



SPECIAL MEETING-KETCHUM URBAN RENEWAL AGENCY

**Monday, June 24, 2024 at 2:00 PM
191 5th Street West, Ketchum, Idaho 83340**

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

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

Join the Webinar:

Webinar ID:

Join us at City Hall.

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

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

CALL TO ORDER:

ROLL CALL:

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:

1. Public Comment from James Hungelmann
2. Public Comment From Ketchum Business Advisory Board

CONSENT CALENDAR: (ALL ACTION ITEMS)

3. ACTION ITEM: Approval of May 20, 2024 Minutes
4. ACTION ITEM: Approval of Bills

ACTION ITEMS:

5. ACTION ITEM: Recommendation to Review and Provide Direction on Proposed Plans for First + Washington Project and Schedule a Public Workshop



- [6.](#) ACTION ITEM: Direction to Terminate KURA Agreement 50060, License for Access and Use of First and Washington Property, with the City of Ketchum
- [7.](#) ACTION ITEM: Recommendation to Approve Agreement 50093 with Robin Brady with Integra Realty Resources to Prepare Reuse Appraisal for First and Washington Property
- [8.](#) ACTION ITEM: Review and Direction on Proposed FY25 Budget and Capital Improvement Plan
9. ACTION ITEM: Discussion and Direction on July 2024 KURA Meeting

ADJOURNMENT:

From: [James Hungenmann](#)
To: [Neil Bradshaw](#); [Amanda Breen](#); [Courtney Hamilton](#); [Tripp Hutchinson](#); [Spencer Cordovano](#); [Participate](#); [Suzanne Frick](#); [Shellie Gallagher](#); [Trent Donat](#)
Subject: public comment: TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA
Date: Wednesday, June 5, 2024 5:17:34 PM
Attachments: [KURA SHUTDOWN LAWSUIT june 5 2024.pdf](#)

Date June 5, 2024

To Ketchum City Council and Mayor
Ketchum Urban Renewal Agency Board

Re General Public Comment/ *for the record*
KCC meeting of June 17, 2024
KURA Meeting of June 17, 2024

Subject

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

Introduction

This submission to the public record lays out the legal case of certain Ketchum Taxpayers against Ketchum City and the Ketchum Urban Renewal Agency (KURA) and various of its wrongful actors. It is intended to facilitate public understanding and discourse as well as determination of appropriate legal action under consideration. It is not legal advice to anyone.

Relief Requested

This litigation would seek the following relief from the Court:

1. A Judgment Declaring that the existence and operation of KURA is and has been illegal from the start of its existence, in flagrant violation of clear and unambiguous Idaho Constitutional and Statutory Law;
2. A Permanent Injunction prohibiting KURA from continuing in existence and forcing the shutdown and orderly dismantling of all its illegal projects, in full compliance with law; and,
3. An award of court costs and attorneys' fees required to bring a halt to defendants' ongoing violation of Constitution and law.

Statement of the Case

1. The Idaho Constitution prohibits a municipality from incurring an indebtedness or liability exceeding its income and revenue for a specific year unless there is two-thirds voter approval for it and provisions are made for collection of an annual tax sufficient to cover interest and principal when due. (Idaho Constitution Article VIII Section 3.)
2. The purpose of this Constitutional Mandate is to ensure fiscal responsibility and prevent Idaho municipalities from accumulating excessive debt. It requires any large borrowing to be directly approved by the voters with clear plans in place to repay the borrowed money responsibly over time. This requirement helps maintain the financial stability of municipalities and ensures that they operate within their means, preventing

budget deficits and potential financial crises. By adhering to this mandate, Idaho municipalities are forced to manage their finances prudently, prioritize spending, and maintain balanced budgets.

3. The Idaho Urban Renewal Law, Idaho Code Section 50-2001 et seq., provides a means by which Idaho municipalities may legally “end-run” this Constitutional prohibition, by setting up an urban renewal agency essentially to do what it cannot do with respect to incurring debt for capital projects without the need for voter approval.

4. However, this statutory “exception” to the Constitutional Mandate is available only if there exist conditions in the municipality that are “deteriorated” or “deteriorating” which the municipality seeks to remedy or alleviate by “urban renewal”. Specifically, a qualifying "urban renewal project" may include undertakings and activities of a municipality in an urban renewal area only *for the elimination of deteriorated or deteriorating areas and for the prevention of the development or spread of slums and blight* and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan. [Idaho Code Sections 50-2002, 50-2005]. If such deteriorated or deteriorating, blight-ridden conditions are not in place, the mechanism of Urban Renewal is not available to the municipality and the Constitutional Mandate controls.

5. “Deteriorated” or “deteriorating” are terms that are thoroughly, precisely and unambiguously defined in Idaho Urban Renewal Law to describe conditions so broken-down and dangerous as to constitute a bona fide threaten to public health, safety and morals:

(8) *"Deteriorated area"* shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors *is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. . . .*

(9) *"Deteriorating area"* shall mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability *and is a menace to the public health, safety, morals or welfare in its present condition and use; . . .*

[*emphases added*, Idaho Code Section 50-2018]

6. Despite what is asserted in “boilerplate” Resolutions establishing KURA in 2006 and restating and expanding it in 2010, it is factually indisputable that from the inception of KURA in 2007 through the present date, there never has existed anywhere with the City of Ketchum any conditions even remotely constituting dire danger and a menace or threat to public health, safety, morals or welfare, as required for lawful creation of any urban renewal agency in Idaho.

7. Ketchum’s Urban Renewal Plan adopted in 2006 by Ketchum City Council Resolution 06-034 and reaffirmed in 2010 by City Council Resolution 10-026 is fatally flawed. Each Resolution cites as its *raison d’être* numerous factual assertions, most of which were and are false:

“*Substantial amount of deteriorated or deteriorating structures including*

- A lack of affordable workforce housing
- A lack of affordable downtown retail space
- Stalled population growth at 3000
- Weekday traffic congestion and parking difficulty
- A preponderance of defective and inadequate street layouts
- Leading to an unsafe pedestrian environment and difficulty way finding
- Unsafe conditions
- Substantial economic underdevelopment . . .”

Importantly, even if all these “asserted facts” were true, they are legally irrelevant, as they fall far short of meeting the criteria for *deteriorated or deteriorating conditions* as clearly and exhaustively defined by law, Idaho Code 50-2018 recited above.

8. The boilerplate assertion in these city council Resolutions, that the conditions described in paragraph 7 are "all impairing or arresting the sound growth of the city, retarding the provision of housing accommodations, and constituting an economic and social liability and a menace to the public safety, health, morals, and welfare in its present condition," is a serious falsehood. It reflects disregard for the rule of law on the part of certain officials seeking to bootstrap their way to gain "authority" to shape Ketchum's development future without adhering to the strict financial responsibility and voter approval requirements mandated by the Idaho Constitution.

9. As posited by the defendants, the law would allow them free reign to orchestrate the future of downtown Ketchum including via large capital projects requiring significant long-term debt.

According to its Mission and Vision statement, the Ketchum Urban Renewal Plan, and the KURA website, Ketchum city officials have ambitious plans to use KURA to create what they envision as a “better world” for Ketchum. They aim to address a wide range of issues they believe require urban renewal intervention, all without voter oversight or control, including the following:

- Affordable” workforce housing downtown
- Improvements to streets, sidewalks and other public infrastructure
- Parking lots/structures. public parking in anticipation of long-term downtown

growth and development.

- \$1.5 million “contribution” from KURA to help fund Ketchum City’s main street project
- 4th Street Heritage Corridor Project - a multi-phase streetscape renovation designed to increase street life through wider sidewalks, outdoor seating, landscaping, and public art. a unified streetscape from the Library southwest to the Ketchum Post Office
- The Walkable Ketchum Project: Making Ketchum More Pedestrian Friendly

In addition, KURA has a five-year capital budget calling for spending many millions of dollars to address a wide range of “perceived needs” for Ketchum:

- Underground power lines for Main Street
- Master plan for town square
- Reimburse Bluebird for infrastructure
- Town square improvements
- Infrastructure for housing
- Pump park relocation
- Wagon museum improvements
- Bike improvements
- Forest Service housing
- “Sustainability projects”
- Recreation facilities
- Parks and open space
- Underground power lines

10. However, as a matter of law, the Urban Renewal Agency vehicle is not available for perceived altruistic projects of any type including all the projects in KURA’s purview listed in paragraph 9 above, regardless of the intentions or professional competency of the defendants. Again, an urban renewal agency can become established and empowered to act only if there are conditions in the municipality that are *deteriorated or deteriorating* as those terms are thoroughly and precisely defined in the law, and, as indicated in paragraph 6 above, no such conditions have ever existed in Ketchum.

The improper establishment and continued operation of KURA has enabled a small group to act as the dominant drivers of Ketchum’s development, operating outside the transparency and accountability mandated by law. KURA represents an unlawful interference with free market development of Ketchum pursued in compliance with Constitutional and law. The development of the city according to the whims of a few appointed overseers with funding from burdensome debt is precisely what the Constitutional provision is designed to prevent.

11. Whether any of the many projects indicated in paragraph 9 should be pursued by Ketchum City is up to the city council and the voters. Development should take place in an orderly fashion under transparent public scrutiny and with voter approval of any projects involving significant indebtedness.

Most Ketchum residents treasure the casual mountain western culture and lifestyle and

oppose “robust development” as envisioned by KURA. They don’t want the ruination of quality-of-life, soaring property taxes, and other problems that abound in hyperdeveloped mountain resorts like Park City, Aspen and Vail.

12. To support its various projects, KURA has been provided with valuable city resources free of charge, enabling it to circumvent constitutional restrictions that prevent the city from undertaking these actions directly. This practice also undermines the transparency and accountability of city employees. Currently, individuals working "part-time" for KURA include the city treasurer, who also serves as KURA treasurer, and the city clerk and business manager, who also serves as KURA Secretary. Before transitioning to KURA employment in 2020, KURA's executive director similarly provided services to KURA while working full-time as the City Administrator for Ketchum.

13. Defendants would have taxpayers believe that the Urban Renewal Law should be liberally construed to allow them the right to develop Ketchum as they see fit. However, established rules of statutory construction strictly prohibit any expanded interpretation.

Idaho Code Section 73-113 mandates that “[t]he language of a statute should be given its *plain, usual and ordinary* meaning”. In the context of Idaho urban renewal law, the operative terms “deteriorated” and “deteriorating” are exhaustively and unambiguously defined. The statute is clear and precise that to constitute “deteriorated”, the conditions must be “. . . conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare..” Further, to constitute “deteriorating”, the conditions must constitute “a menace to the public health, safety, morals or welfare. . .” No such conditions have ever existed in Ketchum, Idaho, and none of the conditions asserted as justification for the establishment of KURA, listed in paragraph 7 above, even remotely meets these legal definitions.

Furthermore, it is well-established law that an interpretation of statutory language is not allowed if it results in a violation of fundamental constitutional protections, such as those contained in Article VIII, Section 3 of the Idaho Constitution that safeguard municipal fiscal responsibility and require public vote on significant debt-incurring projects.

14. With dismissive expressions like “The horse is out of the barn”, defendants would have the Ketchum public believe that because KURA has been in existence now going on 18 years, any objection from the public is too late to do anything about and must be disregarded. This position flies in the face of fact and law. In fact, public objection to the justification for the existence of KURA has been raised many times over the years, only to be ignored and dismissed out of hand by Ketchum’s mayor, city council, and KURA.

More significantly, as a matter of law, fundamental constitutional rights cannot be negated, waived, or estopped by inaction or acquiescence. This is because the protection of these rights is of paramount public importance. Acts that flagrantly violate Constitutional protections are considered void *ab initio* (from the beginning). They are inherently invalid, and no amount of inaction or acquiescence by the citizenry can make them valid. The Idaho Constitution says just that: “Any indebtedness or liability incurred contrary to this provision shall be void.” Article VIII Section 3.

Moreover, citizens retain the right to challenge unconstitutional actions regardless of how long those actions have been in place. Courts have the authority to declare null and void

laws and actions that violate constitutional provisions, and this power is not negated by the passage of time or acquiescence on the part of the public.

15. Because there is absolutely no legal basis for the existence of KURA, as a matter of law, Idaho Urban Renewal may not be used in Ketchum. Ketchum City may pursue capital projects involving serious indebtedness such as envisioned by KURA only if it first secures a vote of two-thirds of the qualified electors with an annual tax sufficient to pay principal and interest on such debt as it becomes due, in compliance with the Idaho Constitutional mandate.

16. Standing: Plaintiffs are tax paying residents of Ketchum who are at imminent risk of being harmed in exactly the way the Idaho Constitution was intended to prevent, specifically, loss of municipal fiscal responsibility and voter control over the city's future which adversely impacts all Ketchum residents.

17. Plaintiffs seek the following relief:

A. In accordance with Idaho Rule of Civil Procedure 57, a Judgment Declaring that the existence and operation of KURA is and has been illegal from the start of its existence, in flagrant violation of clear and unambiguous Idaho Constitutional and Statutory Law;

B. In accordance with IRCP 65, a Permanent Injunction against KURA and Ketchum City barring KURA from continuing in existence and forcing the immediate shutdown and unraveling of all its projects. There is no remedy at law adequate to address this ongoing serious constitutional violation that worsens daily as KURA expands its wrongful reach.

C. An award of court costs and attorneys' fees against defendants for wrongfully ignoring taxpayer demands for them to cease and desist from ongoing violation of Constitution and law thereby making this lawsuit necessary.

Respectfully,

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

Date June 5, 2024

To Ketchum City Council and Mayor
Ketchum Urban Renewal Agency Board

Re General Public Comment/
KCC meeting of June 17, 2024
KURA Meeting of June 17, 2024

Subject

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

Introduction

This submission to the public record lays out the legal case of certain Ketchum Taxpayers against Ketchum City and the Ketchum Urban Renewal Agency (KURA) and various of its wrongful actors. It is intended to facilitate public understanding and discourse as well as determination of appropriate legal action under consideration. It is not legal advice to anyone.

Relief Requested

This litigation would seek the following relief from the Court:

1. A Judgment Declaring that the existence and operation of KURA is and has been illegal from the start of its existence, in flagrant violation of clear and unambiguous Idaho Constitutional and Statutory Law;
2. A Permanent Injunction prohibiting KURA from continuing in existence and forcing the shutdown and orderly dismantling of all its illegal projects, in full compliance with law; and,
3. An award of court costs and attorneys' fees required to bring a halt to defendants' ongoing violation of Constitution and law.

Statement of the Case

1. The Idaho Constitution prohibits a municipality from incurring an indebtedness or liability exceeding its income and revenue for a specific year unless there is two-thirds voter approval for it and provisions are made for collection of an annual tax sufficient to cover interest and principal when due. (Idaho Constitution Article VIII Section 3.)
2. The purpose of this Constitutional Mandate is to ensure fiscal responsibility and prevent Idaho municipalities from accumulating excessive debt. It requires any large borrowing to be directly approved by the voters with clear plans in place to repay the borrowed money responsibly over time. This requirement helps maintain the financial stability of municipalities and ensures that they operate within their means, preventing budget deficits

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

and potential financial crises. By adhering to this mandate, Idaho municipalities are forced to manage their finances prudently, prioritize spending, and maintain balanced budgets.

3. The Idaho Urban Renewal Law, Idaho Code Section 50-2001 et seq., provides a means by which Idaho municipalities may legally “end-run” this Constitutional prohibition, by setting up an urban renewal agency essentially to do what it cannot do with respect to incurring debt for capital projects without the need for voter approval.
4. However, this statutory “exception” to the Constitutional Mandate is available only if there exist conditions in the municipality that are “deteriorated” or “deteriorating” which the municipality seeks to remedy or alleviate by “urban renewal”. Specifically, a qualifying "urban renewal project" may include undertakings and activities of a municipality in an urban renewal area only *for the elimination of deteriorated or deteriorating areas and for the prevention of the development or spread of slums and blight* and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan. [Idaho Code Sections 50-2002, 50-2005]. If such deteriorated or deteriorating, blight-ridden conditions are not in place, the mechanism of Urban Renewal is not available to the municipality and the Constitutional Mandate controls.
5. “Deteriorated” or “deteriorating” are terms that are thoroughly, precisely and unambiguously defined in Idaho Urban Renewal Law to describe conditions so broken-down and dangerous as to constitute a bona fide threaten to public health, safety and morals:

(8) *"Deteriorated area"* shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors *is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. . . .*

(9) *"Deteriorating area"* shall mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability *and is a menace to the public health, safety, morals or welfare in its present condition and use; . . .*

[*emphases added*, Idaho Code Section 50-2018]

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

6. Despite what is asserted in “boilerplate” Resolutions establishing KURA in 2006 and restating and expanding it in 2010, it is factually indisputable that from the inception of KURA in 2007 through the present date, there never has existed anywhere with the City of Ketchum any conditions even remotely constituting dire danger and a menace or threat to public health, safety, morals or welfare, as required for lawful creation of any urban renewal agency in Idaho.
7. Ketchum’s Urban Renewal Plan adopted in 2006 by Ketchum City Council Resolution 06-034 and reaffirmed in 2010 by City Council Resolution 10-026 is fatally flawed. Each Resolution cites as its *raison d’être* numerous factual assertions, most of which were and are false:

“*Substantial amount of deteriorated or deteriorating structures including*

- A lack of affordable workforce housing
- A lack of affordable downtown retail space
- Stalled population growth at 3000
- Weekday traffic congestion and parking difficulty
- A preponderance of defective and inadequate street layouts
- Leading to an unsafe pedestrian environment and difficulty way finding
- Unsafe conditions
- Substantial economic underdevelopment . . .”

