION ITEMS)

1. ACTION ITEMS: Approval of April 21, 2025 Minutes
2. ACTION ITEM: Approval of KURA Bills
3. ACTION ITEM: Approval of Jade Riley as KURA Executive Director

DISCUSSION ITEMS:

4. Discussion of Potentially Changing KURA Meeting Times

ACTION ITEMS:



5. ACTION ITEM: Recommendation to Approve Resolution 25-URA03 Approving Agreement 50096, Mutual Termination and Release Agreement Between KURA and First + Washington LLC
6. ACTION ITEM: Recommendation to Approve License Agreement 50097 Between KURA and City of Ketchum for Operation and Use of First and Washington Public Parking Lot

ADJOURNMENT:



Meeting Minutes of the KURA Special Meeting

Monday, April 21, 2025

2:00p.m.

Ketchum City Hall

CALL TO ORDER:

Susan Scovell called the meeting to order. *(00:00:14 in video)*

ROLL CALL:

Present:

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

Absent:

Board Member—Tyler Davis-Jeffers

Other attendees:

Suzanne Frick—KURA Executive Director
Jade Riley—City Administrator
Brent Davis—Finance Director
Trent Donat—City Clerk and KURA Secretary
Abbey Germain—KURA Attorney *(via teleconference)*

COMMUNICATION FROM THE BOARD MEMBERS:

None

CONSENT CALENDAR

1. Motion to approve March 17, 2025, KURA Meeting Minutes. *(00:01:01 in video)*

Motion made by: Courtney Hamilton; seconded by: Casey Burke

Ayes: Mason Frederickson, Susan Scovell, Gary Lipton, Casey Burke, Susan Scovell

Recused: Amanda Breen

Result: Motion Passes

2. Motion to approve the bills. *(00:06:19 in video)*

- Gary Lipton made comments, asked questions, and had a discussion regarding the bills. *(00:01:17 in video)*

- Suzanne Frick addressed the questions

Motion made by: Mason Frederickson; seconded by: Susan Scovell

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

Result: Motion Passes



ACTION ITEM:

3. Recommendation to approve Resolution 25-URA02 approving Reimbursement Agreement #50095 for public improvements adjacent to 120 4th Street East.
Presented by: Suzanne Frick (00:11:03 in video)

Comments, questions, and discussion by board members. (00:12:45 in video)

Motion to accept Resolution 25-URA02 approving Reimbursement Agreement #50095 for public improvements adjacent to 120 4th Street East. (00:17:34 in video)

Motion made by: Gary Lipton; seconded by: Casey Burke

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

Result: Motion Passes

COMMUNICATION FROM THE BOARD MEMBERS:

Susan Scovell (00:18:00 in video)

4. Review and provide direction to staff on FY26 proposed Capital Projects and 5-Year KURA Capital Improvement Budget.

Introduction by: Suzanne Frick (00:18:46 in video)

Presented by: Brent Davis (00:19:26 in video)

Comments, questions, and discussion by board members throughout the presentation.

Joined by: Suzanne Frick, Brent Davis, and Jade Riley

5. Review and approve proposed improvements and funding for the First and Washington Parking Lot.

Introduction by: Suzanne Frick (00:53:40 in video)

Presented by: Trent Donat (00:55:15 in video)

Joined by: Jade Riley (01:06:49 in video)

Comments, questions, and discussion by board members. (01:07:52 in video)

Joined by: Trent Donat, Jade Riley, and Suzanne Frick

ADJOURNMENT:

Motion to adjourn.

Motion made by: Amanda Breen (01:36:33 in video)

Public Comment:

Thea Koenig (01:36:55 in video)

Scott Curtis (01:39:37 in video)

Comments, questions, and discussion by board members. (01:40:55 in video)



ADJOURNMENT:

Motion to adjourn seconded by: Mason Frederickson *(01:41:53 in video)*

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

Result: Adjourned

Susan Scovell, Board Chair

ATTEST:

Trent Donat, KURA 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			
KETCHUM COMPUTERS, INC.	21055	Monthly Workstation Maintenance KURA	49.50
ELAM & BURKE	213693	General Representation	729.05
ELAM & BURKE	213695	1st & Washington Project	323.80
ELAM & BURKE	214242	Professional Services April 16-30 2025	812.00
ELAM & BURKE	214243	1st & Washington Project	261.00
WORKMAN AND COMPANY	041825	Financial Statements Audit 2024	2,500.00
98-4410-8801 REIMBURSE CITY GENERAL FUND			
CITY OF KETCHUM	9805	Salaries & Benefits April 2025	6,969.02
Total URBAN RENEWAL EXPENDITURES:			11,644.37
Total URBAN RENEWAL AGENCY:			11,644.37
Grand Totals:			11,644.37



P.O. Box 5186
Ketchum, ID 83340

Invoice

Date	Invoice #
5/1/2025	21055
Terms	Due Date
Net 30	5/31/2025

Bill To
Ketchum Urban Renewal Agency finance@ketchumidaho.org

Federal Tax ID: 26-1671669

billing@ketchumcomputers.com

Date	Employee	Description	Quantity	Rate	Amount
5/3/2025	Mandeville	Monthly Workstation Maintenance: KURA laptop	1	49.50	49.50
Total					\$49.50

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



March 31, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 213693
Client No. 8962
Matter No. 1
Billing Attorney: ARG

INVOICE SUMMARY

For Professional Services Rendered from March 13, 2025 through March 31, 2025.

