



**KETCHUM URBAN RENEWAL AGENCY**  
**Tuesday, February 21, 2023 at 2:00 PM**  
**191 5th Street West, Ketchum, Idaho 83340**

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## **AGENDA**

### **PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

**We welcome you to watch Council Meetings via live stream.**

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

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

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/85620250939>  
Webinar ID: 856 2025 0939
2. Join us at City Hall.
3. Submit your comments in writing at [info@ketchumura.org](mailto:info@ketchumura.org) (*by noon the day of the meeting*).

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

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**CALL TO ORDER:**

**ROLL CALL:**

**COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:**

**CONSENT CALENDAR: (ALL ACTION ITEMS)**

1. ACTION ITEM: Approval of January 17, 2023 Minutes
2. ACTION ITEM: Approval of February 6, 2023 Minutes
3. ACTION ITEM: Approval of Bills
4. ACTION ITEM: Adoption of Resolution 23-URA01 Establishing the Custodian of Records

**DISCUSSION ITEMS:**

5. Update on Legislative Actions
6. Quarterly Update from Sun Valley Economic Development

**ACTION ITEMS:**



7. ACTION ITEM: Recommendation to review and tentatively approve the 2022 Annual Report for the Ketchum Urban Renewal Agency and set the date for the public meeting
8. ACTION ITEM: Recommendation to approve Legal Services Agreement 50086 with Elam and Burke for 1st and Washington Legal Services
9. ACTION ITEM: Recommendation to Amend Agreement 50075 between the KURA and the City for Administrative Services
10. ACTION ITEM: Review and Approval of the Letter Addressing KURA Comments per the Agreement to Negotiate Exclusively

**ADJOURNMENT:**



## Meeting Minutes

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Tuesday, January 17, 2023,

2:00pm

Ketchum City Hall

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### CALL TO ORDER:

Chair Susan Scovell called the meeting to order at 2:00 p.m.

### ROLL CALL:

#### Present

Chair Susan Scovell

Board Member Jim Slanetz

Board Member Gary Lipton

Board Member Casey Burke

Board Member Amanda Breen

Board Member Tyler Davis-Jeffers

Vice Chair Casey Dove—Joined at 2:03pm

#### Other attendees:

Suzanne Frick, KURA Executive Director

Jade Riley, City Administrator

Abbey Germaine, KURA Counsel (*via Zoom*)

Ryan Armbruster, KURA Counsel (*via Zoom*)

Eric Heringer MD at Piper Jaffray

Mark Edlen Wood River Community Housing Trust

### CONSENT CALENDAR: (*Video 00:01:04*) all action items

1. **Motion to approve December 19, 2022, minutes.** (*00:01:29 in video*)  
Motion made by Amanda Breen; seconded by Casey Burke  
**Ayes:** Gary Lipton, Susan Scovell, Casey Burke, Casey Dove, Tyler Davis-Jeffers, Amanda Breen  
**Nays:** None  
**Recused:** Jim Slanetz
2. **Motion to approve the bills as included in the package.** (*00:03:54 in video*)  
Motion made by Susan Scovell; seconded by Jim Slanetz  
**Ayes:** Gary Lipton, Susan Scovell, Casey Burke, Casey Dove, Tyler Davis-Jeffers, Amanda Breen, Jim Slanetz  
**Nays:** None

**DISCUSSION ITEMS:**

**3. Review and discussion of responses to RPF questions from the Board.**

Presented by: Suzanne Frick (00:04:04 in video)

**4. Legislative update (00:08:34)**

Presented by: Ryan Armbruster

**ACTION ITEMS: (Video 00:10:58)**

**5. Consideration and Adoption of Resolution 22-URA13 approving the Agreement to Negotiate Exclusively 50082 for the 1<sup>st</sup> and Washington Project**

Presented by: Abbey Germaine and Ryan Armbruster KURA Counsel (00:11:20 in video)

**Questions and comments by board members (00:18:37 in video)**

**Motion to adopt Resolution 22-URA13 approving the Agreement to Negotiate Exclusively 50082 for the 1<sup>st</sup> and Washington Project. (00:25:31 in video)**

Motion made by Susan Scovell; seconded by Casey Dove

**Ayes:** Gary Lipton, Susan Scovell, Casey Burke, Casey Dove, Tyler Davis-Jeffers, Jim Slanetz

**Nays:** None

**Recused:** Amanda Breen

**6. Presentation, discussion, and direction to staff on options to fund public parking within 1<sup>st</sup> and Washington project.**

Introduced by: Suzanne Frick (00:25:48 in video)

Presented by: Eric Heringer (00:28:38 in video)

Joined by: Mark Edlen

**Questions, comments, and discussion by presenters and board members (00:57:35 in video)**

*Direction to staff to explore different parking options and return to the board with options for consideration.*

**7. Approval of Agreement 50083 and 50084 with Skinner Fawcett for Bond Counsel Services associated with the development of the property at 1<sup>st</sup> and Washington and potential bond financing to fund public parking. Presented by: Ryan Armbruster (01:38:36 in video)**

**Motion made to approve service agreements 50082 and 50084 with Skinner Fawcett**

Motion made by Amanda Breen; seconded by Casey Dove (01:40:17 in video)

**Ayes:** Gary Lipton, Susan Scovell, Casey Burke, Casey Dove, Tyler Davis-Jeffers, Jim Slanetz



Amanda Breen

**Nays:** None

**ADJOURNMENT:**

Motion made by Amanda Breen; seconded by Casey Dove (*video 01:40:28 in video*)

**Ayes:** Gary Lipton, Susan Scovell, Casey Burke, Casey Dove, Tyler Davis-Jeffers, Amanda Breen, Jim Slanetz

**Nays:** None

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Susan Scovell, Chair

ATTEST:

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Trent Donat KURA Secretary



## Meeting Minutes

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**Monday, February 6, 2023,**

**2:00pm**

**Ketchum City Hall**

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### **CALL TO ORDER:**

Chair Susan Scovell called the meeting to order at 2:00 p.m. *(00:00:25 in video)*

### **ROLL CALL:**

#### **Present**

Chair Susan Scovell

Vice Chair Casey Dove – via teleconference

Board Member Gary Lipton – via teleconference

Board Member Casey Burke

Board Member Jim Slanetz

Board Member Amanda Breen

Board Member Tyler Davis-Jeffers—Via teleconference

#### **Other attendees:**

Suzanne Frick, KURA Executive Director

Jade Riley, City Administrator

Abbey Germaine, KURA Counsel

Ryan Armbruster, KURA Counsel

Scott Martin, with Desman Parking Consultants

### **DISCUSSION ITEMS: *(00:01:10 in video)***

1. **Update on 1<sup>st</sup> and Washington**

Presented by: Suzanne Frick *(00:01:14 in video)*

### **ACTION ITEMS: *(00:04:39 in video)***

2. **Approval of scope of work and Agreement 50085 with Desman**

Presented by: Suzanne Frick *(00:04:47 in video)*

**Motion to approve Agreement 50085 *(00:07:28 in video)***

Motion made by Jim Slanetz; seconded by Gary Lipton

**Ayes:** Gary Lipton, Susan Scovell, Casey Burke, Casey Dove, Tyler Davis-Jeffers, Jim Slanetz

**Nays:** None

**Recused:** Amanda Breen



**ADJOURNMENT:**

**Motion to adjourn 2:09pm**

Motion made by Susan Scovell; seconded by Gary Lipton

**Ayes:** Gary Lipton, Jim Slanetz, Casey Burke, Casey Dove, Amanda Breen, Susan Scovell, Tyler Davis-Jeffers

**Nays:** None

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Susan Scovell, Chair

ATTEST:

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Trent Donat KURA Secretary

Report Criteria:

Invoices with totals above \$0 included.  
 Only unpaid invoices included.  
 [Report].GL Account Number = "961000000"- "9848009999"

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>URBAN RENEWAL AGENCY</b>			
<b>URBAN RENEWAL EXPENDITURES</b>			
<b>98-4410-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	19370KURA	KURA SET UP LAPTOP, SHAREPOINT, LIBRARY WORKSATION	660.00
SKINNER FAWCETT	45848	Professional Services	1,800.00
ELAM & BURKE	200001	General Representation December 2022	814.50
ELAM & BURKE	200002	PROFFESIONAL SERVICES 1ST AND WASHINGTON PROJ	6,532.60
<b>98-4410-7103 MISCELLANEOUS OPA</b>			
SUN VALLEY & 1ST LLC	R 021023 OPA	OPA 1ST HALF 2022 PROPERTY TAXES FOR SV & 1ST	9,093.69
<b>98-4410-8801 REIMBURSE CITY GENERAL FUND</b>			
CITY OF KETCHUM	6301	DECEMBER 24 THROUGH JANUARY 13, 2023 SALARIES & BENEFITS	9,051.92
Total URBAN RENEWAL EXPENDITURES:			<u>27,952.71</u>
Total URBAN RENEWAL AGENCY:			<u>27,952.71</u>
Grand Totals:			<u><u>27,952.71</u></u>



# Invoice



P. O. Box 5186  
Ketchum, ID 83340

Date	Invoice #
1/1/2023	19370
Terms	Due Date
Net 30	1/31/2023

<b>Bill To</b>
City of Ketchum - General Government Attn: City Administrator PO Box 2315 Ketchum ID 83340

Federal Tax ID: 26-1671669
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billing@ketchumcomputers.com
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Date	Employee	Description	Quantity	Rate	Amount
8/2023	Mandeville	Server, Remote Desktop Server and Network maintenance	1	1,306.80	1,306.80
8/2023	Mandeville	Monthly Workstation Maintenance: City Administrator	8	49.50	396.00
8/2023	Mandeville	Monthly Workstation Maintenance: City Clerk	5	49.50	247.50
8/2023	Mandeville	Monthly Workstation Maintenance: Planning and Building	6	49.50	297.00
8/2023	Mandeville	Monthly Workstation Maintenance: Ketchum Fire Department	9	49.50	445.50
3/2023	Mandeville	Monthly Workstation Maintenance: Parks	6	49.50	297.00
3/2023	Mandeville	Monthly Workstation Maintenance: Streets	6	49.50	297.00
3/2023	Mandeville	Monthly Workstation Maintenance: Utilities	11	49.50	544.50
3/2023	Mandeville	Monthly Workstation Maintenance: Facilities	3	49.50	148.50
5/2022	Mandeville	Water: Program and Install Wireless access point in Water building.	0.75	165.00	123.75
5/2022	Mandeville	Wastwater: Diagnose drive space issue on workstation	0.25	165.00	41.25
7/2022	Mandeville	KURA: Setup Laptop, SharePoint subsite. Copy Data, Connect document library to workstations	4	165.00	660.00
7/2022	Mandeville	Clerk: Weekly meeting with Trent, Planning meeting around hardware, subscription and asset management.	2	165.00	330.00
7/2022	Mandeville	PB: Adobe in Conference rooms. Planning for new employee.	0.5	165.00	82.50
7/2022	Mandeville	PB: Folder recovery for Heather	0.5	165.00	82.50
7/2022	Mandeville	Wastwater: Workstation space issue. ArcGIS file extensions with Frank	1	165.00	165.00
7/2022	Mandeville	KURA: Laptop VPN setup, Office setup for remote use.	2.5	165.00	412.50
2022	Mandeville	KFD: VPN license reset	0.25	165.00	41.25
2022	Mandeville	Clerk: Dell lease meeting, Document Management service crashed. Diagnose and start service.	1	165.00	165.00
2022	Mandeville	Citywide: Duplicate email remover install on new RDP server for Public Records requests.	0.5	165.00	82.50

**Total** \$3,270.25  
*Handwritten:* \$6,166.05

**SKINNER FAWCETT LLP**  
**250 W. Bobwhite Court, Suite 240**  
**P.O. Box 700**  
**Boise, ID 83701-0700**  
**(208) 345-2663**

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Elam & Burke  
Attn: Abigail Germaine  
P.O. Box 1539  
Boise, ID 83701

February 1, 2023  
Invoice Number: 45848

In Reference To: Ketchum Urban Renewal Agency - 2023 Tax  
Review  
File No.: 06-6780(5) S

PROFESSIONAL SERVICES

			<u>Amount</u>	
12/22/2022	JRM	Call with Ryan Armbruster and Abbey Germaine re: public parking lot project/workforce housing project.	1.00	350.00
	RAS	Call with Ryan and Abbey G. and confer with John re: structure.	1.00	550.00
1/27/2023	RAS	Call with Ryan, Abbey and John re: public parking facilities and tax matters.	1.00	550.00
	JRM	Call with Ryan, Abbey and Rick re: public parking facilities and tax matters.	1.00	350.00
For Professional Services Rendered			4.00	\$1,800.00
Balance due				\$1,800.00

ELAM & BURKE  
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

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

December 31, 2022

Invoice # 200001

Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From December 13, 2022 Through December 31, 2022

RE: General Representation

CLIENT/MATTER: 08962-00001

HOURS

12/13/22	RPA	.30	Review and comment on proposed agenda for board meeting.
12/14/22	RPA	.30	Review proposed agenda for board meeting. Consider impact of legislation for property tax relief.
12/15/22	ARG	1.80	Teams meeting with Suzanne Frick and Housing Trust team regarding IRS letter. Review Board agenda. Review and provide comments and edits to the FY22 audit. Draft email correspondence to Suzanne Frick regarding same.
12/15/22	RPA	1.00	Review meeting documents. Review audit report and provide comments.
12/19/22	RPA	.10	Review emails re revised agenda and action items for board meeting.
12/22/22	RPA	.20	Follow up on needed changes to the city-agency agreement given staffing changes.

PROFESSIONAL FEES

814.50

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

Tax Id No. 82-0451327

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

December 31, 2022  
Invoice # 200002  
Billing Atty - MSC

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

RE: 1st and Washington Project

CLIENT/MATTER: 08962-00003

HOURS

12/01/22	ARG	1.40	Continue drafting ANE. Review deChase proposal and staff report for purposes of drafting ANE.
12/01/22	RPA	1.50	Outline issues for the exclusive right agreement. Prepare for and attend work session with Suzanne Frick, Abbey Germaine, and Mark Edlen re housing project, parking issues, affordability concerns, and financing challenges. Follow up on financial advisor selection.
12/02/22	ARG	.90	Review issues outstanding in ANE. Review original proposal by deChase for purposes of revisions to ANE.
12/02/22	RPA	1.50	Telephone conference with Eric Heringer re representation of KURA and developer. Review compliance response memo. Review and comment on draft Agreement to Negotiate Exclusively. Outline next steps.
12/05/22	ARG	1.10	Revise ANE based on review of certain provisions specific to project. Draft email correspondence to Suzanne Frick regarding same. Telephone call with Frank Lee regarding project and next steps.
12/05/22	RPA	.60	Follow up on bond counsel representation and outstanding issues for private use test and disposition of the 1st and Washington site. Address financing challenges and next steps.
12/06/22	ARG	.30	Review email correspondence from Suzanne Frick

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

Tax Id No. 82-0451327

RE: 1st and Washington Project

CLIENT/MATTER: 08962-00003  
December 31, 2022  
Invoice # 200002

			regarding letter on AMI increase. Review letter and draft initial revisions.
12/06/22	RPA	.50	Review proposed support letter for Woodriver Trust status for units at 210% AMI. Review and respond to email on support letter and ANE issues.
12/07/22	ARG	1.80	Teams meeting with Suzanne Frick to discuss letter to IRS and ANE. Draft revisions to ANE based on discussion and comments.
12/07/22	RPA	2.00	Review various documents concerning the RFP and selection. Review draft ANE. Prepare for and attend work session via zoom re ANE, IRS support letter, and next steps.
12/08/22	ARG	.20	Review and respond to email correspondence from Suzanne Frick regarding timeline for construction provide by Mark Edlen.
12/08/22	RPA	1.00	Review and respond to emails concerning work session on support letter to the IRS on community housing. Review updated scope of development schedule and impact on the draft Agreement to Negotiate Exclusively.
12/09/22	ARG	1.10	Revise ANE based on discussion with Suzanne Frick. Draft email correspondence to Suzanne Frick regarding same.
12/09/22	RPA	1.00	Review and respond to financing call. Coordinate bond counsel call. Review and comment on the draft Agreement to Negotiate Exclusively.
12/12/22	RPA	.20	Review and respond to emails concerning financing call and issues for consideration to coordinate private and public development.
12/13/22	ARG	2.30	Review and respond to email correspondence to Suzanne Frick regarding ANE. Draft email correspondence to legal counsel for development team. Draft revisions to IRS letter in support of Housing Trust. Draft resolution for approval of ANE by Board.
12/13/22	RPA	.50	Follow up on remaining issues for the ANE and financing challenges, consider options for financing and coordination of the various

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

Tax Id No. 82-0451327

RE: 1st and Washington Project

CLIENT/MATTER: 08962-00003  
December 31, 2022  
Invoice # 200002

projects.

12/14/22	RPA	.30	Review draft resolution for approval of the ANE. Follow up with attorneys for the development team on comments for the ANE.
12/15/22	RPA	1.00	Attend work session with Agency and developer representatives re the IRS support letter concerning AMI issues. Review comments on letter. Address ANE issues.
12/19/22	ARG	1.40	Review revised FY 22 audit with necessary changes. Review updated agenda. Attend Board meeting of the KURA Board. Review Board meeting calendar for 2023.
12/22/22	ARG	2.10	Prepare for meeting with McDevitt and Skinner regarding 1st and Washington. Attend Teams meeting with McDevitt and Skinner regarding bond financing and next steps. Draft notes regarding same.
12/22/22	RPA	2.00	Prepare for and attend work session via Teams with Abbey Germaine, Rick Skinner, and John McDevitt concerning serving as bond counsel for the Agency and compliance with Tax Certificate. Consider engagement and scope of work for compliance and new bond issue. Consider role of IHFA in funding of the project and second bond issue for taxable portion of development. Provide comment on the draft Agreement to Negotiation Exclusively.
12/23/22	ARG	1.10	Prepare for meeting with Piper/Sandler and KURA team. Attend meeting with PS and KURA team via phone conference. Draft follow up notes regarding next steps arising from meeting.
12/23/22	RPA	1.50	Prepare for and attend conference call with Abbey Germaine, Suzanne Frick, developer and financial advisors concerning financing for the private development as well as potential public parking garage. Follow up on issues for the agreement to negotiate exclusively.
12/28/22	ARG	.30	Review and respond to email correspondence from WRCHT legal counsel regarding ANE. Draft email

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**ELAM & BURKE**

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: 1st and Washington Project

CLIENT/MATTER: 08962-00003  
December 31, 2022  
Invoice # 200002

12/28/22 RPA 2.00 correspondence to deChase legal counsel.  
Review revisions to the ANE proposed by Wood  
River Housing Trust attorney. Prepare comments  
to Abbey Germaine for explanation to the Agency.  
Review email concerning status of comments from  
deChase Miksis.

PROFESSIONAL FEES 6,520.00

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable	
					Hours	Amount
Germaine, Abbey R.	Of Counsel	215.00	14.00	3,010.00	.00	.00
Armbruster, Ryan P.	Of Counsel	225.00	15.60	3,510.00	.00	.00
			29.60	6,520.00	.00	.00

COSTS ADVANCED	QTY	RATE	AMOUNT
Copies	64.00	.15	9.60
Color Copies	20.00	.15	3.00
TOTAL COSTS ADVANCED			12.60

INVOICE TOTAL 6,532.60



CITY OF KETCHUM  
CHECK REQUEST

Date: 2/10/23

Vendor: Dave Wilson, Sun Valley and 1st LLC

Vendor Mailing Address: PO Box 6770

Ketchum Idaho, 83340

Service Provided:

KURA OPA Reimbursement for 1st Half of 2022 Property Taxes for SV and First.

Reimbursement Agreement 50066

Dollar Amount Requested: 9,093.69

Person Requesting:

Suzanne Frick

Approved by:

\_\_\_\_\_

GL Code: 98-4410-7103

A completed W-9 will need to be received by Accounts Payable prior to releasing a check over \$600





**CITY OF KETCHUM**  
 P.O. Box 2315  
 Ketchum ID 83340  
 Phone: (208) 726-7801  
 Fax: (208) 726-7812

**INVOICE**

Date	Number	Page
01/23/2023	6301	1

**Bill To:** KETCHUM URBAN RENEWAL AGENCY  
  
 KETCHUM ID 83340

**Customer No.** 410  
**Project:** BOX 2315  
**Terms:** Due Upon Receipt  
**Invoice Due Date:** 02/02/2023

Quantity	Description	Unit Price	Net Amount
1	December 24 through January 13, 2023 Sal & Ben	9,051.92	9,051.92

Please remit payment via:  
<https://www.ketchumidaho.org/administration/page/online-payments>  
 OR  
 City of Ketchum  
 PO Box 2315  
 Ketchum, ID 83340

<b>Amount</b>	9,051.92
<b>Balance Due</b>	<u>9,051.92</u>

**DECEMBER 24 TO JANUARY 13, 2023**

Employee	Rate w/benefits	Hours	Amount	Hours Wrk	Amount
Frick, Suzanne	101.39	84	8,516.76	84	5915
Landers, Morgan	92.85	0	-		
Crutcher, Adam	48.48	0	-		
Enourato, Lisa	66.16	0	-		
Donat, Trent	71.23	2	142.46		
Gallagher, Shellie	65.45	6	392.70		
		<b>Total</b>	<b>9,051.92</b>		
			<b>92.00</b>		

GENERAL FUND - NON-DEPARTMENTAL  
 Account: 01-4193-1000 SALARIES

Single Account Detail Budget Account Multiple Accounts Transactions Segments Segment Amounts Categories

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
* 12/31/2022 (12/22)			Balance	.00	.00	.00
01/06/2023	PC	20.0001	PAYROLL TRANS FOR 12/30/2022 PAY PERIOD	2,860.00	.00	2,860.00
01/20/2023	PC	78.0001	PAYROLL TRANS FOR 1/13/2023 PAY PERIOD	3,055.00	.00	5,915.00
* 01/31/2023 (01/23)			Period Totals ***	5,915.00	.00	5,915.00

37  
47  
84



## **Ketchum Urban Renewal Agency**

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**P.O. Box 2315 | 191 5<sup>th</sup> Street | Ketchum, ID 83340**

February 21, 2023

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO ADOPT RESOLUTION 23-URA01 DESIGNATING THE RECORDS CUSTODIAN FOR THE KURA**

#### Introduction/History

Section 74-119 of Idaho Code requires that the KURA adopt guidelines that identify the general subject matter of all public records kept or maintained by the KURA, the custodian or custodians, and the physical location of such documents. The KURA shall designate at least one (1) person as custodian to receive public records requests and shall provide an alternate custodian or alternate custodians for contingencies. The KURA must note the name and contact information of its custodian of records on its website and shall promptly update such information when it changes.

In 2019 the KURA adopted Resolution 19-URA01 designating staff who no longer serve as KURA staff. The proposed resolution updates the designated staff for the KURA. Once the resolution is adopted by the Board, the KURA website will be updated.

#### Financial Requirement/Impact

There is no financial impact resulting from adoption of the proposed resolution.

#### Recommendation and Motion

Staff recommends the Board approve the following motion:

**"I move to approve Resolution 23-URA01."**

Attachment A: Resolution 23-URA01

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, UPDATING THE DESIGNATED PUBLIC RECORDS CUSTODIAN AND ALTERNATE FOR PURPOSES OF THE URBAN RENEWAL AGENCY OF KETCHUM'S PUBLIC RECORDS REQUEST PROCESSING; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, Idaho Code § 74-119, requires that public agencies adopt guidelines that identify the general subject matter of all public records kept or maintained by the agency, the custodian(s), and the physical location of such documents;

WHEREAS, Idaho Code § 74-119, also requires Idaho public agencies to designate records custodians and alternates to help members of the public who want to request public records;

WHEREAS, pursuant to Resolution No. 19-URA01 the Agency adopted formal guidelines regarding public records administration and designated a custodian and alternative for purposes of public records requests;

WHEREAS, due to Agency staffing changes, the Agency wishes to update the individuals designated as the custodian and alternative for purposes of public records requests.

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 custodian and alternative for purposes of public records requests shall be:

1. Trent Donat, Agency Secretary, is designated as the primary public records custodian for the Agency.
3. Suzanne Frick, Agency Executive Director, is designated as the alternate records custodian for the Agency.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on February 21, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on February 21, 2023.

