



KETCHUM URBAN RENEWAL BOARD MEETING Agenda

REGULAR MEETING

January 19, 2021 beginning at 2:00 PM

480 East Avenue, Ketchum, Idaho

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City's website at <https://www.ketchumura.org/kura/meetings>. 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 December 21, 2021 meeting minutes
2. Approval of KURA payments

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS

DISCUSSION ITEMS

3. ACTION ITEM: Sun Valley Economic Development 4th Quarter 2020 review and approval of payment
4. ACTION ITEM: Discussion and potential direction on the annual payment to the Community Library
5. RAI Update on pending Idaho Supreme Court case and Legislative Update

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, December 21, 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 <https://www.ketchumura.org/kura/meetings>. 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

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

ROLL CALL

PRESENT

Chair Ed Johnson (Teleconference)
Vice Chair Casey Dove (Teleconference)
Commissioner Amanda Breen (Teleconference)
Commissioner Casey Burke (Teleconference)
Commissioner Carson Palmer (Teleconference – arrived at 2:03pm)
Commissioner Susan Scovell (Teleconference)
Commissioner Jim Slanetz (Teleconference)

ALSO PRESENT

Executive Director Suzanne Frick
Treasurer Grant Gager
Secretary Katrin Sharp
Attorney Ryan Armbruster (Teleconference)

CONSENT CALENDAR: (ALL ACTION ITEMS)

1. Approval of Minutes: October 9, 2020 regular meeting
2. Approval of current bills: see packet
3. Recommendation to approve Resolution 20-URA08 Establishing KURA Regular Meeting Dates for 2021

Chair Johnson requested that item #2 be pulled from the consent calendar and considered separately.

Motion to approve consent calendar items #1 and #3.

Motion made by Commissioner Scovell, Seconded by Commissioner Breen.

Voting Yea: Chair Johnson, Vice Chair Dove, Commissioner Breen, Commissioner Burke, Commissioner Scovell, Commissioner Slanetz

For item #2, Chair Johnson asked to discuss the library sidewalk reimbursement because of the concrete spalling and potential warranty claim. He recommended that the city work with the library to get the concrete fixed prior to the KURA releasing the \$50,000 payment. Commissioner Scovell voiced her agreement.

Attorney Ryan Armbruster said that the KURA arguably had a right to withhold payment at this point while the city coordinates with the library to figure out what is going on.

Executive Director Suzanne Frick mentioned that there is a dispute as to whether the spalling was due to the city's snow removal or the installation. The city has agreed to take responsibility for remediating that issue. She also brought up two other issues, one with some nonconforming pavers that were installed and another with the slope of the concrete panels not meeting ADA requirements. The city has not signed off on the work to date, because of these outstanding issues.

Chair Johnson clarified that this is a once-a-year reimbursement and suggested it be delayed until the issues are resolved. Ryan Armbruster said that because the city has not signed off there is another reason to wait.

Motion to approve bills, except \$50,000 reimbursement to Community Library.

Motion made by Vice Chair Dove, Seconded by Commissioner Slanetz.

Voting Yea: Chair Johnson, Vice Chair Dove, Commissioner Breen, Commissioner Burke, Commissioner Palmer, Commissioner Scovell, Commissioner Slanetz

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS

Commissioner Breen welcomed new KURA member Casey Burke.

Commissioner Burke thanked the KURA for having him as a member on the board.

Chair Johnson commented that the city is working on a comprehensive transportation plan and that, to the extent the city budgets for work in the KURA district, they should pool their funds to maximize taxpayer dollars.

DISCUSSION ITEMS

4. Legislative update from Ryan Armbruster, KURA Attorney

Attorney Ryan Armbruster commented that three pieces of legislation were brought to the most recent legislative session. (1) A city or county could no longer increase their budget more than 4% year over year, regardless of where the funds are coming from. (2) Limiting reserve funds to a 3 month operating expense amount and then a 1 month

"rainy day fund". The city would have to relinquish any additional funds to the citizens in the form of a property tax break. (3) Attempts to create uniform accounting, budgeting, annual reporting, etc. by consolidating everything into the State Controller's office. It also sets up an oversight committee with 3 members of House, 3 members of Senate, and State Controller's office.