RE: General Representation

Total Professional Services	\$ 725.00
Total Costs Advanced	<u>\$ 4.05</u>
TOTAL THIS INVOICE	\$ 729.05

ELAM & BURKE

March 31, 2025
Invoice No. 213693
Client No. 8962
Matter No. 1
Billing Attorney: ARG

PROFESSIONAL SERVICES

Date	Atty	Description	Hours
3/13/25	ARG	Review staff report on WRHTA proposals to City on Y property and lift tower. Provide proposed revisions to same.	.40
3/14/25	ARG	Review of Board packet materials including annual report, resolution for same, documents on 1st and Washington, etc.	.50
3/17/25	ARG	Prepare for KURA March Board meeting. Review comments from public regarding 1st and Washington lot. Attend via Zoom March Board meeting.	1.60

TOTAL PROFESSIONAL SERVICES

\$ 725.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Rate	Billed Hours	Billed Amount	Non-Chargeable Hours	Non-Chargeable Amount
Germaine, Abbey R.	Shareholder	290.00	2.50	725.00	.00	.00
Total			2.50	\$ 725.00	.00	\$.00

COSTS ADVANCED

Description	Amount
Copies	4.05

TOTAL COSTS ADVANCED

\$ 4.05

TOTAL THIS INVOICE

\$ 729.05

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



March 31, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 213693
Client No. 8962
Matter No. 1
Billing Attorney: ARG

REMITTANCE

RE: General Representation

BALANCE DUE THIS INVOICE

\$ 729.05

ONLINE PAYMENTS

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.
NOTE: A convenience surcharge will be applied to all of these transactions.

To pay online, please click here: [Pay Now](#) or go to: www.elamburke.com/payments

ACH PAYMENTS IN USD

Account Holder: Elam & Burke, PA
Bank Name: U.S. Bank
Branch Name: Meridian CenterPoint Office
Account Number: 82982196
ABA Routing Number: 021052053

CHECK PAYMENTS

All checks should be made payable to:
Elam & Burke, PA
ATTN: Accounts Receivable
251 E. Front Street, Suite 300
Boise, ID 83702
(Please return this advice with payment.)

Please reference: Invoice 213693, File # 8962 - 1 on all payments.

INVOICES ARE PAYABLE UPON RECEIPT
Thank you! Your business is greatly appreciated.

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Boise, Idaho 83702
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Fax 208-384-5844



March 31, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 213695
Client No. 8962
Matter No. 3
Billing Attorney: ARG

INVOICE SUMMARY

For Professional Services Rendered from March 5, 2025 through March 31, 2025.

RE: 1st and Washington Project

Total Professional Services	\$ 319.00
Total Costs Advanced	<u>\$ 4.80</u>
TOTAL THIS INVOICE	\$ 323.80

ELAM & BURKE

March 31, 2025

Invoice No. 213695

Client No. 8962

Matter No. 3

Billing Attorney: ARG

PROFESSIONAL SERVICES

Date	Atty	Description	Hours
3/05/25	ARG	Review and respond to email correspondence from Suzanne Frick regarding documents needed to terminate DDA. Draft email correspondence and review response to same from John McDevitt regarding lease assessment for private use under bond restrictions.	.20
3/11/25	ARG	Review email correspondence and respond to same regarding new proposals for housing on City-owned property.	.20
3/12/25	ARG	Review email correspondence from Suzanne Frick regarding proposed projects on Y property. Teams meeting with Suzanne Frick to discuss same.	.70
TOTAL PROFESSIONAL SERVICES			\$ 319.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Rate	Billed Hours	Billed Amount	Non-Chargeable Hours	Non-Chargeable Amount
Germaine, Abbey R.	Shareholder	290.00	1.10	319.00	.00	.00
Total			1.10	\$ 319.00	.00	\$.00

COSTS ADVANCED

Description	Amount
Color Copies	4.80
TOTAL COSTS ADVANCED	\$ 4.80
TOTAL THIS INVOICE	\$ 323.80

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



March 31, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 213695
Client No. 8962
Matter No. 3
Billing Attorney: ARG

REMITTANCE

RE: 1st and Washington Project

BALANCE DUE THIS INVOICE

\$ 323.80

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ACH PAYMENTS IN USD

Account Holder: Elam & Burke, PA
Bank Name: U.S. Bank
Branch Name: Meridian CenterPoint Office
Account Number: 82982196
ABA Routing Number: 021052053

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Elam & Burke, PA
ATTN: Accounts Receivable
251 E. Front Street, Suite 300
Boise, ID 83702
(Please return this advice with payment.)

Please reference: Invoice 213695, File # 8962 - 3 on all payments.

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Thank you! Your business is greatly appreciated.

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Boise, Idaho 83702
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Fax 208-384-5844



April 30, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 214242
Client No. 8962
Matter No. 1
Billing Attorney: ARG

INVOICE SUMMARY

For Professional Services Rendered from April 16, 2025 through April 30, 2025.