URBAN RENEWAL AGENCY OF KETCHUM

By \_\_\_\_\_  
Susan Scovell, Chair

ATTEST:

By \_\_\_\_\_  
Secretary

4873-7678-5742, v. 1



**SUN VALLEY  
ECONOMIC  
DEVELOPMENT**

# SVED 2023 Strategic Plan

APPROVED

# 2023 Action Plan - Framework

Performance Objective Number	Action Plan Category	Strategic Categories
1	Business Attraction, Expansion, Retention and/or Creation	BUSINESS +
2		HOUSING & ACCOMMODATION
3		INFRASTRUCTURE
4		WORKFORCE
5	Place Making	RECREATION
6		EVENTS
7	Training	PROFESSIONAL
8		OTHER
9	Other	MEMBERSHIP
10		FINANCIAL
11		ORGANIZATIONAL

# Strategic Plan - Business Attraction, Creation, Expansion & Retention

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Attract & recruit specific/ focused relocation leads	Food & Beverage services Small professional offices Outdoor recreation startups	3	New/existing restaurants/brands Professional, PE, VCs, etc. Ski, bike, etc
2	Respond to Commerce RFPs	As needed	2	Smaller low-infrastructure co's
3	Solicit & draft Idaho incentive/other grant applications	Tax Reimbursement Incentive (TRI) Property Tax Exemption (PTE) Advantage, STEP & other	3	SUN FBO 2, etc Steadfast Prop, etc.
4	Regular outreach to local businesses and organizations	Meetings & phone calls Succession planning	3	Commerce 75 list, minority business Aging business owners
5	Provide access to external funding sources	SBA program applications BBB grant applications Other agency applications Local grant applications	3	SBA loan application candidates Seminars & grant support Advise on other grant programs
6	Community education & advocacy	Prepare periodic economic analyses Publish membership newsletters Advocate on critical business issues	3	Quarterly issuance Monthly issuance Regultry issues, LOT, new technology



# Strategic Plan - Housing/Accommodation & Infrastructure

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Community Education & Advocacy	Affordable, Middle Income, Professional Multi-family, Tiny Home, other Regulatory policy changes Increase supply incentives LOT for housing	3	Analysis, tracking & reporting Steadfast, ARCH, other Height, density, other zoning policies Property Tax Exemption improvement Analysis for ballot measure
2	Increase Accessible Rental Options	Long-term rental incentive policies Short Term Rental market analysis	2	Rent rates, residency restrictions Incentivize ST>LT rental conversion
3	Expand Accommodation & Lodging Options	Hotel projects Support WR Tourism & Lodging Coalitions	2	Marriott Signature, Harriman, etc ExCo participation & data analysis
4	Expand Sustainability Infrastructure	Sustainability Committee participation Baldy Forest Health participation Identify & share grant opportunities	2	Support lead organization efforts
5	Improve Transportation Systems	Increase SUN access & capabilities Improve Commuting/Public Transit	1	Support lead organization efforts

# Strategic Plan - Workforce

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Improve Vocational Pathways	Leverage TPM® infrastructure Build Apprenticeship programs Create Internship/other programs	3	Inventory business needs SV Culinary Institute, Const/Trades Engage local educators & NFPs
2	Expand Childcare Options	Increase existing capacity Develop new capacity	2	Early Youth Educational committee participation
3	Attract Talent	Quality of Place marketing Remote worker marketing Corporate event leverage	1	New QOP metrics & campaign Friends & family, trailing spouses, etc Enhance experiences & exposure
4	Community Education & Advocacy	Living wage/ALICE analysis Labor statistics analysis	1	Support lead organization efforts Analyze workforce gaps

# Strategic Plan - Place Making/Training/Other

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Increase recreational assets & opportunities	Grow Sun Valley Culinary Institute Baldy Forest Health participation Develop new RV parks	3	Increase BCSD & rest. engagement Private land match applications Parcel advocacy
2	Deliver SVED Community Events	Conduct 1-3 Forums and/or Summit Implement social media program	3	Keynote speakers, vibrant themes LinkedIn, etc
3	Improve SVED team skills & influence	Increased IEDA engagement RIVDA Loan Board participation	2	Participate in Legislative committee Conduct SBA regional loan reviews
4	Expand Membership rooster	Improve member value proposition Sustain participating membership Broadcast SVED successes	3	Adjust membership benefits Achieve 75 business outreach target ROI methodology
5	Maintain/improve Financial Performance	Optimize P&L performance Secure additional grants Optimize EIDL loan	3	Positive Summit & overall P&L iWDC/other program admin. fees Secure incremental interest
6	Optimize organizational Structure	Evaluate collaboration alternatives Refresh Board Access additional work capacity	3	Other NFPs Diversity & new blood Board volunteers, interns, other

# SVED 2023 Performance Criteria

ANNUAL PERFORMANCE CRITERIA (DRAFT)					
Performance Objective Number	Action Plan Category	Performance Criteria/Assessment	Target Date for Delivery	Weight (1=lo, 3=hi)	%
1	Business Attraction, Retention & Expansion	Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, local impacts & doability; support with provision of timely advise/ data	30-Dec-23	3	13%
2		Advocate for and/or support five (5) local businesses with economic development objectives and/or with government incentive programs.	30-Dec-23	3	13%
3		Develop/support workforce housing project implementation	30-Dec-23	3	13%
4		Participate in five (5) tourism/hospitality-related expansion activities/programs	30-Dec-23	2	8%
5		Support expansion of professional & other programs at Sun Valley Culinary Institute	30-Dec-23	2	8%
6	Place Making	Provide strategic and/or analytical support to three (3) community events, organizations and/or networks	30-Dec-23	1	4%
7		Deliver three (3) community educational events	30-Nov-23	2	8%
8		Conduct a minimum of six (6) annual conversations with each local government/representative	30-Dec-23	2	8%
9	Training	Participate in eight (8) community economic development seminars, conferences, networking, webinar and/or other events	30-Dec-23	1	4%
10	Other	Outreach to eight (8) local businesses/organizations per month	30-Dec-23	3	13%
11		Secure seven (7) new or lapsed members, and maintain YE membership of 75	30-Dec-23	2	8%
12		Maintain three (3) year ROI of at least \$5 delivered for each \$1 invested by community	30-Dec-23	3	13%
13		Deliver positive YE net operating income	30-Dec-23	3	13%

Sun Valley Economic Development  
January 2023

**Describe any activities taken this month to advance your industry targeting objectives (Objective A)**- continued employer meetings and data collection for Hospitality & Tourism TPM collaborative; structured career /job hierarchy for both Construction & Trades and Hospitality & Tourism collaboratives; planning for summer vocational youth camps for construction & trades, culinary and entrepreneurship; edits and advice on early youth education childcare needs survey report.

**Describe any activities taken this month to advance your business outreach objectives (Objective B)** –direct outreach to 36 local business organizations, strong January in terms of sales and customers; strong Icon vs Epic ski resort customer traffic with circa 7% increase in skier days year on year; compilation of project developer survey results showing positive and negative experiences with city and county planning departments; main business concerns remain lack of local talent/workforce housing; monitoring House and Senate bills which would negatively impact local businesses; advocating for changes to SB1047 which would provide an incremental liquor license for historic buildings in resort communities;

**Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C)** – working with VSV and FSVA on structuring LOT for Housing & Air Service campaign messaging; advised LightBio startup on possible funding and local pilot options for genetically modified ornamental petunia product.

**Describe any activities taken this month to advance your placemaking objectives (Objective D)** – feedback on WR Collaborative Forest Management Plan draft report goals and actions.

**Describe any activities taken this month to advance your professional development objectives (Objective E)** –seated two new board members for SVED; development of 2023 performance criteria; revision of FY23 budget proposal.

**Describe any other activities taken this month that fall outside of your workplan objectives-** Provided consulting advice to MacKee area ED Pro on new Kinex copper mine development.

**Sun Valley Economic Development, Inc.**  
**FY 2022 ACTUALS**  
 January - December 2022

	FY22	
	Actual	Budget
<b>Income</b>		
<b>Income</b>		
<b>Events</b>		
<b>Summit</b>		
Registrations	5,175	7,500
Sponsorships	2,100	7,500
<b>Total Summit</b>	<b>\$ 7,275</b>	<b>\$ 15,000</b>
<b>Total Events</b>	<b>\$ 7,275</b>	<b>\$ 15,000</b>
<b>Grant Income</b>		
Idaho Power		2,500
IWDC Grant Incoe (Restricted)	3,125	
Other Grant Income	1,000	
State Dept of Commerce	27,200	24,150
<b>Total Grant Income</b>	<b>\$ 31,325</b>	<b>\$ 26,650</b>
<b>Private Sector</b>		
Membership	51,150	40,000
<b>Total Private Sector</b>	<b>\$ 51,150</b>	<b>\$ 40,000</b>
<b>Public Sector</b>		
Blaine County		30,000
Hailey	3,000	4,000
Ketchum	10,000	10,000
Kura	15,000	15,000
Sun Valley	7,500	8,500
<b>Total Public Sector</b>	<b>\$ 35,500</b>	<b>\$ 67,500</b>
<b>Total Income</b>	<b>\$ 125,250</b>	<b>\$ 149,150</b>
Interest Income	5	12
z In Kind Revenue & Services	15,800	15,000
<b>Total Income</b>	<b>\$ 141,055</b>	<b>\$ 164,162</b>
<b>Gross Profit</b>	<b>\$ 141,055</b>	<b>\$ 164,162</b>
<b>Expenses</b>		
<b>Expenses</b>		
<b>Project Expenses</b>		
Forums & Meetings	0	
<b>Incubation</b>		
Culinary	1,000	
<b>Total Incubation</b>	<b>\$ 1,000</b>	<b>\$ 0</b>
<b>Total Project Expenses</b>	<b>\$ 1,000</b>	<b>\$ 0</b>
<b>Total Expenses</b>	<b>\$ 1,000</b>	<b>\$ 0</b>
<b>Office Administration</b>		
Accounting		

Late Receipt; included in 2023 financials

General Accounting	4,223	3,600
Tax Preparation	1,077	1,200
<b>Total Accounting</b>	<b>\$ 5,299</b>	<b>\$ 4,800</b>
Bank Costs	855	600
Dues & Subscriptions	759	350
Other Fees & Service	2,687	1,700
<b>Total Office Administration</b>	<b>\$ 9,601</b>	<b>\$ 7,450</b>
<b>Operating Expenses</b>		
<b>Compensation</b>		
<b>Executive Director</b>		
Base	100,000	98,663
Bonus	8,530	9,733
<b>Total Executive Director</b>	<b>\$ 108,530</b>	<b>\$ 108,396</b>
<b>Total Compensation</b>	<b>\$ 108,530</b>	<b>\$ 108,396</b>
Consulting	7,209	8,000
Marketing	5,806	5,500
Professional Fees		200
Training	535	500
Travel, Meals & Entertainment Expense	5,665	5,000
Web Site	390	1,000
<b>Total Operating Expenses</b>	<b>\$ 128,135</b>	<b>\$ 128,596</b>
Uncategorized Expense		535
<b>Total Expenses</b>	<b>\$ 138,737</b>	<b>\$ 136,581</b>
<b>Net Operating Income</b>	<b>\$ 2,319</b>	<b>\$ 27,581</b>
<b>Other Expenses</b>		
In-Kind Revenue & Services	15,800	15,000
Loans Repayment & Miscellaneous	0	1,905
<b>Total Other Expenses</b>	<b>\$ 15,800</b>	<b>\$ 16,905</b>
<b>Net Other Income</b>	<b>\$ -15,800</b>	<b>\$ -16,905</b>
<b>Net Income</b>	<b>\$ -13,481</b>	<b>\$ 10,676</b>

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis

**Sun Valley Economic Development, Inc.**  
**Balance Sheet**  
As of December 31, 2022

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
<b>Bank Accounts</b>	
Checking-Sustain Blaine (Zions)	0.00
<b>Total Bank Accounts</b>	<b>\$ 0.00</b>
Checking x 0713	18,276.98
PayPal	0.00
Savings x4864	85,995.33
<b>Total Bank Accounts</b>	<b>\$ 104,272.31</b>
<b>Accounts Receivable</b>	
Accounts Receivable	35,300.00
<b>Total Accounts Receivable</b>	<b>\$ 35,300.00</b>
<b>Other Current Assets</b>	
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$ 0.00</b>
<b>Total Current Assets</b>	<b>\$ 139,572.31</b>
<b>Other Assets</b>	
Organizational Costs	10.00
<b>Total Other Assets</b>	<b>\$ 10.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 139,582.31</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable	-381.00
<b>Total Accounts Payable</b>	<b>-\$ 381.00</b>
<b>Other Current Liabilities</b>	
Refundable Deposit	0.00
<b>Total Other Current Liabilities</b>	<b>\$ 0.00</b>
<b>Total Current Liabilities</b>	<b>-\$ 381.00</b>
<b>Long-Term Liabilities</b>	
Deferred Interest	5,940.00
SBA CARES EIDL - LOAN 2.75% 30 Year	88,900.00
<b>Total Long-Term Liabilities</b>	<b>\$ 94,840.00</b>
<b>Total Liabilities</b>	<b>\$ 94,459.00</b>
<b>Equity</b>	
Unrestricted Net Assets	29,270.37
Net Income	15,852.94
<b>Total Equity</b>	<b>\$ 45,123.31</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 139,582.31</b>



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**Sun Valley Economic Development, Inc.**  
**FY 2023 Budget APPROVED**  
 January - December

	<b>Approved</b>
	<b>FY23</b>
	<b>Budget</b>
<b>Income</b>	
<b>Income</b>	
<b>Events</b>	
<b>Summit</b>	
Registrations	\$ 2,000
Sponsorships	\$ 7,500
<b>Total Summit</b>	<b>\$ 9,500</b>
<b>Total Events</b>	<b>\$ 9,500</b>
<b>Grant Income</b>	
<b>Idaho Power</b>	
IWDC Grant Incoe (Restricted)	\$ 21,875
Other Grant Income	\$ 1,000
State Dept of Commerce	\$ 24,100
<b>Total Grant Income</b>	<b>\$ 46,975</b>
<b>Private Sector</b>	
Membership	\$ 60,000
<b>Total Private Sector</b>	<b>\$ 60,000</b>
<b>Public Sector</b>	\$ -
Blaine County	\$ 55,000
Hailey	\$ 3,000
Ketchum	\$ 15,000
Kura	\$ 5,000
Sun Valley	\$ 6,500
<b>Total Public Sector</b>	<b>\$ 84,500</b>
<b>Total Income</b>	<b>\$ 200,975</b>
Interest Income	\$ 2,800
z In Kind Revenue & Services	\$ 18,000
<b>Total Income</b>	<b>\$ 221,775</b>
<b>Gross Profit</b>	<b>\$ 221,775</b>
<b>Expenses</b>	
<b>Expenses</b>	
<b>Project Expenses</b>	
Forums & Meetings	\$ 10,000
<b>Incubation</b>	
Culinary	\$ 1,000
<b>Total Incubation</b>	<b>\$ 1,000</b>
<b>Total Project Expenses</b>	<b>\$ 11,000</b>
<b>Total Expenses</b>	<b>\$ 11,000</b>
<b>Office Administration</b>	\$ -

<b>Accounting</b>	
General Accounting	\$ 5,000
Tax Preparation	\$ 1,500
<b>Total Accounting</b>	<b>\$ 6,500</b>
Bank Costs	\$ 900
Dues & Subscriptions	\$ 1,000
Other Fees & Service	\$ 3,000
<b>Total Office Administration</b>	<b>\$ 24,400</b>
<b>Operating Expenses</b>	
<b>Compensation</b>	
<b>Executive Director</b>	
Base	\$ 100,000
Bonus	\$ 10,000
<b>Total Executive Director</b>	<b>\$ 110,000</b>
<b>Total Compensation</b>	<b>\$ 110,000</b>
Consulting	\$ 29,875
Marketing	\$ 10,000
Professional Fees	\$ 200
Training	\$ 800
Travel, Meals & Entertainment Expense	\$ 5,300
Web Site	\$ 1,600
<b>Total Operating Expenses</b>	<b>\$ 157,775</b>
Uncategorized Expense	\$ -
<b>Total Expenses</b>	<b>\$ 193,175</b>
<b>Net Operating Income</b>	<b>\$ 28,600</b>
<b>Other Expenses</b>	
In-Kind Revenue & Services	\$ 18,000
Loans Repayment & Miscellaneous	\$ 4,572
<b>Total Other Expenses</b>	<b>\$ 22,572</b>
<b>Net Other Income</b>	<b>\$ 6,028</b>
<b>Net Income</b>	<b>\$ 6,028</b>

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## Opportunities Report

### Projects that involve CapEx, job creation, and/or incentives

Date	Project/ Company Name	City	Industry	Opportunity Type	Number Existing Jobs	Potential Job Creation	Potential Capital Investment	Incentives Applied For	Project Stage	Summary of Project
1-Jul	Revelry Group	Ketchum	Food & Beverage	Business Attraction	17	29	\$1,800,000	TRI	In Progress	Revelry relocation from Portland to Sun Valley area proceeding as planned; temporary office accommodations secured for first 17 permanent employees; 9000 sf of new build office space secured for ground floor of 1st & 4th building under construction with occupancy expected early 2023; 1st major new program was Global Food Innovation conference in July '22 which hosted 500 attendees over 4 days at SV Resort
1-Jul	Wild Rye	Ketchum	Outdoor Recreation	Business Attraction	8	30	\$0	TRI	In Progress	Wild Rye growth trajectory on track; expansion into new Ketchum office completed in March '22; actively hiring to accommodate increase in wholesale sales channels
1-Jul	Yellow Belly	Hailey	Food & Beverage	Business Retention	2	0	\$0	None	In Progress	Owner of retail ice cream store seeking to exit; local food entrepreneur evaluating brand purchase
1-Aug	Carey Grocery	Carey	Food & Beverage	Business Attraction	0	15	\$200,000	None	In Progress	Current Carey resident and owner of automotive shop in early planning stages to reopen the shuttered grocery store on main st. Retrofitting interior space personally with view to subletting parts to other new businesses; discussed providing supply chain contacts and start up capital
1-Aug	River & Spruce multifamily	Hailey	Workforce Housing	Community Development	0	1	\$15,000,000	None	In Progress	new 51 unit apartment project in new high density overlay district; priced for workforce housing
1-Aug	Root Wine Bar	Hailey	Restaurant	Business Attraction	0	20	\$400,000	None	In Progress	new wine bar being set up by new resident; hired existing Chef Chris
1-Sep	Zhou 75	Hailey	Restaurant	Business Retention	15	15	\$300,000	None	In Progress	business of 20 years closing; purchase of building for development of new Asian themed restaurant by local restaurant entrepreneur
1-Sep	Mahoneys	Bellevue	Restaurant	Business Retention	12	12	\$300,000	None	In Progress	business under contract for sale to new owner
1-Sep	Silver Dollar Saloon	Bellevue	Restaurant	Business Retention	12	12	\$300,000	None	In Progress	business under contract for sale to new owner
1-Oct	Whallen Dentistry	Hailey	Healthcare	Business Retention	7	4	\$500,000	None	In Progress	business under contract for sale to new owner; owner plans to expand footprint and add 1-2 dentists with support staff
1-Nov	The Place	Hailey	Restaurant	Business Attraction	0	10	\$250,000	None	In Progress	New noodle bar serving dinners; variable operating hours as they get staffed up
1-Nov	SUN Fixed Base Operator	Hailey	Aviation	Business Attraction	0	25	\$10,000,000	None	In Progress	Announcement that Friedman Airport Authority has received and will be soliciting indications of interest to establish a 2nd Fixed Base Operator (FBO) for General Aviation services (fueling, hangering etc) at SUN; expansion option allowed under FAA approved Master Plan; likely to be a multi year solicitation assessment process; SVED was contacted by a potential operator 2 years ago and discussed potential incentives at that time
1-Nov	YaYa	Hailey	Retail	Business Attraction	0	5	\$200,000	None	In Progress	New clothing store serving women and children
1-Jan	Tamarak Lodge	Ketchum	Lodging	Business Retention	20	0	\$500,000	None	In Progress	2-Yr remodeling project completed this month; mostly interiors and 26 guest rooms
1-Jan	Wyld Gin	Ketchum	Food & Beverage	Start Up Business	0	2	\$0	None	Closed Won	New startup using existing blend stock to produce new brand
1-Jan	Wyle Beet	Hailey	Restaurant	Start Up Business	0	2	\$50,000	None	Closed Won	New startup foodtruck focused on vegan cuisine; sub leasing space outside Sturtos in Hailey
1-Jan	Town & Park Jewelers	Sun Valley	Retail	Business Retention	4	0	\$0	None	In Progress	Going out of business; unable to sell business after trying for c18 months; liquidating inventory and surrendering lease in SV Village
1-Jan	Elkhorn Springs Modular Rentals	Sun Valley	Housing	Community Development	0	1	\$11,400,000	None	In Progress	Early planning for 19 units in SV Elkhorn; 2-3 bedroom units for rent that will be made available to local employees only
1-Jan	Davis Reed	Ketchum	Retail	Business Retention	10	0	\$0	None	In Progress	Going out of business sale with liquidation of inventory
1-Jan	Café Della	Hailey	Restaurant	Business Retention	6	0	\$0	None	In Progress	Owners moving out of town and seeking to sell business; potential purchaser negotiating

Any meeting with a business, government agency, or non-profit

Date	Company	Industry	Contact Name	City	Activity Purpose	Interested In	Referral To	Summary of Visit
6-Jul	Growing Garden	services	Molly Green	Ketchum	Partner Meeting	Other	None	Explored potential for IWDC childcare grant; not able to apply for grant due to lack of matching funds; small program with 12 students and struggling to maintain current level of operations; SVED assessment that this grant program will be very difficult for small providers
7-Jul	CSI	education	Janet Pretti	Twin Falls	Partner Meeting	Other	None	Kickoff meeting of Region IV TPM project team; standing meeting to plan project activities on IWDC vocational improvement program
8-Jul	SV Culinary Institute	education	Karl Uri	Ketchum	Partner Meeting	None	None	committee meeting to review current student applications and establish initial scholarship levels
11-Jul	SV Culinary Institute	education	Mindy Meads	Ketchum	Partner Meeting	None	None	annual retreat to review strategic priorities, work plan for future, board composition and financials
12-Jul	Farmers Market	food & beverage		Ketchum	Partner Meeting	None	None	visit with 15 vendors at weekly farmers market; business is strong this year, supply chain working well but food inflation is causing increase at retail
12-Jul	Sun Valley Playschool	services	Smeranda Summers	Sun Valley	Partner Meeting	Other	None	Explored potential for IWDC childcare grant; will discuss options with management; one of the larger programs with 80 students, mix of staff, locals and tourist
13-Jul	Silent Water Development	development	Broderick Smith	Ketchum	Partner Meeting	None	None	Discussion about new mixed use project, the Perry, expected to start construction spring 2023; four ground floor retail, food with Type 1 hood, market rate and affordable apartments, and 2 luxury penthouse units; ready for full design review
13-Jul	Line Co Sustainability Commi	government	Lynn Barker	Hailey	Community Development	None	None	committee meeting of transport & land use committee to evaluate goals and vision
13-Jul	SVED Exco	not for profit	Rick Lefaivre	Ketchum	Board Meeting	None	None	regular meeting to discuss priorities, financials, workplan progress
18-Jul	Wood River CFE	recreation	Lance Davison	Blaine Co	Community Development	None	None	review of draft report on Urban Tree Canopy study for Blaine Co; discussion of potential actions arising from scientific principles
19-Jul	Wood River Tourism Coalitio	hospitality & tourism	Carole Waller		Community Development	None	None	discussion of plans for renewing LOT for air service; planning for schedule, ballot wording, PR program and consulting resources for potential Nov '22 election
19-Jul	SPUR	not for profit	Sally Gillespie		Partner Meeting	None	None	dinner with interested donors at Rally for Housing; round table discussion on ongoing and future project plans
20-Jul	SVED	not for profit	Rick Lefaivre		Board Meeting	None	None	full board meeting
21-Jul	Reflex Poles	recreation	Ben Verge		Partner Meeting	STEP Grant	None	discussion of expansion plans for ski pole distribution and new products; next step is to build out purchase engine on web and start internet sales channel
22-Jul	Archive Finishing	construction & trades	Roberto de		Partner Meeting	None	None	extremely busy drywall, stucco and painting co; 120 employees after spin off of 40 person painting unit; active in ID and WY primarily
22-Jul	Landing Local	hospitality & tourism	Colin Furth		Community Development	None	None	review of applicability of Landing Locals short term conversion program to long term for Ketchum; sharing of market data
24-Jul	Revelry	food & beverage	Jim Crystal		Partner Meeting	None	None	participated in global food innovation conference with 500 attendees; organized tours of culinary institute and pitched industry scholarships
26-Jul	Keller Williams	real estate	James Taukas		Partner Meeting	None	None	presentation on state of Blaine economy to realtors; discussed slow down in local markets due to fears of recession, market and increasing supply
27-Jul	OtherWild Ventures	recreation	Jeff Rose		Partner Meeting	Other	None	evaluated possible joint branding and marketing program for outdoor rec lifestyle brands
28-Jul	WCMEDC	not for profit	Lindsey Hailey		Other	None	None	shared ideas regarding best practices in ED with new McCall based ED; board governance and other tool kits shared
6-Jul	YMCA	not for profit	Jason Scherer		Partner Meeting	None	None	explored potential for IWDC childcare grant, not able to apply as they are not licensed
12-Jul	Conrad Bros	construction & trades	Paul Conrad		Partner Meeting	None	None	update on local construction projects and proposed meetings on Ketchum ordinance changes
13-Jul	Zenergy	services	Derek Agnew		Partner Meeting	None	None	explored potential to be a partner with BCRD for childcare grant; willing to do this as large number of his 123 employees have childcare needs
13-Jul	Carr Development	development	Mike Carr		Partner Meeting	None	None	discussed delay in mixed use development plan in Ketchum
14-Jul	Macquells House	services			Partner Meeting	Other	None	Explored potential for IWDC childcare grant; not able to apply for grant due to lack of 3 year track record
19-Jul	BSU	education	Vanessa Fry		Partner Meeting	None	None	discussion of potential speakers for SVED '22 summit; possible professor with urban planning track record
20-Jul	Walnut Ave Mall	development	Chip Fisher	Ketchum	Partner Meeting	None	None	discussion
20-Jul	Wood River Insurance	financial	Ashley Robertson	Hailey	Partner Meeting	None	None	evaluated fire insurance risks in WRV; Chubb and AIG have stopped writing policies in certain areas including Gimlet and Golden Eagle; little know issue becoming more pronounced; SVED will seek to discuss with realtors board