Importantly, even if all these “asserted facts” were true, they are legally irrelevant, as they fall far short of meeting the criteria for *deteriorated or deteriorating conditions* as clearly and exhaustively defined by law, Idaho Code 50-2018 recited above.

8. The boilerplate assertion in these city council Resolutions, that the conditions described in paragraph 7 are "all impairing or arresting the sound growth of the city, retarding the provision of housing accommodations, and constituting an economic and social liability and a menace to the public safety, health, morals, and welfare in its present condition," is a serious falsehood. It reflects disregard for the rule of law on the part of certain officials seeking to bootstrap their way to gain "authority" to shape Ketchum's development future without adhering to the strict financial responsibility and voter approval requirements mandated by the Idaho Constitution.
9. As posited by the defendants, the law would allow them free reign to orchestrate the future of downtown Ketchum including via large capital projects requiring significant long-term debt.

According to its Mission and Vision statement, the Ketchum Urban Renewal Plan, and the KURA website, Ketchum city officials have ambitious plans to use KURA to create what they envision as a “better world” for Ketchum. They aim to address a wide range of issues they believe require urban renewal intervention, all without voter oversight or control, including the following:

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

- Affordable” workforce housing downtown
- Improvements to streets, sidewalks and other public infrastructure
- Parking lots/structures. public parking in anticipation of long-term downtown growth and development.
- \$1.5 million “contribution” from KURA to help fund Ketchum City’s main street project
- 4th Street Heritage Corridor Project - a multi-phase streetscape renovation designed to increase street life through wider sidewalks, outdoor seating, landscaping, and public art. a unified streetscape from the Library southwest to the Ketchum Post Office
- The Walkable Ketchum Project: Making Ketchum More Pedestrian Friendly

In addition, KURA has a five-year capital budget calling for spending many millions of dollars to address a wide range of “perceived needs” for Ketchum:

- Underground power lines for Main Street
- Master plan for town square
- Reimburse Bluebird for infrastructure
- Town square improvements
- Infrastructure for housing
- Pump park relocation
- Wagon museum improvements
- Bike improvements
- Forest Service housing
- “Sustainability projects”
- Recreation facilities
- Parks and open space
- Underground power lines

10. However, as a matter of law, the Urban Renewal Agency vehicle is not available for perceived altruistic projects of any type including all the projects in KURA’s purview listed in paragraph 9 above, regardless of the intentions or professional competency of the defendants. Again, an urban renewal agency can become established and empowered to act only if there are conditions in the municipality that are *deteriorated or deteriorating* as those terms are thoroughly and precisely defined in the law, and, as indicated in paragraph 6 above, no such conditions have ever existed in Ketchum.

The improper establishment and continued operation of KURA has enabled a small group to act as the dominant drivers of Ketchum’s development, operating outside the transparency and accountability mandated by law. KURA represents an unlawful interference with free market development of Ketchum pursued in compliance with Constitutional and law. The development of the city according to the whims of a few appointed overseers with funding from burdensome debt is precisely what the Constitutional provision is designed to prevent.

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

11. Whether any of the many projects indicated in paragraph 9 should be pursued by Ketchum City is up to the city council and the voters. Development should take place in an orderly fashion under transparent public scrutiny and with voter approval of any projects involving significant indebtedness.

Most Ketchum residents treasure the casual mountain western culture and lifestyle and oppose “robust development” as envisioned by KURA. They don’t want the ruination of quality-of-life, soaring property taxes, and other problems that abound in hyperdeveloped mountain resorts like Park City, Aspen and Vail.

12. To support its various projects, KURA has been provided with valuable city resources free of charge, enabling it to circumvent constitutional restrictions that prevent the city from undertaking these actions directly. This practice also undermines the transparency and accountability of city employees. Currently, individuals working "part-time" for KURA include the city treasurer, who also serves as KURA treasurer, and the city clerk and business manager, who also serves as KURA Secretary. Before transitioning to KURA employment in 2020, KURA's executive director similarly provided services to KURA while working full-time as the City Administrator for Ketchum.
13. Defendants would have taxpayers believe that the Urban Renewal Law should be liberally construed to allow them the right to develop Ketchum as they see fit. However, established rules of statutory construction strictly prohibit any expanded interpretation.

Idaho Code Section 73-113 mandates that “[t]he language of a statute should be given its *plain, usual and ordinary* meaning”. In the context of Idaho urban renewal law, the operative terms “deteriorated” and “deteriorating” are exhaustively and unambiguously defined. The statute is clear and precise that to constitute “deteriorated”, the conditions must be “. . . conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare..” Further, to constitute “deteriorating”, the conditions must constitute “a menace to the public health, safety, morals or welfare. . .” No such conditions have ever existed in Ketchum, Idaho, and none of the conditions asserted as justification for the establishment of KURA, listed in paragraph 7 above, even remotely meets these legal definitions.

Furthermore, it is well-established law that an interpretation of statutory language is not allowed if it results in a violation of fundamental constitutional protections, such as those contained in Article VIII, Section 3 of the Idaho Constitution that safeguard municipal fiscal responsibility and require public vote on significant debt-incurring projects.

14. With dismissive expressions like “The horse is out of the barn”, defendants would have the Ketchum public believe that because KURA has been in existence now going on 18 years, any objection from the public is too late to do anything about and must be disregarded. This position flies in the face of fact and law. In fact, public objection to the justification for the existence of KURA has been raised many times over the years, only to be ignored and dismissed out of hand by Ketchum’s mayor, city council, and KURA.

TAXPAYER LAWSUIT TO SHUTDOWN AND DISMANTLE KURA

More significantly, as a matter of law, fundamental constitutional rights cannot be negated, waived, or estopped by inaction or acquiescence. This is because the protection of these rights is of paramount public importance. Acts that flagrantly violate Constitutional protections are considered void *ab initio* (from the beginning). They are inherently invalid, and no amount of inaction or acquiescence by the citizenry can make them valid. The Idaho Constitution says just that: “Any indebtedness or liability incurred contrary to this provision shall be void.” Article VIII Section 3.

Moreover, citizens retain the right to challenge unconstitutional actions regardless of how long those actions have been in place. Courts have the authority to declare null and void laws and actions that violate constitutional provisions, and this power is not negated by the passage of time or acquiescence on the part of the public.

15. Because there is absolutely no legal basis for the existence of KURA, as a matter of law, Idaho Urban Renewal may not be used in Ketchum. Ketchum City may pursue capital projects involving serious indebtedness such as envisioned by KURA only if it first secures a vote of two-thirds of the qualified electors with an annual tax sufficient to pay principal and interest on such debt as it becomes due, in compliance with the Idaho Constitutional mandate.
16. Standing: Plaintiffs are taxpaying residents of Ketchum who are at imminent risk of being harmed in exactly the way the Idaho Constitution was intended to prevent, specifically, loss of municipal fiscal responsibility and voter control over the city’s future which adversely impacts all Ketchum residents.
17. Plaintiffs seek the following relief:
 - A. In accordance with Idaho Rule of Civil Procedure 57, a Judgment Declaring that the existence and operation of KURA is and has been illegal from the start of its existence, in flagrant violation of clear and unambiguous Idaho Constitutional and Statutory Law;
 - B. In accordance with IRCP 65, a Permanent Injunction against KURA and Ketchum City barring KURA from continuing in existence and forcing the immediate shutdown and unraveling of all its projects. There is no remedy at law adequate to address this ongoing serious constitutional violation that worsens daily as KURA expands its wrongful reach.
 - C. An award of court costs and attorneys’ fees against defendants for wrongfully ignoring taxpayer demands for them to cease and desist from ongoing violation of Constitution and law thereby making this lawsuit necessary.

Respectfully,

The Ketchum Business Advisory Board is asking the KURA/City of Ketchum to pause development of the Washington St. lot until the until the new comprehensive plan and new zoning ordinances, which are currently in process, are completed and approved by Planning and Zoning and City of Ketchum.

Cyndy King

From: Warren Benjamin <thebenj4@gmail.com>
Sent: Monday, June 24, 2024 9:50 AM
To: Warren Benjamin
Cc: Participate
Subject: Re: KURA 6/24/2024 PUBLIC COMMENT

Follow Up Flag: Follow up
Flag Status: Flagged

Sorry
Warren Benjamin
Ketchum resident and work force employee

On Jun 24, 2024, at 9:28 AM, Warren Benjamin <thebenj4@gmail.com> wrote:

Thank you once again for this opportunity to speak on the issue of the Washington Street development.

As you can see from the overwhelming support here today, from the community, from business owners, from employee workers and nonprofit organizations, this issue has become a rallying cry for our community.

A lot is at stake moving forward with your plans to convert the parking lot into affordable housing. Let me be clear, nobody is debating the need for affordable housing. Let me repeat, no one is debating the need for affordable housing in Ketchum. What recently saw what happened in Jackson and the collapse of The Teton Pass and how that illustrates how resort towns need close and affordable housing.

But nobody is debating whether we need available parking for not only the businesses and work force that keeps Ketchum going but for locals, visitors, and second homeowners that spend money and keep the lights on in over 50 locally owned businesses while supporting the town with LOT and sales tax revenue.

The local businesses and work force in Ketchum have reached a tipping point on the future of maintaining their business operation. This has been the longest and most painful slack period to date and, coupled with the Project Main Street construction, has crippled revenue for our local businesses. The summer months ahead are unknown. The impact is yet to be known but local businesses are also being pressed by their landlords to sign leases at increased cost that most are saying, can we survive long enough to stay or do we move or close our business?

Please let me address select members of the KURA board:

Gary, I'm sorry we weren't here two years ago, as you have said many times before, to voice our concern over the Washington Street development. At that time, nobody was aware of the

exploding population growth in Ketchum and in the Valley. We didn't know and still don't know; the impact Blue Bird will have on the density and parking situation in the downtown corridor.

We also didn't know that the Main Street project would eliminate valuable parking spots in close proximity to the businesses in town. And we didn't know that the only legitimate parking lot at Washington Street is being discussed.

These decisions will result in approximately 118 parking spots being lost without a reasonable plan to replace or accommodate our local business needs

Amanda & Courtney, I know how much you both love the community and have been a proponent for local businesses. Many people here today are your constituents that have put you in this position to examine this issue. I've heard you say that perhaps there is a compromise position for this issue. Now is the time to consider that.

Susan, I've heard you comment "why can't our fit and outdoor community walk several blocks to get to our local businesses.?" I for one am a 75-year-old pretty fit person that cycles and skies regularly. and I can tell you that I like my fellow workers, I work 4-5 days a week, long hours, late at night and when my shift ends around midnight, the last thing I want to do is walk 4-5 blocks, especially during the winter when streets are icy or with snow. I'm tired and I'm beat. Yes, I want convenience and right now, the Washington Street lot is our savior and also not to mention how visitors feel about this.

Finally, let me give you one scenario that may drive my point of available parking and its impact on local businesses.

Tonight, at my place of employment, we have three private parties with over 45 guests attending between 5:30-10:00pm. In addition, we will have over 40 reservations and possibly 15 walk in guests. And not to mention the over 20 workers that will attend to these guests. That's 120 guests and workers at just one of the businesses along Main St.

Then imagine, if The Argyros Theatre would have an event that same night with over 300 people in attendance. That's a total of over 420 people supporting our local business with much needed revenue. Sure, this doesn't happen every night but it does happen.

I ask you, if this was June 24 2025 where would these guests find parking? If there was no parking at Washington Street and limited or no parking on Main Street? Hard to imagine these guests would walk several blocks to support us.

Its obvious the town has both a short- and long-term parking problem and I am asking that we RETHINK and PAUSE the decision to develop the Washington Street lot and come up with a win-win scenario for both housing and our parking dilemma.

Thanks

Cyndy King

From: Pat Higgins <pathiggins@cox.net>
Sent: Sunday, June 23, 2024 6:58 PM
To: Participate
Subject: KURA Washington St Parking Lot - public comment

It was my pleasure in the last few days to distribute petitions and collect signatures to help the Ketchum Business Advisory Board. They are a great group of business owners, many are over 40 years in our community who have a passion to make Ketchum a better place for all. Without business, you don't really have much of a town. Without customers you really don't have much of a business. These small businesses are very important in our community. they are also the ones who donate goods and services to non profits, SVSEF, Higher Ground, Stella, YMCA, Schools, etc... They are the backbone of what makes our town a Community.

These small business owners understand the need for affordable housing for their employees, however they also understand without parking they won't have customers.

Ninety- nine percent of the business' I spoke with were in favor of "putting a pause" on any decisions for the Washington Street parking lot until the new comprehensive plan is updated and any new zoning ordinances are completed and approved by P&Z and City Council.

One person suggested " plans for a huge subterranean parking structure" . City staff have suggested that the cost of building underground is too costly. I have heard this for the last 40 plus years , I can bet it's way more expensive today than it was just a few years ago. At some point you may need to bite the bullet and build a parking garage. How can you have let a performing arts center like the Argyros be built and not have parking? The council has had plenty of warning according to the articles below.

Mountain Express Dec. 2016

"We firmly believe it should be a parking structure," Frick told the council during a workshop on the city's proposed overhaul of its parking code Monday.

https://www.mtexpress.com/news/ketchum/city-administration-pushes-for-paid-parking-downtown-garage/article_6ff4751c-c714-11e6-8b58-fb26bbc3d281.html

Mountain Express March 2017

‘ Ketchum city administrator Suzanne Frick worn the city on Monday of a looming parking crisis in southwest downtown due to hotel and theater development in the area’

https://www.mtexpress.com/news/ketchum/ketchum-looks-at-paid-parking-in-lots/article_60d79dda-0e80-11e7-929b-8bdad4af6370.html#comments

The city has taken 25 parking spaces off of Main Street. The quadrant parking plan puts pressures on outlying businesses and actual residents in the town core. The 2 hour parking limit penalizes people who want to go to dinner and a movie.

Right now most of the parking in Ketchum is taken up by the construction workers and journey men because of the building boom. Most of the traffic on Highway 75 is construction traffic. Are you going to house all these people too?

When is enough , enough? Once the boom is over then what?

Some folks I spoke with were part time residents and tourists , they had no idea that parking was going to be gone from Main Street. They were very upset to learn that Washington St was going to be like another Blue Bird . Returning Tourists come because of wonderful memories, they don’t want to go on vacation to a city that’s turning into Aspen . Ketchum has character, if they want Aspen they would go there. The Main Street beautification project is a real but temporary turnoff right now. Those of us who don’t have a business can skirt around Ketchum, and go to Hailey to shop and eat..... but the business owners and their employees can not. Your efforts are really making it difficult for any business in Ketchum to survive.

One of your surveys asked “if you had a magic wand and could change one thing what would it be? “ The consensus from residents and tourists alike was build a parking structure. Another one of the cities studies said people would need \$60 an hour to afford to live here, what business is going to be able to pay that?

At what point is the council going to listen to the business’ and citizens?

There is just too much going on....Let's take a pause .

Pat Higgins
Ketchum, ID.

Sent from my iPad

Cyndy King

From: Janet Nathanail <jnathanail@hotmail.com>
Sent: Sunday, June 23, 2024 5:13 PM
To: Participate
Subject: jan 24 meeting

Importance: High

Although we are not fulltime residents, we have owned our home in Ketchum for 20 years and spend as much time here as possible.

We came here because of the charming authenticity of the community, the breathtaking natural scenery, the laid back relaxed scene and the high octane sports environment.

Lately we have been feeling concerned about all the changes simultaneously taking place in our little town. While we all agree that affordable housing is a MUST...for the obvious reasons....we also recognize that establishing enough of it will impact our town in positive as well as in negative ways.

Affordable housing needs to serve its main purpose... which is to provide housing for essential workers for businesses, restaurants, hospitals, schools... all of which are fundamental to the life of our town. It also needs to be located in areas where those workers will want to live which isn't always in the town center.