Ryan opened it up for questions from the Board.

Commissioner Breen asked what the practical impact would be for the KURA if all of the proposed bills passed. Ryan said that it would result in less revenues for the KURA. He also said that the new regulations will be onerous to comply with, but that the costs will be covered by the state.

5. ACTION ITEM: Discussion on the status and next steps for the Bluebird Village housing project located at 480 East Avenue and direction to staff to prepare a reimbursement agreement.

Chair Johnson said that this project is a big win to bring more housing units into Ketchum. He expressed his frustration with the lack of communication from the city on the award of the tax credits, given that the announcement was made in November and that the KURA agreed to provide funding for the project.

Commissioner Palmer said he first heard about the project in the Idaho Mountain Express. Commissioner Slanetz said that he agrees that the KURA should have been informed earlier on in the process. Commissioner Breen said that she was in agreement and that her and Commissioner Slanetz can help to ensure that the KURA is not left out of communications in the future.

Executive Director Suzanne Frick said that there is currently not an agreement in place, but that the idea was for the KURA to enter into a reimbursement agreement for around \$560,000. The reimbursement would not be due until the project is completed.

Attorney Ryan Armbruster added that a reimbursement schedule has not been decided and that it is something that needs to be considered by the board.

Vice Chair Dove asked if the KURA would be reimbursing the city or the developer.

Suzanne said that the board would be reimbursing the developer. She clarified that the project is essentially a private project on public land.

Chair Johnson stated that he wanted to ensure that the KURA's contribution to the project was counted as part of their repayment of in-lieu fees.

Suzanne Frick said that could be memorialized as part of the motion when the agreement is made.

Commissioner Slanetz asked if there was a difference between the funds being provided from the KURA from the in-lieu fees versus any infrastructure payments that the board would like to make.

Attorney Ryan Armbruster said that the in-lieu fees should be in a separate agreement from any infrastructure improvements that the KURA approves.

Motion to direct staff and City Council to follow up with the appropriate agreement with the Bluebird Village housing developer as well as coordinate with the city on the in-lieu of housing payment.

Motion made by Commissioner Slanetz, Seconded by Commissioner Scovell.

Voting Yea: Chair Johnson, Vice Chair Dove, Commissioner Breen, Commissioner Burke, Commissioner Palmer, Commissioner Scovell, Commissioner Slanetz

6. ACTION ITEM: Receive and file FY 20 Audited Financial Statements from Workman & Company - Grant Gager, Treasurer

Chair Johnson introduced the item and turned it over to Treasurer Grant Gager. Grant mentioned that Dennis Brown, Auditor with Workman & Company, was on the line and available to answer any questions. He pointed out that there was an increase to the fund balance of the KURA in FY 20 due to the decision that was made in March of 2020 to defer and delay some projects. He mentioned that the funds are available for expenditure in FY 21. Dennis commented on the good oversight of the KURA board. He commented that the board spent about \$500,000 less in capital expenditures in 2020 versus 2019 and also had \$100,000 more in income.

Chair Johnson clarified that there are some capital expenditures that have been approved by the board that have not yet been paid, like the HAWK system. Grant confirmed that this was correct.

Motion to receive and file FY 20 Audited Financial Statements from Workman & Company.

Motion made by Commissioner Slanetz, Seconded by Vice Chair Dove.

Voting Yea: Chair Johnson, Vice Chair Dove, Commissioner Breen, Commissioner Burke, Commissioner Palmer, Commissioner Scovell, Commissioner Slanetz

EXECUTIVE SESSION

7. ACTION ITEM: Enter into executive session pursuant to Idaho Code Section 74-206(1)(f). Discussion with legal counsel for the KURA the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

Motion to enter into executive session, pursuant to Idaho Code Section 74-206(1)(f).