RE: General Representation

Total Professional Services	\$ 812.00
Total Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 812.00

ELAM & BURKE

April 30, 2025

Invoice No. 214242

Client No. 8962

Matter No. 1

Billing Attorney: ARG

PROFESSIONAL SERVICES

Date	Atty	Description	Hours
4/16/25	ARG	Review reimbursement agreement for public developments. Review and respond to email correspondence from Suzanne Frick regarding same.	.70
4/21/25	ARG	Prepare for KURA April Board meeting. Attend via Zoom April Board meeting to advise on issues as necessary.	1.80
4/22/25	RPA	Review and respond to inquiry concerning authority of KURA to purchase property outside the project area.	.30

TOTAL PROFESSIONAL SERVICES

\$ 812.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Rate	Billed Hours	Billed Amount	Non-Chargeable Hours	Non-Chargeable Amount
Germaine, Abbey R.	Shareholder	290.00	2.50	725.00	.00	.00
Armbruster, Ryan P.	Of Counsel	290.00	.30	87.00	.00	.00
Total			2.80	\$ 812.00	.00	\$.00

TOTAL THIS INVOICE

\$ 812.00

251 E. Front Street, Suite 300
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Fax 208-384-5844



April 30, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 214242
Client No. 8962
Matter No. 1
Billing Attorney: ARG

REMITTANCE

RE: General Representation

BALANCE DUE THIS INVOICE

\$ 812.00

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Thank you! Your business is greatly appreciated.

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Fax 208-384-5844



April 30, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 214243
Client No. 8962
Matter No. 3
Billing Attorney: ARG

INVOICE SUMMARY

For Professional Services Rendered from April 8, 2025 through April 30, 2025.

RE: 1st and Washington Project

Total Professional Services	\$ 261.00
Total Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 261.00

ELAM & BURKE

April 30, 2025

Invoice No. 214243

Client No. 8962

Matter No. 3

Billing Attorney: ARG

PROFESSIONAL SERVICES

Date	Atty	Description	Hours
4/08/25	ARG	Telephone call with Evan Robinson to discuss KURA's potential for purchase of City property and development of affordable housing. Discussion on City RFP regarding same. Review and respond to email correspondence from Suzanne Frick regarding upcoming KURA meeting and necessary action item and document development.	.70
4/22/25	ARG	Review and respond to email correspondence from Suzanne Frick regarding ability for KURA to purchase property outside of its District.	.20

TOTAL PROFESSIONAL SERVICES **\$ 261.00**

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Rate	Billed Hours	Billed Amount	Non-Chargeable Hours	Non-Chargeable Amount
Germaine, Abbey R.	Shareholder	290.00	.90	261.00	.00	.00
Total			.90	\$ 261.00	.00	\$.00

TOTAL THIS INVOICE **\$ 261.00**

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



April 30, 2025

Ketchum Urban Renewal Agency
Attn: Suzanne Frick
Executive Director
PO Box 2315
Ketchum, ID 83340

Invoice No. 214243
Client No. 8962
Matter No. 3
Billing Attorney: ARG

REMITTANCE

RE: 1st and Washington Project

BALANCE DUE THIS INVOICE

\$ 261.00

ONLINE PAYMENTS

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Boise, ID 83702
(Please return this advice with payment.)

Please reference: Invoice 214243, File # 8962 - 3 on all payments.

INVOICES ARE PAYABLE UPON RECEIPT
Thank you! Your business is greatly appreciated.

WORKMAN AND COMPANY

Certified Public Accountants
P.O. Box 2367
2190 Village Park Ave., Suite 300
Twin Falls, Idaho 83303-2367

Invoice

Date	Invoice #
4/18/2025	

Bill To

**KETCHUM URBAN RENEWAL AGENCY
PO BOX 2315
KETCHUM, IDAHO 83340**

Terms	Due Date	Account #
Net 30	4/18/2025	

Date	Item	Description	Rate	Amount
4/18/2025	Balance Forward			0.00
		Audited Financial Statements at September 30, 2024		2,500.00
			Total	\$2,500.00
			Payments/Credits	
Phone #	(208)733-1161			
Fax #	(208)733-6100			
			BALANCE DUE	\$2,500.00

WORKMAN AND COMPANY CPAS

**CITY OF KETCHUM**

P.O. Box 2315
Ketchum ID 83340
Phone: (208) 726-3841

INVOICE

Date	Number	Page
05/01/2025	9085	1

Bill To: KETCHUM URBAN RENEWAL AGENCY
BOX 2315

KETCHUM ID 83340

Customer No. 410

Project:

Terms: Due Upon Receipt

Invoice Due Date: 05/01/2025

Quantity	Description	Unit Price	Net Amount
1	SALARIES & BENEFITS APRIL 2025	6,969.02	6,969.02
Please remit payment via: https://www.ketchumidaho.org/administration/page/online-payments OR City of Ketchum PO Box 2315 Ketchum, ID 83340		Amount	6,969.02
		Balance Due	<u>6,969.02</u>

Employee	Rate w/benefits	Hours	Amount	February		
Frick, Suzanne	107.30	63	6,759.89	Rate	Hours	Financial Statement
Donat, Trent	67.81	1	67.81	107.30	43	4,613.89
McCollum, Suzanne	46.46	0	-			
Ching, Carly	46.38	1	46.38			
Davis, Brent	94.94	1	94.94			
Total		66.00	6,969.02			

NON-DEPARTMENTAL

PERSONAL SERVICES:

01-4193-1000	SALARIES	2,795.00	32,305.00	7
01-4193-2100	FICA TAXES-CITY	213.82	2,471.35	
01-4193-2200	STATE RETIREMENT-CITY	334.28	3,863.67	
01-4193-2400	WORKMEN'S COMPENSATION-CITY	2.79	32.49	
01-4193-2500	HEALTH INSURANCE-CITY	1,210.00	8,470.00	1
01-4193-2510	DENTAL INSURANCE-CITY	42.00	234.41	
01-4193-2515	VISION	16.00	70.08	
TOTAL PERSONAL SERVICES		4,613.89	47,447.00	9

Report Criteria:

Activity: Activity code = 415003,417002

Employee Number	Name	Date	Reference Number	Task Number	Activity Code	Activity Description	Hours	Pay Code	Comments
FRICK, SUZANNE									
1700	FRICK, SUZANNE	03/24/2025	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	03/25/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	03/26/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	03/27/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	03/28/2025	1	14	415003	URA ADMINISTRATION	1.00		
1700	FRICK, SUZANNE	03/31/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/01/2025	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	04/02/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/03/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/04/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/07/2025	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	04/08/2025	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	04/09/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/10/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/11/2025	1	14	415003	URA ADMINISTRATION	1.00		
1700	FRICK, SUZANNE	04/14/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/15/2025	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	04/16/2025	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	04/17/2025	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/18/2025	1	14	415003	URA ADMINISTRATION	1.00		
Total FRICK, SUZANNE:							43.00		
Grand Totals:							43.00		



Ketchum Urban Renewal Agency

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

May 19, 2025

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE JADE RILEY AS EXECUTIVE DIRECTOR OF KURA

Introduction/History

With the retirement of Suzanne Frick in June, the KURA must approve a new Executive Director. Per Administrative and Support Services Agreement 50075, including the First Amendment to the Agreement approved in 2003, the KURA Executive Director shall be appointed by the Mayor or City Administrator subject to the approval of the KURA Board.

Jade Riley has been appointed as the new Executive Director by the Mayor subject to KURA approval. This request asks the Board to approve Jade Riley as the KURA Executive Director.

Recommendation and Motion

The following is the recommended motion:

“ I move to approve Jade Riley as the KURA Executive Director.”



Ketchum Urban Renewal Agency

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

May 19, 2025

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE RESOLUTION 25-URA03 AND AGREEMENT 50096 APPROVING MUTUAL TERMINATION AND RELEASE AGREEMENT BETWEEN KURA AND FIRST + WASHINGTON PROPERTIES LLC

Background

At the March 17, 2025 KURA meeting, the Board directed staff to prepare the documents to terminate the Development and Disposition Agreement between the KURA and First + Washington LLC for development of the workforce housing project.

Action

Staff requests the board approve Resolution 25-URA03 that approves Agreement 50096, Mutual Termination and Release Agreement for the First + Washington project. This action will terminate the Development and Disposition Agreement and any further actions with First + Washington LLC.

Recommendation and Motion

Staff recommends the following motion:

"I move to approve Resolution 25-URA03 approving Agreement 50096."

Attachment" Resolution 25-URA03 and Agreement 50096

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE MUTUAL TERMINATION AND RELEASE BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM AND FIRST + WASHINGTON PROPERTIES LLC RELATED TO THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE FIRST AND WASHINGTON AFFORDABLE WORKFORCE HOUSING PROJECT; AUTHORIZING THE CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID MUTUAL TERMINATION AND RELEASE AGREEMENT; AUTHORIZING THE CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE MUTUAL TERMINATION AND RELEASE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE MUTUAL TERMINATION AND RELEASE AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

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

WHEREAS, the City Council of the city of Ketchum (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; and

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

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the “Project Area”), which established an area for redevelopment and anticipated improvement projects; and

WHEREAS, in order to achieve the objectives of the 2010 Plan, the Agency is authorized to acquire real property for the revitalization of areas within the 2010 Plan Project Area boundaries; and

WHEREAS, the Agency owns certain real property addressed as 211 E. 1st Avenue, Ketchum (Parcel RPK00000190070), and real property unaddressed as Lot 5, Block 19 (Parcel

RPK0000019005B), and Lot 6, Block 19 (Parcel RPK0000019006B) (the “Site”), generally described on **Exhibit A**; and

WHEREAS, in accordance with Idaho Code Section 50-2011 – Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposal (“RFP”) on May 26, 2022, seeking to initiate a redevelopment project to bring affordable workforce housing to the Project Area in compliance with the 2010 Plan through redevelopment of other properties in the vicinity; and

WHEREAS, following the publication of the RFP in the *Idaho Mountain Express* newspaper on May 26, 2022, the Agency received three (3) proposals for development of the Site by the August 26, 2022, deadline; and

WHEREAS, the Agency Board appointed a review group to join Agency staff in analyzing the proposals, conducting interviews with each development team, and providing findings of fact and comments to Agency staff sufficient for the Agency Board to make a selection of the proposals; and

WHEREAS, the review group along with Agency staff did interview each development team and thereafter provided the preliminary recommendation of the Wood River Community Housing Trust Inc. (“WRCHT”) and deChase Miksis Development, otherwise known as deChase Development Services, LLC, or such successors and assigns (First + Washington Properties LLC (collectively referred to as “Developer”), for selection of its proposal (“Joint Proposal”); and