We also need to consider the impact of that housing especially when looking at parking. Most people own and need a car. Bicycles are useless in December. Building apartments with too few parking spaces is a mistake, taking away so much street parking is a mistake, not providing designated parking for shoppers and restaurant is also a mistake.

Before we jump into taking away the Washington street parking and adding another 'affordable housing' complex shouldn't we PAUSE and consider all the ramifications for the town.

Shouldn't we wait till we open BLUE BIRD and see the results before we embark on another in-town housing unit.

Should the city consider selling expensive downtown lots and use the money to instead build affordable housing in the industrial area which would be near the schools thus attracting families and putting less pressure on limited downtown parking.

With so many other critical items to consider....such as the forest service park, the lift tower lodge, the town square, covered bus stops....I feel we need more input from the small business owners and from the community at large who live here in order to form a unified plan going forward.

Ketchum's unique character is at stake and we can't afford to rush these decisions.

Thank you
Janet Nathanail
Ketchum

Please consider your environmental responsibility before printing this email or any other documents.

Cyndy King

From: jmontague9289@gmail.com
Sent: Sunday, June 23, 2024 5:50 PM
To: Participate
Subject: Washington Lot Development

As a Hailey resident that likes to come to Ketchum for shopping, dinners and entertainment, the LAST thing the town needs is LESS parking. Having attended the Advocates Gala on Friday night, the lack of parking within two blocks of the Limelight was very evident – and that was with the FULL Washington lot. Taking those 60 spaces and adding 48 residences (or whatever the number) with their corresponding 40+ cars is not in the best interest of residents of the Valley or businesses in Ketchum. And given the proposed building is NOT really for workers at restaurants, etc., but also retirees, people that currently have to drive >30 minutes, etc. etc. compounds the frustrations we residents feel.

Please hit PAUSE before it's too late.

Thank you.

John E. Montague
[Jmontague9289@gmail.com](mailto:jmontague9289@gmail.com)
917.836.9289

Cyndy King

From: Bob Block <bobbblock1@pacbell.net>
Sent: Saturday, June 22, 2024 1:36 PM
To: Participate
Subject: Ketchum Building

Follow Up Flag: Follow up
Flag Status: Flagged

I don't know exactly who to send this email to in the Ketchum city government, but I want to protest the continued construction of new buildings in the downtown Ketchum area. The specific item I'm aware of is the plan to build at the "Washington Street Lot Development" at Washington and Second. But also today I saw the rectangular and ugly building going up on Leadville next to the Vintage restaurant, destroying the look of the street.

Overall there is simply too much building activity in Ketchum, spoiling the look of Ketchum, increasing the crowding, and reducing the available parking. I want the city to stop new construction of commercial and multifamily residences in Ketchum, and develop a coherent plan for future development that addresses overcrowding, parking, and the general esthetics of the community.

Thank you,

Robert Block
102 Bluebell St.
Sun Valley, ID 83353
510-919-3851
bobbblock1@pacbell.net

Meeting Minutes

Monday, May 20, 2024

2:00p.m.

Ketchum City Hall

CALL TO ORDER:

Susan Scovell called the meeting to order. *(00:00:17 in video)*

ROLL CALL:

Present:

Board Chair—Susan Scovell

Board Member—Gary Lipton

Board Member—Courtney Hamilton

Board Member—Casey Burke

Board Member—Mason Frederickson *(via teleconference)*

Absent:

Board Member—Amanda Breen

Board Member—Tyler Davis-Jeffers

Other attendees:

Suzanne Frick, KURA Executive Director

Brent Davis, Financial Director

Trent Donat, City Clerk and KURA Secretary

Ryan Armbruster, KURA Counsel *(via teleconference)*

Abbey Germain, KURA Counsel *(via teleconference)*

COMMUNICATION FROM THE BOARD MEMBERS:

- None

CONSENT CALENDAR

1. Approval of the Bills.

Motion to approve payment of the bills. *(00:01:07 in video)*

Motion made by Courtney Hamilton; seconded by: Casey Burke

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

Result: Motion Passes

2. Approval of April 15, 2024, KURA meeting minutes.

Motion to approve April 15 minutes. *(00:01:28 in video)*

Motion made by Courtney Hamilton; seconded by: Casey Burke

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

Result: Motion Passes

DISCUSSION ITEMS:

3. Update on First and Washinton Project from KURA Subcommittee.

Introduced by: Suzanne Frick *(00:01:39 in video)*

Update by: Subcommittee *(00:02:57 in video)*

Comments, questions, and discussion by Board Members. *(00:04:23 in video)*

Public Comment open: (00:12:34 in video)

- Warren Benjamin—Sawtooth Club (00:12:47 in video)
- Terry Ring—Owner Silver Creek Outfitters (00:14:09 in video)
Gary Lipton Responded. (00:16:19 in video)
Susan Scovell Responded. (00:17:46 in video)
- Terry Ring—Owner Silver Creek Outfitters (00:18:38 in video)
- Perry Boyle—Ketchum Resident (00:21:50 in video)
Susan Scovell Responded. (00:23:22 in video)
- Perry Boyle—Ketchum Resident (00:24:29 in video)
Courtney Hamilton Responded. (00:25:24 in video)

Public Comment closed:(00:25:47 in video)

Courtney Hamilton Responded regarding vibrancy in town. (00:25:52 in video)

ACTION ITEMS:

4. Election of Brent Davis as KURA Treasurer replacing Shellie Gallagher.
Introduced by: Suzanne Frick (00:27:41 in video)
Motion to appoint Brent Davis as KURA Treasurer. (00:28:06 in video)
Motion made by Gary Lipton; seconded by: Susan Scovell
Ayes: Gary Lipton, Courtney Hamilton, Casey Burke, Susan Scovell, Mason Frederickson
Result: Motion Passes
5. Recommendation to approve Resolution 24-URA08 Approving Reimbursement Agreement #50091 for the Main Street Rehabilitation Project.
Presented by Suzanne Frick (00:28:20 in video)
Motion to approve Resolution 24-URA08 Approving Reimbursement Agreement #50091 for the Main Street Rehabilitation Project, giving \$1.25 million to the City of Ketchum. (00:29:13 in video)
Motion made by Gary Lipton; seconded by: Courtney Hamilton
Ayes: Gary Lipton, Courtney Hamilton, Casey Burke, Susan Scovell, Mason Frederickson
Result: Motion Passes
6. Recommendation to approve Resolution 24-URA07 approving Agreement 50092 between the KURA and the First & Washington Properties, LLC for funding design and lot consolidation plans. (00:29:25 in video)
Presented by: Suzanne Frick

Comments, questions, and discussion by Board Members. (00:32:00 in video)

Motion to approve Resolution 24-URA07 approving Agreement 50092 between the KURA and the First & Washington Properties, LLC for funding design and lot consolidation plans. (00:34:35 in video)

Motion made by Gary Lipton; seconded by: Courtney Hamilton

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

Result: Motion Passes



7. Approval of KURA funding priorities.
Presented by: Suzanne Frick *(00:35:00 in video)*

Comments, questions, and discussion by Board Members. *(00:36:08 in video)*

Motion to approve the KURA funding priorities and rankings for FY24 and FY25.
(00:36:35 in video)

Motion made by Courtney Hamilton; seconded by: Casey Burke

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

Result: Motion Passes

8. Review and direction to staff on proposed 5-year Capital Improvement Funding.
Presented by: Suzanne Frick *(00:36:49 in video)*

Comments, questions, and discussion by Board Members. *(00:38:40 in video)*

ADJOURNMENT:

Motion to adjourn. *(00:51:29 in video)*

Motion made by Casey Burke; seconded by; Courtney Hamilton

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

Result: Adjourned

Susan Scovell, Board Chair

ATTEST:

Trent Donat, KURA Secretary

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
URBAN RENEWAL AGENCY			
URBAN RENEWAL EXPENDITURES			
98-4410-4200 PROFESSIONAL SERVICES			
ELAM & BURKE	208094	General Representation	1,344.00
98-4410-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0330	3/18 MEETING NOTICE	44.85
98-4410-7100 INFRASTRUCTURE PROJECTS			
ELAM & BURKE	208095	1ST & WASHINGTON PROJECT	2,655.90
98-4410-8801 REIMBURSE CITY GENERAL FUND			
CITY OF KETCHUM	8038	SALARIES & BENEFITS 04-20 TO 05-17 2024	8,455.68
Total URBAN RENEWAL EXPENDITURES:			12,500.43
Total URBAN RENEWAL AGENCY:			12,500.43
Grand Totals:			12,500.43

Report Criteria:

Invoice Detail.GL account = "9810000000"."9911810000"

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
1650 CITY OF KETCHUM									
8038	1	SALARIES & BENEFITS 04-20 TO 05-	Invoice	06/07/2024	06/17/2024	8,455.68		8,455.68	98-4410-880
Total 1650 CITY OF KETCHUM:						8,455.68	.00	8,455.68	
4561 ELAM & BURKE									
208094	1	General Representation	Invoice	05/31/2024	06/17/2024	1,344.00		1,344.00	98-4410-420
208095	1	1ST & WASHINGTON PROJECT	Invoice	05/31/2024	06/17/2024	2,655.90		2,655.90	98-4410-710
Total 4561 ELAM & BURKE:						3,999.90	.00	3,999.90	
2028 EXPRESS PUBLISHING, INC.									
10002196 03	1	3/18 MEETING NOTICE	Invoice	03/30/2024	06/17/2024	44.85		44.85	98-4410-440
Total 2028 EXPRESS PUBLISHING, INC.:						44.85	.00	44.85	
Total :						12,500.43	.00	12,500.43	
Grand Totals:						12,500.43	.00	12,500.43	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
98-4410-4200	1,344.00	.00	1,344.00
98-4410-4400	44.85	.00	44.85
98-4410-7100	2,655.90	.00	2,655.90
98-4410-8801	8,455.68	.00	8,455.68
Grand Totals:	12,500.43	.00	12,500.43

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	12,500.43	.00	12,500.43
Grand Totals:	12,500.43	.00	12,500.43

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



98-4410-4200
↑
general
code

May 31, 2024

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

Invoice No. 208095
Client No. 8962
Matter No. 3
Billing Attorney: ARG

INVOICE SUMMARY

For Professional Services Rendered from May 7, 2024 through May 31, 2024.

RE: 1st and Washington Project → 98-4410-7100

Total Professional Services	\$ 2,649.00
Total Costs Advanced	<u>\$ 6.90</u>
TOTAL THIS INVOICE	\$ 2,655.90

ELAM & BURKE

May 31, 2024

Invoice No. 208095
 Client No. 8962
 Matter No. 3
 Billing Attorney: ARG

PROFESSIONAL SERVICES

Date	Atty	Description	Hours
5/07/24	RPA	Attend via Teams meeting with Suzanne Frick and Abbey Germaine to assess ability of KURA to pay for design costs as result of uncertainty of City decisions. Address next steps and due diligence.	.60
5/08/24	ARG	Draft email correspondence to John McDevitt regarding remedial action on series 2021 bonds. Review prior memo for process of same. Draft email correspondence to Robin Brady regarding completing a reuse project for the Agency. Review requirements for reuse appraisal on project.	.80
5/09/24	RPA	Follow up on reimbursement agreement, authority to pay for design/engineering fees. Consider approval process.	.30
5/14/24	ARG	Begin drafting agreement for funding of lot consolidation and design drawings to be reimbursed by developer. Review DDA for terms of Agency obligations. Review and respond to email correspondence from reuse appraiser regarding proposal for appraisal.	3.40
5/15/24	ARG	Draft resolution for Agency approval of reimbursement agreement for funding of design review plans. Send same to Suzanne Frick for review.	1.20
5/16/24	RPA	Review and comment on several revisions to the draft reimbursement agreement for design plans. Consider Board action. Attend Zoom meeting to review revisions and explanation of changes and need for KURA participation.	1.00
5/17/24	ARG	Review revised agreement for funding of design plans. Review Board packet for meeting on May 20, 2024.	.40
5/17/24	RPA	Review final comments on the reimbursement agreement for payment of design costs by KURA and consider Board approval. Review email from John McDevitt re recharacterization of the bonds in light of non-profit involvement.	.40
5/24/24	ARG	Prepare for meeting with John McDevitt to discuss remedial action on series 2021 bonds. Teams meeting with John McDevitt to discuss necessary steps for TEFRA hearing. Draft email correspondence to Suzanne Frick regarding same. Send email correspondence to John McDevitt regarding same.	1.40
5/24/24	RPA	Prepare for and attend work session with Abbey Germaine and John McDevitt to outline process for recharacterization of the KURA bonds, schedule for consideration and linkage to the design review and lot consolidation application. Review emails re next steps.	1.00

ELAM & BURKE

May 31, 2024
 Invoice No. 208095
 Client No. 8962
 Matter No. 3
 Billing Attorney: ARG

5/28/24 ARG Review email correspondence from Suzanne Frick regarding series 2021 bonds and .40
 need for recharacterization. Draft email correspondence to John McDevitt regarding
 same. Review terms of bonds and necessary conditions.

TOTAL PROFESSIONAL SERVICES \$ 2,649.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Rate	Billed Hours	Billed Amount	Non-Chargeable Hours	Non-Chargeable Amount
Armbruster, Ryan P.	Of Counsel	250.00	3.30	825.00	.00	.00
Germaine, Abbey R.	Shareholder	240.00	7.60	1,824.00	.00	.00
Total			10.90	\$ 2,649.00	.00	\$.00

COSTS ADVANCED

Description	Amount
Copies	4.50
Color Copies	2.40

TOTAL COSTS ADVANCED \$ 6.90

TOTAL THIS INVOICE \$ 2,655.90

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



May 31, 2024

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

Invoice No. 208095
Client No. 8962
Matter No. 3
Billing Attorney: ARG

REMITTANCE

RE: 1st and Washington Project

BALANCE DUE THIS INVOICE

\$ 2,655.90

ONLINE PAYMENTS

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.
NOTE: A 3% convenience surcharge will be applied to all of these transactions.

To pay online, please click here: www.elamburke.com/payments

ACH PAYMENTS IN USD

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

CHECK PAYMENTS

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

Please reference: Invoice 208095, File # 8962 - 3 on all payments.

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

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



98-4410-4200

May 31, 2024

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

Invoice No. 208094
Client No. 8962
Matter No. 1
Billing Attorney: ARG

INVOICE SUMMARY

For Professional Services Rendered from May 6, 2024 through May 31, 2024.

RE: General Representation

Total Professional Services	\$ 1,344.00
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 1,344.00

ELAM & BURKE

May 31, 2024

Invoice No. 208094
 Client No. 8962
 Matter No. 1
 Billing Attorney: ARG

PROFESSIONAL SERVICES

Date	Atty	Description	Hours
5/06/24	ARG	Review and revise reimbursement agreement with City of Ketchum for rehabilitation project in URA District. Send same to Suzanne Frick.	1.40
5/06/24	RPA	(NO CHARGE) Review and comment on draft agreement between the City and KURA for the Main Street project. Address coordination of ITD work and responsible party.	.60
5/07/24	ARG	Review and respond to email correspondence from Suzanne Frick regarding potential of KURA to perform lot consolidation for 1st and Washington project. Teams meeting with Suzanne Frick to discuss same.	.80
5/15/24	ARG	Begin drafting resolution for approval of reimbursement agreement for Main Street rehabilitation project with City of Ketchum.	.40
5/16/24	ARG	Continue drafting resolution for approval of reimbursement agreement with City on rehabilitation project on Main Street.	1.80
5/20/24	ARG	Prepare for and attend Ketchum URA Board meeting and advise on issues related to funding priorities and 1st and Washington.	1.20
5/20/24	RPA	(NO CHARGE) Review agenda packet. Attend Board meeting via Zoom.	1.00

TOTAL PROFESSIONAL SERVICES \$ 1,344.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Rate	Billed Hours	Billed Amount	Non-Chargeable Hours	Non-Chargeable Amount
Germaine, Abbey R.	Shareholder	240.00	5.60	1,344.00	.00	.00
Armbruster, Ryan P.	Of Counsel	.00	.00	.00	1.60	400.00
Total			5.60	\$ 1,344.00	1.60	\$ 400.00

TOTAL THIS INVOICE \$ 1,344.00

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



May 31, 2024

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

Invoice No. 208094
Client No. 8962
Matter No. 1
Billing Attorney: ARG

REMITTANCE

RE: **General Representation**

BALANCE DUE THIS INVOICE	\$ 1,344.00
---------------------------------	--------------------

ONLINE PAYMENTS

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.
NOTE: A 3% convenience surcharge will be applied to all of these transactions.