***Motion made by Commissioner Breen, Seconded by Commissioner Scovell.
Voting Yea: Chair Johnson, Vice Chair Dove, Commissioner Breen, Commissioner Burke,
Commissioner Palmer, Commissioner Scovell, Commissioner Slanetz***

ADJOURNMENT

Motion to adjourn at 3:06pm.

***Motion made by Commissioner Scovell, Seconded by Commissioner Breen.
Voting Yea: Chair Johnson, Vice Chair Dove, Commissioner Breen, Commissioner Burke,
Commissioner Palmer, Commissioner Scovell, Commissioner Slanetz***

Ed Johnson, Chair

ATTEST:

Katrin Sharp, 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	1242	Q1 2021	3,750.00
ELAM & BURKE	188995	General Representation	1,180.00
Total URBAN RENEWAL EXPENDITURES:			4,930.00
Total URBAN RENEWAL AGENCY:			4,930.00
Grand Totals:			4,930.00



Ketchum Urban Renewal Agency

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

January 19, 2021

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO REVIEW STATUS AND PROVIDE DIRECTION ON ANNUAL REIMBURSEMENT PAYMENT TO THE COMMUNITY LIBRARY

Introduction/History

In January 2019 the KURA approved a Reimbursement Participation Agreement with the Community Library (Attachment A).

To date, the KURA has paid the Library \$260,000 30 days after the agreement was signed and \$50,000 in December 2019. The Board deferred the 2020 payment until more information was provided about the status of completion of the sidewalk work.

The following outlines the status of the sidewalk work:

- **Tree Grates:** The tree grates were 1/8" out of specification. The Library contractor reset the grates and informed the City Engineer November 27, 2020 that they were ready to reinspect. The City Engineer has reviewed the work and approved it.
- **Pavers:** There was sand missing between the pavers. The Library contractor indicates the work has been completed, however by the time the contractor requested reinspection (November 27, 2020), the City Engineer was unable to confirm the paver work could be approved because of weather conditions. The ground was frozen. The sand between the pavers cannot be inspected until spring.

- Concrete Spalling. The City Engineer and the Library contractor disagree on what caused the concrete spalling. The City has agreed to fund the repair and replacement of the damaged concrete. This work cannot occur until spring.
- ADA Access: There is a portion of the sidewalk just south of Walnut that does not meet ADA slope specifications. The City Engineer and the Library contractor have agreed that the Library contractor will correct this at the same time the City repairs the sidewalk in the spring.

The Library has made progress in repairing the outstanding issues and staff recommends the KURA approve the reimbursement payment.

REIMBURSEMENT PARTICIPATION AGREEMENT

THIS REIMBURSEMENT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Ketchum, also known as the Ketchum Redevelopment Agency, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Ketchum, Idaho ("Agency") and The Community Library Association, Inc., a 501(c)(3) tax-exempt nonprofit organization ("Participant"). Agency and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at Fourth Street and Spruce Avenue, Ketchum, Idaho (the "Project Site") which is more accurately depicted as Lot 1B, Block 89, Ketchum Townsite. The Project Site and building facility will be redeveloped through a comprehensive renovation of the interior and exterior in an estimated cost of \$10.5 million (the "Participant's Project").

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

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

D. The Improvement Project includes improvements of public infrastructure to replace curb, gutter, and sidewalk along Walnut Avenue, Spruce Avenue, and Fourth Street, adjacent to the Project Site, that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District.

E. The Agency's participation in the Participant's Project achieves the following objectives:

- the proposed improvements are in the Agency's revenue allocation area
- the proposed improvements are not the result of any city mandated improvement or *quid pro quo* associated with design review or project development application approval
- the proposed improvements extend the community's vision for a walkable community with particular emphasis on a pedestrian

corridor as evidenced in the City of Ketchum Downtown Master Plan and 2014 Comprehensive Plan

F. The Improvement Project includes an expansion of Fourth Street and creates a fuller extension of the Heritage Corridor and enhanced streetscape treatment.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) five (5) years from the Effective Date, whichever comes first.
2. **Construction of the Improvement Project.** Participant agrees to construct the Improvement Project consistent with the following:
 - a. Remove and remediate certain Project Site conditions and backfill in order to enhance development of the Project Site.
 - b. The Parties agree that the Improvement Project is depicted on **Exhibit A**, with cost estimates for eligible items described in the Schedule of Eligible Costs in **Exhibit B** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.
3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit B** is an estimate by Participant's contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit B**.
4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/ or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall provide Participant with written confirmation that the Improvement Project has been completed in compliance with this Agreement.