WHEREAS, at its regular public meeting of November 14, 2022, pursuant to Resolution No. 22-URA11, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed recommendation for development of the Site and selected Developer to begin negotiations; and

WHEREAS, the Joint Proposal contemplated development of a four-story housing project, with public parking, and retail on the first floor located all within the Site. The RFP and the Joint Proposal contemplated disposition of the Site via a long-term ground lease, which would outline the terms and conditions of the Developer’s use and development of the Site. The Joint Proposal proposed a fifty (50) year ground lease; and

WHEREAS, after selection of the Joint Proposal by the Agency Board, the Agency and the Developer entered into an Agreement to Negotiate Exclusively on January 27, 2023, which outlined the process for negotiation of this Agreement and a long-term ground lease; and

WHEREAS, on March 22, 2024, the Agency and Developer entered into the Disposition and Development Agreement (“DDA”) for the construction and operation of rent restricted residential dwelling units and associated common areas, amenities, and related parking, located on the Site, prioritized for individuals and families working in the Ketchum area (“Project”); and

WHEREAS, following the execution of the DDA between Agency and Developer, the Parties executed the Design Plans Funding and Reimbursement Agreement (“Design Reimbursement Agreement”), in which the Agency based on its commitment to providing the

Developer a construction ready Site for the Project, agreed to initially fund the design review plans and lot consolidation process necessary for receiving City Council and City Planning and Zoning Commission approval; and

WHEREAS, the Design Reimbursement Agreement contemplated that should the design review plans be approved by the City, the Developer would reimburse the Agency for the cost of the design review plans, and the ownership of the design review plans would be transferred to the Developer, for use in connection with the Project. In the alternative, if the design review plans were not approved, or the Project did not move forward, the Developer would not have an obligation to reimburse the Agency for the cost of the design review plans, and the ownership of such plans would remain with the Agency; and

WHEREAS, in addition, the Agency, in furtherance of its purpose as outlined in the 2010 Plan to create affordable workforce housing, agreed to help fund eligible aspects of the Project, in an amount not to exceed Eight Million Dollars (\$8,000,000.00), based on reimbursement of eligible infrastructure construction costs (“Funding Commitment”); and

WHEREAS, the Agency and the Developer continued to work together in good faith to perform under the terms of the DDA. However, due to several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting and increasing interest rates, investor requirements, high construction costs, supply chain issues, and public input regarding the need for increased parking as part of the project, the Parties determined that Project is not economically feasible and cannot be constructed in a manner that accomplishes the public’s requests for additional public parking within the Project; and

WHEREAS, the Parties have agreed to negotiate the terms of a mutual release and termination of the DDA, as well as the Design Reimbursement Agreement and Funding Commitment based on the infeasibility of the Project as originally contemplated; and

WHEREAS, as such, the Parties have negotiated a Mutual Termination and Release Agreement (“Agreement”) to terminate the DDA, and to provide a mutual release as set forth in the Agreement; and

WHEREAS, Agency staff recommends approval of the Agreement by the Agency Board of Commissioners; and

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Agency Chair to execute the Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the Agreement, a copy of which is attached as Exhibit A, and incorporated herein and made a part hereof by reference, is hereby approved, recognizing any technical changes or corrections, which may be required prior to execution of the Agreement.

Section 3: That the Chair of the Agency is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and legal counsel that all conditions precedent to, and any necessary technical changes to the Agreement are consistent with the provisions of the Agreement including the comments and discussion received, or any necessary substantive changes discussed and approved, at the May 19, 2025, Agency Board meeting.

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 May 19, 2025. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 19, 2025.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Susan Scovell, Chair

ATTEST:

By _____
Secretary

EXHIBIT A

MUTUAL TERMINATION AND RELEASE AGREEMENT

4939-0546-6947, v. 3

50096
MUTUAL TERMINATION AND RELEASE AGREEMENT
by and between
KETCHUM URBAN RENEWAL AGENCY
and
FIRST + WASHINGTON PROPERTIES LLC

THIS MUTUAL TERMINATION AND RELEASE AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the city of Ketchum, aka the Ketchum Urban Renewal Agency, Idaho, a public body, corporate and politic, of the state of Idaho (“Agency”), organized and authorized to conduct business pursuant to 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”) and First + Washington Properties LLC, an Idaho limited liability company (“Developer”). Agency and Developer may be collectively referred to as the “Parties” and individually referred to as a “Party.” All capitalized terms not otherwise defined herein shall have those meanings set forth in the Disposition and Development Agreement (defined below), by and between the Agency and the Developer.

RECITALS

A. The 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.

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

C. The 2010 Plan established the Revenue Allocation Area (the “Project Area”), which established an area for redevelopment and anticipated improvement projects.

D. In order to achieve the objectives of the 2010 Plan, the Agency is authorized to acquire real property for the revitalization of areas within the 2010 Plan Project Area boundaries.

E. The Agency owns certain real property addressed as 211 E. 1st Avenue, Ketchum (Parcel RPK00000190070), and real property unaddressed as Lot 5, Block 19 (Parcel RPK0000019005B), and Lot 6, Block 19 (Parcel RPK0000019006B) (the “Site”), generally described on **Exhibit A**; and

F. In accordance with Idaho Code Section 50-2011 – Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposal (“RFP”) on May 26, 2022, seeking to initiate a redevelopment project to bring affordable workforce housing to the Project Area in compliance with the 2010 Plan.