To pay online, please click here: www.elamburke.com/payments

ACH PAYMENTS IN USD

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

CHECK PAYMENTS

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

Please reference: Invoice 208094, File # 8962 - 1 on all payments.

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



CITY OF KETCHUM
 P.O. Box 2315
 Ketchum ID 83340
 Phone: (208) 726-3841
 Fax: (208) 727-5070

INVOICE

Date	Number	Page
06/07/2024	8038	1

Bill To: KETCHUM URBAN RENEWAL AGENCY
 BOX 2315
 KETCHUM ID 83340

Customer No. 410
Project:
Terms: Due Upon Receipt
Invoice Due Date: 06/07/2024

Quantity	Description	Unit Price	Net Amount
1	SALARIES & BENEFITS 4-20 TO 5-17-24 98-4410-8801	8,455.68	8,455.68

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

Amount	8,455.68
Balance Due	<u>8,455.68</u>

Report Criteria:
Activity Activity code = 415003,417002

Employee Number	Name	Date	Reference Number	Task Number	Activity Code	Activity Description	Hours	Pay Code	Comments
FRICK, SUZANNE									
1700	FRICK, SUZANNE	05/17/2024	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/21/2024	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/22/2024	1	14	415003	URA ADMINISTRATION	5.00		
1700	FRICK, SUZANNE	04/23/2024	1	14	415003	URA ADMINISTRATION	4.00		
1700	FRICK, SUZANNE	04/24/2024	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	04/25/2024	1	14	415003	URA ADMINISTRATION	4.00		
1700	FRICK, SUZANNE	04/26/2024	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/28/2024	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	04/29/2024	1	14	415003	URA ADMINISTRATION	4.00		
1700	FRICK, SUZANNE	04/30/2024	1	14	415003	URA ADMINISTRATION	6.00		
1700	FRICK, SUZANNE	05/02/2024	1	14	415003	URA ADMINISTRATION	5.00		
1700	FRICK, SUZANNE	05/01/2024	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	05/03/2024	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	05/05/2024	1	14	415003	URA ADMINISTRATION	4.00		
1700	FRICK, SUZANNE	05/06/2024	1	14	415003	URA ADMINISTRATION	6.00		
1700	FRICK, SUZANNE	05/07/2024	1	14	415003	URA ADMINISTRATION	4.00		
1700	FRICK, SUZANNE	05/08/2024	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	05/09/2024	1	14	415003	URA ADMINISTRATION	3.00		
1700	FRICK, SUZANNE	05/10/2024	1	14	415003	URA ADMINISTRATION	2.00		
1700	FRICK, SUZANNE	05/12/2024	1	14	415003	URA ADMINISTRATION	5.00		
1700	FRICK, SUZANNE	05/13/2024	1	14	415003	URA ADMINISTRATION	6.00		
1700	FRICK, SUZANNE	05/14/2024	1	14	415003	URA ADMINISTRATION	5.00		
1700	FRICK, SUZANNE	05/15/2024	1	14	415003	URA ADMINISTRATION	5.00		
1700	FRICK, SUZANNE	05/16/2024	1	14	415003	URA ADMINISTRATION	5.00		

Total FRICK, SUZANNE: 89.00

Grand Totals: 89.00

Danny H...

KURA ad bill

DEPT	CODE	ITEM	ITEM	ITEM	ITEM	ITEM	TOTAL	INITLS	NOTES
ADMIN	03-4193-7135-713503	\$ 201.83	\$ 112.24				\$314.07	BW	BIDS MAIN STREET
	01-4150-4400	\$104.75	\$92.75	\$92.75	\$92.75		\$383.00	SG	DIRECTOR OF FINANCE AD
PZ	01-4170-4400	\$1,216.00	\$1,216.00				\$2,432.00	ML	COHESIVE KETCHUM PRESENTATIONS
HOUSING/BCHA	54-4410-4200	\$108.06	\$96.06	\$96.07			\$300.19	TC	DEPUTY HOUSING DIRECTOR AD
CLERK	01-4150-4400								
FIRE									
KURA	98-4410-4400	\$44.85					\$44.85	SG	3.18 KURA MEETING NOTICE
PARK/REC	01-4510-4410								
PARK/REC	01-4510-4410								
PARK/REC	01-4510-4410								
PZ	01-4170-4400	\$70.84					\$70.84	ML	BIGWOOD CLUBHOUSE
PZ	01-4170-4400	\$85.56					\$85.56	ML	170 BALD MOUNTAIN
PZ	01-4170-4400	\$80.04					\$80.04	ML	220 LAVAST KCC
TREASRY									
WW	67-4350-7815								
Water	64-4340-7135						\$3,710.55		



IDAHO MOUNTAIN EXPRESS • SUN VALLEY GUIDE • REAL ESTATE GUIDE
 P.O. BOX 1013 • KETCHUM, IDAHO 83340-1013 • 208.726.8060

Danny H...

STATEMENT

KETCHUM, CITY OF
PO Box 2315
Ketchum ID 83340

ACCT. NO. DATE:
10002196 3/30/2024

DATE	TYPE	ORDER #	PUBLICATION	AD TYPE	SIZE	DESCRIPTION	AMOUNT
02/29/24	BBF					Balance Brought Forward	10,902.98
03/25/24	CSH					Payment	-4,926.44
03/06/24	INV	12674828	Idaho Mountain Express	Classified	3.50 In.	The Director of Finance plays a critical role i	104.75 ✓
03/06/24	INV	12674995	Idaho Mountain Express	Class Display	1 X 15	Legal-Bids Main St. Project	201.83 ✓
03/06/24	INV	12674996	Idaho Mountain Express	Class Display	1 X 10	Legal-3/26 P & Z Bigwood Clubhouse	70.84 ✓
03/08/24	INV	12674828	Idaho Mountain Express	Classified	3.50 In.	The Director of Finance plays a critical role i	92.75 ✓
03/08/24	INV	12674971	Idaho Mountain Express	Display	5 X 8	UPCOMING PRESENTATIONS	1,216.00 ✓
03/13/24	INV	12674828	Idaho Mountain Express	Classified	3.50 In.	The Director of Finance plays a critical role i	92.75 ✓
03/13/24	INV	12675003	Idaho Mountain Express	Display	5 X 8	UPCOMING PRESENTATIONS	1,216.00 ✓
03/13/24	INV	12675221	Idaho Mountain Express	Class Display	1 X 15	Legal-SH-75 Main St. Bids	112.24 ✓
03/13/24	INV	12675222	Idaho Mountain Express	Class Display	1 X 3	Legal-KURA 3/18 Meeting	44.85 ✓
03/15/24	INV	12674828	Idaho Mountain Express	Classified	3.50 In.	The Director of Finance plays a critical role i	92.75 ✓
03/20/24	INV	12675406	Idaho Mountain Express	Classified	3.62 In.	Deputy Housing Director The City of Ketchu	108.06 ✓
03/20/24	INV	12675452	Idaho Mountain Express	Class Display	1 X 12	Legal-4/9 P & Z	85.56 ✓
03/22/24	INV	12675406	Idaho Mountain Express	Classified	3.62 In.	Deputy Housing Director The City of Ketchu	96.06 ✓
03/27/24	INV	12675687	Idaho Mountain Express	Class Display	1 X 11	Legal-4/15 City Council/Lava St.	80.04 ✓
03/27/24	INV	12675406	Idaho Mountain Express	Classified	3.62 In.	Deputy Housing Director The City of Ketchu	96.07 ✓

CURRENT	30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE
3,710.55	5,702.04	0.00	274.50	9,687.09

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. THANK YOU

Express Publishing, Inc. P.O. Box 1013, Ketchum, ID 83340
(208) 726-8060

ACCT. NO. DATE:
10002196 3/30/2024

AMOUNT DUE: \$9,687.09

KETCHUM, CITY OF
PO Box 2315
Ketchum ID 83340

AMOUNT ENCLOSED \$ _____

PAYMENT DUE BY: 4/14/2024



Ketchum Urban Renewal Agency

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

June 24, 2024

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO REVIEW AND PROVIDE DIRECTION ON FIRST + WASHINGTON PROJECT DESIGN AND PUBLIC OPEN HOUSE

Introduction/History

The Development and Disposition Agreement (DDA) for the First + Washington Project sets forth the process for KURA review and approval of the design plans for the project. Per Section 8 of the DDA, preliminary project plans must be submitted for KURA review and approval 120 days after March 28, 2024 which is July 26, 2024. Schematic Plans are to be submitted within 60 days of the board approving the preliminary plans. The schematic plans would be the documents presented at a public workshop.

To improve efficiency, the development team asked to combine the preliminary and schematic plan preparation and KURA approval of the plans. The development team has been working to refine the project design and is ready to present the plans for KURA review, and if acceptable, schedule a public workshop.

The KURA subcommittee has met several times with the development team to review and provide comments on the project design. After the last subcommittee meeting, it was agreed the plans were ready for full board review. Attachment A is the proposed design and information about the project. The development team will present the material at the KURA meeting and respond to any comments or questions.

Next Steps

Per the DDA, the Agency has 21 days to approve or disapprove the preliminary plans, and if approved, schematic plans would be submitted to the Agency. Following receipt of the schematic plans, the Agency shall schedule a public workshop to review the schematic plans. Now that the preliminary and schematic plans and process have been merged, the board should review the material submitted, and if approved by the board, schedule a public workshop. The preferred date for a public workshop is Wednesday July 24th. Staff is requesting input from the board on the proposed date.

Following the public workshop, within 15 days of the workshop, the board must evaluate the project materials and decide if the project meets specific criteria as outlined in the DDA. The

Agency must provide the development their determination within 15 days of the board review. After this action, the development team will prepare the design review application and materials. The board must approve the design review application materials before they are submitted to the city.

If the public workshop occurs on July 24th, the board may wish to meet on July 29th to discuss comments received at the public workshop and provide direction to the development team. If the board meets on July 29th, the regular KURA meeting scheduled for July 15th would be cancelled. Staff is seeking board input on this approach.

Financial Requirement/Impact

If the board approves the preliminary/schematic project materials and schedules the public workshop for July 24th, there will be minor costs for preparation of the workshop. Funding is available in the FY24 budget.

Recommendation and Motion

Staff requests the board review the preliminary/schematic materials, and if approved by the board, schedule a public workshop.

- Attachment A: Presentation to KURA
- Attachment B: Preliminary/Schematic Plans
- Attachment C: Project Summary
- Attachment D: Unit Mix Update

Attachment A

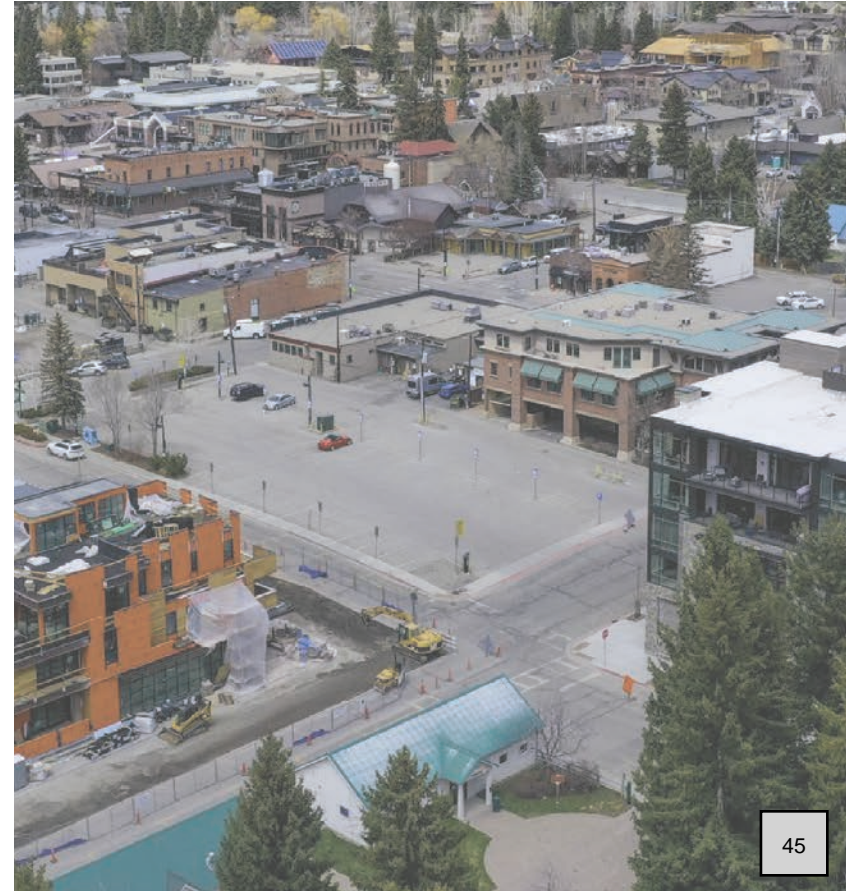


WRCHT INTRODUCTION

The WRCHT (the “Housing Trust”) is a non-profit established in 2021 to develop, acquire, own and manage rental units that will be rented to qualified local-residents who are actively working and living in the Wood River Valley.

TARGET RESIDENT

- **Middle income** (as defined by HUD) with a household income above 80% of the County AMI (Nurses, teachers, fire department employees).
- Must be a **full-time employee** in the County, with priority given to employees of Ketchum businesses.
- **No ownership of a home** in the County or elsewhere.





INITIAL FEEDBACK

Break up the massing of the building with different materials, fenestration, and vertical and horizontal architectural features.

Explore modulation of the building roofline.

Incorporate setbacks to break up the length of the building and meet the intent of the zoning code.

***From Initial RFP Package**



INITIAL FEEDBACK

Evaluate window treatment to further break-up the façade.

Explore a warmer material color palette with more depth and variation. Reevaluate the brick which appears muted and flat.

Address the corners at 1st and 2nd streets, which should be well-defined.

***From Initial RFP Package**



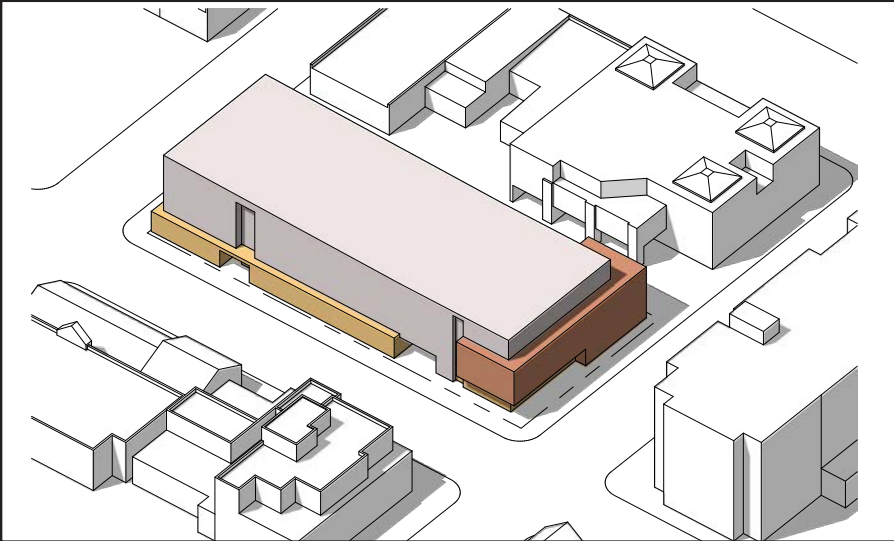
INITIAL FEEDBACK

Refine the 2nd street elevation to provide a more pedestrian oriented design.

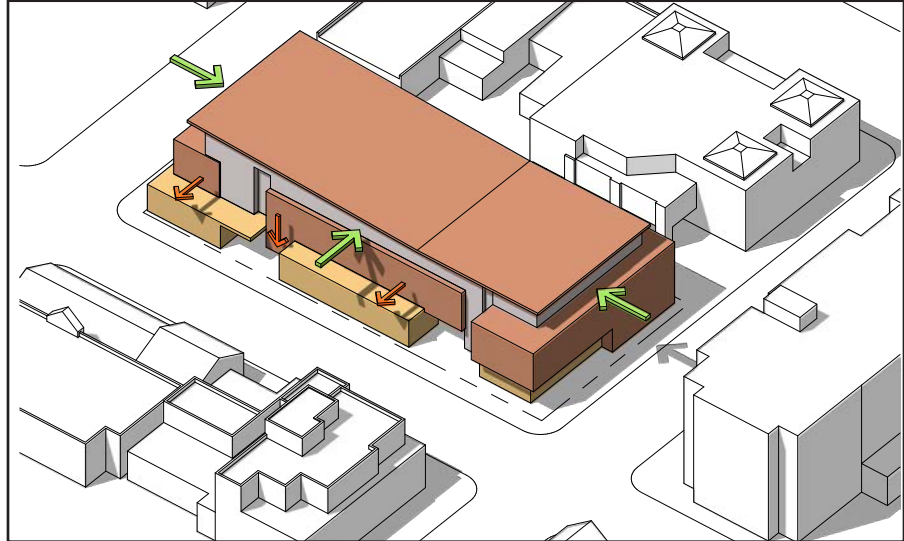
The design should accentuate the ground floor design, activate the street, and provide multiple pedestrian experiences.