21-Jul	State Farm Insurance	financial	Patrick Buchanan	Hailey	Partner Meeting	None	None	discussed fire insurance risk issue with another agent to verify circumstances
26-Jul	National Forest Foundation	not for profit	Dani Southard	Boise	Partner Meeting	None	None	reviewed status of joint chef's grant on private sector lands; discussed possible text amendment to Mountain Overlay District to allow administrative review of forest health reasons
27-Jul	SV Water & Sewer	government	Pat McMahon	Sun Valley	Partner Meeting	None	None	interested in update of water consumption analysis for SV Elkhorn Association
27-Jul	I Have a Dream Foundation	not for profit	Laura Rose Lewis	Ketchum	Partner Meeting	Other	None	discussion of TPM vocational program resource needed for Hospitality & Tourism cohort
30-Jul	High Desert Sports	retail		Hailey	Business Retention	Other	None	current owners seeking exit from operations; selling building and inventory ex guns and ammo
30-Jul	Jonny G's	restaurant	John Gorham	Ketchum	Business Retention	Other	None	current owners seeking exit from operations; selling building, equipment, inventory and brand to new operator
2-Aug	Mascaroni Design	construction & trades	Tim Mascaroni	Ketchum	Partner Meeting	Other	None	update on local construction projects and proposed meetings on Ketchum ordinance changes
2-Aug	RIVDA	financial	Rob Akins	Twin Falls	Partner Meeting	Other	None	review of Blaine Co lending opportunities
2-Aug	Fly Sun Valley Alliance	transportation	Carole Waller	Ketchum	Partner Meeting	Other	None	planning for approval of LOT for Air Service
3-Aug	Blaine Co Sustainability Commi	government	Lynn Barker	Hailey	Community Development	Other	None	internal discussion about priorities and lack of focus on land use planning in subcommittee
4-Aug	CSI	education	Janet Pretti	Twin Falls	Community Development	Other	None	planning for implementation of TPM grant project; discussion of reporting, roles and financing options
5-Aug	Blaine Co School District	education	Jim Foudy	Hailey	Community Development	Other	None	discussion of BCSD vocational programs and opportunities to link with TPM project
8-Aug	Sun Valley Co.	hospitality & tourism	Pete Sontag	Sun Valley	Partner Meeting	Other	None	review of summer outcomes and winter plans; discussed childcare grants, forest health project, new lift installation, alpine racing events, wedding stats (90+ this summer)
9-Aug	Sun Valley Culinary Institute	food & beverage	donnor	Ketchum	Other	Other	None	cultivation of donor for student scholarships
9-Aug	Blaine Co Housing Authority	government	Sara Michael	Ketchum	Community Development	Other	None	review of affordable housing data available for sharing with housing advocates
9-Aug	Custom Trailers	hospitality & tourism	Rob Clayton	Deer Valley	Other	Other	None	meeting with new luxury tiny home builders who designs 400 sf trailers as a housing alternative; connected them with potential partners like ARCH, Meadows Trailer Park, etc
10-Aug	SVED	not for profit	Rick Lefaiivre	Ketchum	Board Meeting	Other	None	Exco meeting to discuss action plan priorities, YTD financials and advocacy activities
8/11/2022	Visit Sun Valley	hospitality & tourism	Scott Fortner	Ketchum	Board Meeting	Other	None	Board meeting to discuss tourism programs, summer results, winter forecasts and LOT for Air ballot timing
8/12/2022	SVED	not for profit	Guy Cherp	Ketchum	Board Meeting	Other	None	summit subcommittee meeting to review theme, speakers, messaging, panels and logistics
8/15/2022	US Bank	financial	Chris Calvert	Ketchum	Partner Meeting	Other	None	discussion of current state of economy and banking activities
8/15/2022	KURA	not for profit	Susan Scoville	Ketchum	Partner Meeting	Other	None	quarterly report to Ketchum Urban Renewal Authority
8/16/2022	Ketchum P&Z	government	Neil Morrow	Ketchum	Community Development	Other	None	advocacy on Ordinance 1234 for development community, focus on complexity and unintended consequences
8/17/2022	Windemere Group	real estate	Stephanie Reed	Hailey	Partner Meeting	Other	None	presentation to 20 realtors on the state of the economy and discussion of latest trends in real estate market; general slowing of offers, increase in inventories
8/17/2022	CSI	education	Janet Pretti	Twin Falls	Community Development	Other	None	kickoff meeting for TPM grant project; team intros and creation of project timeline, deliverables and reporting alignment
8/18/2022	Wood River ELC	education	Martin Balbon	Boise	Community Development	Other	None	kickoff meeting for new Early Learning Collaborative project supported by Wood River Womens Foundation; explanation of project and goals
8/22/2022	Appelation Hospitality	hospitality & tourism	Chris Hunsberger	Los Angeles	Community Development	Other	None	introduction to partner for the new Harriman Hotel project; discussion of culinary offering and potential help in sourcing a new Instructor Chef for SVCI
8/22/2022	The Kneadery	restaurant	Dillon Witmer	Ketchum	Partner Meeting	Other	None	discussion of summer activity; more business with Perry's closed and more difficult customers; staffing ok but burned out staff requiring time off
24-Aug	Blaine Co Sustainability Commi	government	Lynn Barker	Hailey	Community Development	Other	None	discussion of charette process and finalization of goals
26-Aug	YMCA	not for profit	Jason Shearer	Ketchum	Partner Meeting	Other	None	meeting with Y board to provide update on economic activity, statistics etc as part of annual strategy review
29-Aug	FARE Idaho	not for profit		Ketchum	Other	Other	None	introduction to their mission and activities, and discussion of collaboration with SVCI regarding food supply chain, local ag support and educational options
30-Aug	Mountain Pride	food & beverage	Stuart Siderman	Ketchum	Business Retention	Other	None	20 year owner sold to new resident; will lease building to owner and provide consulting support for short term;
30-Aug	Espinoza Flooring	construction & trades	Mr Espinoza	Ketchum	Business Retention	Other	None	took business back from son to tighten up operations; record last 24 months with residential construction activity
1-Aug	Magic Lantern	media	Rick Kessler	Ketchum	Business Retention	Other	None	reported sale of the cinema for \$2.9m, including land & inventory; current status unknown
1-Aug	First Lite	recreation	Ross Cooperman	Hailey	Business Expansion	Other	None	new Hailey retail outlet opened for brand
1-Aug	Idaho Cycles	recreation	Mark Carnes	Ketchum	Business Retention	Other	None	giving up on business; cant get staff, ready to retire, too much effort for reward
1-Aug	Zhou 75	development	Rob Cronin	Hailey	Business Retention	Other	None	core staff exited with no notice; unable to find replacement staff so going out of business

30-Aug	Bigwood Cinema	media	Latham Williams	Hailey	Business Retention	Other	None	unable to recover from Covid downturn and TV streaming
30-Aug	Wood River Matress		Scott Shane	Hailey	Partner Meeting	None	None	this summer strong but below record year in 2021
9-Sep	RIVDA	financial	Jeff McCurdy	Twin Falls	Partner Meeting	None	None	review of RIVDA projects in Blaine Co
12-Sep	Glass Masters	construction & trades	Sven	Ketchum	Partner Meeting	None	None	review of state of business and successin plans
15-Sep	Smokey Mountain Pizza	restaurant	Chad	Ketchum	Partner Meeting	None	None	struggling to maintain service levles with limited staff, delivery drivers are very tough to keep
14-Sep	SVED	not for profit	Rick LeFavre	Ketchum	Board Meeting	None	None	Exco review of priorities and delivery of plan
15-Sep	Sun Valley Culinary Institute	education	Scott Fortner	Ketchum	Board Meeting	None	None	discussion of summer activity levels and Fall professional program, budget for '23 and new staff hiring
19-Sep	City of Ketchum	government	Neil Bradshaw	Ketchum	Community Development	None	None	feedback on proposed new ordiannce 1234 which would impose additonal restrictions on city core and tourist district developments; advocated against 2 specific provisions to limit luxury unit size and require potential overbuilding of commercial space
21-Sep	SVED	not for profit	Rick Lefavre	Ketchum	Board Meeting	None	None	Board meeting to discuss tourism programs, summer results, winter forecasts and LOT for Air ballot timing
23-Sep	QBS Solutions	financial	Toni Himmelman	Ketchum	Partner Meeting	None	None	review of SVCI treatment of tuition payments and scholarship accounting
26-Sep	Sun Valley Music Festival	not for profit		Ketchum	Partner Meeting	None	None	discussion of summer symphony session; number strong again but short of record; interested in having SVED conduct an EIA
28-Sep	ine Co Sustainability Commi	government	Lynn Barker	Hailey	Partner Meeting	None	None	Land Use a& Transportation subcommittee meeting to review goals for upcoming charette exercise
28-Sep	SEI	financial	Patsie Gove	Ketchum	Partner Meeting	None	None	private equity review of fundraisng and giving strategies
29-Sep	City of Carey	government	Sara Mecham	Carey	Partner Meeting	None	None	Idaho Govt for a Day; meetings with Gov Little's team to discuss small town rural issues and problems; feedback on childcare grants just launched by IWDC
3-Oct	City of Ketchum	government	Niel Bradshaw	Ketchum	Partner Meeting	None	None	advocacy against specific provisions of ordiannce 1234 based on questionable statement that more comercial is needed without market study and that limiting size of 3rd floor luxury units results in suboptimal space development
4-Oct	Micron	manufacturing		Boise	Site Visit	None	None	tour of Micron Boise facility as part of IEDA conference
5-Oct	o Economic Development A	not for profit	Sari David	Boise	Seminar	None	None	IEDA conference
6-Oct	CSI	education	Alex Wexford	Twin Falls	Seminar	None	None	discussion of current CSI workforce training options as parrt of TPM project
7-Oct	Mountain Express	media	Pam Morris	Ketchum	Partner Meeting	None	None	review of draft Economic Almanac prior to summit publication
10-Oct	SV Culinary Institute	education	Karl Uri	Ketchum	Partner Meeting	None	None	discussion of candidates for replacing culinary director
11-Oct	I Have a Dream Foundation	education	Jack Bunce	Ketchum	Partner Meeting	None	None	discussion of TPM vocational program organizational structure
11-Oct	Fly Sun Valley Alliance	not for profit	Carol Waller	Hailey	Partner Meeting	None	None	review of LOT Air
12-Oct	WR Urban Landscape	not for profit	Lance Davidson	Boise	Partner Meeting	None	None	review of 1st draft of local forect canopy study for Blaine Co; feedback given
12-Oct	SVED	not for profit	Rick Lefavre	Ketchum	Board Meeting	None	None	Exco meeting to discuss action plan priorities, YTD financials and advocay activities
13-Oct	River Early Learning Collab	not for profit	Kathryn Ivers	Hailey	Community Development	None	None	kickoff meeting with new BC early education coordinator to establish priorities and accountabilities
13-Oct	Visit Sun Valley	tourism	Scott Fortner	Ketchum	Partner Meeting	None	None	regular meeting to discuss priorities, financials, workplan progress
14-Oct	Sun Valley Co.	hospitality & tourism	Pete Sontag	Sun Valley	Partner Meeting	None	None	update on winter plans, new lift instalation, forest health project, new staff appointments
17-Oct	KURA	government	Sue Scoville	Ketchum	Partner Meeting	None	None	presentation on FY23 budget request and contract for services
18-Oct	Idaho Power	utilities	Amber Larna	Ketchum	Partner Meeting	None	None	review of IP plans for Blaine Co and sponsorship opportunities for Summit
24-Oct	SV Community School	education	Trent Smithers	Sun Valley	Partner Meeting	None	None	review of economic impact study and missing data points to enable study to be completed
27-Oct	BC Sustainability Committee	government	Lynn Barker	Hailey	Partner Meeting	None	None	sustainability charette with 100 community leaders to fine tune goals and objectives for Blaine Co
28-Oct	Maxwell Structural Engineerir	construction & trades	Craig Maxwell	Ketchum	Partner Meeting	None	None	disussion about level of business activity; stil jammed but new home starts and interest slowing
18-Oct	Sage School	education	Harry Weeks	Hailey	Partner Meeting	None	None	invitation to send students to summit; also review of school term to date
19-Oct	Whallen Dentistry	healthcare	Luke Whallen	Hailey	Partner Meeting	None	None	sold business to new resident from McCall; used broker to market and achieved goal to attract another professional
19-Oct	Bundy Architecture	construction & trades	Rebecca Bundy	Hailey	Partner Meeting	None	None	update on level of activity in professional services; stornq demand still
19-Oct	SV Institute	not for profit	Amy Mathias	Hailey	Partner Meeting	None	None	invitation to be panelinst at summit
20-Oct	Mountain Pride	food & beverage	Ben Roth	Ketchum	Partner Meeting	None	None	invitation to be panelinst at summit; staff of 4 with plans to grow slowly
1-Nov	BC Business Working Group (BWG)	not for profit	Harry Griffith	Blaine Co	Networking Event	None	None	Regular meeting to coordinate economic development activities across county; representatives of VSV, the Chamber, Air Service Board, Realtors and not-for-profit platform to review new business opportunities, and issues like housing and talent attraction
2-Nov	Wood River Tourism Coalitio	not for profit	Jessica Maynard	Blaine Co	Networking Event	None	None	review of upcoming bookings and pinch points in tourism; specific discussion on extending LOT for air
2-Nov	Sun Valley Co.	hospitality & tourism	Pete Sonntag	Sun Valley	Seminar	None	None	SVC update for community on upcoming winter pl;ans, new lift program, fire safety projects and key new staff hires
2-Nov	Sun Valley Culinary Institute	food & beverage	Karl Uri	Ketchum	Partner Meeting	None	None	Exco meeting to discuss new culinary director candidates and offer process
2-Nov	YMCA		Jason Scherer	Ketchum	Partner Meeting	None	None	Presentation to full board on local economis and discussion of implications for Y business model
3-Nov	St. Lukes Wood River		Joy Purdek	Ketchum	Seminar	None	None	State of St Lukes presentation on future health care issues and activities

8-Nov	Early Learning Advisory Committee		Kathryn Ivers	Ketchum	Partner Meeting	None	None	Meeting of ELAC on childcare need and delivery survey; review of branding, spanish translation, distribution plans
9-Nov	2022 SVED Summit		Harry Griffith	Sun Valley	Networking Event	None	None	Annual gathering to discuss Quality of Place; 1 keynote, 4 panels and 150 attendees collaborating for full day on strategic future for WRV
10-Nov	Sun Valley Culinary Institute		Karl Uri	Ketchum	Board Meeting	None	None	Regular board meeting to review strategic priorities and year end fundraising activities
14-Nov	CSI		Janet Pretti	Twin Falls	Partner Meeting	None	None	Meeting to discuss summer trade camps for WRV with CSI, I Have a Dream and TPM contractor
14-Nov	KURA		Susan Scoville	Ketchum	Partner Meeting	None	None	Review of final FY23 contract for services
16-Nov	BC Sustainability Committee		Lynn Barker	Hailey	Partner Meeting	None	None	Review of revised goals following charette
16-Nov	SVED	not for profit	Rick Lefaiivre	Ketchum	Board Meeting	None	None	Regular board meeting to discuss priorities, YTD financials and potential new board members; vote to change out chairman from Ric Lefaiivre to Guy Cherp based on tenure
16-Nov	Visit Sun Valley		Scott Fortner	Ketchum	Networking Event	None	None	Business after hours discussion
17-Nov	Sun Valley Co.	hospitality & tourism	Pete Sonntag	Sun Valley	Partner Meeting	None	None	Meeting on TPM project to identify key members of the SV Hosp team to engage
30-Nov	RIVDA	financial	Jeff McCurdy	Twin Falls	Partner Meeting	None	None	Regular board meeting
2-Nov	Benchmark Engineering	construction & trades		Ketchum	Partner Meeting	None	None	Membership renewal solicitation
4-Nov	Mascaroni Design	construction & trades	Tim Mascaroni	Ketchum	Partner Meeting	None	None	Membership renewal solicitation
17-Nov	St Thomas Pet Clinic	healthcare	Karsten Foestveed	Ketchum	Partner Meeting	None	None	Discussion of takeover of Sun Valley Animal Center and impact on small vet practices
3-Dec	City of SV	Government	Peter Hendricks	Sun Valley	Partner Meeting	None	None	Discussion of city administration staff changes
6-Dec	Business Working Group (B)	not for profit		Ketchum	Networking Event	None	None	Update on county economic issues
7-Dec	WR Tourism Partnership	tourism		Ketchum	Tourism	None	None	Update on level of tourism activities; Dec on par with Jan expected to be ahead
8-Dec	Cox Communications	communications	Guy Cherp	Ketchum	Partner Meeting	None	None	Discussion of interest in assuming SVED board chairman position
8-Dec	Business Plus	not for profit	Rebecca Wilder	Twin Falls	Partner Meeting	None	None	Discussion of air service and minimum revenue guarantee program
9-Dec	SV Culinary Institute	food & beverage	Karl Uri	Ketchum	Partner Meeting	None	None	Interviews for new chef instructor candidates
9-Dec	Zartico	tourism	Ray Gadd	Denver	Tourism Community	None	None	Webinar on new functionality for destination management software; sample data presented indicates visitor spend at \$500 per person per day over last 6 months
13-Dec	City of Ketchum	government	Neil Morrow	Ketchum	Development	None	None	Planning & Zoning meeting on Harriman Hotel development; SVED submitted letter of support
14-Dec	Department of Commerce	government	Karen Applegren	boise	Seminar	None	None	Review of Idaho Access Project; suggested linkage with TPM assessments underway
14-Dec	SVED Exco	not for profit	Rick Lefaiivre	Ketchum	Board Meeting	None	None	
14-Dec	Christensen Global Strategie	professional services	Aimee Christensen	Ketchum	Networking Event	None	None	Inaugural climate tech entrepreneurs meeting\
14-Dec	BC Sustainability Committee	government	Lynn Barker	hailey	Partner Meeting	None	None	Charette with 100 community members to fine tune goals and actions
14-Dec	CSI	education	Alex Wolford	Twin Falls	Partner Meeting	None	None	Planning meeting on construction and trades approach to Blaine Co
16-Dec	Webb Landscaping	construction & trades	Doug Webb	Bellevue	Partner Meeting	None	None	business levels still very high, staffing OK with longer term staff; no plans to develop housing inhouse on co-owned land
19-Dec	Early Learning Advisory Com	education		Hailey	Partner Meeting	None	None	Finalization of provider & user surveys and assignment of solicitation responsibilities
16-Dec	Steadfast Properties	development	Lance Emery	Bellevue	Partner Meeting	None	None	Discussion of plans for new multifamily development south of Bellevue; c 600 units planned in PUD with mix of affordable, market and commercial
2-Dec	Becker Chambers	financial	Linda Chambers	Hailey	Partner Meeting	None	None	Having to scale back on clients services due to lack of staff (just lost 2 one staff member)
5-Dec	Rixon Excavation	construction & trades	Carl Rixon	Hailey	Partner Meeting	None	None	Backlog from Fall still exists, but things slowing down now; lots of snow removal\ YTD Cutting back on all NFP clients to have more personal time; also focusing on a newer start up client; tr two with growth potential
8-Dec	McPhearson CPA	financial	Christie McPhearson	Hailey	Partner Meeting	None	None	Discussed upcoming advocacy issues for Ketchum; considering lobbying for increase in Idaho jumbo loan limitation with HUD like a decade ago
13-Dec	Sawtooth Board of realtors	real estate	Bob Crosby	Ketchum	Partner Meeting	None	None	discussed BSU hospitality program and renewal of SVED membership
15-Dec	BSU	education	Vanessa Fry	boise	Partner Meeting	None	None	Discussed potential new FBO company as allowed in Master Plan ; a number of companies have expressed interest; may use an RFP process to ferret out interest
15-Dec	Friedman Memorial Airport	transportation	Chris Pomeroy	Hailey	Partner Meeting	None	None	Big backlog of business exceeding 45 days for non essential services
20-Dec	Buffalo Electric	construction & trades		Hailey	Partner Meeting	None	None	Review of recent changes in Hailey development scene
22-Dec	City of Hailey	government	Lisa Horowitz	Hailey	Partner Meeting	None	None	Discussion of creating amended language for Mountain Overlay District to allow for Forest Health improvements; support potential from John Riling of Boise National Forest
1-Jan	Slette Robinson	legal	Gary Slette	Twin Falls	Partner Meeting	None	None	Discussion of LOT ballot proposal for air and housing
3-Jan	City of Ketchum	government	Jade Riley	Ketchum	Partner Meeting	None	None	Review of commercial real estate markets
4-Jan	Kenny Bogue	real estate	Matt Bogue	Ketchum	Partner Meeting	None	None	Review of community banking trends
4-Jan	US Bank	financial	Charlotte Westover	Ketchum	Partner Meeting	None	None	Review of proposed loan for purchase of assisted living facility
5-Jan	RIVDA	financial	McCready	Weiser	Partner Meeting	None	None	Staffing for qualified installers still a problem; service book full with new and old clients
9-Jan	Jons Heating	construction & trades	Clint	Carey	Partner Meeting	None	None	Annual update on community issues; staffing OK with long term employees and J1 access- butchers harvest positions to fill; no current plans to put in new housing; do not provide childcare support but interested in supporting community access expansion; last year highest revenue ever but significantly impacted by inflation as well as higher demand
9-Jan	Atkinsons Market	retail	Whit Atkinsons	Ketchum	Partner Meeting	None	None	Discussed potential new Ketchum roundabout and business; generally supportive provided they can get access; lots of new customers
10-Jan	Ketchum Auto	retail	Ryan	Ketchum	Partner Meeting	None	None	



11-Jan	SVED	not for profit	Guy Cherp	Ketchum	Board Meeting	None	None	Annual retreat with full board and 5 outside community members; reviewed performance , strategic plan and budgets for 2023
11-Jan	PEG Group	development	Kody Frank	Ketchum	Partner Meeting	None	None	Provided analytical support for visiting equity investor re: Marriott Signature hotel project
12-Jan	Sun Valley Outfitters	recreation	Eric Weiseth	Ketchum	Partner Meeting	None	None	Discussed SNRA Outfitters Guides Management Plan and concerns about license allocation methodology which does not take into account 2021 or 2022 data on hand
12-Jan	Revelry Group	food & beverage	Jim Crystal	Ketchum	Partner Meeting	None	None	Discussion on fundraising priorities for SVCI; agreed on funneling industry through Revelry
12-Jan	Visit Sun Valley	tourism	Scott Fortner	Ketchum	Board Meeting	None	None	Foundation and seeking expanded support associated with SV events
13-Jan	RIVDA	financial	Jeff McCready	Twin Falls	Board Meeting	None	None	regular board meeting to review programs and priorities; discussion on LOT ballot options and approach
13-Jan	CSI	education	Alex Wolford	Twin Falls	Community Development	None	None	Loan committee meeting followup on assisted living acquisition loan
16-Jan	City of Ketchum	government	Morgan Lander	Ketchum	Community Development	None	None	Discussion with BCSD, I Have a Dream on organization and funding for summer vocational trade camps; plans for week long camps end June for Construction/Trades, Culinary and Entrepreneurship
16-Jan	Jivaro	services	Adrian Proctor	Ketchum	Partner Meeting	None	None	Meeting to discuss strategic plan for Planning & Zoning department, formation of Technical Advisory Committee with SVED participation; also presented project development survey results and offered further background / presentations
17-Jan	SQN Sports	recreation	Megan Murphy Lengyel	Hailey	Partner Meeting	Other	None	Local headhunter specializing in tech sector; have grown local office to 6, with base in CA and remote offices around country; just hired Adrian
18-Jan	WR Tourism Partnership	tourism	Carol Waller	Ketchum	Tourism	None	None	retooling business to strat new growth; focused on direct to consumer; needs seed capital, and would be interested in RIVDA programs
19-Jan	SV Culinary Institute	education	Karl Uri	Ketchum	Partner Meeting	None	None	Meeting to review LOT ballot initiative and positioning for each local government
20-Jan	The History Project	tourism	Wendolyn Holland	Sun Valley	Partner Meeting	None	None	Regular board meeting to review priorities and FY23 budget
23-Jan	WRV Lodging Association	tourism	Jessica Maynard	Blaine Co	Partner Meeting	None	None	Review of Ketchum Historical Preservation Commission goals, ski history project, INL priorities; also discussed possible new liquor license for historical district buildings
24-Jan	Blaine Co Commissioners	government	Muffy Davis	Blaine Co	Partner Meeting	None	Tourism	Bimonthly meeting to review lodging trends; number forward up per Destimetrics; strong demand with record ARD rates
24-Jan	Ketchum P&Z	government	Neil MORrow	Ketchum	Community Development	None	None	Presentation by SNRA on Outfitter Guide Management Plan to commissioners; SVED comments on poor process and restraint of trade for local guiding entities; encouragement to file objection letters prior to deadline of Feb 14
25-Jan	Idaho Department of Commerce	government	Karen Applegren	Boise	Networking Event	None	None	Next hearing on Harriman Hotel project; reached consensus on design and was approved to move to next stage of development after 15 years of effort
26-Jan	McCall & Teton ED Pros	economic development	Sean McDermot/Lindsay Har	Idaho	Networking Event	None	None	Webinar on creative districts, grant opportunities and approaches
31-Jan	Early Learning Advisory Com	education	Kathryn Ivers	Blaine Co	Business Retention Business Expansion	None	None	Discussion of tourism based communities to share best practice; reviewed LOT taxes, winter traffic, grant opportunities etc
17-Jan	LightBio	agriculture	Keith Woods	Blaine Co	Expansion	IGEM	IGEM	Collaborative committee review of needs assessment and program to distribute findings; basically demonstrated that childcare is an issue for 82% of local businesses
19-Jan	WRV Forest Collaborative	environmental	Lance Davisson	Boise	Community Development	None	None	Discuss several funding options including RIVDA, angel investors, IGEM and STEP
20-Jan	Idaho House	government	Ned Burns					Reviewed and commented on draft report; suggested additional goals/actions including high value forestry list, firewise insurance zone consulting
21-Jan	Makey ED Pro	economic development	Martin Evans	Mackee		None	None	Reviewed potential high impact Idaho House and Senate legislation proposals, especially city lease limitations, city annexation procedures, and liquor license expansion for historic buildings
24-Jan	SV Guides	recreation	Zach Crist	Ketchum	Partner Meeting	None	None	Discussed Kinex Cu mine expansion in Mackee and possible support for their planning and company interface efforts
24-Jan	Hillside Gains	food & beverage	Brett Stevenson	Bellevue	Partner Meeting	None	None	Discussed problems with Outfitters Guides Management Plan draft submitted by SNRA; proposed advocacy letter on behalf of Blaine Co's 20 guiding orgs to allow for more license days
25-Jan	US Forest Service	government	Kurt Nelson	Sun Valley	Partner Meeting	None	None	Discussed new product line of baked breads, distribution and marketing opportunities
25-Jan	Engel Voekler	real estate	Reid Sanborn	Ketchum	Partner Meeting	None	None	Discussed problems with Outfitters Guides Management Plan and objection process conducted by regional office in SLC
25-Jan	Walnut Ave Mall	real estate	Chip Fisher	Ketchum	Partner Meeting	None	None	Discussed current status of commercial projects underway; new construction on SV Rd and 1st Ave is commercial only and pre-sold to 4 local businesses
								Discussed move of Topnotch into Le Saisons building and backfilling former space in Walnut Ave Mall; also possible approaches on Simplot parcel



## **Ketchum Urban Renewal Agency**

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**P.O. Box 2315 | 191 5<sup>th</sup> Street W. | Ketchum, ID 83340**

February 21, 2023

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO REVIEW AND TENTATIVELY APPROVE THE 2022 ANNUAL REPORT FOR THE KETCHUM URBAN RENEWAL AGENCY**

#### Introduction/History

Each year the KURA must adopt an annual report and then transmit the report to the City of Ketchum and State of Idaho.

Ketchum follows a two-step process. The first step is Board review and tentative approval of the Annual Report. The second step is to schedule a public meeting on March 27, 2023, publish public notice of the meeting and post the tentative Annual Report on the KURA website.

This is the first step, review and tentative approval of the 2022 Annual Report. After Board approval of the tentative Annual Report, the second step will occur at the March 27, 2023 meeting. Staff will publish notice in the Mountain Express and on the KURA website of the March 27, 2023 meeting and post the draft Annual Report on the KURA website.

#### Recommendation and Motion

Staff recommends the Board tentatively approve the 2022 Annual Report and adopt the following motion:

I move to tentatively approve the 2022 KURA Annual Report and direct staff to notice and schedule adoption at the March 27, 2023 meeting.

Attachment A:           2022 KURA Annual Report

2022

# Ketchum Urban Renewal Agency Annual Report





## 2022 ANNUAL REPORT

This 2022 Annual Report of activities of the Ketchum Urban Renewal Agency is filed pursuant to Idaho Code Section 50-2006(c.).