G. Following the publication of the RFP in the *Idaho Mountain Express* newspaper on May 26, 2022, the Agency received three (3) proposals for development of the Site by the August 26, 2022, deadline.

H. The Agency Board appointed a review group to join Agency staff in analyzing the proposals, conducting interviews with each development team, and providing findings of fact and comments to Agency staff sufficient for the Agency Board to make a selection of the proposals.

I. The review group along with Agency staff did interview each development team and thereafter provided the preliminary recommendation of the Wood River Community Housing Trust Inc. (“WRCHT”) and deChase Miksis Development, otherwise known as deChase Development Services, LLC, or such successors and assigns (First + Washington Properties LLC (collectively referred to as “Developer”), for selection of its proposal (“Joint Proposal”).

J. At its regular public meeting of November 14, 2022, pursuant to Resolution No. 22-URA11, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed recommendation for development of the Site and selected Developer to begin negotiations.

K. The Joint Proposal contemplated development of a four-story housing project, with public parking, and retail on the first floor located all within the Site. The RFP and the Joint Proposal contemplated disposition of the Site via a long-term ground lease, which would outline the terms and conditions of the Developer’s use and development of the Site. The Joint Proposal proposed a fifty (50) year ground lease.

L. After selection of the Joint Proposal by the Agency Board, the Agency and the Developer entered into an Agreement to Negotiate Exclusively on January 27, 2023, which outlined the process for negotiation of this Agreement and a long-term ground lease.

M. On March 22, 2024, the Agency and Developer entered into the Disposition and Development Agreement (“DDA”) for the construction and operation of rent restricted residential dwelling units and associated common areas, amenities, and related parking, located on the Site, prioritized for individuals and families working in the Ketchum area (“Project”).

N. Following the execution of the DDA between Agency and Developer, the Parties executed the Design Plans Funding and Reimbursement Agreement (“Design Reimbursement Agreement”), in which the Agency, based on its commitment to providing the Developer a construction ready Site for the Project, agreed to initially fund the design review plans and lot consolidation process necessary for receiving City Council and City Planning and Zoning Commission approval.

O. The Design Reimbursement Agreement contemplated that should the design review plans be approved by the City, the Developer would reimburse the Agency for the cost of the design review plans, and the ownership of the design review plans would be transferred to the Developer, for use in connection with the Project. In the alternative, if the design review plans were not approved, or the project did not move forward, the Developer would not have an

obligation to reimburse the Agency for the cost of the design review plans, and the ownership of such plans would remain with the Agency.

P. In addition, the Agency, in furtherance of its purpose, as outlined in the 2010 Plan, to create affordable workforce housing, agreed to help fund eligible aspects of the Project, in an amount not to exceed Eight Million Dollars (\$8,000,000.00), based on reimbursement of eligible infrastructure construction costs ("Funding Commitment").

Q. The Agency and the Developer continued to work together in good faith to perform under the terms of the DDA. However, due to several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting and increasing interest rates, investor requirements, high construction costs, supply chain issues, and public input regarding the need for increased parking as part of the project, the Parties determined that the Project is not economically feasible and cannot be constructed in a manner that accomplishes the public's requests for additional public parking within the Project.

R. The Parties have agreed to negotiate the terms of a mutual release and termination of the DDA, as well as the Design Reimbursement Agreement and Funding Commitment based on the infeasibility of the Project as originally contemplated.

S. As such, the Parties are entering into this Agreement to terminate the DDA, and any development interest in the Property, and to provide for a mutual release as set forth herein.

AGREEMENT

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

1. EFFECTIVE DATE/TERMINATION DATE. The effective date ("Effective Date" or "DDA Termination Date") of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed).

2. MUTUAL TERMINATION. The DDA is mutually terminated and of no further force or effect as of the Termination Date. The Parties shall not have any further rights against or liability to the other under the DDA.

3. DEPOSIT. The Ten Thousand Dollar (\$10,000) deposit (the "Deposit") previously deposited by the Developer under the ANE and transferred and assigned to the DDA will be retained by the Agency pursuant to Section 14.6 of the DDA.

4. DESIGN REIMBURSEMENT. The Agency shall discontinue any additional funding of the design plans or other aspects of Site preparation in furtherance of the Project. Pursuant to Section 4 of the Design Reimbursement Agreement, the Developer shall have no obligation to reimburse the Agency for the design plans developed to date. Likewise, the Agency

shall retain ownership of the design plans and Developer shall have no right to such design plans and Developer shall return all copies of said design plans to the Agency and is strictly prohibited from utilizing any aspects of the design plans.

5. AGENCY FUNDING. The Agency shall have no further obligation under its prior funding commitment as outlined in Resolution No. 24-URA-02. Pursuant to Resolution No. 24-URA-02, the Agency committed to funding up to Eight Million Dollars (\$8,000,000.00) toward eligible infrastructure costs for the construction of the Project. Based on the termination of the DDA, this funding commitment is also null and void.

6. COOPERATION. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, as well as any actions that may be necessary or appropriate to remove existing entitlements or encumbrances created by the Developer on the Site.