MASSING DIAGRAMS

INITIAL RFP DESIGN



PROCESS



VIEW FROM - FIRST & MAIN



VIEW FROM - FIRST & WASHINGTON



VIEW FROM - SECOND & WASHINGTON



VIEW FROM - SECOND & MAIN



UPDATED RENDER - FIRST & WASHINGTON



UPDATED RENDER - SECOND & WASHINGTON



MATERIAL PRECEDENTS

BOARD ON BOARD



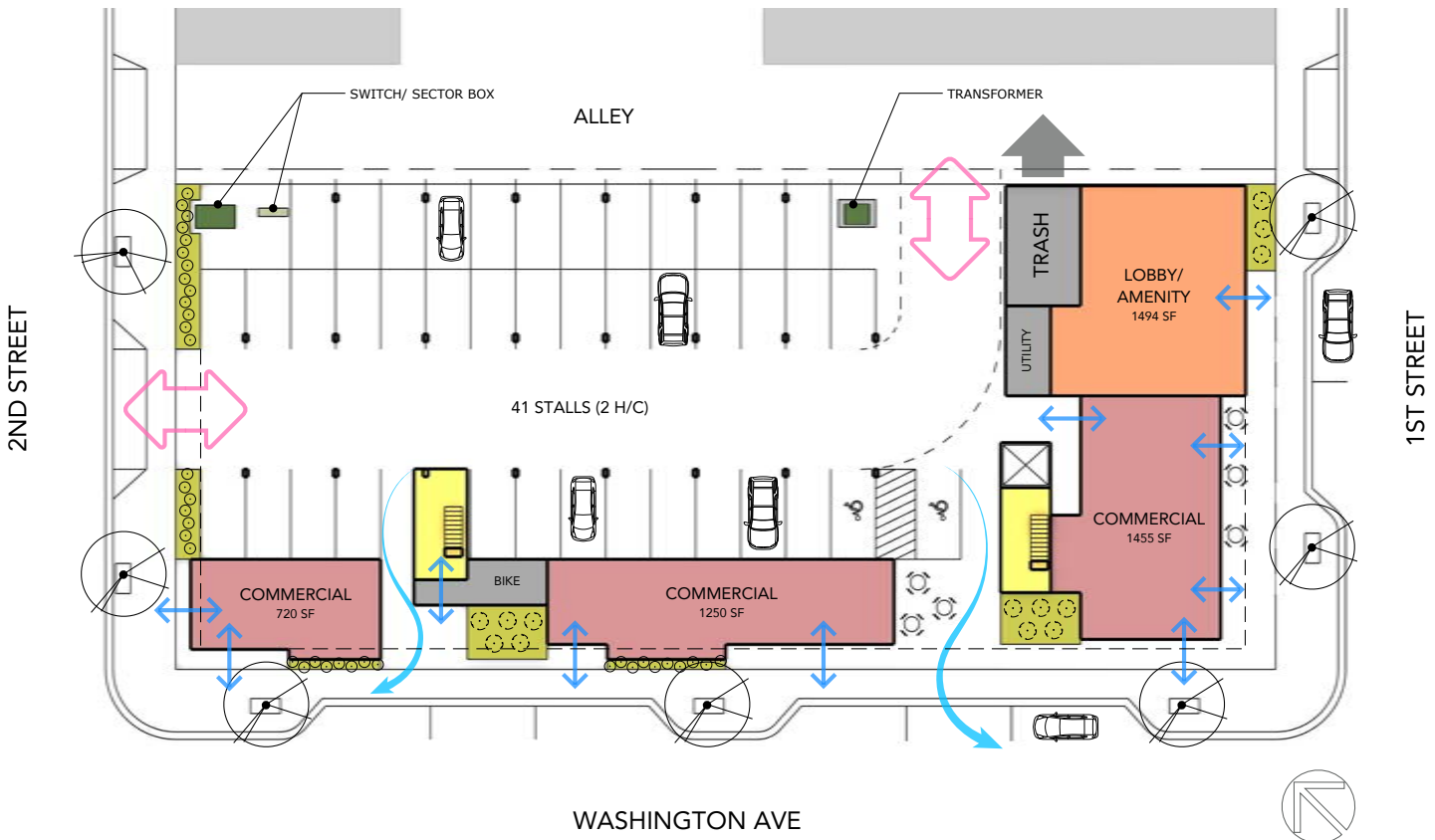
SHINGLES



SIDING



OVERALL SITE PLAN / GROUND FLOOR PLAN



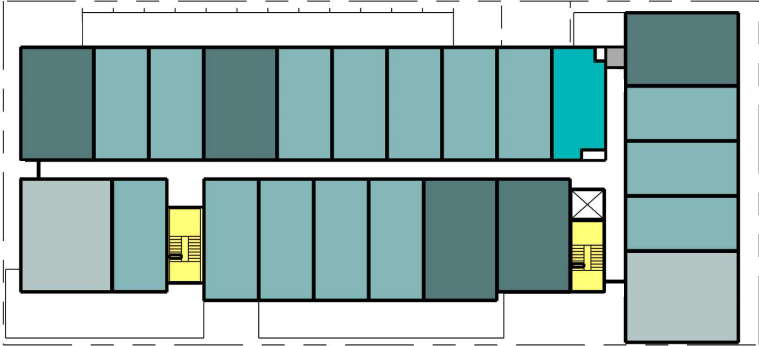
SCALE: 1" = 30'

OVERALL SITE PLAN / GROUND FLOOR PLAN : OPTION B

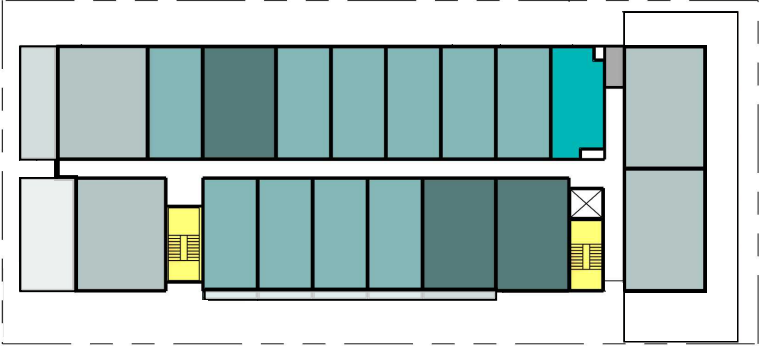


SCALE: 1" = 30'

FLOOR PLANS







2nd & 3rd FLOOR PLAN
15,327 SF

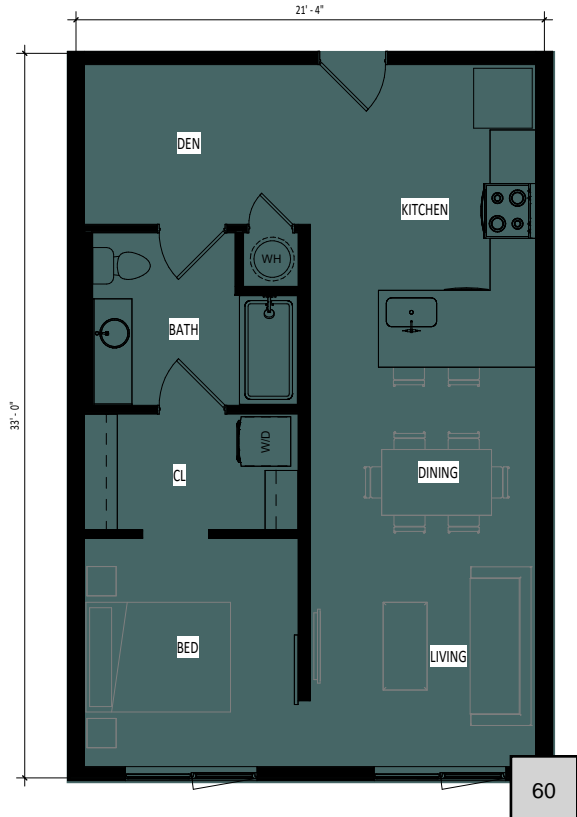
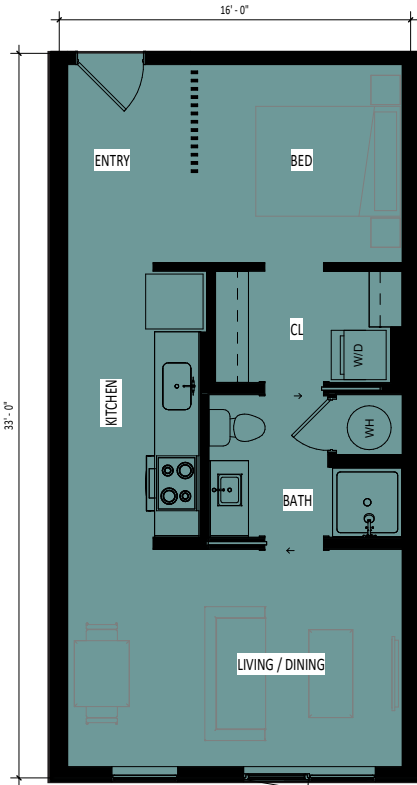
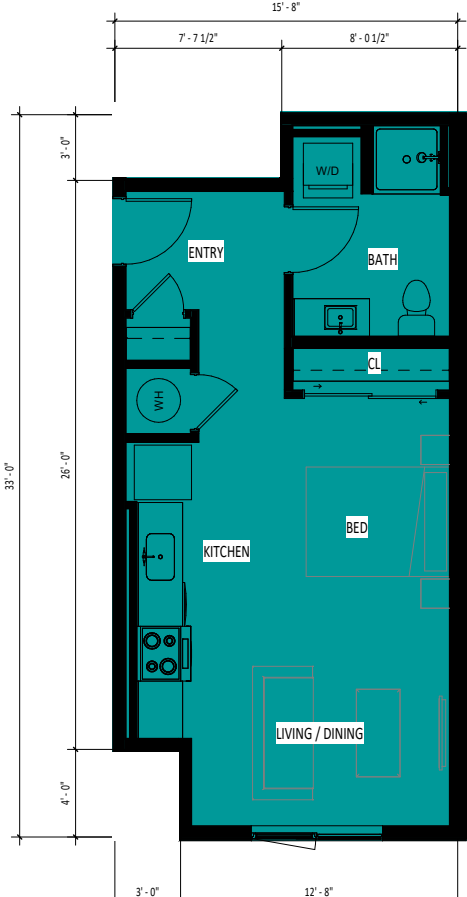


4th FLOOR PLAN
12,726 SF

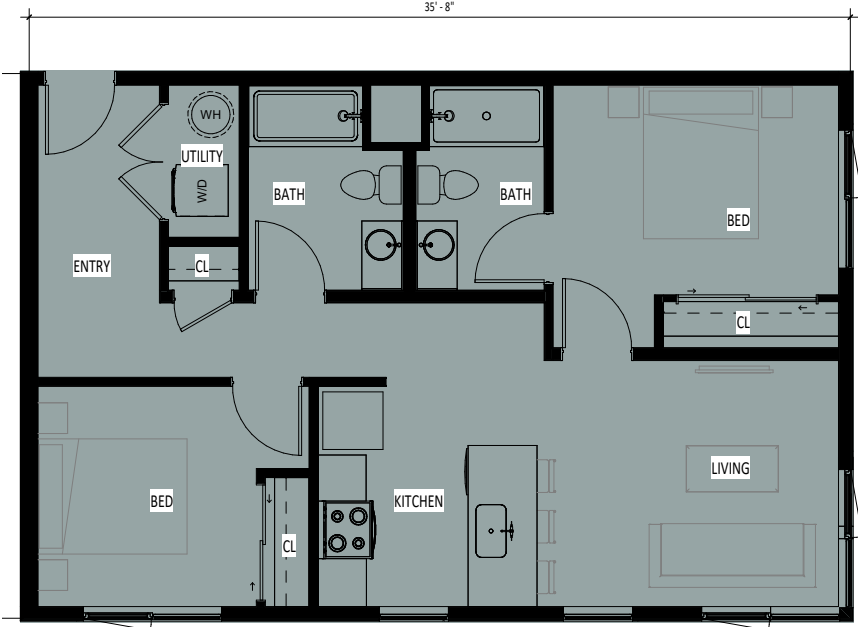
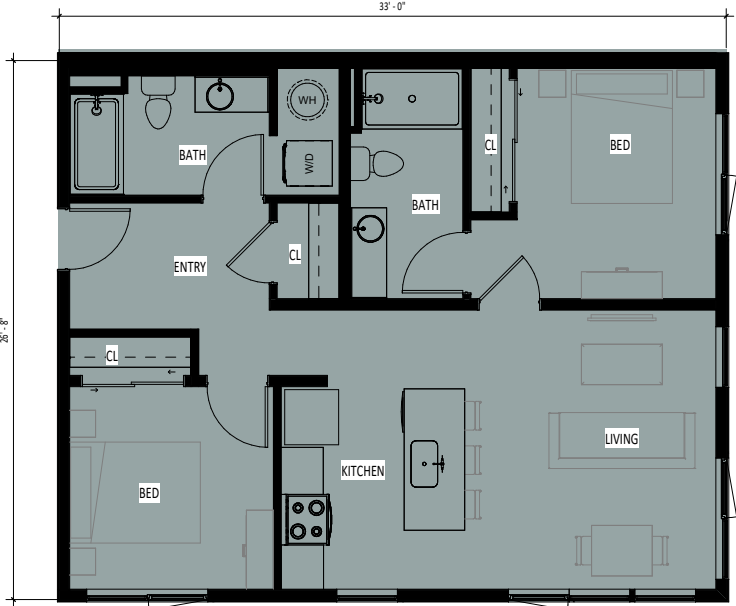


	STUDIO A	3
	STUDIO B	40
	1-BED	13
	2-BED	8
TOTAL		64

UNIT PLANS



UNIT PLANS



ELEVATION DETAILS





Thank You



COVER SHEET

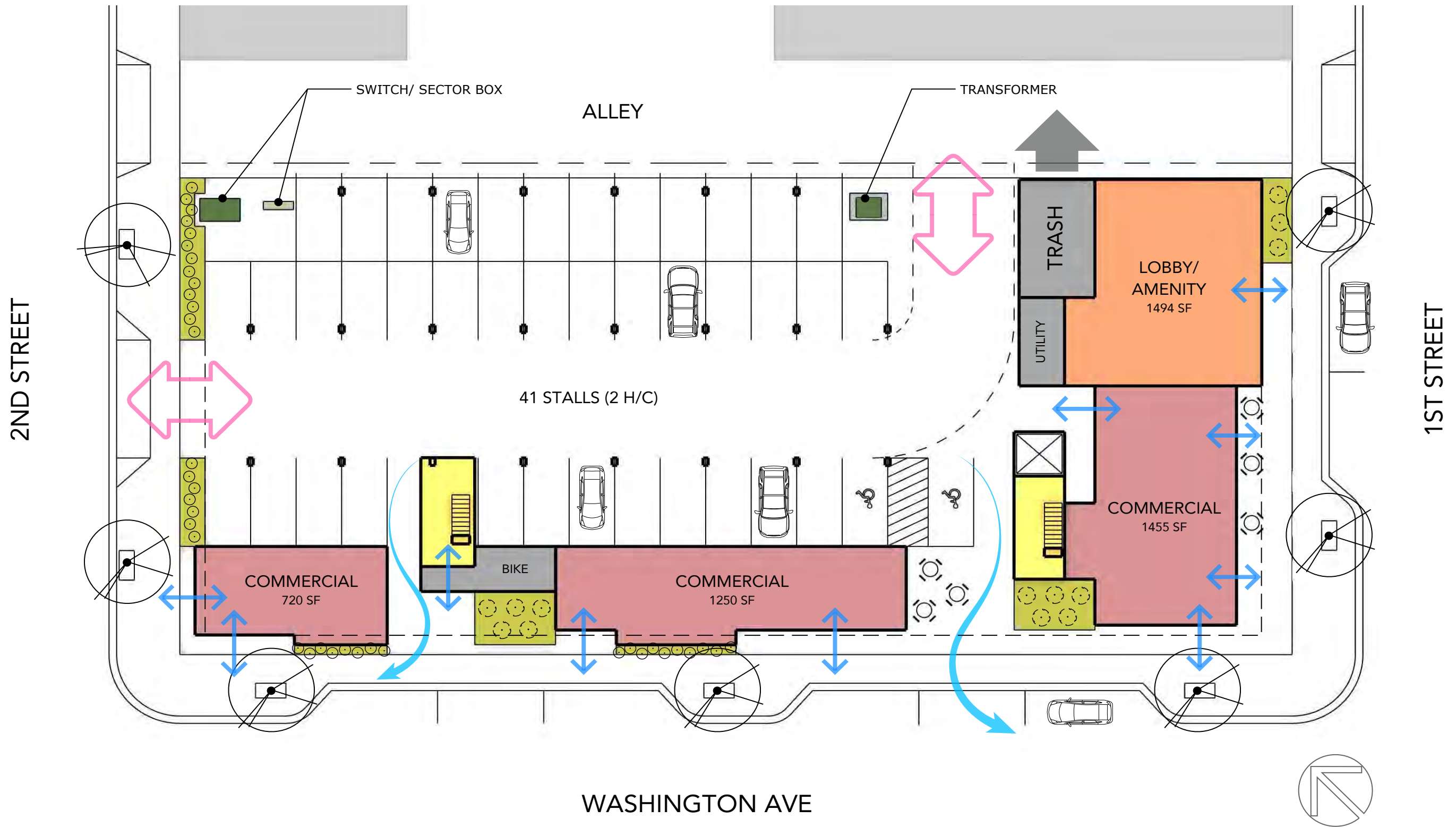
SCALE:

1ST & WASHINGTON

DATE: 06.20.2024

PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340

pivot north



LEVEL 1 - CONCEPT FLOOR PLAN

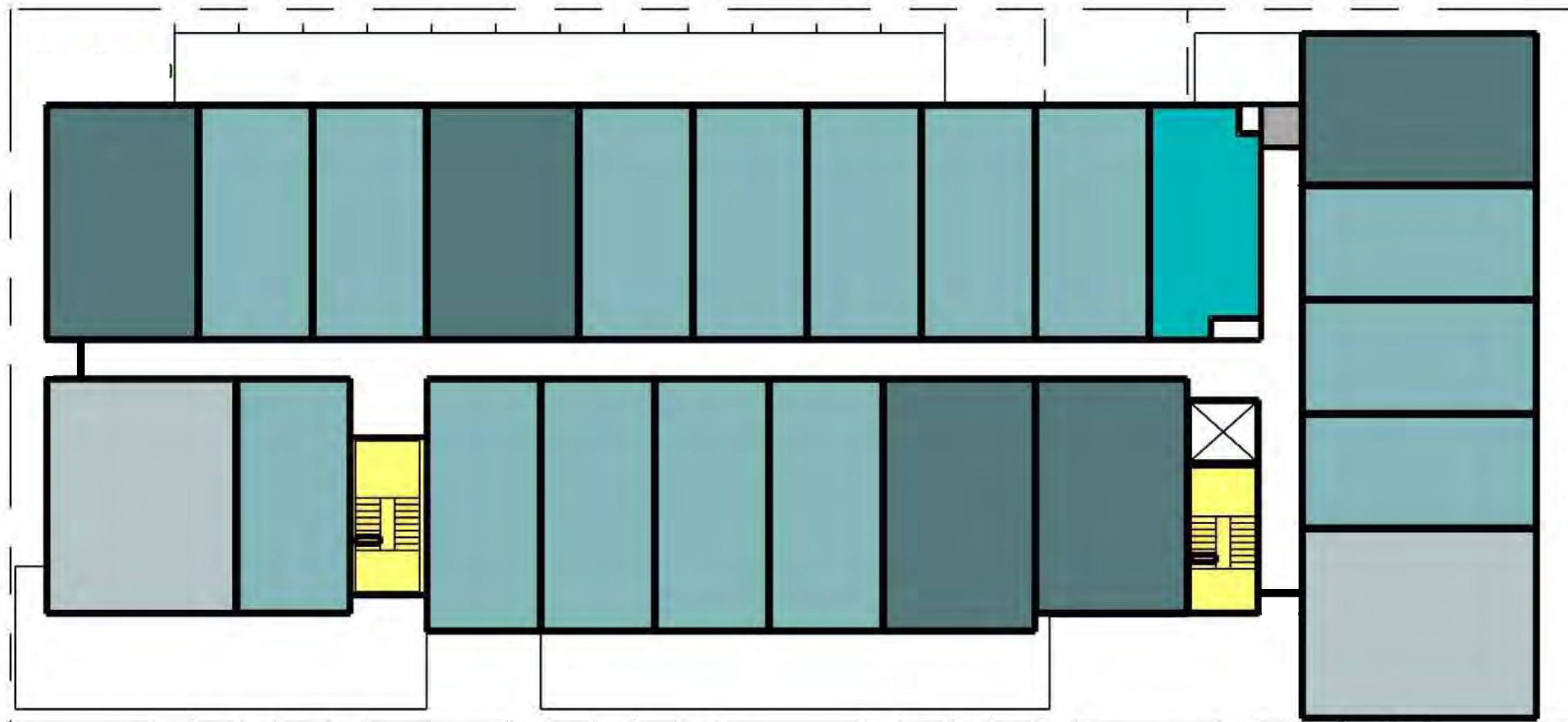
SCALE: 1" = 20'-0"

1ST & WASHINGTON

DATE: 06.20.2024





PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340





15,327 SF



	STUDIO A	3
	STUDIO B	40
	1-BED	13
	2-BED	8
TOTAL		64

LEVEL 2-3 - CONCEPT FLOOR PLAN

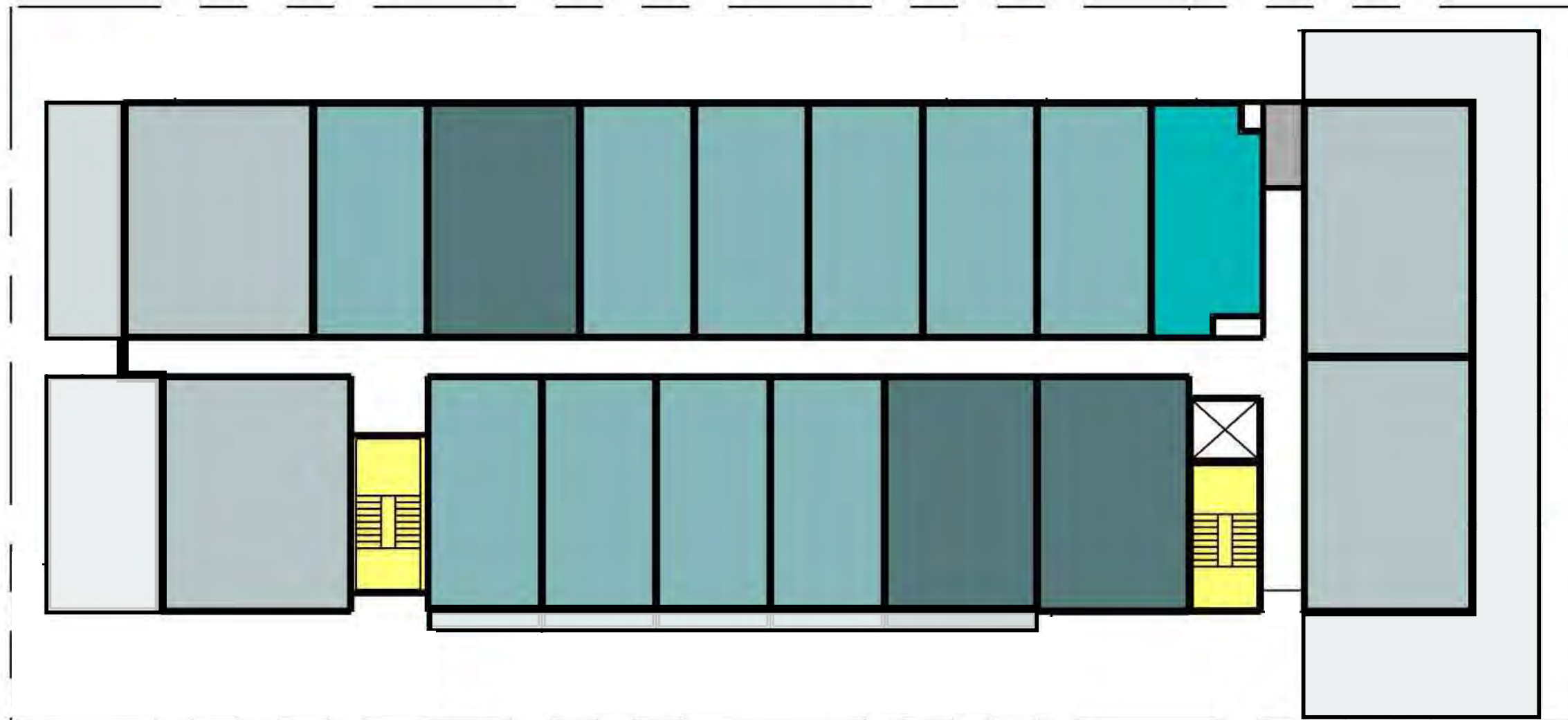
SCALE: 1" = 20'-0"





1ST & WASHINGTON

DATE: 06.20.2024

PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340

pivot north



	STUDIO A	3
	STUDIO B	40
	1-BED	13
	2-BED	8
TOTAL		64

12,726 SF



LEVEL 4 - CONCEPT FLOOR PLAN

SCALE: 1" = 20'-0"

1ST & WASHINGTON

DATE: 06.20.2024

PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340





FIRST STREET



WASHINGTON AVE

CONCEPT ELEVATIONS

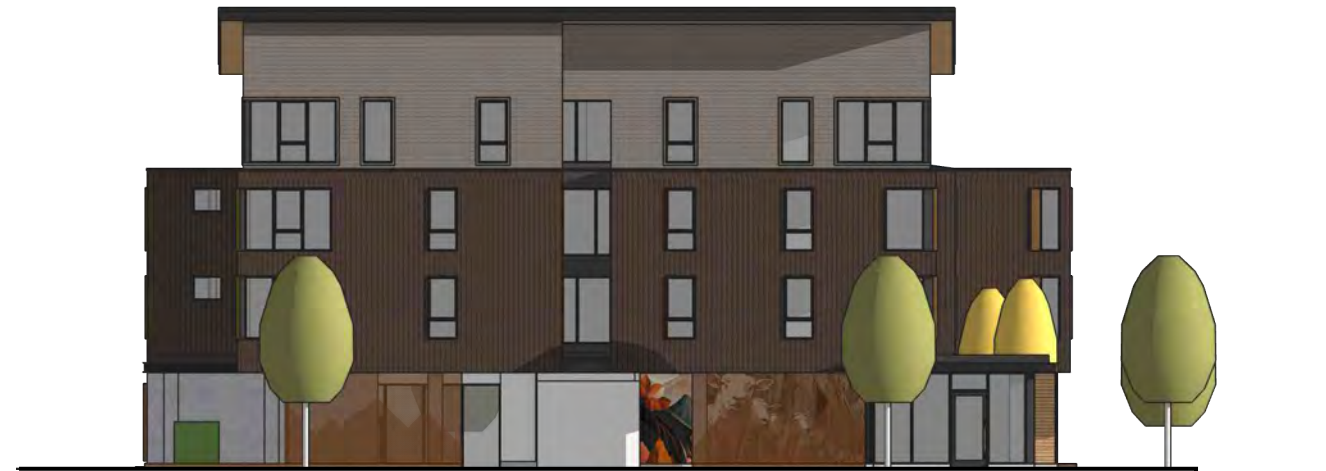
SCALE: 1" = 20'-0"

1ST & WASHINGTON

DATE: 06.20.2024

PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340

pivot north



SECOND STREET



ALLEY

CONCEPT ELEVATIONS

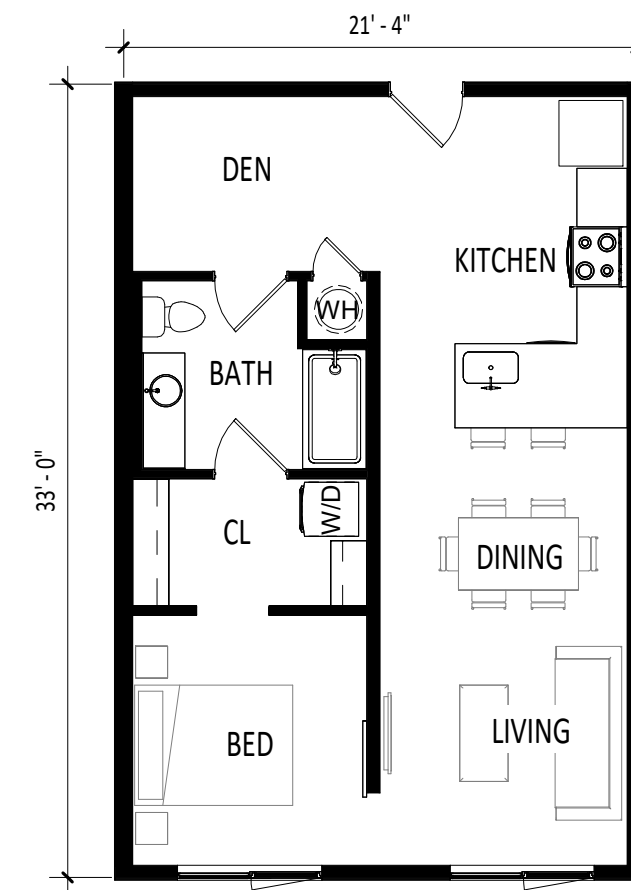
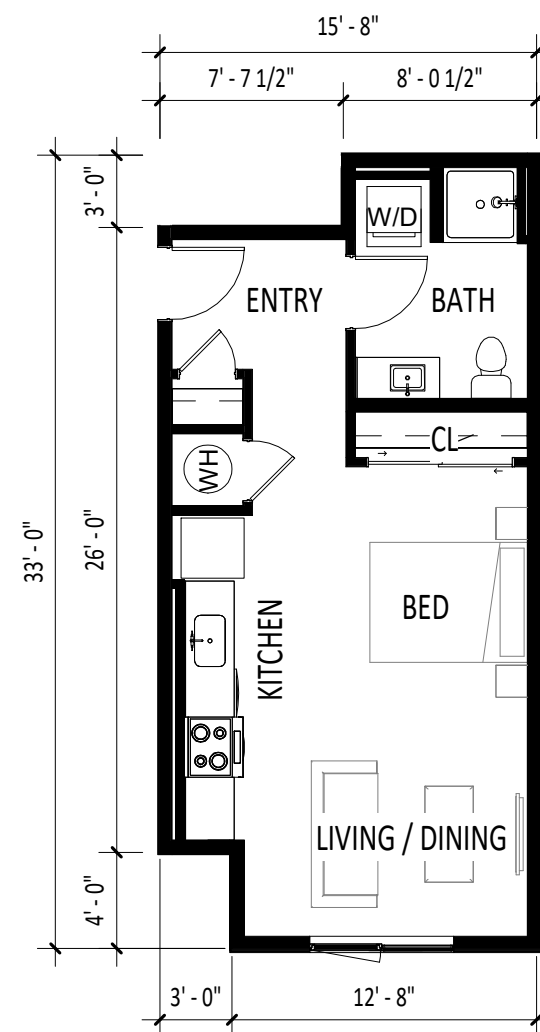
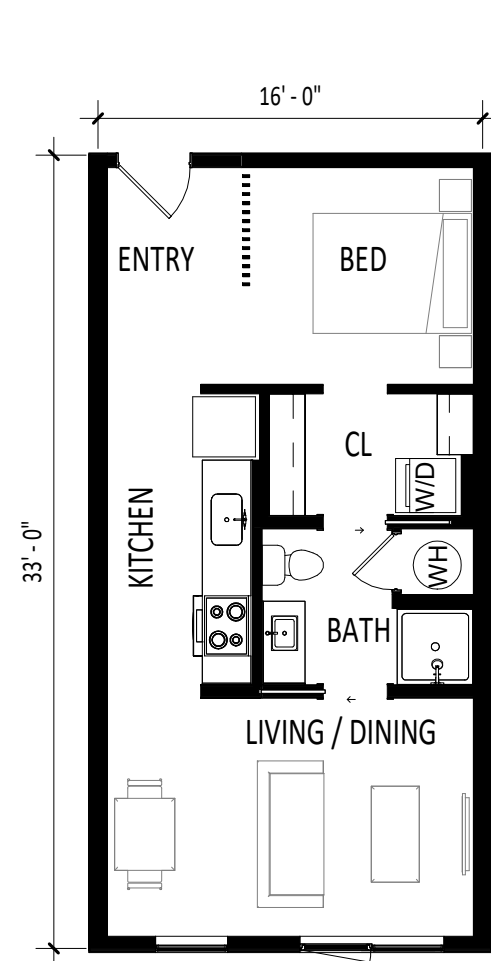
SCALE: 1" = 20'-0"