5. Determining Actual Payment after Completion of Construction.

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

- a. Schedule of values that includes line items for the Improvement Project improvements approved by Agency for reimbursement so they are identifiable separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g. excavation, material fill, pavement, etc.). Invoices shall specify quantities and unit costs of materials, and a percentage estimate of how much material was used for the Improvement Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit B** and the actual costs in the Cost Documentation as requested by Agency.
- d. Additional documentation or clarifications may be required and requested by Agency.

Agency shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to Agency prior to construction. In the event Participant fails to timely deliver the Cost Documentation, Agency may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

Within fifteen (15) calendar days of Agency's receipt of the Cost Documentation, Agency will notify Participant in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed. Agency shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit B**. **In no event shall the total for the Actual Eligible Costs exceed the amount allowed by Section 6.**

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence

to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs is within its sole discretion.

6. Agency's Reimbursement Payment Amount and Payment Period. In accordance with the Participation Program, Agency agrees to reimburse Participant as follows:

Actual Eligible Costs not to exceed \$510,000 **WITH NO INTEREST**. Actual Eligible Costs do include certain soft costs. Agency disbursements shall occur as follows:

- within thirty (30) days of the signing of this Agreement by the Agency in an amount not to exceed \$260,000, subject to inspection cost verification as described in Sections 4 and 5 of this Agreement
- \$50,000 on or before December 31, 2019
- \$50,000 on or before December 31, 2020
- \$50,000 on or before December 31, 2021
- \$50,000 on or before December 31, 2022
- \$50,000 on or before December 31, 2023

Agency may pay at any time, in whole or in part, without penalty, the then remaining outstanding balance of the reimbursement obligation.

7. Conditions Precedent to Agency's Payment Obligation. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 and submittal of the required information described in Section 6 above.

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

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

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

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.

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

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

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

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

If to Participant: Jenny Emery Davidson, Executive Director
The Community Library Association, Inc.
P.O. Box 2168
Ketchum, Idaho 83340
208-726-3493
jdavidson@comlib.org

If to Agency: Suzanne Frick, Executive Director
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, Idaho 83340
208-726-7803
sfrick@ketchumidaho.org

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

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

Exhibit A	Improvement Project Plan
Exhibit B	Schedule of Eligible Costs

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

or hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or its respective officers, agents, or employees.

17. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

[Signatures appear on the following page.]

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

Agency:

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

Susan Sovell
Chair

Date 1-30-19

PARTICIPANT:

The Community Library Association, Inc.

Reuben Perin
By: Reuben Perin
Its: Board Chair

Date Jan 28, 2019

Exhibits

- A: Participant's Project and Improvement Project
- B: Schedule of Eligible Costs