7. WAIVER. The Developer, on behalf of its respective agents, employees, officers, representatives, successors, assigns, affiliates (including any affiliated entities), and subsidiaries, and all other persons that can or may claim by or through the Developer, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the DDA. This includes, but is not limited to, a waiver and disclaimer of any and all (a) contractual rights under the DDA, and (b) equitable or legal rights under the DDA. The Agency, on behalf of its respective agents, employees, officers, commissioners, representatives, successors and assigns, and all other persons that can or may claim by or through the Agency, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the DDA. This includes, but is not limited to, a waiver and disclaimer of any and all (a) contractual rights under the DDA and (b) equitable or legal rights under the DDA.

8. FUTURE DEVELOPMENT OF PROPERTY. Under Idaho Code Section 50-2011 and the 2010 Plan, Agency retains its discretion and flexibility to dispose of the Property to (1) a private developer, or (2) a public entity in compliance with its statutory requirements under Idaho Code Sections 50-2011 and 50-2015, or (3) retention or disposition of the Property upon termination of the 2010 Plan and Project Area.

The Agency hereby agrees that, in the event the Agency decides to seek private development proposals for the Site, provided that the Developer meets statutory and proposal criteria, the Agency shall consider the Developer in its selection process and any such selection process will be completed in compliance with the Agency's statutory requirements, and the termination of the DDA will not be held against the Developer. This provision shall not be construed as a guarantee or endorsement in favor of the Developer.

9. MUTUAL RELEASE. For and in consideration of the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Agency, the Developer, and its related entities, on behalf of themselves, and their past, present and future owners, commissioners, officers, principals, managers, directors, stockholders, members, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and

successors in interest and assigns, investors, constituent entities, hereby releases the others and their past, present and future owners, commissioners, officers, principals, managers, directors, stockholders, members, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns, investors, constituent entities from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens, acts, costs, expenses, sums of money, suits, actions and/or causes of action of any kind or nature whatsoever whether known or unknown, matured or unmatured, suspected or unsuspected, relating to the Project, including but not limited to those related to the DDA and the ANE, which the Agency, the Developer, and its related entities ever had, now or may have against the other, except as otherwise agreed to herein this Agreement. By virtue of this Agreement, the DDA and ANE shall be of no further force or effect and are deemed fully and finally terminated as of the Termination Date.

10. BINDING EFFECT. Each Party hereto understands and expressly agrees that this Agreement shall bind and benefit its respective heirs, subsidiaries, members, affiliates, officers, directors, commissioners, members, managers, partners, employees, agents, attorneys, representatives, predecessors, successors, and assigns.

11. AUTHORITY. The Parties represent and warrant to each other that the entities and individuals executing this Agreement are authorized and entitled to do so.

12. REVIEW OF AGREEMENT BY COUNSEL. Each Party hereto expressly declares that it has been supplied with and has read a copy of this Agreement. Each Party hereto further represents to the other that it has been given ample time and opportunity to seek the advice of counsel, consulted with its respective attorneys regarding the meaning of the terms and conditions contained herein, and fully understands the content and effect of this document. Each Party hereto approves and accepts the terms and provisions of this Agreement and agrees to be bound by the same. Accordingly, the words and phrases of this document and any ambiguity therein shall be construed in accordance with their ordinary and plain meaning, and not for or against any Party hereto.

13. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY. This document constitutes the final, complete, and exclusive statement of the terms of the Project and its associated agreements between the Parties hereto relating to the rights granted by the Project agreements and their obligations assumed thereunder. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, in a writing signed by all the Parties. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

14. ATTORNEY FEES. The Parties stipulate and agree that in any action or proceeding henceforth brought to enforce this Agreement or any of its terms, the prevailing party in that action or proceeding shall be entitled to reasonable attorney fees and costs incurred in

connection with that action or proceeding, in addition to any and all other relief to which the prevailing party may be entitled.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. Counterparts delivered by facsimile or other electronic means shall have the same effectiveness as ink-signed originals.

16. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Idaho, as it would apply to contracts negotiated, executed, delivered, and performed solely in such jurisdiction, excluding the laws regarding the principles of conflicts of laws, with venue in the courts of the Fifth Judicial District of Idaho.

17. INDEMNIFICATION. Developer covenants and agrees to indemnify, defend, and hold and save harmless the Agency and its respective commissioners, officers, agents, and employees from any and all liens, subrogation claims, demands, actions, causes of action, suits, or complaints that may be brought by any person, firm, corporation, estate, personal representative, executor, trustee or other entity against the Agency arising, arisen, to arise or which may arise out of or by reason of acts or omissions of the Developer or its affiliates by third parties contracted by the Developer or its affiliates, with respect to the Project and the DDA.

Notwithstanding the foregoing, the Developer shall have no obligation to indemnify, defend, and hold Agency and its respective commissioners, officers, agents, and employees harmless from and against any matters not related to acts or omissions of the Developer or its affiliates, with respect to the Project and the DDA or the termination of the DDA.