The Ketchum Urban Renewal Agency was established by Ketchum Ordinance Number 980 approved by the Ketchum City Council on April 3, 2006. The Agency is charged with implementing the projects identified by the City of Ketchum and adopted by the City Council in the Ketchum Urban Renewal Plan. This Plan is a legal document which gives the Agency the powers, duties, and obligations to implement a program of redevelopment and revitalization within the “Revenue Allocation Area.”

The 2022 Board of Commissioners: Chair Susan Scovell, Vice Chair Casey Dove, Commissioner Casey Burke, Commissioner Gary Lipton, appointed January 3, 2022, Amanda Breen, Commissioner Jim Slanetz and Commissioner Tyler Davis-Jeffers appointed August 15, 2022 to replace Ed Johnson. This 2022 Annual Report was prepared by the KURA Executive Director, Suzanne Frick.

The 2022 activities and accomplishments of the Ketchum Urban Renewal Agency are as follows:

### **BUDGET SUMMARY**

- a. Motion to adopt Resolution No. 21-URA03, The Annual Appropriation Resolution appropriating sums of money authorized by law and deemed necessary to defray all expenses and liabilities of the Urban Renewal Agency, for the Fiscal Year commencing October 1, 2021, and ending September 30, 2022, for all general, special, and corporate purposes; directing the Executive Director to submit said budget; and proving an effective date.
- b. A financial statement for the Ketchum Urban Renewal Agency setting forth its assets, liabilities, income, and operating expense as of the end of FY 22 (*October 2021 thru September 2022*), is attached as Exhibit A, the FY22 Budget is attached as Exhibit B, and a summary of FY22 budget and expenditures is attached as Exhibit C.

## **ACTIONS TAKEN BY THE BOARD**

In 2022 the primary focus of the Board consisted of actions related to the KURA owned property at 1<sup>st</sup> Street and Washington Avenue and public infrastructure projects.

1<sup>st</sup> Street and Washington Avenue. This property is a 22,000 square foot parcel currently used for surface public parking. The Board initiated public outreach to identify development opportunities and concluded the site should be developed with deed restricted workforce housing. After the public outreach, the Board reviewed and approved a request for proposal for development of the site. Three proposals were submitted and the Board selected Wood River Community Housing Trust/deChase Miksis as the preferred development team. The Board entered into an Agreement to Negotiate Exclusively and negotiations are underway on a Development and Disposition Agreement (DDA) and Ground Lease.

Public Infrastructure. The Board approved funding of sidewalk and street improvements on Sun Valley Road, demolition of the old city hall building located at 580 East Avenue to facilitate the development of the Bluebird Housing Project, an affordable housing project, design, and engineering of infill sidewalks in the downtown, and reimbursement of public infrastructure associated with the Bluebird Housing Project. All the projects are either completed or underway except for the infill sidewalks. No bids were submitted for the work and the project was put on hold.

The following reflects the actions taken by the Board in 2022.

### January 18, 2022 Meeting

- Motion to approve Resolution 22-URA02 contract to reimburse the City of Ketchum for demolition of the old City Hall.
- Motion to approve participation in a joint meeting of the Ketchum City Council, Planning and Zoning Commission and Ketchum Urban Renewal Agency.

### February 22, 2022 Meeting

- Motion to approve the scope of work for Agnew Beck to conduct public outreach and development options for a project located at the KURA owned property at First Street and Washington Avenue.
- Motion to approve Resolution 22-URA03 rescinding expired owner participation agreements.

### March 4, 2022 Meeting

- Motion to approve Resolution 22-URA04 approving Agreement 50077 between the KURA and the City of Ketchum for planning, design, engineering, and construction projects downtown.
- Motion to approve Resolution 22-URA05 adopting amended and restated KURA Bylaws.

### March 21, 2022 Meeting

- Motion to approve funding for improvements to Sun Valley Road.

### April 18, 2022 Meeting

- Motion to approve Resolution 22-URA06 approving the 2021 KURA Annual Report.

- Motion to authorize the Chair to sign the April 18, 2022 funding commitment letter for the Bluebird Housing Project.

#### May 16, 2022 Meeting

- Motion to approve the Request for Proposal for development of the KURA property at First Street and Washington Avenue with modifications identified by the Board.
- Motion to notify the Ketchum City Council in writing a request to participate in funding development at the KURA property located at First Street and Washington Avenue in the amount of \$1.5 million.
- Motion to accept forming a partnership with Blaine County Housing Authority for the development of the Lift Towner Lodge property.
- Motion to approve funding for the replacement of pavers on 4<sup>th</sup> Street.

#### June 27, 2022 Meeting

- Motion to approve the draft FY 22-23 budget with changes as requested by the Board and notice for a public hearing on July 18, 2022.
- Motion to approve Resolution 22-URA09 to amend the KURA reimbursement policy.
- Motion to approve amendment to Agreement 50074 with Agnew Beck to include financial evaluation of the RFP proposals for First Street and Washington Avenue.
- Motion to approve Resolution 22-URA08 and Agreement 50078 between the KURA and Bluebird Housing Partners LLC for infrastructure improvements.

#### July 18, 2022 Meeting

- Motion to approve Resolution 22-URA07 the Annual Appropriation Resolution for adoption of the FY22 KURA Budget.

#### August 15, 2022 Meeting

- Motion to approve Resolution 22-URA10 approving an amendment to Agreement 50076 between the KURA and the City of Ketchum to reimburse the cost of demolition of old City Hall.
- Motion to approve \$24,000 reimbursement to Andrew Castellano per Agreement 50026.

#### October 17, 2022 Meeting

- Motion to direct staff to prepare a contract for services with Sun Valley Economic Development in the amount of \$10,000 for FY23.
- Motion to approve engagement letter with Workman and Company to prepare FY22 Financial Statement.

#### November 14, 2022 Meeting

- Motion to approve Trent Donat as KURA Board Secretary.
- Motion to approve Resolution 22-URA12 approving Agreement 50080 with Sun Valley Economic Development in the amount of \$10,000.
- Motion to approve Resolution 22-URA11 approving the selection of WRCHT/deChase Miksis development proposal and directing staff to enter negotiations for an Agreement to Negotiate Exclusively.
- Motion to approve amendment to Agreement 50074 with Agnew Beck for additional services.

#### December 19, 2022 Meeting

- Motion to approve FY22 Financial Statement and Audit and direct the Executive Director to file the financial statement with the appropriate entities.
- Motion to approve Resolution 22-URA14 establishing the meeting dates for 2023.

ATTACHMENTS:

- A: FY22 Audited Financial Statement
- B: FY22 Adopted Budget
- C: Summary of unaudited FY22 budgeted revenues and expenditures to actuals

**KETCHUM URBAN RENEWAL AGENCY**

**KETCHUM, IDAHO**

**Financial Statements  
at September 30, 2022**



**KETCHUM URBAN RENEWAL AGENCY  
KETCHUM, IDAHO**

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## INDEPENDENT AUDITOR'S REPORT

November 4, 2022

To the Board of Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### ***Opinions***

We have audited the accompanying financial statements of the governmental activities of the Ketchum Urban Renewal Agency, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Ketchum Urban Renewal Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Ketchum Urban Renewal Agency, as of September 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Ketchum Urban Renewal Agency, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Ketchum Urban Renewal Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibility***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

Report Continued—

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Ketchum Urban Renewal Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Ketchum Urban Renewal Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planning scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on page 14 be presented to supplement the basic financial statements. Management has omitted a management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Ketchum Urban Renewal Agency's basic financial statements. The schedule of long-term debt payments on page 15 is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of long-term debt payments is the responsibility of management and is derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, schedule of long-term debt is fairly stated in all material respects in relation to the basic financial statements as a whole.

*Workman & Company*

Certified Public Accountants  
Twin Falls, Idaho

**KETCHUM URBAN RENEWAL AGENCY**  
**Statement of Net Position**  
**at September 30, 2022**

	<u>Total Primary Government</u>	<u>Total Reporting Entity</u>
<b><u>ASSETS</u></b>		
Cash and Deposits	\$ 3,773,652	\$ 3,773,652
Accounts and Property Tax Receivable	11,988	11,988
Total	<u>3,785,640</u>	<u>3,785,640</u>
Capital Assets:		
Land, Buildings and Improvements	4,165,882	4,165,882
Fourth Street Corridor Improvements	1,000,000	1,000,000
Total	<u>5,165,882</u>	<u>5,165,882</u>
Less Accumulated Depreciation	(59,366)	(59,366)
Total Capital Assets	<u>5,106,516</u>	<u>5,106,516</u>
<b>Total Assets</b>	<u>8,892,156</u>	<u>8,892,156</u>
<b><u>LIABILITIES</u></b>		
Accrued Interest Payable	2,890	2,890
Long-term Liabilities:		
Portion due or payable within one year:		
Bonds Payable	472,588	472,588
Portion due or payable after one year:		
Bonds Payable	3,537,138	3,537,138
Unamortized Pre-Issuance Bond Costs	(34,969)	(34,969)
<b>Total Liabilities</b>	<u>3,977,647</u>	<u>3,977,647</u>
<b><u>NET POSITION</u></b>		
Invested in Capital Assets - net of related debt	0	0
Restricted For:		
Capital Projects	0	0
Debt Service	0	0
Affordable Housing	195,514	195,514
Unrestricted	<u>4,718,995</u>	<u>4,718,995</u>
<b>Total Net Position</b>	<u>\$ 4,914,509</u>	<u>\$ 4,914,509</u>

The accompanying notes are a part of these financial statements.

**KETCHUM URBAN RENEWAL AGENCY**  
**Statement of Activities**  
**For the Year Ended September 30, 2022**

<u>Activities:</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenues and</u>	
		<u>Fees, Fines, and Charges for Services</u>	<u>Capital Grants and Contributions</u>	<u>Changes in Net Position</u>	
				<u>Governmental</u>	<u>Total</u>
				<u>Activities</u>	
<b>Governmental:</b>					
General Government	\$ 566,766	\$ 36,000	\$ 0	(530,766)	\$ (530,766)
Contributions to City of Ketchum	<u>0</u>			<u>0</u>	<u>0</u>
Total Governmental Activities	<u>566,766</u>	<u>36,000</u>	<u>0</u>	<u>(530,766)</u>	<u>(530,766)</u>
General Revenues:					
Property Taxes				2,108,546	2,108,546
Penalty and Interest on Taxes				7,642	7,642
Refunds and Reimbursements				1,920	1,920
Interest				<u>18,534</u>	<u>18,534</u>
Total general revenues and transfers				<u>2,136,642</u>	<u>2,136,642</u>
Changes in net position				1,605,876	1,605,876
Net Position - Beginning				<u>3,308,633</u>	<u>3,308,633</u>
Net Position - Ending				<u>\$ 4,914,509</u>	<u>\$ 4,914,509</u>

The accompanying notes are a part of these financial statements.

**KETCHUM URBAN RENEWAL AGENCY**  
**Balance Sheet**  
**Governmental Funds**  
**at September 30, 2022**

	<u>Total Governmental Funds</u>
<b>ASSETS:</b>	
Cash and Cash Equivalents	\$ 3,773,652
Taxes Receivable	10,938
Due From Other Sources	<u>1,050</u>
Total Assets	<u>\$ 3,785,640</u>
<b>LIABILITIES:</b>	
Accounts and Accrued Payables	\$ <u>0</u>
Total Liabilities	<u>0</u>
<b>FUND BALANCE:</b>	
Non-spendable	0
Restricted	0
Committed	0
Assigned	3,785,640
Unassigned	<u>0</u>
Total Fund Balance	<u>3,785,640</u>
Total Liabilities and Fund Balance	3,785,640

Amounts reported for governmental activities in the Statement of Net Position (page 3) are different because:

Government fund capital assets are not financial resources and therefore are not reported in the funds. The costs of assets is \$ 5,165,882 and the accumulated depreciation is \$ 59,366	5,106,516
Bond discounts and pre-issuance costs are not financial resources and therefore are not reported in the funds.	34,969
Long-term liabilities, including bonds, compensated absences and loans are not payable in the current period and therefore are not reported in the governmental funds	<u>(4,012,616)</u>
Net Position of Governmental Funds	<u>\$ 4,914,509</u>

The accompanying notes are a part of these financial statements.

**KETCHUM URBAN RENEWAL AGENCY**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**for the year ended September 30, 2022**

	<u>Total Governmental Funds</u>
<b>REVENUE:</b>	
Tax Levy Revenue	\$ 2,116,188
Rent Revenue	36,000
Refunds and Reimbursements	1,920
Interest Income	<u>18,534</u>
Total Revenue	<u>2,172,642</u>
<b>EXPENDITURES:</b>	
Office Expense	17
Professional Fees	91,356
Advertising and Publications	55
Insurance	
Administration	27,453
Repairs	0
Reimburse Ketchum City - General	0
Reimburse Ketchum City - In Lieu Housing	0
Capital Projects	351,438
Debt service	<u>519,436</u>
Total Expenditures	<u>989,755</u>
<b>EXCESS REVENUE (EXPENDITURES)</b>	1,182,887
<b>FUND BALANCE - BEGINNING</b>	<u>2,602,753</u>
<b>FUND BALANCE - ENDING</b>	<u>\$ 3,785,640</u>

The accompanying notes are a part of these financial statements.

**KETCHUM URBAN RENEWAL AGENCY**  
**Reconciliation of the Statement of Revenues,**  
**Expenditures, and Changes in Fund Balances of Governmental Funds**  
**To the Statement of Activities**  
**for the year ended September 30, 2022**

Net Change in Fund Balance - Total Governmental Funds (Page 6)	\$ 1,182,887
<p>Governmental funds report capital outlays as current year expenditures. In the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount of current capital outlay for new fixed assets.</p>	
This is the amount of current year depreciaton.	(15,886)
This is the amount of current year amortization.	(3,858)
This is the amount of new Governmental Fund assets.	0
<p>Long term liabilities are not recorded in the Governmental funds.</p>	
This is the change in accrued interest on the outstanding debt.	319
This is the amount of current year payments of long term debt	<u>442,414</u>
Change in Net Position of Governmental Activities (Page 4)	<u>\$ 1,605,876</u>

The accompanying notes are a part of these financial statements.



**KETCHUM URBAN RENEWAL AGENCY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Reporting Entity

The Ketchum Urban Renewal Agency (the Agency) was created for the purpose of redeveloping and rehabilitating certain deteriorating areas in the City of Ketchum, Idaho, and was established by a resolution from the Ketchum City Council dated April 3, 2006. The Agency is authorized under provisions of the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code).

The Agency is a component unit, as defined by generally accepted accounting principles, of the City of Ketchum, Idaho, because of its operational and financial responsibility with the City. The City of Ketchum appoints the governing body of the Agency.

The financial statements of the Ketchum Urban Renewal Agency have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to local government units. The Governmental Accounting Standards Boards (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net position) report information on all of the non-fiduciary activities of the Agency.

The statement of activities demonstrates the degree to which the direct expense of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include: 1) charges to patrons who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as general revenues.

The Agency's activities and general administrative services are classified as governmental activities. The Agency has no business-type activities.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as is the fiduciary fund financial statement. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when the Agency receives cash.

The Agency reports the following major governmental funds:

- The *General Fund* is the Agency's primary operating fund. It accounts for all financial resources of the Agency.

**KETCHUM URBAN RENEWAL AGENCY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

Continued—

Budgetary Policy

The Agency prepares a budget for its general fund operations. The statement of revenues and expenditures and changes in fund balances and actual-general fund presents comparison of the legally adopted budget with the actual data on a budgetary basis.

Under Idaho Code, the Agency's budget establishes maximum legal authorization for expenditures during the fiscal year. Expenditures are not to exceed the budgeted amounts, except as allowed by the Code for certain events.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of monies are recorded in order to reserve that portion of the applicable appropriation, is not employed by the Agency because it is not considered necessary to assure effective budgetary control or to facilitate effective cash planning and control.

Capital Assets

Capital Assets, which include land, building and improvements, and furniture and equipment, are reported in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extended assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during construction is not capitalized.

The Agency's capital assets are being depreciated using the straight-line method over their useful lives.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Entity Classifications

- A. City-Wide Financial Statements – The Agency reports net assets in three categories – invested in capital assets, restricted and unrestricted.
- B. Fund Financial Statements – The Agency has adopted GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" (GASB 54) which defines how fund balances of the governmental funds are presented in the financial statements. There are five classifications of fund balances as presented below:

**KETCHUM URBAN RENEWAL AGENCY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

Continued—

Non-spendable – These funds are not available for expenditures based on legal or contractual requirements. In this category, one would see inventory, long-term receivables, unless proceeds are restricted, committed, or assigned and legally or contractually required to be maintained intact (corpus or a permanent fund).

Restricted – These funds are governed by externally enforceable restrictions. In this category, one would see restricted purpose grant funds, debt service or capital projects.

Committed – Fund balances in this category are limited by the governments' highest level of decision making. Any changes of designation must be done in the same manner that it was implemented and should occur prior to end of the fiscal year, though the exact amount may be determined subsequently.

Assigned – These funds are intended to be used for specific purposes, intent is expressed by; governing body or an official delegated by the governing body.

Unassigned – This classification is the default for all funds that do not fit into the other categories. This, however, should not be a negative number for the general fund. If it is, the assigned fund balance must be adjusted.

Order of Use of Fund Balance – The Agency's policy is to apply expenditures against non-spendable fund balance, restricted fund balance, committed fund balance, assigned fund balance and unassigned fund balance at the end of the fiscal year. For all funds, non-spendable fund balances are determined first and then restricted fund balances for specific purposes are determined.

## 2. PROPERTY TAXES

Property taxes are billed and collected within the same period in which the taxes are levied. The Agency does not levy property taxes; however, it is entitled to the taxes levied on the increase in assessed valuation of real and personal property within its jurisdiction that occur after January 1, 2006.

In accordance with Idaho law, property taxes are levied in September for each calendar year. All personal taxes and one-half of real property taxes are due by December 20. The second half of the real property taxes is due by June 20. Tax levies on such assessed values are certified to the County prior to the commencement of the fiscal year.

Taxes are collected by Blaine County and remitted to the Agency primarily in January and July of the fiscal year. The Agency defers recognition of property taxes assessed but not collected within 60 days of the fiscal year-end. Such amounts have been recognized as revenues as they are deemed immaterial to the financial statements taken as a whole.

## 3. CASH AND DEPOSITS

*Deposits:* Custodial credit risk, in the case of deposits, is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Agency has no deposit policy for custodial credit risk. At year end, \$ 250,000 of the Agency's bank balance was not exposed to custodial credit risk because it was insured by the FDIC and \$ 0 of deposits were exposed to custodial credit risk.

**KETCHUM URBAN RENEWAL AGENCY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

Continued—

*Investments:* Custodial credit risk, in the case of investments, is the risk that in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At year end, the Agency held the following investments:

Investment Type

Idaho State Local Government Investment Pool     \$ 3,728,005.

These investments are unrated external investment pools sponsored by the Idaho State Treasurer's Office. They are classified as "Investments in an External Investment Pool" and are exempt from custodial credit risk and concentration of credit risk reporting. Interest rate risk is summarized as follows: Asset-backed securities are reported using weighted average life to more accurately reflect the projected term of the security, considering interest rates and repayment factors.

The elected Idaho State Treasurer, following Idaho Code, Section 67-2328, is authorized to sponsor an investment pool in which the Agency voluntarily participates. The Pool is not registered with the Securities and Exchange Commission or any other regulatory body - oversight is with the State Treasurer, and Idaho Code defines allowable investments. All investments are entirely insured or collateralized with securities held by the Pool or by its agent in the Pool's name. And the fair value of the Agency's position in the external investment pool is the same as the value of the pool shares.

*Credit Risk:* The Agency's policy is to comply with Idaho State statutes which authorize the Agency to invest in obligations of the United States, obligations of the State or any taxing district in the State, obligations issued by the Farm Credit System, obligations of public corporations of the State of Idaho, repurchase agreements, tax anticipation notes of the State or taxing district in the State, time deposits, savings deposits, revenue bonds of institutions of higher education, and the State Treasurer's Pool.

*Interest rate risk and concentration of credit risk:* The Agency has no policy regarding these two investment risk categories.

The Agency maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is presented on the combined balance sheet as "Cash and Deposits."

Cash and Deposits are comprised of the following at the financial statement date:

Cash on Hand	\$	0
Deposits with financial institutions:		
Demand deposits		45,647
State of Idaho Investment Pool		<u>3,372,005</u>
Total		<u>\$3,773,652</u>

**4. RESTRICTED ASSETS**

In fiscal year ended September 30, 2007, the URA purchased real property formerly known as the Dollhouse located at 1<sup>st</sup> & Washington in Ketchum for the sum of \$2.25 million. The down payment for the purchase of this property of \$707,914 was obtained by the URA as a transfer from the City of Ketchum's restricted In Lieu Affordable Housing Fund. Since that time, the City of Ketchum's restricted In Lieu Affordable Housing Fund has transferred to the URA an additional \$147,916 to pay interest on the debt associated with this property as well as to make necessary property repairs.

**KETCHUM URBAN RENEWAL AGENCY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

Continued -

In fiscal year ended September 30, 2008, the URA purchased real property formerly known as the Mountain West Bank building located at Sun Valley Rd. and East Ave. in Ketchum for the sum of \$3.2 million. The down payment for the purchase of the Mountain West Bank building property of \$640,000 was obtained by the URA as a transfer from the City of Ketchum's restricted In Lieu Affordable Housing Fund.

On April 12, 2011, \$640,000 of restricted fund value was transferred to the 1<sup>st</sup> & Washington property from the Mountain West Bank Building, leaving no further restriction on the value of the Mountain West Bank Building. In 2018 the Agency donated the Mountain West property to the City of Ketchum.

Accordingly, \$1,261,687 of the value of the 1<sup>st</sup> & Washington property continues to be restricted to future affordable housing purposes. In 2016 the Agency has determined to pay this amount back to the City of Ketchum over the next several years as funds are available. This amount is not accrued in the Agency's records but will be expensed when paid. Prior to this year the Agency has paid the City of Ketchum \$234,143 in cash and offset by investments in affordable housing projects an additional \$1,068,972. This leaves the restricted amount at \$ 195,514.

**5. GENERAL FIXED ASSETS**

Capital asset activity for the year ended September 30, 2022, is as follows:

	<u>Beginning Balances</u>		<u>Increases</u>		<u>Decreases</u>		<u>Ending Balances</u>
<b>Governmental Activities:</b>							
<i>Capital Assets not being depreciated:</i>							
Land - First & Washington	\$ 2,294,746	\$		\$		\$	2,294,746
1st & Washington	1,474,000						1,474,000
Fourth Street Corridor Improvements	1,000,000						1,000,000
Total	<u>4,768,746</u>		<u>0</u>		<u>0</u>		<u>4,768,746</u>
<i>Capital Assets being depreciated:</i>							
Infrastructure	397,136						397,136
Total	<u>397,136</u>		<u>0</u>		<u>0</u>		<u>397,136</u>
Less: Accumulated Depreciation:	43,480		15,886				59,366
Total Net Depreciated Assets	<u>353,656</u>		<u>(15,886)</u>		<u>0</u>		<u>337,770</u>
Governmental capital assets, net	<u>\$ 5,122,402</u>	\$	<u>(15,886)</u>	\$	<u>0</u>	\$	<u>5,106,516</u>

**KETCHUM URBAN RENEWAL AGENCY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2022**

Continued—

**6. LONG-TERM DEBT**

On August 19, 2010, the Agency sold \$ 6,440,000 of Revenue Allocation (Tax Increment) Refinancing Bonds, Series 2010. The proceeds from this bond issuance paid three notes held previously in the Agency. The bond servicing agent is U.S. Bank N.A. A summary of future payments of principal and interest follows the notes to these financial statements. The bond ordinance created restricted cash for a reserve in the amount of \$ 549,717 for payments of principal and interest in the event of default by the agency. During the year ended September 30, 2021, the Agency refunded these bonds with new Tax Increment Refunding Bonds, Series 2021. The restricted cash was used to pay down the original bond series 2010.

Long-term debt on September 30, 2022, is as follows:

	<u>Interest Rate</u>	<u>Fiscal Year</u>	<u>Balance</u>
Tax Increment Refunding Bonds, Series 2021:	1.73%	2023-2030	\$ 4,009,726

The following is a summary of the principal due over the next five and subsequent five-year increments:

2023	\$	472,588
2024		481,014
2025		488,835
2026		495,067
2027		505,612
2028-2030		<u>1,566,610</u>
	\$	<u>4,009,726</u>

**7. LABOR AND ASSOCIATED COSTS**

The Agency does not currently employ any staff and contracts with the City of Ketchum for administrative duties. Labor and associated costs are allocated to the Agency for reimbursement purposes. Because of the nature of the reimbursement, the Agency does not report any payroll or retirement liabilities.

**8. LITIGATION**

The Agency, at the financial statement date, is not involved in any material disputes as either plaintiff or defendant.

**9. RISK MANAGEMENT**

The Agency is exposed to various risks of losses related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; injuries to the general public; and natural disasters. The Agency carries commercial insurance coverage for these risks to the extent deemed prudent by the board of commissioners.

**10. SUBSEQUENT EVENTS**

Subsequent events were evaluated through the date of the auditor's report, which is the date the Financial statements were available to be issued.

**REQUIRED  
SUPPLEMENTARY INFORMATION**

**KETCHUM URBAN RENEWAL AGENCY**  
**Budgetary Comparison Schedule**  
**General Fund**  
**for the year ended September 30, 2022**

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance with Budget Positive (Negative)</u>
<b>REVENUES:</b>			
Property taxes - Tax Increment Revenues	\$ 1,752,500	\$ 2,116,188	\$ 363,688
Rent Revenue	36,000	36,000	0
Refunds and Reimbursements	0	1,920	1,920
Earnings on investments	0	18,534	18,534
	<u>1,788,500</u>	<u>2,172,642</u>	<u>384,142</u>
<b>EXPENDITURES:</b>			
Office Expense	500	17	483
Professional Fees	66,000	91,356	(25,356)
Advertising/Publications	1,000	55	945
Insurance	3,074	0	3,074
Administrative Expenses	39,647	27,453	12,194
Debt Service	378,978	519,436	(140,458)
Reimburse Ketchum City - General Expense	90,184	0	90,184
Reimburse Ketchum City - In Lieu Housing	0	0	0
Capital Outlay	2,288,000	351,438	1,936,562
	<u>2,867,383</u>	<u>989,755</u>	<u>1,877,628</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<u>(1,078,883)</u>	<u>1,182,887</u>	<u>2,261,770</u>
<b>NET CHANGE IN FUND BALANCE</b>	(1,078,883)	1,182,887	\$ <u><u>2,261,770</u></u>
<b>FUND BALANCE - BEGINNING</b>	<u>2,602,753</u>	<u>2,602,753</u>	
<b>FUND BALANCE - ENDING</b>	<u>\$ 1,523,870</u>	<u>\$ 3,785,640</u>	

The accompanying notes are a part of these financial statements.