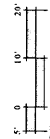
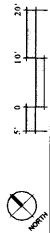
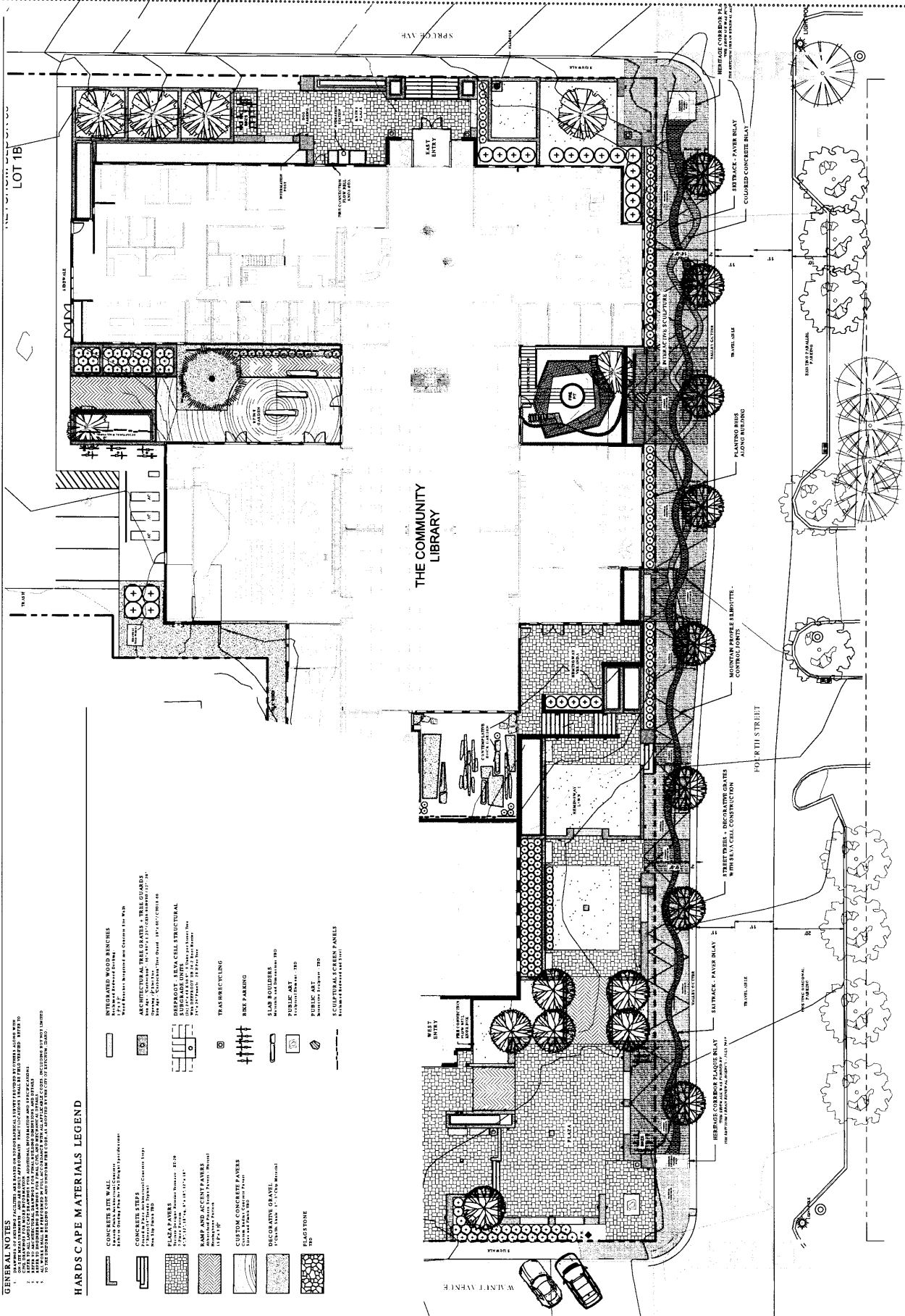
EXHIBIT A
PARTICIPANT'S PROJECT AND IMPROVEMENT PROJECT

GENERAL NOTES

1. ALL HARDSCAPE MATERIALS ARE BASED ON THE STANDARD SPECIFICATIONS FOR CONCRETE, ASPHALT, AND OTHER MATERIALS. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE MATERIALS AND HAS FOUND THEM TO BE OF SUFFICIENT QUALITY FOR THE PROJECT. THE DESIGNER HAS NOT CONDUCTED ANY OTHER TESTING OR VERIFICATION OF THE MATERIALS.
2. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE MATERIALS AND HAS FOUND THEM TO BE OF SUFFICIENT QUALITY FOR THE PROJECT. THE DESIGNER HAS NOT CONDUCTED ANY OTHER TESTING OR VERIFICATION OF THE MATERIALS.
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HARDSCAPE MATERIALS LEGEND