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

AGENCY:

Urban Renewal Agency of the city of Ketchum,
a public body, corporate and politic

By:
Its: Chair

Date _____

DEVELOPER:

FIRST + WASHINGTON PROPERTIES LLC, an Idaho limited liability company

By: First + Washington Holdings LLC, an Idaho limited liability company, its sole member

By: Wood River Community Housing Trust, Inc., an Idaho nonprofit corporation, its sole member

By: Steven M. Shafran
Its: President

EXHIBIT A
PROJECT SITE

Lots 5, 6, 7 and 8 in Block 19, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

Lot 5 Block 19: RPK0000019005B

Lot 6 Block 19: RPK0000019006B

Lots 7 & 8 Block 19: RPK00000190070

4922-1659-7059, v. 4



Ketchum Urban Renewal Agency

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

May 19, 2025

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE LICENSE AND USE AGREEMENT 50097 BETWEEN KURA AND CITY OF KETCHUM FOR OPERATION, MAINTENANCE AND ENFORCEMENT OF THE PUBLIC PARKING LOT AT FIRST AND WASHINGTON

Introduction/History

Between 2017-2024, the City operated and maintained the paid public parking lot at First and Washington with the approval of a License and Use Agreement. The city paid KURA \$36,000 annually for use of the parking lot. This payment was in place to share the revenue from the paid parking.

KURA terminated the Agreement in 2024 in anticipation of construction related to the First + Washington workforce housing project. At the direction of KURA, a new License and Use Agreement is proposed between the KURA and City. Instead of the City paying KURA, the proposal is KURA pays the city for the operation, maintenance, and enforcement of the lot.

Proposal

The city has estimated the cost of operation, maintenance, and enforcement of the lot between \$48,000-\$69,000 annually (Attachment A). Section 6 of the proposed Agreement includes the following language:

License Payments. Agency agrees to pay the city an annual Payment not to exceed \$70,000. Payment may occur on a monthly and/or annual basis based on actual expenses submitted to the Agency by the City. Agency shall review and approve City expenses prior to payment. For any Renewal Term commencing on October 1, 2025, the license payment shall be mutually acceptable to the City and Agency. If the City and Agency cannot reach such agreement, this license shall terminate. Any revenues from use of the Property by City shall belong to City during the Term.

The city would submit payment requests to the KURA based on actual expenses. The amount KURA would pay would not exceed \$70,000.

Financial Impact

There are sufficient funds in the FY25 budget to support the proposed costs. Future costs would be budgeted in subsequent years.

Recommendation and Motion

It is recommended the board approve Agreement 50097 and forward the Agreement to the City Council for approval based on the following motion:

“I move to approve License and Use Agreement 50097 between the KURA and city.”

Attachments:

A: Estimated City Costs

B: Proposed License and Use Agreement 50097

Attachment A

KURA/City of Ketchum
1st St and Washington Ave Parking Lot Agreement
Annual Cost Estimate
May 15, 2025

1. Labor

- a. $\$55.36 \times 10 \text{ hours/week} \times 52 \text{ weeks} = \sim \$28,800$

2. General Maintenance

- a. Paint Striping, Asphalt Repairs, Signage, Seal Coat, Landscaping, Curb & Sidewalk, Snow Removal
 - i. Labor and Materials = \$7-15,000

3. Utility Upgrades and Cleanup

- a. \$5-10,000

4. Technology – Ongoing Yearly Charges

- a. \$5-10,000 Software/Dashboard/Wayfinding/Availability

5. Communications with the Public

- a. \$2-5,000

GRAND TOTAL = ~\$48,000 - \$69,000

NOTE: We can break up into fixed/variable expenses or agree to baseline amount with additional expenses billed as incurred/ad hoc.

Attachment B

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

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

WITNESSETH:

A. Agency is the owner of that certain parcel of real property located at 211 E 1st Street, Ketchum, ID 83340, with a legal description of Lots 5, 6, 7, 8 of Block 18, Ketchum Townsite, and depicted on attached **Exhibit A** (the "Property").

B. A public parking lot exists on the Property.

C. The Agency desires to provide the City with a license for the use of the Property to operate and maintain the parking spaces constructed on the Property.

D. Agency finds it in the best interest of the public to grant an-exclusive license to City to accommodate the temporary use of the Property as public parking while the Property is being held for further development for the purposes described herein and subject to the limitations set forth below, because it will promote the development of Ketchum.

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

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

1. Definitions.

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

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

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

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

4. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end September 30, 2025.

5. Renewal Terms. The City may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this License for additional annual Renewal Terms. Each annual renewal of this License (a “Renewal Term”) shall be deemed exercised by the City upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to operate, enforce, and manage the Property. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, City shall deliver to the Agency a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the City’s governing body adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the City for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. For any Renewal Term commencing on October 1, 2025, or thereafter, the Agency may, at its discretion, notify the City in writing, no later than June 1, of its decision not to renew the License.

6. License Payments. Agency agrees to pay the City an annual Payment not to exceed \$70,000. Payment may occur on a monthly and/or annual basis based on actual expenses submitted to the Agency by the City. Agency shall review and approve City expenses prior to payment. For any Renewal Term commencing on October 1, 2025, the license payment shall be

mutually acceptable to the City and Agency. If the City and Agency cannot reach such agreement, this license shall terminate. Any revenues from use of the Property by City shall belong to City during the Term.

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

8. Enforcement. City agrees to diligently enforce all parking regulations applicable to the Property at its sole expense.

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

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

11. Signage. The City is solely responsible for placing signage that identifies parking regulations applicable to the Property.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the _____ day of _____, 2025.

CITY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

AGENCY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

Exhibit A