1ST & WASHINGTON

DATE: 06.20.2024

PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340

pivot north



CONCEPT UNIT PLANS

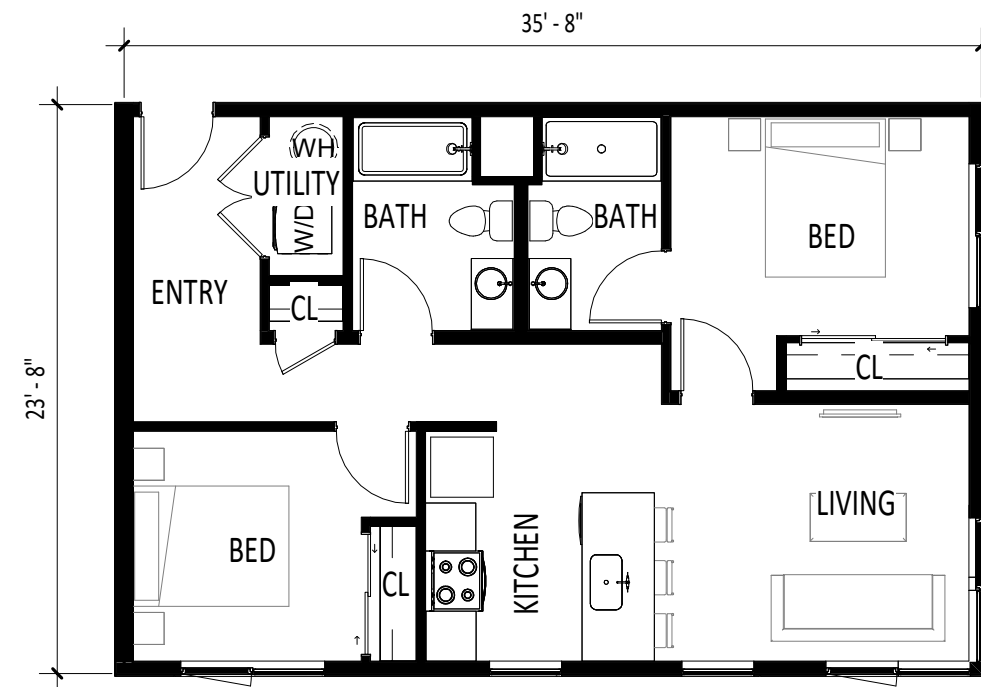
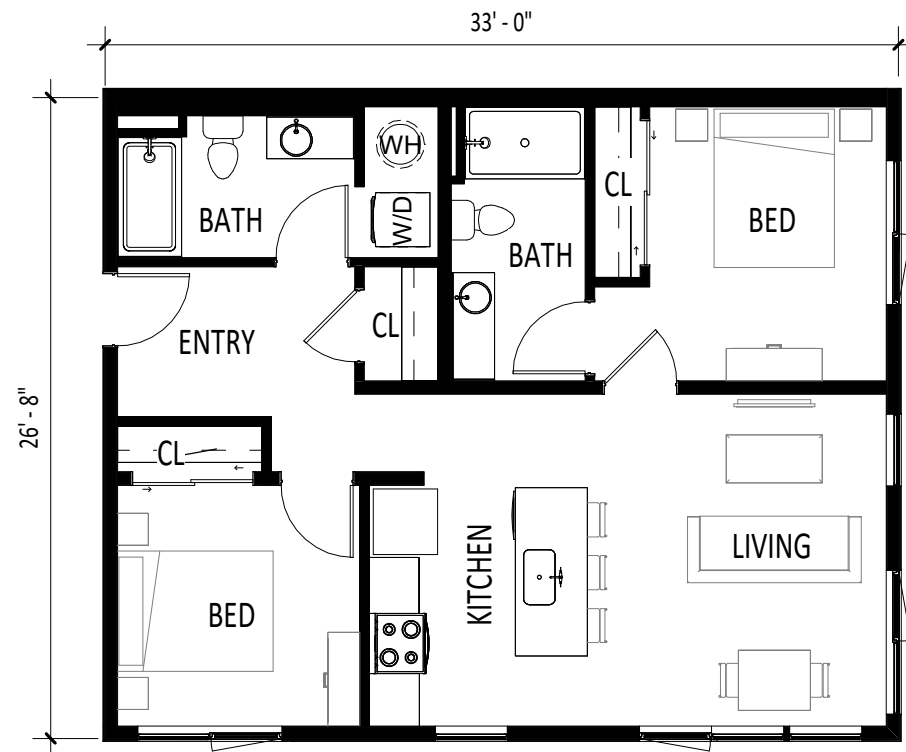
SCALE: 1/8" = 1'-0"

1ST & WASHINGTON

DATE: 06.20.2024

PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340





CONCEPT UNIT PLANS

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

1ST & WASHINGTON

DATE: 06.20.2024

PROJECT ADDRESS: 211 E 1ST ST, KETCHUM, ID 83340



June 20th, 2024

Attn: Suzanne Frick
KURA Board
1st & Washington | Project Summary

Suzanne,

On behalf of Pivot North Architecture and the development team, we appreciate the opportunity to work with the Ketchum Urban Renewal Agency on this exciting project. Please see below for a summary of the progress on mobility and sustainability initiatives outlined in the DDA and initial RFP response.

The project prioritizes pedestrian connectivity through the activation of the street. The updated plan includes a mix of commercial and retail uses fronting Washington Avenue, Second, and First Streets. The variety in size of these spaces provides a flexible range for future tenants. A residential lobby and amenity will open onto First St and serve dual use as community meeting space.

The massing maintains openings on the ground floor which connect to the public shared parking, creating a pedestrian-focused structure. The semi-enclosed areas at these voids create opportunities for covered outdoor seating and public artwork.

Transit mobility is encouraged by the bicycle storage room, including e-bike charging stations, and gear workshop. Recesses in the buildings ground floor provide additional spaces to land bicycle parking for residents and the community.

Electric vehicle charging stations will be provided at the tuck-under parking spaces below the building. The exact location and configuration have yet to be determined.

The project will meet the requirements set forth in the DDA for LEED. The project will strive to reduce energy and water usage through the design of a tight building envelope, water sense fixtures, and the use of 100% electric systems and equipment. Additional opportunities for rooftop solar and rainwater collection are being explored at the low-slope roof.

Recycling will be available to residents adjacent to the trash at the ground floor of the building and is being coordinated with Clear Creek Disposal.

We appreciate this opportunity to collaborate with you and please contact me with any questions you may have.

Sincerely,



Ian McLaughlin, Project Manager Lead, Pivot North

Attachment D

1st and Washington						
Unit Mix Design Update						
	Description		RFP Submission	Preliminary / Schematic Submission	Design Review	Final Construction Drawings
	Total Building Area (GSF)		not included	49,570		
	Number of Residential Units		66	64		
	By Type:					
	Studio		44	43		
	One Bedroom		15	13		
	Two Bedroom		7	8		
	Residential Area (GSF)		not included	31,180		
	Number of Commercial Units		3	3		
	Commercial Area (SF)		3,360	3,425		
	Lobby/Amenity		1,610	1,494		
	Parking (SF)		not included	12,200		
	Back of House (SF)		not included	1,271		
	Number of Covered Parking Spaces		44	41		
	Floor Heights					
	1st		not included	12'-0"-15'-0"		
	2nd		not included	9'-2"		
	3rd		not included	9'-2"		
	4th		not included	9'-2"		



Ketchum Urban Renewal Agency

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

June 24, 2024

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

DIRECTION TO STAFF ON NOTICE TO TERMINATE LICENSE FOR ACCESS AND USE AGREEMENT FOR TEMPORARY PARKING AT FIRST AND WASHINGTON

Introduction/History

In August 2018, the KURA and city of Ketchum entered into a License for Access and Use Agreement for the First and Washinton property for use as temporary public parking. The Agreement was amended in 2019 to reduce the annual rent from \$48,000/yr. to \$36,000/yr. The city has been paying KURA the annual rent since 2019. Attachment A is the current Agreement.

Section 5 of the Agreement sets forth the renewal terms for the Agreement. The Agreement is renewed annually beginning October 1st provided the city budgets the funding for rent and provides documentation to KURA. In order to terminate the Agreement, the KURA must provide notice to the city. Staff is requesting action from the board to terminate the Agreement since the site will undergo changes beginning fall of 2024.

It is anticipated Idaho Power will begin work to relocate equipment and underground the alley power lines in fall of this year, 2024. Construction of the First + Washinton project is expected to begin in summer 2025. It is likely the parking lot will be modified as a result of the Idaho Power work, and once the project construction begins, the site will not be available for public parking. All efforts will be made to provide public parking until project construction begins.

KURA Action

Per the terms of the Agreement, staff recommends the KURA provide notice to the city that the License for Access and Use Agreement will be terminated as of October 1, 2024. That does not mean public parking will no longer be allowed at the site. The notice is a formality to regain KURA access and control of the site for Idaho Power work and, for project construction. Staff will work with the city to continue public parking for as long as possible. The city will no longer pay rent to KURA.

Financial Requirement/Impact

With the termination of the Agreement, the city will no longer pay rent to the KURA. The FY25 KURA budget reflects the reduction in rent revenue.

Recommendation and Motion

The following motion is recommended:

“I move to direct staff to provide notice to the city terminating the License for Access and Use Agreement for the First and Washington property as of October 1, 2024 and direct staff to make all efforts to continue public parking until project construction begins.”

Attachment A: 2019 License for Access and Use Agreement

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

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

WITNESSETH:

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

B. City has constructed a parking lot on the property.

C. City desires to obtain a license for the use of the Property to operate and maintain the parking spaces constructed on the Property.

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

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

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

1. Definitions.

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

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

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

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

4. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end September 30, 2018.

5. Renewal Terms. The City may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this License for additional annual Renewal Terms. Each annual renewal of this License (a "Renewal Term") shall be deemed exercised by the City upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the License Payments and all other payments payable by the City under the License. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, City shall deliver to the Agency a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the City's governing body adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the City for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. For any Renewal Term commencing on October 1, 2019, or thereafter, the Agency may, at its discretion, notify the City in writing, no later than June 1, of its decision not to renew the License.

6. License Payments/Parking Revenues. City agrees to pay an annual License Payment in the amount of Thirty-six Thousand Dollars (\$36,000), which shall be payable in monthly installments. For any Renewal Term commencing on October 1, 2020, the license payment shall be as mutually acceptable to the City and Agency. If the City and Agency cannot reach such

agreement, this license shall terminate. All revenues from use of the Property by City shall belong to City during the Term.

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

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

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

10. Signage and Detour. The City is solely responsible for placing signage that warns the public of the temporary construction activities on the Property and detouring users away from the Property during any such period of construction.

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

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

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

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

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

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

17. No Costs to Agency. Any and all costs and expenses associated with the City's ongoing use of the Property, or the repair and maintenance thereof, shall be at the sole cost and expense of the City.

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

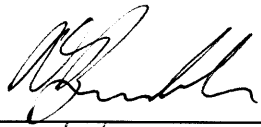
- a. Comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, and/or to the presence, use, generation, release, discharge, storage or disposal in,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

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

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

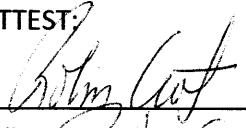
21st IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the
day of October, 2019.

CITY



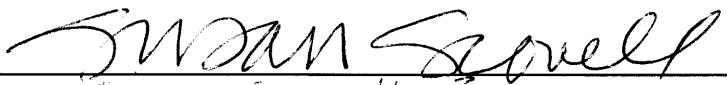
By: Neil Bradshaw
Its: Mayor
Date: 10/21/19

ATTEST:



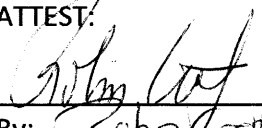
By: Robin Crotty
Its: Secretary

AGENCY



By: Susan Scovell
Its: Chair
Date: 10/21/19

ATTEST:



By: Robin Crotty
Its: Secretary



Ketchum Urban Renewal Agency

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

June 24, 2024

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE AGREEMENT 50093 WITH INTEGRA REALTY RESOURCES TO PREPARE A REUSE APPRAISAL FOR THE FIRST AND WASHINGTON PROPERTY

Introduction/History

By law, the Agency may dispose of real property for no less than the fair reuse value. In order to enter into a lease with First + Washington Properties, LLC for the First and Washinton property, the Agency must establish the fair use reuse value of the parcels.

Per Section 6 of the approved Development and Disposition Agreement with First + Washington LLC, the Agency committed to engaging Robin Brady, MAI, with Integra Realty Resources to determine the fair reuse value for the property at the Agency's expense. Robin Brady will work with the First and Washington development team to obtain the data necessary to prepare the analysis. The reuse appraisal data includes but is not limited to:

- Costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Property
- Residential unit types, sizes and expected rents,
- Construction type and materials, exterior and interior finish materials,
- Square footages of uses other than residential
- Leasing assumptions for other uses and assets such as office space and retail space
- 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
- Estimated or actual developer return, including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project

Financial Requirement/Impact

The proposal for the reuse appraisal is not to exceed \$8,500 with \$4,250 upon execution of the agreement and \$4,250 upon completion of the report. Funds are available in the FY24 budget.

Recommendation and Motion

Staff recommends the Board adopt the following motion:

"I move to approve Agreement 50093 with Robin Brady with Integra Realty Resources".

Attachment: Proposed Agreement 50093

Integra Realty Resources
Boise

Greenbelt Business Park
1031 E. Park Blvd.
Boise, ID 83712

T 208.342.2500
F 208.342.2220
www.irr.com



June 13, 2024

Ketchum Urban Renewal Agency
c/o Abbey Germaine
Elam & Burke
251 E. Front St., Ste. 300
Boise, ID 83702
(208) 343-5654
arg@elamburke.com

RE: Fair Reuse Appraisal
211 E. First St.
Ketchum, ID
Lots 5, 6, 7, and 8, Block 19, Village of Ketchum
Parcel no. RPK0000019005B, RPK0000019006B, RPK00000190070

This letter is to confirm our agreement to perform professional services for you on the above-referenced property.

The following conditions will be the basis of a contract agreement between you ("Client") and Integra Realty Resources – Boise (IRR Boise).

1. Client:
Same as above

2. Scope of Services:
Develop an opinion of the fair reuse value of the above-referenced property, defined as what an informed party could justify paying for the site under the specified redevelopment plan. Said plan includes 66 units of workforce housing renting between 110% and 127% of AMI, plus 3,400 SF of commercial space. The

Ketchum Urban Renewal Agency

June 13, 2024

Page 2

property will be conveyed via a 50-year ground lease, thus an opinion of the fair reuse rent is needed.

Results to be communicated in a narrative appraisal report containing sufficient detail for the client’s intended use.

Unless explicitly instructed otherwise by the client, IRR-Boise will transmit the appraisal to the addressee and signatory of this engagement letter.

- 3. Value Definition: Fair Reuse Value as defined in Idaho Code 50-2011
- 4. Independent Judgment/Conduct: IRR Boise will exercise independent judgment and complete the appraisal or consulting assignment in accordance with sound appraisal practice and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP).
- 5. Payment/Retainer: Client agrees to pay IRR Boise as compensation for professional appraisal services, as specified below:

Not to exceed \$8,500

Retainer	\$4,250	Due upon execution of contract
Upon Completion	<u>\$4,250</u>	Due upon completion of report
	\$8,500	Total Fee

If for any reason it appears that the fees will exceed the preceding quotation, IRR Boise agrees to contact the client for further instructions / approval.

- 6. Late Fees/Collection: Fees are due and payable upon IRR Boise’s delivery of the reports to the Client or Client’s assigns, or as set forth in Item 4 preceding.

If any balance due IRR Boise under this agreement is not paid within 30 days of the performance dates or events set forth in Item 4, then such account shall be considered delinquent and shall accrue interest at per diem equivalent of a **1.5% per month** late penalty, commencing on the date such payment became originally due.

If any payment due IRR Boise Inc. is not paid when due, Client shall pay all expenses of collection, including but not limited to, reasonable court costs and attorney’s fees.

- 7. Unbiased Opinion: IRR Boise will provide an unbiased opinion without any preconception of a particular value or conclusion to the Client.