**OTHER  
SUPPLEMENTARY INFORMATION**

**KETCHUM URBAN RENEWAL AGENCY**  
**Bond-Future Principal and Interest Requirements**  
**at September 30, 2022**

	Annual Payment			
	Interest Rate	Fiscal Year	Principal Payment	Interest Payment
\$4,815,959 Tax Increment Refunding Bonds, Series 2021 1.73%				
	1.73%	2023	\$ 472,588	\$ 69,368
	1.73%	2024	481,014	61,192
	1.73%	2025	488,835	52,871
	1.73%	2026	495,067	44,414
	1.73%	2027	505,612	35,849
	1.73%	2028	510,279	27,102
	1.73%	2029	524,231	18,275
	1.73%	2030	532,100	9,205
			\$ 4,009,726	\$ 318,276

The accompanying notes are a part of these financial statements.

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

November 4, 2022

To the Board of Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities of the Ketchum Urban Renewal Agency, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Ketchum Urban Renewal Agency's basic financial statements, and have issued our report thereon dated November 4, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Ketchum Urban Renewal Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Ketchum Urban Renewal Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Ketchum Urban Renewal Agency's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Ketchum Urban Renewal Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report Continued—

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Workman & Company*

WORKMAND AND COMPANY  
Certified Public Accountants  
Twin Falls, Idaho



**Fiscal Year 2021-22 Adopted Budget**

**Chairman:** *Ed Johnson*

**Vice-Chair:** Casey Dove

**Commissioners:** *Amanda Breen, Casey Burke,  
Jim Slanetz, Carson Palmer, Susan Scovell*

**Executive Director:** *Suzanne Frick*

**Treasurer:** *Shellie Rubel*

**Secretary:** *Tara Fenwick*



## Ketchum Urban Renewal Agency Fund

The purpose of the Ketchum Urban Renewal Agency Fund is to provide the financial authority to facilitate urban renewal activities within the boundaries of the Ketchum Urban Renewal District. Resolution 06-33, establishing the Ketchum Urban Renewal Agency, was adopted by the City Council on April 3, 2006. Resolution 06-34, establishing the revenue allocation area wherein urban renewal activities may occur, was subsequently adopted by the City Council on April 3, 2006. Finally, the Ketchum Urban Renewal Plan was adopted by the City Council with passage of Ordinance 992 on November 15, 2006. The Urban Renewal Plan was amended in 2010 with passage of Ordinance 1077.

### FY 2021-22 Highlights

**Summary:** The objective of the Ketchum Urban Renewal Agency Fund is to support the projects to be undertaken during the fiscal year and to provide budget authority to make required principal and interest payments on the 2010 Urban Renewal Bonds.

For Fiscal Year 2021-22, the KURA will increase its focus on infrastructure while maintaining a commitment to economic development, its enacted owner participation agreements, and reimbursement of In-Lieu Housing funds.



## Ketchum Urban Renewal Agency Fund

### FY 2021-22 Highlights

Capital:	\$ 2,000,000
Owner Participation Agreements	\$ 236,000
Economic Development	\$ 25,000



## FY 21/22 Proposed Revenue and Expenditures

		2019	9/30/2019	2020	9/30/2020	2021	2022
		Budget	Actuals	Budget	Actuals	Budget	Budget Proposed
<b>Revenue</b>							
98-3100-1000	TAX INCREMENT REVENUE	\$ 1,437,890	\$ 1,639,850	\$ 1,481,027	\$ 1,746,178	\$ 1,650,000	\$ 1,750,000
98-3100-1050	PROPERTY TAX REPLACEMENT	\$ -	\$ 13,627	\$ -	\$ 13,627	\$ -	\$ -
98-3100-9000	PENALTY & INTEREST ON TAXES	\$ 1,000	\$ 2,899	\$ 2,500	\$ 2,693	\$ 2,500	\$ 2,500
98-3700-____	OTHER REVENUE	\$ 50,000	\$ 59,864	\$ 38,500	\$ 54,022	\$ 38,500	\$ 36,000
98-3800-9__	FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 520,000	\$ 1,078,883
	<b>Total</b>	<b>\$ 1,488,890</b>	<b>\$ 1,716,239</b>	<b>\$ 1,522,027</b>	<b>\$ 1,816,520</b>	<b>\$ 2,211,000</b>	<b>\$ 2,867,383</b>
<b>Expenditure</b>							
98-4410-3100	OFFICE SUPPLIES & POSTAGE	\$ 500	\$ 128	\$ 500	\$ 53	\$ 500	\$ 500
98-4410-4200	PROFESSIONAL SERVICES	\$ 56,000	\$ 62,804	\$ 56,000	\$ 58,241	\$ 56,000	\$ 66,000
98-4410-4400	ADVERTISING & LEGAL PUBLICATIO	\$ 1,000	\$ 398	\$ 1,000	\$ 456	\$ 1,000	\$ 1,000
98-4410-4600	LIABILITY INSURANCE	\$ 2,740	\$ 2,734	\$ 2,740	\$ 2,789	\$ 2,928	\$ 3,074
98-4410-4800	DUES, SUBSCRIPTIONS, & MEMBERS	\$ -	\$ 1,402	\$ -	\$ 1,550	\$ 1,500	\$ 2,600
98-4410-4900	PERSONNEL TRAINING/TRAVEL/MTG	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ 2,000
98-4410-5000	ADMINISTRATIVE EXPNS-CITY GEN	\$ 31,911	\$ 31,911	\$ 32,868	\$ 32,868	\$ 32,869	\$ 34,547
98-4410-6100	REPAIR & MAINT--MACHINERY & EQ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
98-4410-8801	REIMBURSE CITY GENERAL FUND	\$ 105,394	\$ 105,394	\$ 108,556	\$ 87,048	\$ 84,001	\$ 75,184
98-4410-8852	REIMBURSE IN-LIEU HOUSING FUND	\$ 90,000	\$ -	\$ 100,000	\$ -	\$ 90,000	\$ -
98-4410-9930	URA FUND OP. CONTINGENCY	\$ 124,290	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 15,000
	<b>Sub Total</b>	<b>\$ 413,835</b>	<b>\$ 204,771</b>	<b>\$ 328,664</b>	<b>\$ 183,005</b>	<b>\$ 295,798</b>	<b>\$ 200,405</b>
<b>Capital Improvements</b>							
98-4410-7100	INFRASTRUCTURE PROJECTS	\$ 400,000	\$ 296,773	\$ 485,758	\$ 13,545	\$ 1,196,147	\$ 2,000,000
98-4410-7101	LIMELIGHT OPA	\$ 150,000	\$ 134,924	\$ 150,000	\$ 140,670	\$ 150,000	\$ 150,000
98-4410-7102	AUBERGE OPA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98-4410-7103	MISCELLANEOUS OPA	\$ 40,000	\$ -	\$ 10,000	\$ 14,052	\$ 10,000	\$ 14,000
98-4410-7104	COMMUNITY LIBRARY OPA	\$ -	\$ 263,180	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
98-4410-7110	ECONOMIC DEVELOPMENT PROJECTS	\$ 25,000	\$ 7,500	\$ 25,000	\$ 32,500	\$ 25,000	\$ 35,000
98-4410-7112	311 FIRST (WILSON)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000
98-4410-7900	DEPRECIATION EXPENSE	\$ -	\$ 5,855	\$ -	\$ 15,885	\$ -	\$ 16,000
98-4410-7950	AMORTIZATION COSTS	\$ -	\$ 10,188	\$ -	\$ 10,188	\$ -	\$ 11,000
	<b>Sub Total</b>	<b>\$ 615,000</b>	<b>\$ 718,420</b>	<b>\$ 720,758</b>	<b>\$ 276,840</b>	<b>\$ 1,431,147</b>	<b>\$ 2,288,000</b>
<b>Debt Service</b>							
98-4800-4200	PROF. SERVICES-PAYING AGENT	\$ 1,600	\$ 1,750	\$ 1,600	\$ 1,750	\$ 1,600	\$ -
98-4800-8100	DEBT SERVICE ACCT PRIN-2010	\$ 160,000	\$ 160,000	\$ 180,000	\$ 180,000	\$ 200,000	\$ -
98-4800-8200	BOND DEBT SRVCE RESRV-INT EXP	\$ -	\$ (3,117)	\$ -	\$ (3,712)	\$ -	\$ -
98-4800-8300	DEBT SRVC ACCT INTRST-2010	\$ 298,455	\$ 297,739	\$ 291,005	\$ 281,081	\$ 282,455	\$ -
98-4800-8400	DEBT SERVICE ACCT PRIN-2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000
98-4800-8500	DEBT SRVC ACCT INTRST-2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,978
	<b>Sub Total</b>	<b>\$ 460,055</b>	<b>\$ 456,372</b>	<b>\$ 472,605</b>	<b>\$ 459,120</b>	<b>\$ 484,055</b>	<b>\$ 378,978</b>
<b>Total Expenditures</b>		<b>\$ 1,488,890</b>	<b>\$ 1,379,563</b>	<b>\$ 1,522,027</b>	<b>\$ 918,964</b>	<b>\$ 2,211,000</b>	<b>\$ 2,867,383</b>



# Materials and Services Detail FY 21/22



Description	FY 19/20 Budget	FY 20/21 Budget	FY 21/22 Budget
Professional Services	\$ 56,000	\$ 56,000	\$ 66,000
Attorney	\$ 40,000		
Auditor	\$ 2,000		
SVED	\$ 15,000		
Misc. Services	\$ 9,000		
Dues, Subscriptions, Memberships	\$ 1,500	\$ 1,500	\$ 2,600
Redevelopment Association of Idaho	\$ 2,600		
Personnel Training / Travel / Meetings	\$ 2,000	\$ 2,000	\$ 2,000
Meetings	\$ 2,000		

## Capital Outlay FY 21/22



Description	FY 19/20 Budget	FY 20/21 Budget	FY 21/22 Budget
<b>Infrastructure Projects:</b>	\$ 485,758	\$ 1,196,147	\$ 2,000,000
<b>Economic Development Projects:</b>	\$25,000	\$ 25,000	\$ 25,000

# Staffing Analysis FY 21/22



Position	FY 19/20 Budget	FY 20/21 Budget	FY 21/22 Budget
Chairman	1	1	1
Vice-Chair	1	1	1
Commissioners	5	5	5
Executive Director	0.10	0.10	0.25
Planning & Building Director	0.25	0.25	0
Treasurer	0.10	0.10	0.10
Secretary	0.10	0.10	0.10
AP & Payroll	0.05	0.05	0.05
Janitors(2)	0.00	0.00	0
Building Maintenance	0.00	0.00	0
<b>TOTAL</b>	<b>7.6</b>	<b>7.6</b>	<b>7.5</b>

CITY OF KETCHUM  
BALANCE SHEET  
SEPTEMBER 30, 2022

URBAN RENEWAL AGENCY

ASSETS

98-1000-0000	CASH - COMBINED	11,316.06	
98-1010-0000	URBAN RENEWAL FUND CASH	34,330.46	
98-1050-0000	TAXES RECEIVABLE-CURRENT	10,938.29	
98-1150-0000	ACCTS RECVBL	1,050.00	
98-1510-0000	INVESTMENTS-URA GF #2987	3,371,255.14	
98-1510-1000	INVESTMENTS-URA DEBT #3243	356,750.02	
98-1514-0000	UNAMORTZED PRE-ISSUANCE BND CT	34,968.84	
98-1610-1000	FIXED ASSETS-211 FIRST ST. E.	2,294,745.56	
98-1610-2000	FIXED ASST-4TH ST.CORRIDOR IMP	1,000,000.00	
98-1610-3000	FIXED ASST-1ST & WASH PARKING	1,474,000.00	
98-1610-4000	INFASTRUCTURE IMPROVEMENTS	397,135.87	
98-1630-0000	ACCUM DEPRN-BUILDINGS	( 59,365.81)	
	TOTAL ASSETS		<u><u>8,927,124.43</u></u>

LIABILITIES AND EQUITY

LIABILITIES

98-2300-0000	ACCRUED INTEREST PAYABLE	2,890.34	
98-2340-0000	REFUNDING BONDS PAYABLE 2021	4,009,726.11	
	TOTAL LIABILITIES		4,012,616.45

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
98-2710-0000	FUND BALANCE	3,308,631.86	
	REVENUE OVER EXPENDITURES - YTD	1,605,876.12	
	BALANCE - CURRENT DATE	4,914,507.98	
	TOTAL FUND EQUITY		<u><u>4,914,507.98</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>8,927,124.43</u></u>

CITY OF KETCHUM  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2022

URBAN RENEWAL AGENCY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PROPERTY TAX</u>					
98-3100-1000 TAX INCREMENT REVENUE	( 4,026.94)	2,094,919.12	1,750,000.00	( 344,919.12)	119.7
98-3100-1050 PROPERTY TAX REPLACEMENT	.00	13,626.56	.00	( 13,626.56)	.0
98-3100-9000 PENALTY & INTEREST ON TAXES	.00	7,641.80	2,500.00	( 5,141.80)	305.7
<b>TOTAL PROPERTY TAX</b>	<b>( 4,026.94)</b>	<b>2,116,187.48</b>	<b>1,752,500.00</b>	<b>( 363,687.48)</b>	<b>120.8</b>
<u>MISCELLANEOUS REVENUE</u>					
98-3700-1000 INTEREST EARNINGS	.00	16,696.69	.00	( 16,696.69)	.0
98-3700-1010 INTEREST EARNINGS-URA DEBT	.00	1,837.46	.00	( 1,837.46)	.0
98-3700-2000 RENT	.00	36,000.00	36,000.00	.00	100.0
98-3700-3600 REFUNDS & REIMBURSEMENTS	.00	1,920.00	.00	( 1,920.00)	.0
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>.00</b>	<b>56,454.15</b>	<b>36,000.00</b>	<b>( 20,454.15)</b>	<b>156.8</b>
<u>FUND BALANCE</u>					
98-3800-9000 FUND BALANCE	.00	.00	1,078,883.00	1,078,883.00	.0
<b>TOTAL FUND BALANCE</b>	<b>.00</b>	<b>.00</b>	<b>1,078,883.00</b>	<b>1,078,883.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>( 4,026.94)</b>	<b>2,172,641.63</b>	<b>2,867,383.00</b>	<b>694,741.37</b>	<b>75.8</b>

CITY OF KETCHUM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2022

URBAN RENEWAL AGENCY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>URBAN RENEWAL EXPENDITURES</u>					
MATERIALS AND SERVICES:					
98-4410-3100	.00	17.25	500.00	482.75	3.5
98-4410-4200	.00	91,355.10	66,000.00	( 25,355.10)	138.4
98-4410-4400	.00	54.74	1,000.00	945.26	5.5
98-4410-4600	.00	.00	3,074.00	3,074.00	.0
98-4410-4800	.00	2,600.00	2,600.00	.00	100.0
98-4410-4900	.00	493.98	2,000.00	1,506.02	24.7
98-4410-5000	.00	24,215.73	34,547.00	10,331.27	70.1
98-4410-6100	.00	.00	500.00	500.00	.0
TOTAL MATERIAL AND SERVICES	.00	118,736.80	110,221.00	( 8,515.80)	107.7
CAPITAL OUTLAY:					
98-4410-7100	.00	276,997.97	2,000,000.00	1,723,002.03	13.9
98-4410-7101	.00	.00	150,000.00	150,000.00	.0
98-4410-7103	.00	22,125.56	14,000.00	( 8,125.56)	158.0
98-4410-7104	.00	50,000.00	50,000.00	.00	100.0
98-4410-7105	.00	2,314.65	.00	( 2,314.65)	.0
98-4410-7110	.00	.00	35,000.00	35,000.00	.0
98-4410-7112	.00	.00	12,000.00	12,000.00	.0
98-4410-7900	15,885.43	15,885.43	16,000.00	114.57	99.3
98-4410-7950	3,858.30	3,858.30	11,000.00	7,141.70	35.1
TOTAL CAPITAL OUTLAY	19,743.73	371,181.91	2,288,000.00	1,916,818.09	16.2
OTHER EXPENDITURES:					
98-4410-8801	.00	.00	75,184.00	75,184.00	.0
98-4410-8852	.00	143.43	.00	( 143.43)	.0
98-4410-9930	.00	.00	15,000.00	15,000.00	.0
TOTAL OTHER EXPENDITURES	.00	143.43	90,184.00	90,040.57	.2
TOTAL URBAN RENEWAL EXPENDITURES	19,743.73	490,062.14	2,488,405.00	1,998,342.86	19.7

CITY OF KETCHUM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2022

URBAN RENEWAL AGENCY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>URA DEBT SERVICE EXPENDITURES</u>					
OTHER EXPENDITURES:					
98-4800-8400 DEBT SERVICE ACCT PRIN-2021	( 442,414.05)	.00	240,000.00	240,000.00	.0
98-4800-8450 DEBT SRVC ACCT INTRST-2021	( 318.66)	76,703.37	138,978.00	62,274.63	55.2
TOTAL OTHER EXPENDITURES	( 442,732.71)	76,703.37	378,978.00	302,274.63	20.2
TOTAL URA DEBT SERVICE EXPENDITURES	( 442,732.71)	76,703.37	378,978.00	302,274.63	20.2
TOTAL FUND EXPENDITURES	( 422,988.98)	566,765.51	2,867,383.00	2,300,617.49	19.8
NET REVENUE OVER EXPENDITURES	418,962.04	1,605,876.12	.00	( 1,605,876.12)	.0
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT

RYAN P. ARMBRUSTER  
ABIGAIL R. GERMAINE

251 East Front Street, Suite 300  
Post Office Box 1539  
Boise, Idaho 83701  
Telephone 208 343-5454  
Fax 208 384-5844  
E-mail [rpa@elamburke.com](mailto:rpa@elamburke.com)

February 10, 2023

Susan Scovell, Chair  
[sscovell@gmail.com](mailto:sscovell@gmail.com)  
Suzanne Frick, Executive Director  
[sfrick@ketchumidaho.org](mailto:sfrick@ketchumidaho.org)  
KETCHUM URBAN RENEWAL AGENCY

Re: Engagement of Elam & Burke, P.A. as Counsel for the Urban Renewal Agency of the City of Ketchum for the Redevelopment of the 1<sup>st</sup> and Washington Site including the Financing of Public Improvements, Including Parking E&B File No. 8962-0003

Dear Chair Scovell:

Elam & Burke, P.A. (“Firm”) looks forward to providing legal services to the Ketchum Urban Renewal Agency (“Agency”) for the redevelopment of the 1<sup>st</sup> and Washington site owned by the Agency and proposed for redevelopment by Wood River Community Housing Trust and deChase Miksis, referred to herein collectively as the Developer. The redevelopment proposal contemplates the negotiation and drafting of project related documents such as a disposition and development agreement, a long-term ground lease, and potential parking operational agreements. This project contains complex financing structures, which we anticipate advising on in conjunction with bond and tax counsel. The purpose of this letter is to confirm the Firm’s agreement with the Agency concerning the performance of legal services and the payment of legal fees for this contemplated redevelopment and potential financing.

The Firm proposes a billing rate for this matter of \$250 for Ryan P. Armbruster and Meghan S. Conrad and \$240 for Abigail R. Germaine, \$200 for any associates who work on this matter, and \$110 for any paralegal work needed. We have currently been attending meetings with Agency staff and Developer representatives by phone and/or zoom, which has worked well. We have found that attendance at Agency meetings may be important for providing the best service to the client as it allows for counsel to be advised of issues and/or potential issues as they arise and helps to create a more efficient working relationship between the Agency and counsel. We anticipate several in person meetings as this transaction progresses. If in-person attendance at



an Agency meeting is required for this contemplated financing, we are willing to charge a discounted rate of \$113 per hour for five hours of travel between Boise and Ketchum. Therefore, the cost to attend meetings in person is estimated at approximately \$752.50 (\$565.00 for attorney fees for travel time and \$187.50 for mileage which is billed at approximately 300 miles times current federal rates [currently \$.625 per mile]), not including attorney fees for attendance at the meeting. We will also bill you for office expenses such as postage and printing charges. This billing arrangement remains substantially below billing rates charged by the Firm and its members on other engagements. If acceptable, the fee structure described herein will be effective for time incurred beginning on February 1, 2023, and invoiced as of February 28, 2023.

We will bill the Agency for all attorney and/or paralegal time expended on this matter. This will include, among other things, time spent in appointments, meetings, telephone calls, consulting with others, document review, research, drafting letters and the drafting of other documents required to provide advice and/or assist with the above scope of services.

The Firm has agreed to waive any retainer for this matter. We will charge fees for services at the rates noted above. Our fees are based on the amount of time required at various levels of responsibility, plus costs and expenses. Fees and costs will be billed monthly and are payable upon presentation of our invoices. If fees and costs are not paid within thirty days following the invoice date, we may terminate our engagement but retain the right to collect all amounts due and unpaid by the Agency. Failure to pay the bill by the ninetieth day after receipt will result in the imposition of a late charge equal to eighteen percent per annum on the unpaid balance. In the event that it becomes necessary for us to undertake collection procedures against the Agency, the Agency will be liable for our expenses and attorney fees incurred in doing so.

We understand the Agency reserves the right to terminate our services at any time or for any reason whatsoever with thirty (30) days' written notice. Subject only to the applicable rules of attorney conduct, termination of the Firm will not eliminate the requirement to pay the Firm for fees and other charges incurred prior to receipt of notice of the termination or for fees and other charges incurred after receipt of notice that were nevertheless reasonably necessary to protect client interests. To the extent permitted by the applicable rules of attorney conduct, Elam & Burke reserves the right to terminate this relationship for reasons, including but not limited to, nonpayment of sums due, failure to cooperate fully and appropriately with you and conflicts of interest with thirty (30) days' written notice.

Please contact either of us if you have any questions about anything contained in this letter. We understand this request will be placed on the agenda for the February 21, 2023, Board meeting. If the terms of our engagement are acceptable to the Agency Board, please sign below and return the letter to us.

We look forward to working with the Agency on this matter.

Sincerely,

ELAM & BURKE  
*A Professional Association*



Ryan P. Armbruster



Abigail R. Germaine

RPA/ksk

APPROVED AND ACCEPTED This \_\_\_\_ day of \_\_\_\_\_ 2023.

KETCHUM URBAN RENEWAL AGENCY

By \_\_\_\_\_  
Susan Scovell, Chair



## **Ketchum Urban Renewal Agency**

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**P.O. Box 2315 | 191 5<sup>th</sup> Street | Ketchum, ID 83340**

February 21, 2023

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO APPROVE AMENDMENT TO KURA CONTRACT 50075, ADMINISTRATION AND SUPPORT SERVICES AGREEMENT WITH THE CITY OF KETCHUM**

#### Introduction/History

In December 2021 the KURA approved Contract 50075, the administrative and support agreement between the KURA and City of Ketchum. The City Council approved the agreement November 18, 2021.

To reflect the change in staffing to the KURA, staff is recommending a minor amendment to the agreement. Once the KURA approves the amendment, it will be presented to the City Council for approval.

#### Proposed Amendment

The present agreement identifies the Director of Planning and Building as the city position serving as the Executive Director of the KURA. The proposed amendment does not identify a specific city position and instead permits the Mayor or City Administrator to appoint the Executive Director subject to KURA approval.

This amendment provides flexibility for staffing the KURA. In practice, the KURA Executive Director has changed over the years. Between 2010-2021, the City Administrator was the Executive Director of the KURA. In 2021, the Planning and Building Director was identified as KURA Executive Director. Currently, there is a dedicated Executive Director.

This amendment does not change any other provisions of the agreement.

#### Recommendation and Motion

**I move to authorize the Chair to sign the Amendment to Agreement 50075.**

Attachment: Amendment to Agreement 5575

**FIRST AMENDMENT  
TO  
ADMINISTRATION AND SUPPORT SERVICES AGREEMENT 22749 (City)  
50075 (KURA)**

THIS FIRST AMENDMENT TO THE ADMINISTRATION AND SUPPORT SERVICES AGREEMENT (hereinafter “First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the city of Ketchum (hereinafter referred to as the “City”), a municipal corporation of the state of Idaho, and the Urban Renewal Agency of the city of Ketchum, also known as the Ketchum Urban Renewal Agency (“KURA”), an independent public body, corporate and politic, duly organized and existing by virtue of the laws of the state of Idaho, specifically the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the “Law”), and authorized to transact business and exercise the powers granted by the Law and the Local Economic Development Act, as amended, Chapter 29, Title 50, Idaho Code (the “Act”) (collectively the City and KURA may be referred to as the “Parties”).

**RECITALS**

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

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

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

WHEREAS, the ability for the City and KURA to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015;

WHEREAS, the City has historically provided and continues to provide certain administrative services to KURA;

WHEREAS, the City and KURA entered into that certain Administration and Support Services Agreement on December 20, 2021 (“Agreement”), attached hereto and incorporated herein as **Attachment A**, to outline their respective roles and responsibilities, expand the services provided by the City to KURA, and revise the compensation paid by KURA to the City for those services provided;

WHEREAS, based on administrative changes and reorganization of certain City staff positions and roles, the City and KURA believe an amendment to the Agreement is necessary to update the current operations of the City and the support and services provided to KURA.

## AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the Agency and City agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

**A. PURPOSE OF FIRST AMENDMENT.** Pursuant to Section 3 – General Job Descriptions of the Agreement, certain City positions and departments provide services to KURA and even fill certain roles and positions of KURA staff. Over the years, the positions and staff of the City have changed and been modified, and it is now necessary to update the personnel and positions of KURA staff held by City personnel.

**B. GENERAL JOB DESCRIPTIONS.** Section 3 of the Agreement, General Job Descriptions, specifies certain KURA personnel that will be provided for by City staff. Section 3(a) states that the City Treasurer will serve as the elected KURA Treasurer. Section 3(b) described that the Director of Planning and Building, or his or her designee as selected by the City and subject to approval by KURA, was to act as the KURA administrator. Both Parties believe it is necessary to amend Section 3(B) to read as follows:

b. KURA Executive Director

The KURA Executive Director shall be appointed by the City Mayor or City Administrator subject to approval by the KURA Board of Commissioners. The Executive Director agrees to utilize its skill and experience in the administration of services by a political subdivision, including but not limited to areas related to urban planning and economic development, to carry out the goals and objectives of KURA and its associated project areas. The extent of those administrative services will be authorized by the KURA Board of Commissioners and/or the KURA Board of Commissioners' Chair. Under the general direction of the KURA Board of Commissioners, and in accordance with KURA policies and procedures, applicable laws, and professional standards, the Executive Director is responsible for the effective administration of all KURA activities, including development, planning, operations, budgeting, staffing, and developing and maintaining external KURA partnerships and relationships. Exhibit A, attached hereto, contains a general description of the services to be provided by the Executive Director.