- CONCRETE SITE WALL
- CONCRETE STEPS
- SLAB & CURB
- RAMP AND ACCENT PANELS
- CUSTOM CONCRETE PANELS
- DECORATIVE GRANITE
- FLAGSTONE
- INTEGRATED WOOD BENCHES
- ARCHITECTURAL TREE GRATES & TREE GUARDS
- DECKING - SEVA CELL STRUCTURAL
- TRASH RECYCLING
- BIKE PARKING
- SLAB ROUGHERS
- PUBLIC ART
- PUBLIC ART
- SCULPTURAL SCREEN PANELS



4TH STREET IMPROVEMENTS

LANDSCAPE PLAN PRELIMINARY

DATE: 12/06/2018

SITE PLAN

SHEET

L-10

THE COMMUNITY LIBRARY

CLEMENS ASSOCIATES LLC

LANDSCAPE ARCHITECTS

1000 10TH AVENUE, SUITE 100

SEATTLE, WA 98101

PH: 206.461.1234

WWW.CLEMENSASSOCIATES.COM

ALL HARDSCAPE MATERIALS ARE BASED ON THE STANDARD SPECIFICATIONS FOR CONCRETE, ASPHALT, AND OTHER MATERIALS. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE MATERIALS AND HAS FOUND THEM TO BE OF SUFFICIENT QUALITY FOR THE PROJECT. THE DESIGNER HAS NOT CONDUCTED ANY OTHER TESTING OR VERIFICATION OF THE MATERIALS.

EXHIBIT B
SCHEDULE OF ELIGIBLE COSTS

4845-9250-9829, v. 1



Elias Construction
131 4th Avenue #211
Ketchum, ID 83340
208-725-5400

Estimate

To: The Community Library Association
Attention: Jenny Emery-Davidson

Job #: 153-ROW
Project: TCL - ROW
Date: 5-Dec-18

	Cost Code	
Lunceford Excavation - Remove and Prep sidewalks, curb and gutter. Remove and patch asphalt. Grading and drainage.	2200	132,130.00
Merrick Concrete - Place new sidewalks, Curb and Gutter Spruce and Walnut	3100	34,745.00
Merrick Concrete - Place new sidewalks, Curb and Gutter. New 4th st. design	3100	111,626.00
Joint Sealers and Caulking	7900	4,000.00
Bigwood Landscape - Street trees and irrigation	2400	111,888.32

		394,389.32
Liability Insurance	1.5%	5,915.84
		400,305.16
Contractor's Fee	10.0%	40,030.52
General Conditions	8.0%	32,024.41
TOTAL CONSTRUCTION ESTIMATE		472,360.09
Design Fees	9%	35,495.04
Construction Management Fees	3%	11,831.68
TOTAL ROW ESTIMATE		519,686.81

APPROVAL:

The above Prices, Specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name

Date

Lunceford Excavation
P.O. Box 739
Ketchum ID 83340



P.O. Box 739 Ketchum, ID 83340
alabama626@gmail.com 208.720.1655

Elias Construction
P.O. Box 6272
Ketchum 83340

Estimate #	8787
Estimate Date	December 2, 2018
PO #	Library-Kura ROW
Estimate Total (USD)	\$132,130.00