Likewise, Section 2(a) of the Agreement, City's Obligations shall be amended to read:

- a. Services by the City Clerk; City Treasure; and the designated Executive Director of KURA;

**C. EXHIBIT A TO AGREEMENT.** The Scope of Services, Exhibit A to the Agreement, shall remain in full force and effect, and is unmodified by this First Amendment.

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

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

\_\_\_\_\_, 2023

AGENCY

KURA URBAN RENEWAL AGENCY

\_\_\_\_\_  
Susan Scovell, Chair

\_\_\_\_\_, 2023

CITY

CITY OF KETCHUM

\_\_\_\_\_  
Mayor

ATTACHMENT A  
EXECUTED ADMINISTRATION AND SUPPORT SERVICES AGREEMENT



**ADMINISTRATION AND SUPPORT SERVICES AGREEMENT 22749 (City)  
50075 (KURA)**

THIS ADMINISTRATION AND SUPPORT SERVICES AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of December, 2021, by and between the city of Ketchum (hereinafter referred to as the “City”), a municipal corporation of the state of Idaho, and the Urban Renewal KURA of the city of Ketchum, also known as the Ketchum Urban Renewal KURA, an independent public body, corporate and politic, duly organized and existing by virtue of the laws of the State of Idaho, specifically the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the “Law”), and authorized to transact business and exercise the powers granted by the Law and the Local Economic Development Act, as amended, Chapter 29, Title 50, Idaho Code (the “Act”) (hereinafter referred to as the “KURA”) (collectively the City and KURA may be referred to as the “Parties”), effective retroactively to October 1, 2021.

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

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

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

WHEREAS, the Amended Plan includes the acquisition, construction, and installation of public improvements within the Project Area and necessary costs for engineering, insurance, audit, planning and administration;

WHEREAS, KURA is authorized to conduct proceedings and to borrow monies to be repaid through revenue allocation (tax increment) funds pursuant to the terms and provisions of the Act for the purpose of financing the undertaking of any urban renewal project;

WHEREAS, the Amended Plan contains revenue allocation (tax increment) financing provision;

WHEREAS, the City and KURA hereby find and determine that this Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and KURA and to implement the Amended Plan as well as any future urban renewal plans and project areas;

WHEREAS, the ability for the City and KURA to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015;

WHEREAS, the City has provided and continues to provide certain services to KURA;

WHEREAS, the City and KURA wish to state their respective obligations, expand the services provided by the City to KURA, and revise the amount of consideration paid by KURA to the City accordingly;

NOW, THEREFORE, the City and KURA do hereby agree as follows:

**1. Statement of Purpose**

The purpose of this Agreement is to provide for the definition of rights, obligations, and responsibilities of KURA and the City to provide for the receipt, investment, and disbursement of funds by the City Treasurer on behalf of KURA, clarify the City's obligations to provide administrative, clerical, and secretarial services and support for KURA, and set the amount of consideration KURA shall pay the City for such services.

**2. City's Obligations**

The City agrees to make available certain personnel and administrative services to KURA, including, but not limited to:

- a. Services through the City Clerk; City Treasurer; and the Director of Planning and Building, who, as of the effective date, serves as the Executive Director of KURA;
- b. Any other necessary services from other City departments or staff related to clerical support;
- c. Assistance from other City departments, including, but not limited to, Recreation, Streets and Facilities, and Utilities.

**3. General Job Descriptions**

a. Treasurer

As of the effective date of this Agreement, the City Treasurer serves as the elected KURA Treasurer (the "KURA Treasurer"). The City Treasurer shall receive, invest, and disburse funds subject to legal authorization and budgeting by KURA and formal approval by KURA Board. The City Treasurer shall also be responsible for preparing all required accounting reports, including any required year end financial statements and/or a comprehensive annual financial report, and advising KURA Board of KURA's financial status. Provided however, KURA shall engage, at its sole cost and expense, a qualified accountant/auditor to provide the annual independent financial audit as required by Idaho Code 67-450B.

The City may designate City's Deputy Treasurer to perform these functions, subject to approval by KURA. The City Treasurer (or his or her designee) shall provide the following specific services:

- Maintain an account ledger for all income and expenses and provide a monthly summary report of the same to KURA Board; as well as distribution of invoice/expense information for all Board meetings and monthly between meetings;
  - Provide general bookkeeping services in substantial compliance with Generally Accepted Accounting Principles or Governmental Accounting Standard Board (GASB) standards, whichever is applicable;
  - Coordinate with any accountant/auditor selected by KURA to perform annual audits;
- b. Director of Planning and Building

The Director of Planning and Building, or his or her designee as selected by the City and subject to approval by KURA, agrees to furnish its skill and judgment in the administration of services by a political subdivision, including but not limited to areas related to urban planning and economic development, to carry out the Amended Plan and the Project Area. The extent of those administration services will be as authorized by the KURA Board of Commissioners and/or the KURA Chair. Under the general direction of the Board of Commissioners, and in accordance with KURA policy, applicable laws, and professional standards, the Director of Planning and Building is responsible for the effective administration of all KURA activities, including development, planning, operations, budgeting, staffing, and developing/maintaining KURA's external relationships. **Exhibit A**, attached hereto, contains a general description of the services to be provided by the Director of Planning and Building.

c. Other City Departments

From time to time, KURA may seek input and assistance from other City departments, including, but not limited to, Recreation, Streets and Facilities, and Utilities to provide research, analysis, and information concerning potential KURA projects. In those instances, those departments and their personnel shall be compensated by KURA as set forth in Section 4 of this Agreement.

d. Clerical and Support Services

As of the effective date of this Agreement, the City Clerk serves as the elected Agency Secretary. City, through the City Clerk's office, subject to approval by KURA, shall designate a city employee or employees and shall provide the following services:

- Preparation and distribution of the agendas for all meetings of KURA;
- Attend each KURA meeting and record and transcribe the minutes;
- Assemble and maintain the records of KURA in a safe and organized manner in compliance with the principles or standards referenced above;

- Keep track of and prepare checks or other methods of payment for KURA expenses as directed by the City Treasurer, the Director of Planning and Building or KURA Board;
- Compliance with KURA reporting requirements.

The City may designate City's Deputy City Clerk to perform the above functions subject to the approval by KURA.

e. Miscellaneous Services

City, through the City Clerk's office, subject to approval by KURA, shall designate a city employee or employees and shall provide the following services:

- City shall host and maintain the KURA website;
- At no cost to KURA, the City shall provide meeting facilities that include live broadcasting of KURA meetings, to include audio, video, and projection equipment.

**4. KURA'S Obligations/Compensation to City**

KURA agrees to pay City for services rendered under this Agreement based on the following methodology. Any City personnel providing services to KURA as described in this Agreement shall maintain specific time increments showing the amount of time worked on a KURA project or initiative as well as a description of the services provided. KURA shall compensate such work based on the hourly rate imposed by the City employee, in an amount previously agreed to by the City and KURA through the budgeting process described in Section 8 of this Agreement. Such hourly rate shall consider the salary and other benefit costs related to the employee's position.

**5. Method of Payment/Monthly Invoices**

The City shall maintain time and expense records and provide them to KURA monthly, along with monthly invoices in a format acceptable to KURA for services performed to the date of the invoice. Each invoice shall specify charges as they relate to the tasks set forth in this Agreement. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date. Each invoice shall identify the number of hours incurred by each City employee identified in this Agreement along with that employee's hourly rate. City shall provide KURA the applicable hourly rate for the work provided, which hourly rate shall be subject to review and approved by KURA.

If the services subject to a specific invoice do not meet the requirements of this Agreement as KURA may reasonably determine, KURA shall notify City in writing and provide specific deficiencies in the services or work product that do not meet the requirements. City shall have seven (7) working days to correct or modify the services or work product to comply with the requirements of the Agreement as set forth in KURA's written notice. If KURA again reasonably determines the services or work product fails to meet the requirements, KURA may

withhold payment until deficiencies have been corrected to KURA's reasonable satisfaction or may terminate this Agreement for cause as set forth in Section 14 of this Agreement.

## **6. Additional Reimbursements**

KURA shall reimburse City for costs associated with engineering or other technical services associated with KURA funded projects. KURA shall provide reimbursement for the costs of systems and technology to support administrative functions. Such costs shall be identified and approved by the KURA Board as part of the annual budgeting process.

## **7. Evaluations**

No later than June 1 of each calendar year, KURA shall evaluate the performance of the activity provided by any City employee for services described in this Agreement. KURA shall provide the results of such evaluations to the City for its review and comment. One of the purposes of such evaluations is to provide KURA the opportunity to request City assign other employees to provide the services set forth in this Agreement. Should the City and Agency not reach agreement on the assignment of alternative employees, either party may invoke termination of this Agreement for Convenience as described in Section 17.b. of this Agreement. Alternatively, should the City and Agency not reach agreement on the assignment of alternative employees, either party may elect to not renew this Agreement as described in Section 22 of this Agreement.

## **8. Annual Budgeting Proposal**

No later than July 1 of each calendar year, City shall provide KURA with a summary of the hours worked by City employees on KURA assignments, a breakdown of hourly rates, and the total amount compensated through the date of the summary. No later than July 1 of each calendar year, City shall provide KURA with City's proposal for the type of services, hourly rates for such service, hourly rates of City employees providing services to KURA, and an estimated amount of compensation for the following fiscal year to assist KURA in preparing its required budget for the following fiscal year. Should City and KURA not reach agreement on the services provided, the City employees assigned to KURA, or the amount of compensation for the subsequent fiscal year, then either party may provide notice of non-renewal as described in Section 22 of this Agreement.

## **9. Insurance**

The City shall purchase and maintain for the benefit of the City and KURA insurance for protection from claims under workers' or workmens' compensation acts arising from work performed under this Agreement; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees while working on activities under this Agreement; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work pursuant to this Agreement; and claims arising out of the performance of this Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City (but no less than the limits required under the Idaho Tort Claims Act), and nothing herein shall be construed as

any waiver of any claim or defense by the City or KURA premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. Provided, however, KURA shall obtain its own insurance of similar benefit and value for KURA activities.

**10. Representations and Warranties**

In consideration of this Agreement City and KURA make the following representations and warranties:

a. KURA is a public body corporate and politic of the State of Idaho, duly organized and validly existing, and in good standing under the laws of the State of Idaho with the power to own its assets and to transact business in Idaho.

b. KURA has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

c. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which KURA is a party or which purports to be binding on KURA or its assets and will not result in the creation of imposition of a lien on any of its assets.

d. There is no action, suit, investigation, or proceeding pending or, to the knowledge of KURA, threatened against or affecting KURA or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of KURA or the operation of its business or which would otherwise affect this Agreement or KURA's obligations hereunder.

e. City is a municipal corporation of the state of Idaho, duly organized and validly existing, and in good standing under the laws of the state of Idaho with the power to own its assets and to transact business in Idaho.

f. City has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

g. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which KURA is a party or which purports to be binding on City.

h. There is no action, suit, investigation, or proceeding pending or, to the knowledge of City, threatened against or affecting City or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of

City or the operation of its business or which would otherwise affect this Agreement or City's obligations hereunder.

## **11. Miscellaneous Provisions**

Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body, and is fully vested with the authority to bind such party in all respects.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

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.

The Parties shall in all instances cooperate and act in good faith in compliance with the terms, covenants, and conditions of this Agreement and each shall deal fairly with the other.

Each Party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances, as may be reasonably requested by the other to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

This Agreement shall not be modified or otherwise amended except in writing signed by all of the Parties.

If the date for delivery of a notice or performance of some other obligation of a Party falls on a Saturday, Sunday, or legal holiday in the State of Idaho, then the date for such notice or performance shall be postponed until the next business day

This Agreement shall be governed by the laws of the state of Idaho.

## **12. Successors and Assigns**

No Party may assign or delegate its obligations under this Agreement without the consent of the other Party hereto, which consent may be withheld in the discretion of that Party. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

### **13. Number and Gender**

In constructing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

### **14. No Third-Party Beneficiary**

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

### **15. Counterparts / Facsimile**

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the parties.

### **16. Merger Clause**

This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

### **17. Termination of Agreement**

a. **For Cause.** If, through any cause, the City shall fail to fulfill its obligations under this Agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement by giving written notice to the City and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, City shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

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

b. **For Convenience.** KURA or City may terminate this Agreement at any time, for any reason, by giving at least thirty (30) days' notice in writing to the other party. If this Agreement is terminated by KURA as provided herein, City shall be paid an




amount for the actual services performed in accordance with this Agreement through the cancellation date.

## **18. Notices**

Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To KURA: Suzanne Frick, Executive Director  
Ketchum Urban Renewal Agency  
P.O. Box 2315  
Ketchum, ID 83340  
[sfrick@ketchumidaho.org](mailto:sfrick@ketchumidaho.org)

To City:   
City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340  
[Email address]

## **19. Discrimination Prohibited.**

In performing the services required herein, City shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by KURA, in whole or in part, and may result in ineligibility for further work for KURA.

## **20. Indemnification**

City agrees to indemnify, defend and hold harmless KURA, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by the City's negligence or intentional acts or omissions, including but not limited to any claim for libel, slander, piracy, plagiarism, invasion of privacy, false advertising, discrimination, or infringement of copyright, during the performance of this Agreement by City or City's agents, employees, or representatives. In case any action or proceeding is brought against KURA or its officers, agents, or employees by reason of or arising out of connection with City's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, City, upon written notice from KURA, shall at City's expense, resist or defend such action or proceeding.

## **21. Disputes**

In the event that a dispute arises between KURA and the City regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the

Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Jerome, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

**22. Term of Agreement and Renewal**


This Agreement shall be effective retroactively to October 1, 2021, and shall continue for an initial period through September 30, 2022. The Agreement shall automatically renew for additional one-year terms at the expiration of the then existing term unless either City or KURA provides notice of non-renewal within sixty (60) days of the expiration of the then existing term.

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


CITY OF KETCHUM

By   
Neil Bradshaw, Mayor

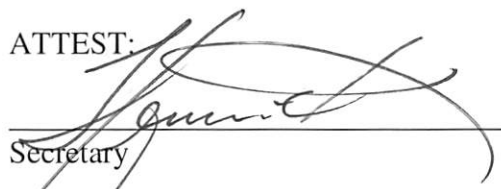
ATTEST:

  
\_\_\_\_\_  
City Clerk

URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM

By   
Ed Johnson, Chairman  
Vice chair Casey Dove

ATTEST:

  
\_\_\_\_\_  
Secretary

## EXHIBIT A

### SCOPE OF SERVICES

City shall provide day to day administrative and operational support to the KURA to include, but not limited to, the following services:

- Assist with the preparation and administration of KURA contracts and agreements
- Provide staff support for projects requested by the KURA Board
- Provide assistance to members of the public inquiring about KURA projects or funding
- Prepare letters, memos, or other correspondence on behalf of the KURA Board.
- Manage and administer KURA Owner Participation Agreements
- Respond to KURA public records requests
- Manage and maintain all KURA records and files
- Coordinate KURA activities and projects with City staff and KURA consultants

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## Ketchum Urban Renewal Agency

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P.O. Box 2315 | 191 5<sup>th</sup> Street | Ketchum, ID 83340

February 21, 2023

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO REVIEW AND APPROVE COMMENTS TO WOOD RIVER COMMUNITY HOUSING TRUST AND DECHASE DEVELOPMENT SERVICES**

#### Introduction/History

The Agreement to Negotiate Exclusively (ANE) between the KURA and Wood River Community Housing Trust and DeChase Development Services (Development Team) was executed January 27, 2023 (Attachment A). The ANE contains certain obligations the KURA must meet within 30 days of the execution of the Agreement, which is February 27, 2023.

This report outlines the KURA obligations in the ANE and provides a draft letter responding to the requirements for KURA review and approval. After Board approval, the letter will be transmitted to the Development Team (Attachment B).

#### ANE Obligations

The draft letter specifically responds to the following ANE obligations:

- **Section 201 Scope of Development**  
Agency and Developer acknowledge Developer's proposal as submitted to Agency on or before August 24, 2022, with supplemental information provided on October 17, 2022, attached as Exhibit B (collectively, "Developer's Proposal"). In addition to Developer's Proposal, on November 14, 2022, the Agency Board identified several issues requiring further negotiation, which issues are identified in Section 800. Agency agrees to provide Developer with a list, if any, of those issues within thirty (30) days following the effective date of this Agreement.
- **Section 801 Design Refinement**  
Prior to submission of the Design Development Plan, Agency and Developer shall engage in design discussion to address design issues related to the Design Development Plan identified by Agency, which Agency desires to resolve prior to submittal of the Design Development Plan to Agency by Developer. Agency shall prepare a written list, if any, of the issues to be addressed in the Design Development Plan within thirty (30) days following the execution of this Agreement, and the process shall be conducted as provided in the Schedule of Performance.

For Section 201, staff has compiled Board comments when the project was discussed at different meetings, and included issues identified during preliminary discussions with the Development Team.

For Section 801, KURA and Planning and Building staff reviewed the preliminary plans submitted as part of the RFP proposal and prepared comments based on preliminary plans. The preliminary plans are included in Attachment C for information.

The ANE identifies other information KURA must provide at a later date. For the Board's information, the information and due dates are outlined below.

**Section 204 Environmental Condition**

Within thirty (30) days of the submission of the Deposit by Developer, Agency agrees to provide Developer with any environmental reports Agency possesses which may have included an investigation of the Site.

**Section 807 Unit Affordability Mix and Idaho Housing and Finance Association**

On or before May 31, 2023, Developer shall provide Agency with the timeline and process to obtain such financing and the specific IHFA programs utilized.

**Section 809 Structured Parking**

It is anticipated that the Agency intends to support the creation of the Public Parking through the direct ownership, operation, and financing of the Public Parking. Considering the various ownership and financing structures related to the parking associated with the Site, on or before May 31, 2023, Developer will provide Agency with the following preliminary data:

- the then current construction budget for both the Project Parking and the Public Parking, including specific cost allocation methodologies for soft costs and hard costs, and information and/or standards that support the proposed allocation methodologies;
- term sheet concerning ownership structure of the Garage, including identification of parties with an ownership interest;
- parking management of the Garage, including any proposed shared use (with the understanding that the operator of the Public Parking will be responsible for management of the use of the Public Parking); and
- allocation of stalls between the Project Parking and the Public Parking. (collectively, the "Preliminary Parking Data").
- On or before June 30, 2023, Agency will notify Developer of Agency's intent with respect to Agency providing support for Public Parking, including Agency's plan for any Agency participation in the ownership, operation and financing of the Public Parking.
- The DDA will include negotiated terms related to the parking for the Affordable Workforce Housing Project, including funding, ownership, management, and operations.

**Recommendation and Motion**

Staff recommends the Board review the draft letter, provide any comments or revisions, and authorize the Chair to sign the letter by adopting the following motion:

**"I move to authorize the Chair to sign the attached February 21, 2023 letter to the Development Team."**

**Attachments**

- A: Executed ANE
- B: Draft Letter to Development Team
- C: Preliminary Project Plans from RFP

## Attachment A

**AGREEMENT 50082 TO NEGOTIATE EXCLUSIVELY**  
by and between  
**THE URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM**  
and  
**WOOD RIVER COMMUNITY HOUSING TRUST, INC. and DECHASE**  
**DEVELOPMENT SERVICES LLC**

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (this “Agreement”) is entered into by and between the Urban Renewal Agency of the city of Ketchum, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic (“Agency”), organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the “Act”), and Wood River Community Housing Trust, Inc. an Idaho nonprofit corporation (“Trust”) and deChase Development Services LLC, an Oregon limited liability company that is authorized to do business in Idaho (“deChase”) (with Trust and deChase herein collectively referred to as “Developer”), or its assigns as provided for herein, collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

**RECITALS**

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

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 boundaries; and

WHEREAS, the Agency owns certain real property addressed as 211 E. 1<sup>st</sup> Avenue, Ketchum (Parcel RPK00000190070), and real property unaddressed as Lot 5, Block 19 (Parcel RPK0000019005B) and Lot 6, Block 19 (Parcel RPK0000019006B) (the “Site”); and

WHEREAS, in accordance with Idaho Code § 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 26, 2022,

seeking to initiate a redevelopment project to revitalize the 2010 Plan Project Area in compliance with the 2010 Plan through redevelopment of the Site which could also serve as a catalyst for 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 (“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 reviewed the proposals, interviewed each development team and thereafter provided findings of fact and comments to Agency staff which allowed the Review Group to prepare a ranking of the proposals for Agency Board consideration; and

WHEREAS, Agency staff ranked the proposals from Developer, Blueline Development, and Servitas. Developer originally submitted its proposal under the entity names Wood River Community Housing Trust and deChase Miksis Development. deChase Miksis Development is otherwise referred to and registered as deChase Development Services LLC. For purposes of this Agreement, Developer shall include deChase Miksis Development, otherwise known as deChase Development Services LLC ; and

WHEREAS, at a public meeting on November 14, 2022, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposals and selected the “Developer’s Proposal” (as further defined below); and

WHEREAS, Developer’s Proposal contemplates development of a four-story housing project, with street level parking, and retail on the first floor located on the Site as illustrated and shown in Exhibit A; and

WHEREAS, Agency and Developer intend to pursue the negotiations of a disposition and development agreement and long-term ground lease for the Site, and thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and

WHEREAS, Agency seeks to enter into this Agreement with Developer for the purpose of analyzing and assessing development opportunities for the Site.

NOW, THEREFORE, Agency and Developer hereby agree as follows:

## AGREEMENTS

### Section 000 DEFINITIONS

“Affordable Workforce Housing Project” means the income-restricted residential dwelling units and associated common areas, amenities, and related parking, prioritized for



individuals and families living or working in the Ketchum area, to be developed by Developer on the Site pursuant to the Ground Lease and the DDA, and as further described within the definitions included in the Request for Proposals and Developer's Proposal found in the attached Exhibit B and incorporated herein by reference.

**"Agency"** shall be the Ketchum Urban Renewal Agency and includes Agency staff.

**"Agency Board"** shall be the members of the Agency's Board of Commissioners, as duly and legally appointed.

**"AMI"** shall mean the then current "Area Median Income" adjusted by family size annually published by the U.S. Department of Housing & Urban Development (HUD) for the geographic area referred to as Ketchum, Idaho HUD Metro Statistical Area Rent (MSA) Area (or its successor index).

**"deChase"** will be deChase Development Services, LLC, an Oregon limited liability company, or its assigns.

**"Developer"** will be Trust and deChase, or their assigns. See Section 401 for the nature of Developer.

**"Disposition and Development Agreement"** or **"DDA"** shall mean the agreement the parties intend to negotiate that will set forth the definitive terms of the development of Site by the Developer and the disposition of the property by the Agency through a long-term ground lease agreement.

**"Effective Date"** shall be the date this Agreement is signed by both Parties (last date signed).

**"Garage"** means the parking structure to be developed on the Site, as described in Section 809.

**"Project Parking"** means the surface parking lot to be used as parking for the residents/users of the Affordable Workforce Housing Project, and not for the general public.

**"Public Parking"** means the parking Garage to be used as parking for the general public, as set forth in Section 809.

**"Ground Lease"** shall mean the mechanism by which the Agency will lease the Site to the Developer for a period of years, allowing the Developer to construct the Affordable Workforce Housing Project as contemplated.

**"Negotiation Period"** shall begin on the Effective Date and end one hundred eighty (180) days after the Effective Date, unless extended by the Agency as provided herein.

**"Schedule of Performance"** shall mean the attached Exhibit C.

**"Scope of Development"** shall mean Developer's preliminary concepts for development of the Affordable Workforce Housing Project included in Developer's Proposal

and attached as Exhibit B, which preliminary concepts will be subject to certain updates and changes negotiated by Developer and Agency during the course of this Agreement, the DDA and the Ground Lease.

“Site” shall mean the real property more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

“Trust” will be Wood River Community Housing Trust, Inc., an Idaho nonprofit corporation, or its assigns.

## **Section 100 NEGOTIATIONS**

### **Section 101 Good-Faith Exclusive Negotiations**

The Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

Agency and Developer agree for the Negotiation Period (described below) to negotiate diligently and in good faith to prepare the DDA and the Ground Lease to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Affordable Workforce Housing Project located on the Site. During the Negotiation Period, Agency shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of the Site.

### **Section 102 Negotiation Period**

The Negotiation Period shall commence on the Effective Date and shall terminate one hundred eighty (180) days thereafter (the “Termination Date”). Provided, Agency may in its discretion extend the Negotiation Period for the DDA and/or the Ground Lease for an additional sixty (60) days beyond the Termination Date without payment by Developer. In the event that Developer requests an extension of Negotiation Period and Agency grants such request, Agency may, in its sole discretion, require Developer to pay an extension fee of \$5,000.00 pursuant to this Agreement. In the event an extension fee has been paid and the DDA and/or the Ground Lease has been executed by both Parties, such extension fee shall be credited back to the Developer.

If upon expiration of the Negotiation Period, Developer has not executed a mutually approved DDA and/or Ground Lease with Agency, then this Agreement shall terminate, unless extended in writing by Agency. Once a DDA and/or Ground Lease is signed by both Developer and Agency, then the terms of the DDA and/or Ground Lease shall prevail and this Agreement shall automatically terminate as to that DDA and/or Ground Lease.

If the negotiations do not result in an executed DDA and/or Ground Lease for the Site, Developer shall submit to Agency copies of the documents in its possession regarding the proposed development for the Site, excluding any confidential or privileged information. If this Agreement is terminated per this Section 102, Developer shall not seek reimbursement for costs and expenses from Agency and Agency shall not seek reimbursement for costs and expenses

from Developer except that Agency shall retain any extension fee paid by Developer, and Agency shall be entitled to retain the Deposit as provided in Section 103.

### **Section 103 Deposit**

#### Developer's Submission of Deposit:

Recognizing that Trust is a not-for-profit corporation that is recognized as a 501(c)(3) public charity, Developer shall submit to Agency a deposit in an amount of \$10,000.00 ("Deposit") in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal (defined below) for the Site, as applicable, the Deposit shall be refunded in its entirety to Developer. Should Agency incur the costs of a Reuse Appraisal for the Site and this Agreement is subsequently terminated or a DDA and/or Ground Lease is not executed, Agency shall retain the cost of the Reuse Appraisal from the refunded Deposit amount. The Deposit shall be refunded in its entirety to the Developer should the DDA and/or Ground Lease be successfully negotiated and executed.

Submission of the Deposit must occur within fifteen (15) days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Agency) shall become part of the applicable Deposit and applied as described hereunder.