Item	Description	Unit Cost	Quantity	Line Total
	Library-Kura ROW	0.00	0	0.00
	Spruce Ave	0.00	0	0.00
	Demo and prep for 1500 sq ft of sidewalk	4.50	1500	6,750.00
	Demo and prep for 250 lf of curb and gutter	28.00	250	7,000.00
	Remove-Core out-Prep Base and Patch 1500 sq ft of asphalt	8.50	1500	12,750.00
	24" Dry well at Spruce and 5th	3,200.00	1	3,200.00
	Fourth Street	0.00	0	0.00
	Traffic Control	5,500.00	1	5,500.00
	Demo and prep for 4930 sq ft of sidewalk	4.50	4930	22,185.00
	Demo and prep for 378 lf of curb and gutter	28.00	378	10,584.00
	Remove-Core out-Prep Base and Patch 5084 sq ft of asphalt	6.50	5084	33,046.00
	24" Dry Well at 4th and Spruce	3,200.00	1	3,200.00
	Walnut Ave	0.00	0	0.00
	Demo and prep for 600 sq ft of sidewalk	4.50	600	2,700.00
	Demo and prep for 120 lf of curb and gutter	28.00	120	3,360.00
	Remove-Core out-Prep Base and Patch 350 sq ft of asphalt	8.50	350	2,975.00
	24" Dry Well cost and Installation at 4th and Walnut to be Covered between Lunceford Excavation and City of Ketchum	0.00	0	0.00
	3 Catch Basins and Installation	2,200.00	3	6,600.00
	Install 110' of 12" Storm Drain	58.00	110	6,380.00
	New Fire Hydrant and Pipe Extension	5,900.00	1	5,900.00
Estimate Total (USD)				\$132,130.00

Terms

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. All material is guaranteed to be as specified. All work to be completed in a substantial workman like manner according to specifications

submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be expected only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, flood, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Any asbestos or other unforeseen conditions will be billed on a Time and Materials basis

All abnormal soil conditions, such as rock, caliche, water in excavation and any other unforeseen soil conditions will be billed on an agreed upon amount between client and Lunceford Excavation

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

X _____ (Client)

X _____ (Lunceford Excavation)

To view your estimate online Go to <https://luncefordexcavation.freshbooks.com/view/3mMRGkclh5wCGSFG>

PROPOSAL

MERRICK CONSTRUCTION INC.

P.O. BOX 821 KETCHUM ID. 83340

(208) 788-2688 FAX (208) 788- 8258

Contractor lisc. # RCE 154

Public works lisc. # PWC-C- 15632

PROPOSAL SUBMITTED TO:

NAME: ELIAS CONST.
ADDRESS:
CITY:
STATE:
PHONE:
DATE: 9/11/18

WORK PERFORMED AT:

NAME: COMMUNITY LIBRARY
ADDRESS:
CITY: KETCHUM
STATE: ID
DATE OF PLANS: PRELIMINARY
ARCHITECT: CLEMENS

Merrick Construction Inc. hereby proposes to furnish the materials and perform the labor necessary for the completion of curbs and sidewalks.

PRELIMINARY BUDGET

RIGHT OF WAY WORK

SPRUCE AVE.	CURB AND GUTTER	250 LIN.FT.	\$ 12,125.00
	SIDEWALKS	1500 SQ. FT.	\$ 12,000.00
SPRUCE & 4TH ST. ADA RAMP			\$ 3,000.00
4TH ST.	CURB AND GUTTER	350 LIN.FT.	\$ 16,975.00
	SIDEWALKS	2200 SQ.FT.	\$ 17,600.00
4TH & WALNUT ADA RAMP			\$ 3,000.00
WALNUT AVE.	CURB AND GUTTER	120 LIN. FT.	\$ 5,820.00
	SIDEWALKS	600 SQ. FT.	\$ 4,800.00

BID DOES NOT INCLUDE

WELD PLATES / TEMPLATES
DEMO OF EXISTING CONCRETE
SUB BASE PREP
TREE GRATES

COLD WEATHER PROTECTION
SNOW REMOVAL
PROPANE HEAT

ICE MELT CANNOT BE USED ON EXTERIOR CONCRETE SLABS

TESTING
SURVEYING
TRAFFIC CONTROL

CONTRACTOR MUST PROVIDE WASH OUT AREA FOR PUMP TRUCK AND CONCRETE TRUCKS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of (Price is good for 30 days)

Respectfully submitted:
per:

MERRICK CONSTRUCTION INC.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date:

signature:

signature:

PROPOSAL

MERRICK CONSTRUCTION INC.

P.O. BOX 821 KETCHUM ID. 83340

(208) 788-2688 FAX (208) 788- 8258

Contractor lic. # RCE 154 Public works lic. # PWC-C- 15632

PROPOSAL SUBMITTED TO:

NAME: ELIAS CONST.
ADDRESS:
CITY:
STATE:
PHONE:
DATE: 12/5/18

WORK PERFORMED AT:

NAME: COMMUNITY LIBRARY
ADDRESS:
CITY: KETCHUM
STATE: ID
DATE OF PLANS: 11/26/18
ARCHITECT: CLEMENS

Merrick Construction Inc. hereby proposes to furnish the materials and perform the labor necessary for the completion of curbs and sidewalks.

PRELIMINARY BUDGET

4TH ST. IMPROVEMENTS

THIS IS A BUDGET ONLY. NOT A HARD BID

CONCRETE WALKS

VALLEY GUTTER	\$ 13,250.00
NATURAL CONCRETE	\$ 46,226.00
INTEGRAL COLOR	\$ 39,950.00
PAVER INLAY BLOCK OUT	\$ 7,000.00
WARNING TILES	\$ 4,000.00
TREE GRATE BLOCK OUTS	\$ 1,200.00
	\$ 111,626.00

BID DOES NOT INCLUDE

WELD PLATES / TEMPLATES
DEMO OF EXISTING CONCRETE
SUB BASE PREP
TREE GRATES
CAULKING SAW CUT JOINTS
TESTING
SURVEYING
TRAFFIC CONTROL

COLD WEATHER PROTECTION
SNOW REMOVAL
PROPANE HEAT
LAYOUT FOR SKI TRACKS
ICE MELT CANNOT BE USED ON EXTERIOR CONCRETE SLABS

CONTRACTOR MUST PROVIDE WASH OUT AREA FOR PUMP TRUCK AND CONCRETE TRUCKS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of (Price is good for 30 days)

Respectfully submitted:

per:

MERRICK CONSTRUCTION INC.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date:

signature:

signature:



Big Wood Landscape, Inc.

12449 St Hwy 75

P. O. Box 310

Ketchum, ID 83340

Estimate

Date	Estimate #
11/30/2018	639

Name / Address
Community Library PO Box 2168 Ketchum, ID 83340

Project

Description	Qty	Rate	Total
COMMUNITY LIBRARY LANDSCAPE REMODEL 4TH STREET REVISED			
Subcontracted Work to install sleeve under Walnut Street	1	4,950.00	4,950.00
Paver Repair/ Installation Labor to repair pavers on 4th Ave sidewalk	40	50.00	2,000.00
1' Poly Irrigation Pipe (ln ft)	350	0.36451	127.58T
Net-a-Fim Drip Tubing (in ln.ft.)	75	0.41853	31.39T
2' PVC Schedule 40 Pipe (ln ft) for sleeves	350	1.09351	382.73T
Irrigation Installation Labor	48	55.00	2,640.00
Trencher (per day)	1	80.00	80.00
3" deciduous trees	8	513.00	4,104.00T
Silva Cell Module System & Grates	8	2,497.50	19,980.00T
Iron Age 'Carbochon' Tree Grates including Frames	8	1,977.75	15,822.00T
Iron Age 'Carbochon' Tree Guards	8	2,490.75	19,926.00T
Labor to install grates and guards	48	50.00	2,400.00
Tree Planting Labor (including Silva System)	128	50.00	6,400.00
5 gallon shrubs	56	37.80	2,116.80T
Planting Bed Mixture (sand, topsoil, compost), (c.y.)	14	38.51	539.14
Shrub Planting Labor	20	50.00	1,000.00
Planter Bed Preparation Labor	8	50.00	400.00
Irrigation to shrub beds	1	1,500.00	1,500.00
Mutual Material Plank Pavers (ft.sq.)	1,200	7.3575	8,829.00T
Fill Sand (per cu.yd.)	7	27.00	189.00T
Labor for Paver Decks & Walkways	225	50.00	11,250.00
Budget labor and materials for Flagstone TBD	1	1,500.00	1,500.00
Subtotal For Bid Group			106,167.64
		Subtotal	\$106,167.64
		Sales Tax (8.0%)	\$5,720.68
		Total	\$111,888.32