### **Section 200 DEVELOPMENT CONCEPT**

#### **Section 201 Scope of Development**

Agency and Developer acknowledge Developer's proposal as submitted to Agency on or before August 24, 2022, with supplemental information provided on October 17, 2022, attached as Exhibit B (collectively, "Developer's Proposal"). In addition to Developer's Proposal, on November 14, 2022, the Agency Board identified several issues requiring further negotiation, which issues are identified in Section 800. Agency agrees to provide Developer with a list, if any, of those issues within thirty (30) days following the effective date of this Agreement.

The Parties further acknowledge the design of the Affordable Workforce Housing Project will be further refined in connection with the development of a specific design plan ("Design Development Plan"), which design refinement will occur pursuant to the terms of the DDA.

#### **Section 202 Progress Reports**

Developer agrees to make oral and/or written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis at the request of Agency.

### **Section 203 Assessment of Project Feasibility; Notification**

In the event at any time during the Negotiation Period Developer determines that it is not feasible to proceed with development of all or a portion of the Affordable Workforce Housing Project, this Agreement shall be terminated upon ten (10) days' written notice to the Agency. In the event the Agreement is terminated before Agency incurs any costs in preparing the Reuse Appraisal (defined below) for the Site, the Deposit shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal for the Site, as applicable, such costs shall be deducted from the amount of the Deposit to be refunded to Developer (if any).

In the event of such termination, neither Party shall have any further rights against or liability to the other under this Agreement with respect to the Site. Developer acknowledges and consents that in the event this Agreement is terminated, Agency has the right and authority to enter into an exclusive right to negotiation agreement concerning the Site with any other interested developer.

Agency recognizes that the feasibility of the Project as proposed in Developer's Proposal is predicated upon the construction costs for the Project and interest rate for the Project financing remaining within the targets identified in Developer's Proposal. Agency further recognizes that construction costs and interest rates are dynamic variables that will fluctuate over time, and that the fluctuations may affect the feasibility of the Project.

Agency recognizes that the feasibility of the Project as proposed in Developer's Proposal is predicated upon Developer receiving City approvals that are consistent therewith, and that do not impose financial or other conditions or burden beyond the conditions or burdens that are typically imposed on similar projects in similar jurisdictions.

Agency recognizes that if construction costs, interest rates, City approvals or other matters affect the feasibility of the Project, then Developer will need to seek to modify the Project design and other features (such as unit mix and affordability levels) as necessary for the Project to become feasible. Agency and Developer agree to work together cooperatively to solve problems and adapt the Project to allow a feasible Project to be developed. However, should Developer's proposed modifications differ in such a way that Developer's Proposal is materially altered, Agency shall have the discretion to find that such modification is unacceptable. In the event the Agency and Developer are unable to reach an agreement on such modifications, Developer will either continue with Developer's Proposal or Agency and Developer will cease negotiations of a DDA and Ground Lease.

### **Section 204 Environmental Condition**

Within thirty (30) days of the submission of the Deposit by Developer, Agency agrees to provide Developer with any environmental reports Agency possesses which may have included an investigation of the Site.

### **Section 300 GROUND LEASE AND/OR OTHER CONSIDERATIONS**

During the Negotiation Period, Agency and Developer shall negotiate the schedule and conditions for Ground Lease of the Site with respect to financing and a schedule for the development of the Affordable Workforce Housing Project which schedule, and conditions will be included in the DDA.

Under the Law, Agency may transfer real property for no less than the fair reuse value. The reuse appraisal (“Reuse Appraisal”) and its determination of value will be prepared and provided to Developer under the DDA as the information necessary to complete the Reuse Appraisal may not be available at the expiration of the Negotiation Period. The Reuse Appraisal shall establish the fair reuse value of the Site to be leased by the Agency as required under the Law (the “Residual Land Value”).

Developer shall submit to Agency the data required by the appraiser (“Reuse Appraiser”) who has been selected by Agency, which data (“Reuse Appraisal Data”) is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Affordable Workforce Housing Project. Developer shall submit the Reuse Appraisal Data pursuant to the terms of the DDA. Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and leasing of the Agency owned parcels,
- residential unit types,
- commercial unit types
- sizes and expected rents,
- construction type and materials,
- exterior and interior finish materials,
- square footages of uses other than residential,
- leasing for other uses and assets such as office space, retail space and parking spaces,
- parking stalls and usage
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities and amenities, and
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Agency will be unable to close under the terms of the DDA without the results of the Reuse Appraisal for the applicable property.

Agency recognizes that that Developer's Proposal assumes that the Ground Lease will have rent of \$1 per year, and that the identified rental rate is integral to achieving the affordable rents for residents/users of the Project. In no event will the Ground Lease rent be less than the Residual Land Value established by the Reuse Appraisal.

## **Section 400 DEVELOPER AND DEVELOPER'S OBLIGATIONS**

### **Section 401 Nature of Developer**

Developer is a partnership between Trust and deChase. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

Developer currently anticipates that the development structure will be as follows: (a) deChase will establish a wholly owned subsidiary to develop and own the Affordable Workforce Housing Project through completion of the construction using equity provided by the Trust and construction financing provided and guaranteed by deChase; (b) at completion of construction, the Affordable Workforce Housing Project will be conveyed from deChase to a wholly owned subsidiary of Trust with long-term financing as outlined in Section 807; and (c) the Trust's subsidiary will own and operate the Affordable Workforce Housing Project for the balance of the term of the Ground Lease in accordance with the terms of the Ground Lease and the Trust's charitable purposes. Agency recognizes that the foregoing structure is based on Developer's current assumptions of what might be the most advantageous structure to achieve the financing and development of the Affordable Workforce Housing Project, and that Developer may modify that structure as Developer deems necessary or advantageous to achieve the most favorable financing and development of the Affordable Workforce Housing Project. By way of example, Developer may determine that it is most advantageous for the Trust to secure construction financing and the deChase subsidiary to serve only as a fee-for-service developer for the Trust's subsidiary. Agency agrees to cooperate with Developer and not unreasonably withhold or delay its approval of any development structure proposed by Developer.

### **Section 402 Developer's Principal Office and Development Team**

Developer's Principal Office is located at:

deChase Development Services LLC  
1199 Shoreline Drive, #290  
Boise, ID 83702

Wood River Community Housing Trust, Inc.  
675 E Sun Valley Road K-1  
Ketchum, ID 83340

Agency and Developer acknowledge and agree that the Local Project Manager, as described in Section 906, shall also be a member of the Development Team. Unless otherwise set forth in Section 403 below, any other consultants and professionals on the Development Team (such as special architectural consultants, leasing agents, engineer, and contractor) will be selected at a later date. Agency acknowledges that Developer has preliminarily selected the following consultants and professionals for the Development Team:

Architect	Pivot North, LLC
Civil:	Benchmark Associates, P.A.
Structural:	KPFF, Inc.
MEP:	TJK Consulting Engineers, PC
Landscape:	Landwork Studio LLC
Construction Management:	Redpoint Construction Management LLC
Contractor:	Conrad Brothers of Idaho/McAlvain Construction, Inc.
Public Outreach:	SMR Development LLC

Developer shall advise Agency of any changes to the Development Team.

### **Section 403 Full Disclosure**

Developer is required to make full disclosure to Agency of its officers, key managerial employees, and design professionals (collectively the "Development Team") involved in the development of the Site. Any change during the period of this Agreement of the Development Team or in the controlling interest of Developer is subject to the approval of Agency, such approval not to be unreasonably withheld or delayed. The selected architect for the Project is Pivot North Architecture. The selected general contractor is Conrad Brothers General Contractors of Idaho and McAlvain Construction Inc.

Any assignment or transfer of this Agreement is subject to Section 904.

### **Section 404 Compliance with Applicable Laws**

Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, antidiscrimination standards, affirmative action standards, and nondiscrimination and nonsegregation standards, laws, and regulations in development, rental, or lease of the Site.

## **Section 500 AGENCY'S RESPONSIBILITIES**

### **Section 501 Urban Renewal Plan**

This Agreement and any DDA and/or Ground Lease agreed to by the Parties are subject to the provisions of the 2010 Plan.

## **Section 600 REAL ESTATE COMMISSIONS**

Agency shall not be liable for any real estate commission or brokerage fees arising from the development of the Site. Agency represents that it has engaged no broker, agency, or finder

in connection with this transaction, and Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

### **Section 700 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY**

By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) agreement to a long term ground lease of land; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by Agency, City, or any agency or department thereof; or (d) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Agency and Developer does not constitute a disposition of property by Agency.

### **Section 800 ISSUES OF NEGOTIATION**

Developer recognizes that the following items are matters Agency desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which any particular item can or will be included in the applicable DDA and/or Ground Lease or Design Development Plans.

#### **Section 801 Design Refinement**

Prior to submission of the Design Development Plan, Agency and Developer shall engage in design discussion to address design issues related to the Design Development Plan identified by Agency, which Agency desires to resolve prior to submittal of the Design Development Plan to Agency by Developer. Agency shall prepare a written list, if any, of the issues to be addressed in the Design Development Plan within thirty (30) days following the execution of this Agreement, and the process shall be conducted as provided in the Schedule of Performance.

#### **Section 802 Agency Participation**

Developer specifically acknowledges, recognizes, and consents that Agency participation in the Affordable Workforce Housing Project may be limited to the long-term Ground Lease of the Site. Agency Participation is to be negotiated as part of the DDA and the Ground Lease. The foregoing shall not preclude Agency and Developer from agreeing to Agency having an ownership interest in the Public Parking located in the Garage, reimbursement of public infrastructure or improvements as part of the DDA and Ground Lease or as separate agreements entered into by the Parties.

Developer has requested Agency participation in the amount of Two Hundred Twelve Thousand, Five Hundred Ninety-Seven Dollars (\$212,597.00) for and which is the current estimated cost of relocating utilities from their current location to other locations that are conducive to the Affordable Workforce Housing Project subject to the final actual cost for said work. Agency's participation on this requested item will be negotiated as part of the DDA.

#### **Section 803 Impact Fees**



Agency acknowledges that Developer likely will be assessed impact fees by City. Such impact fees assessed represent a cost to the Developer and may be included within the Reuse Appraisal analysis as described in Section 300 of this Agreement. Provided, however, nothing contained herein obligates Agency to subsidize or pay any impact fees. The Agency acknowledges that Developer's Proposal assumes that the City will waive the impact fees that would normally be assessed against the Project, and that the failure of the City to waive the ordinary impact fees will affect the feasibility of the Project. Developer acknowledges that Agency has no ability to waive impact fees and such decision is solely that of the City; provided, however, Agency will support Developer's request to City to waive City impact fees, acknowledging that such support by Agency does not imply any financial or other contributions by the Agency related to such waivers.

### **Section 804 Community Outreach**

The Parties agree that a public outreach plan will be developed and implemented as part of the Affordable Workforce Housing Project. Both Parties agree to coordinate and work together on public outreach prior to any design review application consideration by the City.

### **Section 805 Sequencing**

The Parties shall address the sequencing and timing for development of several public and private components of the Affordable Workforce Housing Project and the related issues raised in the plans for financing the public portions, recognizing that the public and private portions may proceed on different schedules as a function of market conditions, available public funds, and costs, among other things.

### **Section 806 Ground Lease**

The Agency and Developer anticipate entering into a fifty (50) year, long-term ground lease for lease of the Site to the Trust, or such successors or assigns as approved by the Agency which approval will not be unreasonably withheld, for development of the Affordable Workforce Housing Project ("Ground Lease"). The negotiations of the terms and conditions of the Ground Lease are to occur simultaneously with the development and negotiation of the DDA.

Agency recognizes that, to accommodate the financing, development or use thereof, it may be necessary or advantageous for portions of the Affordable Workforce Housing Project, the Garage and/or the ground floor areas to be separate sublease parcels or condominium units. The Ground Lease will allow Developer to create sublease parcels or condominium units in the leasehold estate in any reasonable manner.

### **Section 807 Unit Affordability Mix and Idaho Housing and Finance Association**

Developer's Proposal sets forth a preferred allocation of mixed-income units in the Affordable Workforce Housing Project including 32% of the residential units at or below 100% AMI, 30% of the residential units at or below 120% AMI, and 38% of the residential units at or below 150% AMI. The Agency Board at its meeting on November 14, 2022, specifically requested that additional negotiations occur between the Agency and Developer to establish the

unit type associated with these AMI ranges (i.e. studio, 1 br, 2 br, 3 br). Agency has not specifically approved the unit type mix or affordability mix.

Agency acknowledges that Developer's proposed unit type mix and affordability mix is based on Developer's preliminary assumptions of what might be the most advantageous mix for the community. Developer intends to investigate its preliminary assumptions regarding the proposed unit type mix using current rental market data, and propose adjustments to reflect Developer's judgment on the most advantageous unit type mix for the community. Developer also intends to investigate its preliminary assumptions on the affordability mix using current information on the inputs affecting affordability (e.g., construction costs, interest rates, etc.) and availability of prospective tenants in each target income bracket, and propose adjustments to reflect Developer's judgment on the most advantageous affordability mix for the community, and that is also feasible. Agency agrees to cooperate and work with Developer and not unreasonably withhold or delay its approval of any unit type mix or affordability mix proposed by Developer that is consistent with Agency's feasible goals for the Affordable Workforce Housing Project. However, should Developer's proposed unit type mix or affordability mix differ in such a way that Developer's Proposal is materially altered, Agency shall have the discretion to find that such modification is unacceptable. In the event the Agency and Developer are unable to reach an agreement on such modifications, Developer will either continue with Developer's Proposal or Agency and Developer will cease negotiations of a DDA and Ground Lease.

Developer has indicated its intent to issue at least two series of bonds or notes to finance the Affordable Workforce Housing Project. The first series would be the Series A bonds which Developer anticipates will represent seventy to eighty-five percent (70% - 85%) of the cost of the Affordable Workforce Housing Project. The Series A bonds will be issued through the Idaho Housing and Finance Association ("IHFA") and will be double tax exempt. These Series A bonds will be secured by the Affordable Workforce Housing Project, including Developer's leasehold interest in the Ground Lease, but not the Agency's fee simple estate in the Site. The Series A bonds will be subordinate to the Ground Lease. Agency agrees to enter into any subordination, nondisturbance and attornment agreement reasonably requested by IHFA to issue the Series A bonds, unrelated to the fee simple estate in the Site. The Series A bonds are expected to have a ten (10) year term, but the term may be adjusted to reflect then current market conditions for tax exempt bond financing.

The second series are intended to be Series E (employer) notes issued by the owner of the Affordable Workforce Housing Project (i.e., the Trust's wholly owned subsidiary) and sold to governmental employers and 501c3 employers. The Series E notes will be assigned to a specific dwelling unit in the Affordable Workhouse Housing Project. During the term of the Series E note, the holder thereof will have a priority right to nominate eligible persons and families to lease the assigned dwelling unit, subject to all applicable laws and regulations. The Series E notes may be fully taxable. The Series E notes will not be secured. The Series E notes are expected to have a ten (10) year term, but the term may be adjusted to reflect then current market conditions.

The Parties recognize that, depending on market conditions: (i) the bonds and notes may altered to achieve the most favorable financing rates and terms that may be available for the Affordable Workforce Housing Project; and (ii) other financing instruments may be issued to ensure that Affordable Workforce Housing Project is fully financed.

On or before May 31, 2023, Developer shall provide Agency with the timeline and process to obtain such financing and the specific IHFA programs utilized.

The specific unit type mix, affordability mix and affordability monitoring will be further negotiated through approval of the DDA and Ground Lease. The Parties will work together to identify a monitoring agent, which may be self-reporting by the Trust or a third-party monitoring agent. Agency recognizes that IHFA will require monitoring and reporting for the Series A bonds, and Agency may accept the IHFA Series A bond monitoring and reporting requirements as satisfactory if they are reasonable.

### **Section 808 Availability of City Funds**

Developer seeks to coordinate with City to determine the availability of funding for affordable and/or workforce housing projects. Developer shall provide Agency with information as to City funding and/or partnership opportunities as information becomes available. Likewise, Agency shall provide Developer with information as to Agency funding and/or partnership opportunities as information becomes available

### **Section 809 Structured Parking**

Developer's Proposal as part of the Affordable Workforce Housing Project includes two options for parking at the Site. Option A consists of forty-four (44) surface stalls to be used exclusively by the occupants of the Affordable Workforce Housing Project. Option B adds a parking garage (i.e., the "Garage") comprised of two below-grade levels of parking and a surface parking lot resulting in ninety-one (91) stalls of which twenty (20) are surface stalls to be utilized by the occupants of the Affordable Workforce Housing Project (i.e., the "Project Parking") and seventy-one (71) below-grade stalls to be used as parking for the general public (i.e., the "Public Parking").

It is anticipated that the Agency intends to support the creation of the Public Parking through the direct ownership, operation and financing of the Public Parking. Considering the various ownership and financing structures related to the parking associated with the Site, on or before May 31, 2023, Developer will provide Agency with the following preliminary data:

- the then current construction budget for both the Project Parking and the Public Parking, including specific cost allocation methodologies for soft costs and hard costs, and information and/or standards that support the proposed allocation methodologies;
- term sheet concerning ownership structure of the Garage, including identification of parties with an ownership interest;
- parking management of the Garage, including any proposed shared use (with the understanding that the operator of the Public Parking will be responsible for management of the use of the Public Parking); and
- allocation of stalls between the Project Parking and the Public Parking.

(collectively, the "Preliminary Parking Data").

On or before June 30, 2023, Agency will notify Developer of Agency's intent with respect to Agency providing support for Public Parking, including Agency's plan for any Agency participation in the ownership, operation and financing of the Public Parking.

The DDA will include negotiated terms related to the parking for the Affordable Workforce Housing Project, including funding, ownership, management, and operations.

### **Section 810 Ground Floor Activation**

Developer's Proposal as part of the Affordable Workforce Housing Project includes an activated ground floor concept. The ground floor concept includes possible retail and office space uses, with the possibility of residential amenities as well. It is contemplated that these spaces on the ground floor will be sized in a manner to accommodate a flexible range of uses from small office space to larger restaurant space. The DDA will specify the general nature of this ground floor use and the specific development plan, recognizing that specific tenants and development details will not be available at the time the DDA is executed.

Agency recognizes that Developer is investigating potential ground floor users that may be supportive to the community or the Affordable Workforce Housing Project, but that also require alterations to the current ground floor layout in Developer's Proposal, and other aspects of the Site development (including the Public Parking or the Garage). Agency agrees to work together cooperatively and creatively to accommodate the needs of any potential ground floor users that may contribute to the community or the Affordable Workforce Housing Project. Agency recognizes that the cooperation may include subdividing the ground floor area into a separate sublease parcel or condominium unit(s) to accommodate the financing, development or use of the ground floor area.

### **Section 900 GENERAL PROVISIONS**

#### **Section 901 Notices**

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and Developer as set forth below. Routine communication may be by first class mail, e-mail, facsimile, or telephone.

Agency  
Suzanne Frick, Executive Director  
Ketchum Urban Renewal Agency  
P.O. Box 2315  
191 5<sup>th</sup> Street  
Ketchum, ID 83340  
(208) 727-5086  
sfrick@ketchumidaho.org

With a copy to:

Abigail R. Germaine  
Ryan P. Armbruster

Elam & Burke, P.A.  
251 E Front St, Ste. 300  
PO Box 1539  
Boise, ID 83701  
(208) 343-5454  
arg@elamburke.com  
rpa@elamburke.com

deChase  
J. Dean Papé  
deChase Miksis Development LLC  
1199 Shoreline Drive, #290  
Boise, Idaho 83702  
(208) 830-7071 (voice)  
dean@dechase.com

With a copy to:

Anne C. Kunkel  
Varin Thomas Corporate Services LLC  
242 North 8<sup>th</sup> Street, Suite 220  
Boise, Idaho 83702  
(208) 584-1266 (voice)  
(877) 717-1758 (fax)  
anne@varinthomas.com

Wood River Community Housing Trust, Inc.  
Steven Shafran  
Woodriver Community Housing Trust  
PO Box 7840  
Ketchum, Idaho 83340  
(208) 721-2725 (voice)  
steve@wrcht.org

With a copy to:

Franklin G. Lee  
Givens Pursley LLP  
601 West Bannock Street  
Boise, Idaho 83702  
(208) 388-1200  
franklee@givenspursley.com

### **Section 902 Remedies and Damages**

Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse. Agency's only recourse and security for Developer's obligations shall be retention of the Deposit as provided herein. In the event of any legal proceeding described in this Section 902 between the Parties to this Agreement to enforce any

provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party shall recover its reasonable attorney fees, at trial and upon appeal, in addition to all other third-party costs and damages allowed, as determined by the Court.

**Section 903 No Recordation**

In no event shall any Party record this Agreement, or any memorandum hereof or otherwise encumber the Site by reason of this Agreement or the negotiations contemplated hereby.

**Section 904 Successors and Assigns**

No Party may assign or delegate its obligations under this Agreement without the written consent of each other Party hereto, which consent may not be unreasonably withheld or delayed. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

**Section 905 Counterparts**

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

**Section 906 Local Project Management**

Mark Edlen of Trust shall serve as Developer’s liaison and will be reasonably available to Agency.

**Section 907 Computation of Time**

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, “legal holiday” means any holiday as defined by Idaho Code § 73-108.

**Section 908 Anti-Boycott Against Israel Certification.**

In accordance with Idaho Code § 67-2346, Developer, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

**Section 1000 TERMINATION**

**Section 1001 Termination by Mutual Agreement**

This Agreement may be terminated at any time by the written consent of the Parties. In the event of such termination, Deposit shall be refundable as set forth in Section 103 and neither Party shall have any further rights against or liability to the other under this Agreement.

**Section 1002 Termination Due to Inability to Agree on the DDA Terms**

Upon termination of this Agreement at the expiration of the Negotiation Period, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate the DDA and Ground Lease acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Agency, and Agency shall not seek reimbursement for costs and expenses from Developer, except to retain all or a portion of the applicable Deposit as provided in Section 103.

**Exhibits**

- Exhibit A      Legal Description of Site and Map of the Site**
- Exhibit B      Developer's Proposal**
- Exhibit C      Schedule of Performance**

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

January 17, \_\_\_\_\_, 2023

AGENCY

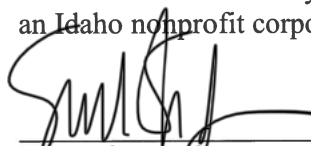
THE URBAN RENEWAL AGENCY OF  
THE CITY OF KETCHUM, also known as  
KETCHUM URBAN RENEWAL AGENCY

  
\_\_\_\_\_  
Susan Scovell, Chair

\_\_\_\_\_, Jan, 27 \_\_\_\_\_, 2023

TRUST

Wood River Community Housing Trust, Inc.,  
an Idaho nonprofit corporation

  
\_\_\_\_\_  
By: Steve Shafran, President  
Name: \_\_\_\_\_

\_\_\_\_\_, January, 26 \_\_\_\_\_, 2023

deChase

deChase Development Services LLC,  
an Oregon limited liability company

\_\_\_\_\_  
By: J. Dean Pape', Manager  
Name: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

January 17, 2023

AGENCY

THE URBAN RENEWAL AGENCY OF  
THE CITY OF KETCHUM, also known as  
KETCHUM URBAN RENEWAL AGENCY

  
Susan Scovell, Chair

\_\_\_\_\_, 2023

TRUST

Wood River Community Housing Trust, Inc.,  
an Idaho nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_

January, 26, 2023

deChase

deChase Development Services LLC,  
an Oregon limited liability company



Digitally signed by Justin Dean Pape  
DN: C=US, E=dean@dechase.com, O="deChase  
Development Services, LLC", OU=Principal,  
CN=Justin Dean Pape  
Date: 2023.01.26 13:41:35-07'00'

By: J. Dean Pape, Manager  
Name: \_\_\_\_\_

**Exhibit A**  
**Legal Description of the Site and Site Map**

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.



**Exhibit B**  
**Developer's Proposal**

**Exhibit C**  
**Schedule of Performance**

<b>Task</b>	<b>Completion Date</b>	<b>Comments</b>	<b>Section Reference</b>
Effective Date	Date Agreement signed by all Parties (last date signed)		000/102
Negotiation Period	Commences on the Effective Date and shall terminate one hundred eighty (180) days thereafter	Agency may extend the Negotiation Period an additional sixty (60) days without payment by Developer  If Developer requests extension, an extension fee of \$5,000 may be required.	102
Deposit	Within fifteen (15) days of the Effective Date	\$10,000	103
Environmental Reports	Within thirty (30) days of the submission of Deposit by Developer, Agency to provide any reports to Developer.		205
Financing		Developer to provide Agency on or before 05/31/2023, with timeline and process to obtain bonding and utilization of IHFA programs.	807
Community Outreach			804
Preliminary Parking Data	Due to Agency by 05/31/2023		809
Reuse Appraisal	Must be completed prior to closing on DDA		300
Design Development Plan	Developer to provide Design Development Plan		201
Termination Date/Deadline for Developer to execute a mutually approved DDA	One hundred eighty (180) days after the Effective Date.	Unless extension provided.	102

## Attachment B



P.O. Box 2315 | 191 5<sup>th</sup> Street | Ketchum, ID 83340

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February 21, 2023

VIA EMAIL: [dean@dechase.com](mailto:dean@dechase.com)  
[steve@wrcht.org](mailto:steve@wrcht.org)

DeChase Development Services LLC  
J. Dean Pape  
1199 Shoreline Drive #290  
Boise, Idaho 83702

Wood River Community Housing Trust, Inc  
Steven Shafran  
Woodriver Community Housing Trust  
PO Box 7840  
Ketchum, Idaho 83340

Re: List of Outstanding Items Provided Pursuant to ANE related to the 1<sup>st</sup> and Washington Project.

Dear Dean and Steven:

The following provides a non-exhaustive list of the items the Ketchum Urban Renewal Agency (“KURA”) believes are outstanding and requiring further information and negotiation, as required by Section 201 and Section 801 of the Agreement to Negotiation Exclusively (“ANE”). Pursuant to Section 201 and 801, thirty (30) days after execution of the ANE, prior to February 27, 2023, KURA agreed to provide a list of what it believed to be the outstanding items and topics requiring negotiation. The following is a high-level overview of the items KURA believes must be resolved prior to execution of a ground lease and development and disposition agreement. This list is by no means exhaustive and is intended to provide a starting place for conversation and negotiation. It is anticipated that, as design and project development continues, this list may need to be amended or added to.

- 1) Items Provided Pursuant to Section 201. The following are general project issues that should be addressed by the parties:
  - a. Mix of Unit Sizes. The proposal is weighed toward studio units. Explore the feasibility of providing more 1-bedroom units.
  - b. Unit Income Levels. The proposal indicates maximum AMI at 155%. Discussion and evaluation of higher AMI levels for some of the units.

- c. Resident Parking. Determine the number of dedicated resident parking spaces that need to be provided. Explore a shared parking scenario where the majority of resident parking could be shared public parking.
- d. Public Parking. Explore developer contribution toward on-site public parking.
- e. Parking Operations. If public parking is included in the project, address the operation and maintenance of public parking.
- f. Public Parking Financing. Discuss the options of the developer financing parking structure with lease back or reimbursement from KURA.
- g. Idaho Power Issues. Address relocation and/or incorporation of Idaho Power equipment on site. Explore project design to address required separation requirements and/or undergrounding overhead power lines in alley.
- h. Ground Floor Uses. Identify the ground floor uses proposed for the project and address any parking implications.
- i. KURA Financial Participation. Determine the amount of funding required by KURA.
- j. Public Outreach. Determine public outreach to be conducted for the project approval process.

2) Items Provided Pursuant to Section 801. The following are design development issues that should be addressed by the Parties:

- a. The building above the first floor should incorporate features such as stepbacks, different materials, and building fenestration to reduce the perceived building mass and break up the linear uniformity of the project particularly on the east and west elevations. Concept design appears somewhat monolithic with little or no variation on the street elevations above the first floor. We encourage the use of vertical and horizontal architectural features and materials to achieve modulation of the building that gives the perception that there is more than one structure rather than one long building.
- b. Stepbacks and modulation mentioned above will also have a positive impact on the long and continuous roofline at the top floor which accentuates the building's size and flatness. We encourage evaluation of accents, stepbacks, or notches to vary the roofline at the top level of the building.
- c. All building elevations above the first floor will be visible and should provide the same level of articulation to ensure the building design is consistent and interesting on all four elevations. The 5-foot average setback for the building is calculated at each floor, not just the ground floor. It should be noted that setback areas on the ground floor that are covered by the floor above are not counted toward the average setback calculation.

- d. The renderings show external paneling that projects out from the façade wall to accent the windows. Details of the material were not included; however, it appears to be a metal mesh paneling application. We recommend further evaluation of this treatment as it does not fully achieve the desired effect of breaking up the façade walls.
- e. The concept design uses an extensive amount of grey cement shingle cladding which is not a material that is used widely or with that prominence within this area of the community core. We recommend evaluating a warmer color palette with use of wood accents where appropriate. Additionally, the light-colored brick seems a bit muted and flat against the grey shingle. We recommend the evaluation of a stone material with more depth in color variation.
- f. Consider the placement of the garden roof on the street side of the project rather than the alley side. This is an interesting element of the building; however, the placement may create a challenging environment for this to thrive due to the sun exposure.
- g. Corners at 1<sup>st</sup> and Washington and 2<sup>nd</sup> and Washington should be well defined and distinguished from the rest of the building from the ground level upward. The concept plans distinguish the 1<sup>st</sup> and Washington corner with a material change and slight pop out of the corner. We recommend consideration of more articulated architectural features and materials.
- h. Ground floor design should be interactive for the pedestrian providing an engaging and connected experience at street level. Architectural features of the ground floor should be accentuated so that the focal point of the building is the ground floor and the building corners, not the upper floors. The ground floor should be designed with clear visibility into ground floor uses. Due to the type of materials currently proposed and the design of the upper floors, the upper floors dominate the building and appear to shorten the perceived height of the ground floor. We recommend consideration of stepping back the building above outdoor seating areas as a way of opening those areas up and highlighting the spaces more.
- i. 2<sup>nd</sup> Street elevation (north elevation) needs refinement to provide a more pedestrian oriented design. That elevation on concept plans shows blank walls and little pedestrian interaction. All street elevations must be engaging. Minimal use of metal screen paneling can be appropriate when screening utilities and other mechanical equipment but should be minimized as much as possible particularly when facing a pedestrian sidewalk.
- j. ROW standards for this site will require 8-foot sidewalks around the length of the project. The conceptual site plan shows bump outs along the Washington Avenue side of the project. Per the city's street standards, this side of the project would need to be snow melted. All right-of-way standards can be found [HERE](#).



- k. The conceptual site plan appears to show a garbage area adjacent to the alley, which is the desired location. However, the size and orientation of the area will need to be further evaluated. The dumpsters will need to be on rolling racks to extend into the alley to allow for servicing by Clear Creek Disposal. Due to the width of the alley, turning into a loading/unloading area to conduct trash handling will be difficult. Handling of garbage and recycling will need to be dialed in based on the number of dumpsters and recycling carts used to service the development.
- l. This review does not include any verification of dimensional standards or other code compliance items applicable in the CC-2 zone district.

3) Other ANE Requirements.

- a. Financing. Pursuant to Section 807 of the ANE, on or before May 31, 2023, the developer is to provide KURA a timeline and process for obtaining project financing and the utilization of IHFA programs.
- b. Deposit. The developer provided the required deposit to KURA on February 13, 2023.
- c. Environmental Reports. KURA provided the developer with any environmental reports in KURA's possession regarding the site on February 14, 2023.
- d. Structure Parking. The developer is to provide KURA certain information related to the structure parking, prior to May 31, 2023, as outlined in Section 809 of the ANE.
- e. KURA Support of Parking. Pursuant to Section 809 of the ANE, KURA will notify the developer of KURA's intent with regard to financing, owing, or operating public parking related to the project.

We look forward to working through these items with your team. Should you have any questions please do not hesitate to contact Suzanne Frick.

Sincerely,

Susan Scovell  
Chair, KURA

Cc: Mark Edlen, Wood River Community Housing Trust

## Attachment C

## 07 - CONCEPTUAL DESIGN DRAWINGS

The project envisions a structure wrapping the street level parking with retail and efficiently configures housing on the levels above. The four-story volume is organized along a T-Shaped, double-loaded corridor that takes advantage of the Washington Avenue and First Street frontages and views. Units are set back from the alley side and the fourth floor is set back to be sensitive to adjacent buildings.

The design of the building creatively integrates elegant and durable materials which can be found in the surrounding context of Ketchum. Sustainable elements are woven into the design of the structure including generous fenestration, shading elements, vegetated roofs, solar panels, and rainwater harvesting.



pivot north

# 07 - CONCEPTUAL DESIGN DRAWINGS

The proposed design aims to energize the ground floor by lining the parking in a mix of uses. Retail, commercial, and residential amenity functions will activate the street during different times of the day contributing to a vibrant walkable downtown.



pivot north

# 07 - CONCEPTUAL DESIGN DRAWINGS

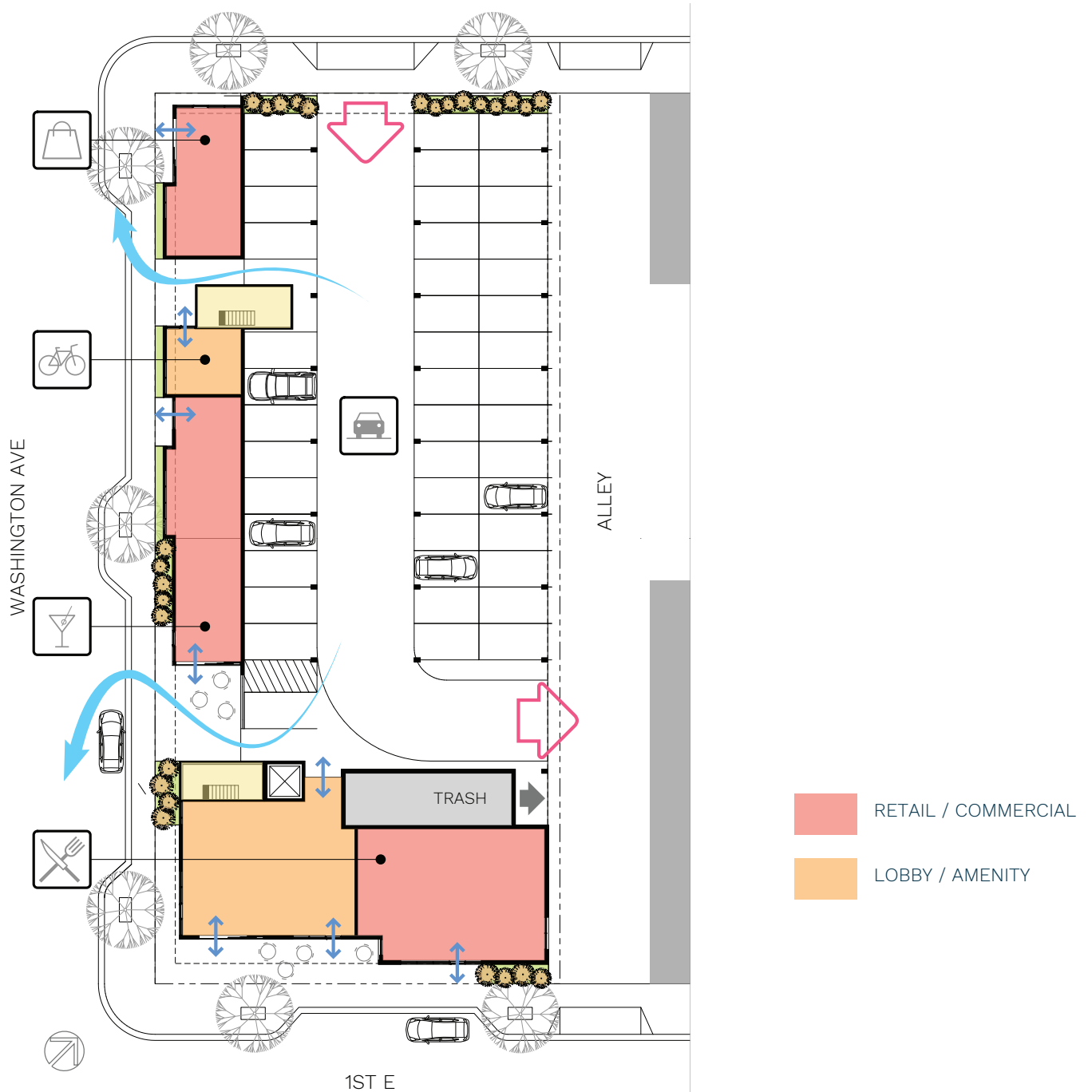
The retail and amenity spaces are broken up into a variety of scales which can provide a flexible range of uses from small-scale offices to retail to restaurants.

Punctuating these volumes are openings that provide connections through the building, creating a pedestrian-oriented structure.



# 07 - CONCEPTUAL DESIGN DRAWINGS

## CONCEPT SITE PLAN



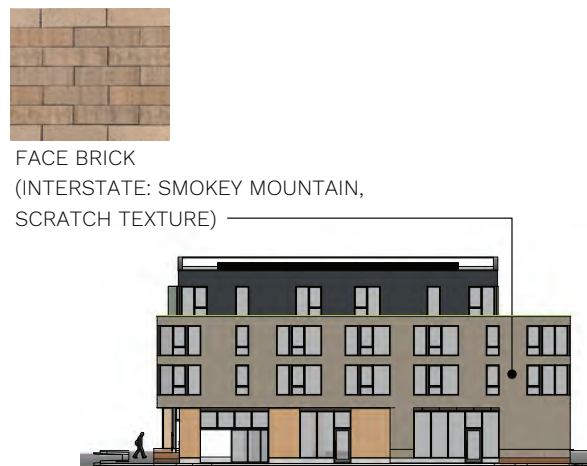
SCALE: 1" = 30'-0"

# 07 - CONCEPTUAL DESIGN DRAWINGS

## CONCEPT ELEVATIONS



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



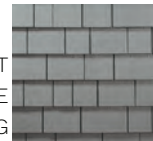
PERFORATED STEEL  
SCREEN WALL



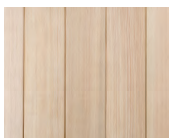
FACE BRICK  
(INTERSTATE: SMOKEY MOUNTAIN,  
SCRATCH TEXTURE)



GARDEN ROOF  
(LiveRoof Standard)



FIBER CEMENT  
STRAIGHT EDGE  
SHINGLE CLADDING



VERTICAL T&G WOOD CLADDING AND  
DARK BRONZE STOREFRONT SYSTEM

# 07 - CONCEPTUAL DESIGN DRAWINGS

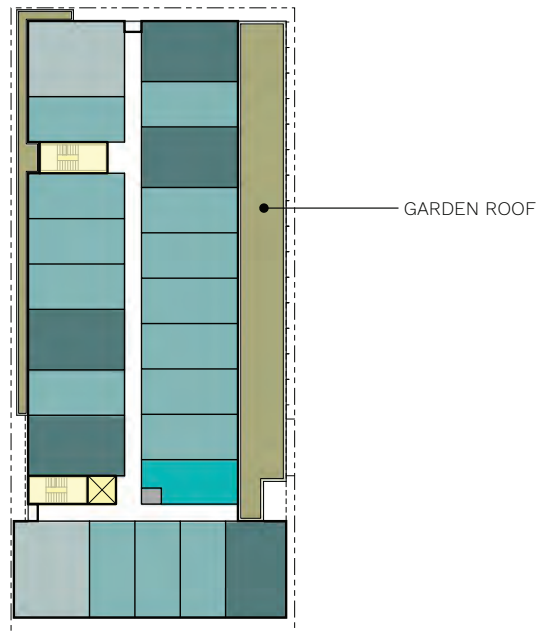
## CONCEPT PLAN - OPTION A

### OPTION A

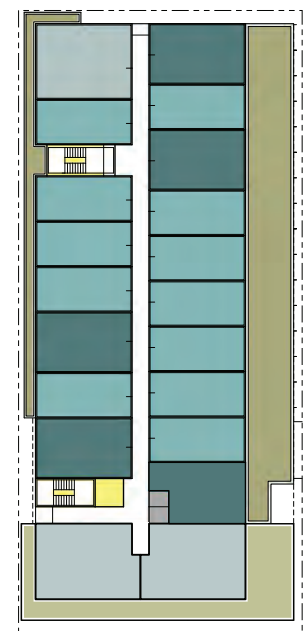
66 workforce units  
44-stall surface parking  
lot tucked under the  
building

Option A provides 44 surface-level tuck-under parking stalls accessed off the alley which will be allocated between the residences and retail space.

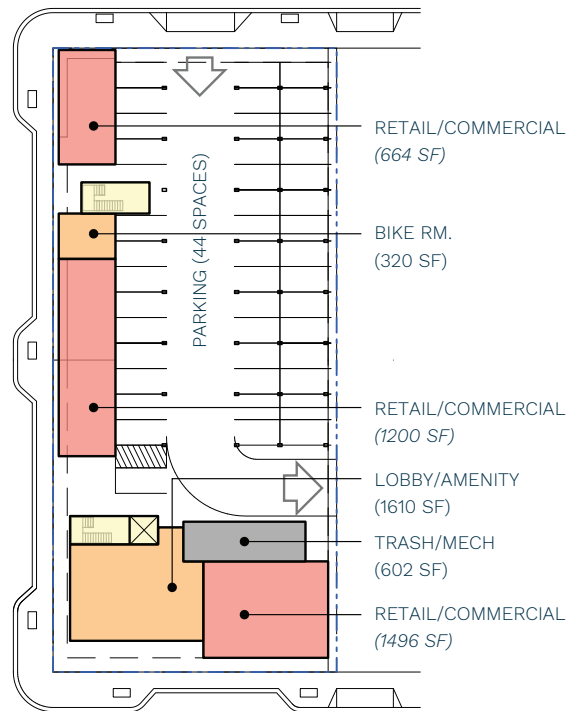
Understanding that deed-restricted units less than 750 sf and retail at less than 5,500 sf are exempt from City parking requirements, this total far surpasses the seven parking stalls required for the remaining two-bedroom units.



2nd & 3rd FLOOR PLAN



4th FLOOR PLAN



GROUND FLOOR PLAN\*



- 2BD ROOM UNIT
- 1BD ROOM UNIT
- STUDIO UNIT
- RETAIL / COMMERCIAL
- LOBBY / AMENITY

**NOTE:**

OPTION B UPPER LEVEL PLANS (2nd - 4TH) ARE SIMILAR IN LAYOUT TO OPTION A.



# 07 - CONCEPTUAL DESIGN DRAWINGS

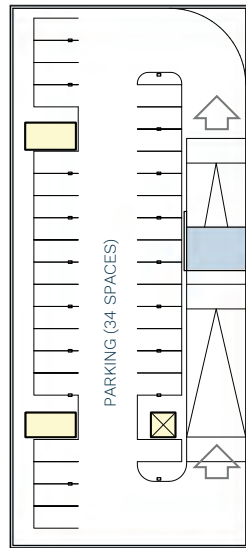
## CONCEPT PLAN - OPTION B

### OPTION B

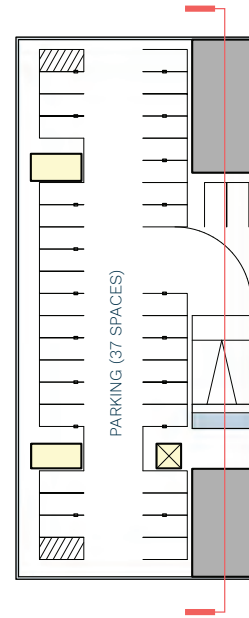
63 workforce units  
 91-stall, 2-level, below-grade parking garage that maximizes the public/private parking goals of the site

Option B maximizes the site's potential for parking by providing a combination of surface-level parking and two levels of below-grade parking. Due to the dimensional constraints of the site, this combination was only able to achieve a total of 91 parking stalls.

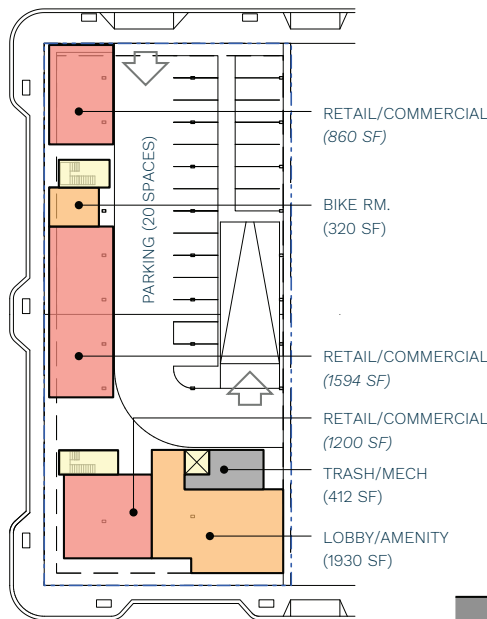
While greater than Option A, when taking into consideration the cost of excavation and constructing structured parking, Option B is ultimately less efficient. Please refer to the Project Financing section for greater detail.



PARKING LEVEL 1

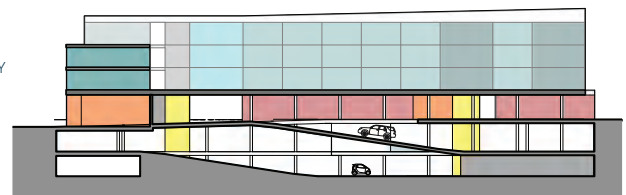


PARKING LEVEL 2



GROUND FLOOR PLAN

- RETAIL / COMMERCIAL
- LOBBY / AMENITY
- ELEC./MECH./SERVICES

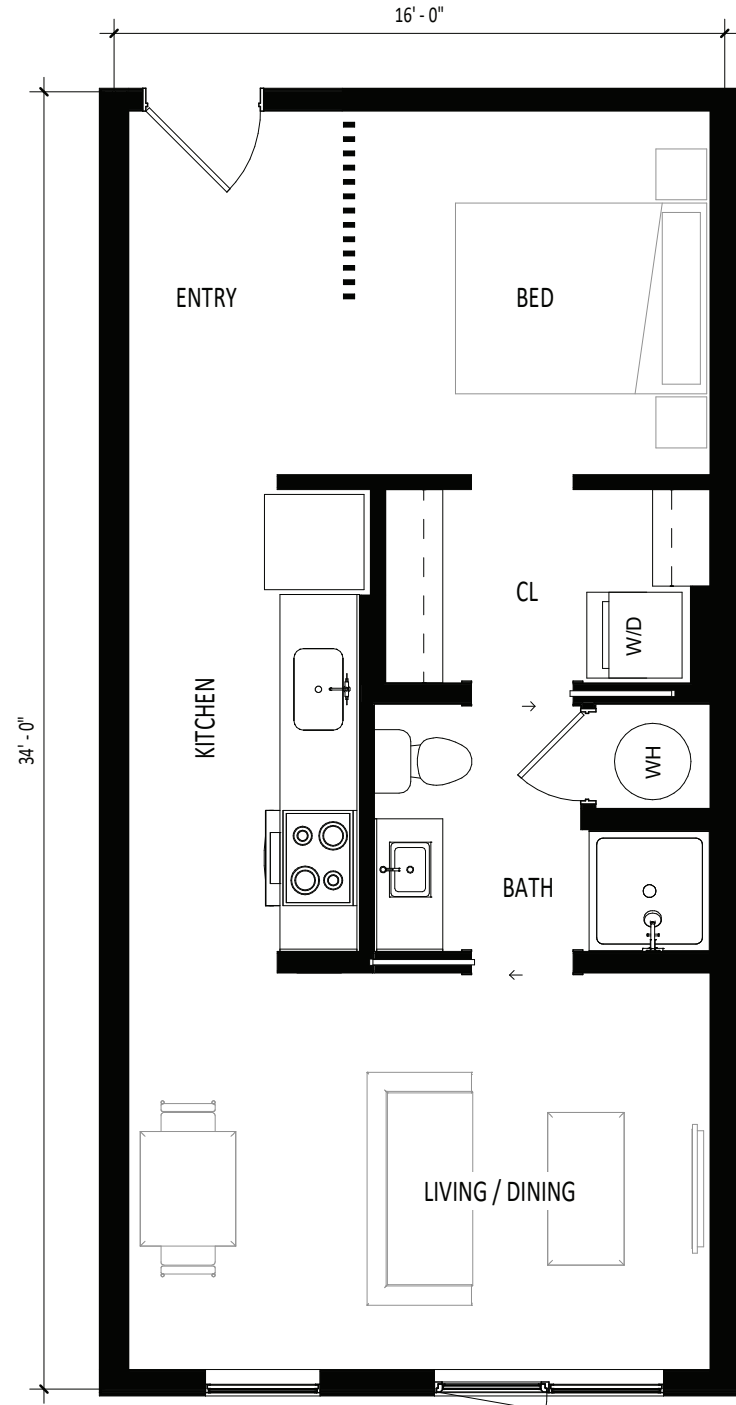


LONGITUDINAL SECTION

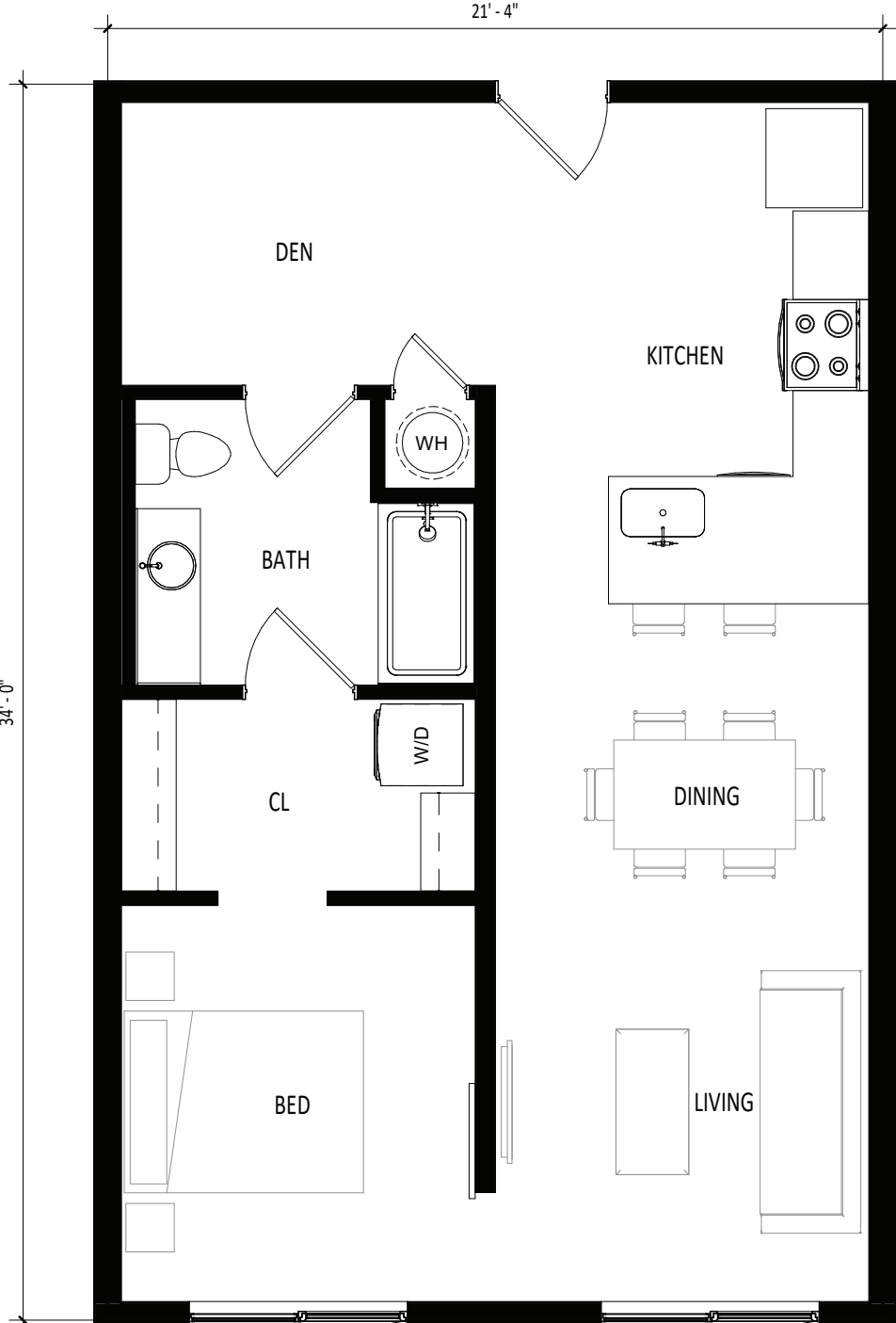
**NOTE:**  
 OPTION B UPPER LEVEL PLANS (2nd - 4TH) ARE SIMILAR IN LAYOUT TO OPTION A.

# 07 - CONCEPTUAL DESIGN DRAWINGS

UNIT PLAN - STUDIO



UNIT PLAN - 1 BEDROOM



UNIT PLAN - 2 BEDROOM