Ketchum Urban Renewal Agency

June 13, 2024

Page 3

8. Copies of the Report: IRR Boise agrees to provide the Client **3** copies of each appraisal report. Extra copies can be made available at a \$75 minimum charge per copy if ordered prior to delivery, or \$200 if ordered subsequent to delivery of the original reports.
9. Intended Use: Property disposition purposes
10. Other Intended Users: None
11. Delivery: The anticipated timeline to complete the project is

Approximately 45 days from receipt of requested information

This delivery date assumes we receive from the Client or property owner all readily available data pertinent to the assignment, including but not necessarily limited to:

1. **Conceptual building plans, including site plan, floor plan, elevations;**
2. **Gross building area (overall and by use);**
3. **Project cost estimate;**
4. **Terms of any arms-length sale of the property in the last 3 years;**
5. **Copies of any leases or letters of intent to lease the proposed space;**
6. **Developer pro-forma revenue, operating expenses, and net operating income**
7. **To the extent available, title report, ALTA survey, environmental site assessment, and property condition assessment report**
8. **Contact person who can arrange the property inspection**

The estimated completion period assumes that access to the property is readily available. We agree to make a good faith effort to complete the report within the anticipated time frame; but reserve the right to delay such completion where strict adherence to an anticipated delivery date would compromise the reliability or validity of the resulting analysis.

12. Court Testimony: If Client requests or anyone requires IRR Boise or its agent(s) to testify or be in attendance at any court or administrative hearing relating to this appraisal or consulting assignment, attend conferences or depositions relating thereto, and for any preparation relating thereto, such will be agreed upon prior to acceptance of the assignment, and the Client shall pay IRR Boise at the rate of

Robin Brady: \$300 per hour

Ketchum Urban Renewal Agency

June 13, 2024

Page 4

13. Cancellation: If you agree to the conditions set forth herein and subsequently decide that our services are no longer needed, you are responsible for payment for the time IRR Boise has invested in the project up to that point. In such case, you will be billed for the time IRR Boise has invested at the rate of **\$850 per day**, not to exceed the fee quote for the complete assignment.

There will be a minimum rescheduling charge of **\$850**.

14. Projects Put "On Hold." If during the course of this assignment IRR Boise's work has to be put on hold due to the unavailability of information required from the Client, IRR Boise will move on to the next project on its schedule, and will make every effort to come back to the Client's project as soon as the project next in line is completed, assuming the requested information from the Client has since become available.

When an appraiser puts a project on hold for a number of days, it takes the better part of the first day back on the Client's job to read through the file notes and appraisal draft to get back "up to speed" with where he left off. Projects which are delayed by the Client more than 3 weeks are subject to a \$850 increase in the fee for services rendered.

15. Confidentiality. IRR Boise and its employees and contractors will make every reasonable effort to hold information provided us by our client confidential, if clearly provided to us under the expectation of confidentiality. However, the simple act of the Client providing IRR Boise information does not imply any obligation of confidentiality, and the proper valuation of real estate requires and is dependent upon our ability to collect and analyze comparable sales, rents, expenses, and costs. Thus, in the absence of any explicit prohibition against the use of specific information, IRR Boise may use such data in our analyses of other properties for the same or other clients. In all situations, information obtained on properties other than the subject of our analysis (comparables and potential comparables) shall not be confidential or exclusively used for this assignment, and even confidential information may be subject to disclosure under court order or peer review by the Appraisal Institute.
16. Severability. In the event any provision of this agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision of this agreement and all other provisions shall remain in full force and effect.

Your signature on the original of this letter, returned to our office, will confirm our mutual understanding. Upon receipt of the signed letter, and all applicable information as outlined in Item 8 above, we will undertake our analysis of the above-reference

Ketchum Urban Renewal Agency

June 13, 2024

Page 5

property at our earliest opportunity. We appreciate this opportunity to be of service to you.

Sincerely,

Integra Realty Resources — Boise



Robin Brady, MAI

Senior Managing Director

Client (Signature)

Client Name & Title (Printed)

Company Name (Printed)

Date



Ketchum Urban Renewal Agency

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

June 24, 2024

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Recommendation to Review and Provide Direction on FY 25 KURA Budget and FY25-30 Capital Improvement Plan

Introduction/History

Per Idaho Code 50-2006 the Urban Renewal Agency (URA) is required to adopt a budget and submit the budget to the City of Ketchum by September 1, 2024.

Staff proposes the Board review the proposed FY25 budget and five-year capital improvement plan and identify any changes. If the Board requests changes, the budget would be reviewed again by the Board in July and the adoption hearing would be set and noticed for August 19, 2024. The proposed budget and capital improvement plan is provided in Attachment A.

Analysis

The Board will hold a Public Hearing on August 19, 2024 for the purpose of considering and adopting a final budget and making appropriations to each fund for the forthcoming fiscal year 2024-25. The public may appear at the hearing and be heard upon any part of the budget.

The proposed budget is generally the same as the FY24 budget with some key changes. Those changes consist of:

- Increase in Idaho Redevelopment Association dues from \$3,414 to \$4,100. Dues are based on tax increment revenue collected.
- Reduction in training and travel to reflect minimal use.
- Reduction in general fund reimbursement for salaries to reflect reduction in projected staff hours.
- Reduction in URA operating contingency to reflect historic spending.
- Increase in funds for infrastructure projects. Increased from \$3.0 million to \$6.0 million.

- Reduction in Owner Participating Agreements (OPA) reimbursements due to Community Library and 311 First Street OPAs expiring.
- Increase in bond principal payment consistent with schedule of payments.

Proposed Capital Improvement Plan

The KURA District sunsets in 2030 and the goal is to expend all funds by 2030. To help plan ahead, a 5-year capital improvement plan (CIP) is included in the FY25 budget. Capital improvement funding would be allocated on an annual basis through the operating budget. Funding for specific projects would not be approved until the board votes to enter into a reimbursement/funding agreement for the specific project. The purpose of the CIP is to forecast project funding through 2030.

The project list was developed with city staff and consists of future projects eligible for KURA funding. When project details are finalized, the project will be presented to KURA for review and a determination by the board if the project meets KURA funding criteria and is a project the board supports.

If there are projects on the list the board does not support, or the funding amount is in question, the plan should be changed to reflect the board's direction.

Financial Requirement/Impact

The Fiscal Year 2024-2025 Urban Renewal Agency Budget provides budget authority for the services and projects the Agency anticipates providing during the new fiscal year. The overall operating budget is similar to the FY 24 budget. Funding for capital improvement projects has increased by \$3.0 million to reflect the financial commitment to the First + Washington Project and carryover of the \$820,000 Bluebird Village funding commitment.

Recommendation and Motion

Staff recommends the Board provide direction on changes to the proposed budget and set the budget adoption hearing for August 19, 2024.

Attachments:

- A: Proposed FY25 Budget and Capital Improvement Plan
- B; FY25 KURA Funding Priorities



Evolution of First and Washington Property



Fiscal Year 2024-25 Proposed Operating and Capital Improvement Plan

Chair: *Susan Scovell*

Vice-Chair: Tyler Davis-Jeffers

Commissioners: *Amanda Breen, Casey Burke,
Mason Frederickson, Courtney Hamilton,
Gary Lipton*

Executive Director: *Suzanne Frick*

Treasurer: *Brent Davis*

Secretary: *Trent Donat*





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 adopted by the City Council on April 3, 2006. 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 2024-25 Highlights

Summary: The objective of the Ketchum Urban Renewal Agency Fund is to support the capital projects to be undertaken during the fiscal year and to provide budget authority to make required principal and interest payments on the 2021 Urban Renewal Bonds.

For Fiscal Year 2024-25, the KURA will focus efforts on funding infrastructure improvements in partnership with the city of Ketchum and development of the First Street and Washington Avenue property for rent restricted workforce housing.



FY 24/25 Proposed Revenue and Expenditures

		2022	9/30/2022	2023	2023	2024	2024	2025
		Budget	Actuals	Budget	Actuals	Budget	Projected	Budget Proposed
Revenue								
98-3100-1000	TAX INCREMENT REVENUE	\$ 1,750,000	\$ 2,094,919	\$ 2,101,905	\$ 2,175,027	\$ 2,228,091	\$ 2,228,091	\$ 2,361,776
98-3100-1050	PROPERTY TAX REPLACEMENT	\$ -	\$ 13,626	\$ 6,813	\$ 15,272	\$ 12,000	\$ 12,000	\$ 12,000
98-3100-9000	PENALTY AND INTEREST ON TAXES	\$ 2,500	\$ 7,642	\$ 3,800	\$ 6,908	\$ 3,000	\$ 3,119	\$ 3,000
98-3700-1000	INTEREST EARNINGS				\$ 166,337			
98-3700-1010	INTEREST EARNINGS URA DEBT				\$ 14,230			
98-3700-2000	OTHER REVENUE (Rent)	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	
98-3700-3600	REFUNDS AND REIMBURSEMENTS				\$ 8,579			
98-3700-8000	WRCHT DEPOSIT 1ST \$ WA				\$ 10,000			
98-3800-9000	FUND BALANCE	\$ 1,078,883	\$ -	\$ 896,501	\$ -	\$ 1,762,715	\$ 1,762,715	\$ 4,680,230
	Total	\$ 2,867,383	\$ 2,152,187	\$ 3,045,019	\$ 2,432,353	\$ 4,041,806	\$ 4,041,925	\$ 7,057,006
Expenditure								
98-4410-3100	OFFICE SUPPLIES AND POSTAGE	\$ 500	\$ 17	\$ 500	\$ 24	\$ 500	\$ 100	\$ 100
98-4410-4200	PROFESSIONAL SERVICES	\$ 66,000	\$ 91,355	\$ 70,000	\$ 118,300	\$ 120,000	\$ 120,000	\$ 120,000
98-4410-4400	ADVERTISING AND LEGAL PUBLICATION	\$ 1,000	\$ 54	\$ 1,000	\$ -	\$ 1,000	\$ 500	\$ 500
98-4410-4600	LIABILITY INSURANCE	\$ 3,074	\$ -	\$ 3,074	\$ 2,969	\$ 3,000	\$ 3,414	\$ 4,100
98-4410-4800	DUES SUBSCRIPTIONS AND MEMBERS	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600	\$ 4,600	\$ 4,600
98-4410-4900	PERSONNEL TRAINING/TRAVEL	\$ 2,000	\$ 494	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 1,000
98-4410-5000	ADMINISTRATIVE EXPNS-CITY GEN FUND	\$ 34,547	\$ 24,216	\$ 43,790	\$ 38,395	\$ 25,000	\$ 25,000	\$ 25,000
98-4410-6100	REPAIR MAINT-MACHINERY & EQ	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ -
98-4410-8801	REIMBURSE CITY GENERAL FUND	\$ 75,184	\$ -	\$ 100,000	\$ 53,175	\$ 120,000	\$ 120,000	\$ 110,000
98-4410-8852	REIMBURSE IN-LIEU HOUSING FUND	\$ -	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ -
98-4410-9930	URA FUND OP CONTINGENCY	\$ 15,000	\$ -	\$ 55,000	\$ -	\$ 25,000	\$ -	\$ 15,000
	Sub Total	\$ 200,405	\$ 118,879	\$ 278,464	\$ 215,463	\$ 299,600	\$ 273,614	\$ 280,300
Capital Improvements								
98-4410-7100	INFRASTRUCTURE PROJECTS	\$ 2,000,000	\$ 276,998	\$ 2,000,000	\$ 565,244	\$ 3,000,000	\$ 2,260,000	\$ 6,095,000
98-4410-7101	LIMELIGHT OPA	\$ 150,000	\$ -	\$ 130,000	\$ -	\$ 130,000	\$ -	\$ 130,000
98-4410-7103	MISCELLANEOUS OPA	\$ 14,000	\$ 22,125	\$ 35,000	\$ 26,283	\$ 10,000	\$ 10,000	\$ 10,000
98-4410-7104	COMMUNITY LIBRARY OPA	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
98-4410-7110	ECONOMIC DEVELOPMENT PROJECTS	\$ 35,000	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -
98-4410-7112	311 FIRST STREET OPA	\$ 12,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -
98-4410-7900	DEPRECIATION EXPENSE	\$ 16,000	\$ 15,885	\$ -	\$ 38,437	\$ -	\$ -	\$ -
98-4410-7950	AMORTIZATION COSTS	\$ 11,000	\$ 3,858	\$ -	\$ 4,121	\$ -	\$ -	\$ -
	Sub Total	\$ 2,288,000	\$ 368,866	\$ 2,240,000	\$ 684,085	\$ 3,200,000	\$ 2,330,000	\$ 6,235,000
Debt Service								
98-4800-4200	PROF SERVICES-PAYING AGENCT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98-4800-8100	DEBT SERVICE ACCT PRIN-2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98-4800-8200	BOND DEBT SERVICE RESERV-INT EXP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98-4800-8300	DEBT SERVICE ACCT INTRST-2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98-4800-8400	DEBT SERVICE ACCT PRIN-2021	\$ 240,000	\$ -	\$ 393,277	\$ 472,928	\$ 481,014	\$ 481,014	\$ 488,835
98-4800-8450	DEBT SRVC ACCT INTRST-2021	\$ 138,978	\$ 76,703	\$ 133,277	\$ 69,028	\$ 61,192	\$ 61,192	\$ 52,871
	Sub Total	\$ 378,978	\$ 76,703	\$ 526,554	\$ 541,956	\$ 542,206	\$ 542,206	\$ 541,706
Total Expenditures		\$ 2,867,383	\$ 564,448	\$ 3,045,018	\$ 1,441,504	\$ 4,041,806	\$ 3,145,820	\$ 7,057,006

Materials and Services
Detail FY 24/25



Description	FY23 Actuals	FY24 Budget	FY25 Proposed
Professional Services Attorney Auditor SVED Misc Services	\$118,300	\$120,000	\$120,000
Dues, Subscriptions, Memberships Redevelopment Assoc Of Idaho	\$2,600	\$2,600	\$4,600
Personnel Training/Travel, Meetings	\$0	\$2,000	\$1,000

Capital Outlay FY 24/25



Description	FY23 Actuals	FY24 Budget	FY25 Proposed
Infrastructure Projects	\$565,244	\$3,000,000	\$6,095,000
Owner Participation Agreements	\$76,283	\$200,000	\$140,000

Staffing FY 24/25



Position	FY23 Actual	FY24 Budget	FY25 Budget
Chairperson	1	1	1
Vice-Chair	1	1	1
Commissioners	5	5	5
Executive Director	1.0	1.0	1.0
Treasurer	0.10	0.10	0.10
Secretary	0.10	0.10	0.10
AP & Payroll	0.05	0.05	0.05
TOTAL	8.25	8.25	8.25

KURA Capital Improvement Budget FY 25-30



Ketchum Urban Renewal Agency Capital Improvement Budget

Beginning Fund Balance	\$5,000,000
------------------------	-------------

	Oct 2024	Oct 2025	Oct 2026	Oct 2027	Oct 2028	Oct 2029	Oct 2030
Available Fund Balance	\$5,000,000	\$6,040,000	\$1,245,000	\$1,645,000	\$323,000	\$423,000	\$823,000

Capital Revenue								
	Oct 2024	Oct 2025	Oct 2026	Oct 2027	Oct 2028	Oct 2029	Oct 2030	Total
Budgeted/Projected Funds for Capital Projects	\$3,000,000	\$1,300,000	\$1,500,000	\$1,678,000	\$1,800,000	\$2,000,000	\$2,300,000	
Subtotal (fund balance + funds available)	\$8,000,000	\$7,340,000	\$2,745,000	\$3,323,000	\$2,123,000	\$2,423,000	\$3,123,000	\$29,077,000

Capital Projects								
	Oct 2024	Oct 2025	Oct 2026	Oct 2027	Oct 2028	Oct 2029	Oct 2030	
Underground Powerlines on Main St	\$400,000							
Master Plan for Town Square	\$60,000							
Main St Pedestrian Improvements	\$1,250,000	\$80,000						
Relocate Idaho Power Equipment at 1st/WA	\$250,000							
Reimburse Bluebird for Infrastructure		\$820,000						
Capital Contribution for 1st/WA		\$4,000,000		\$3,000,000				
Funding for 1st and WA Entitlement Plans		\$400,000						
Sidewalks		\$500,000	\$600,000		\$700,000	\$900,000	\$900,000	
Parking Management		\$95,000						
Town Square Improvements			\$500,000					
Infrastructure for Housing (YMCA and Trail Creek Lift Tower Sites)					\$1,000,000			
Pump Park Relocation								
Ore Wagon Museum Improvements						\$700,000		
Bike Network Improvements		\$50,000						
Forest Service Housing Renovations		\$150,000						
Total	\$1,960,000	\$6,095,000	\$1,100,000	\$3,000,000	\$1,700,000	\$1,600,000	\$900,000	
Carry Over Funds	6,040,000	1,245,000	1,645,000	323,000	423,000	823,000	2,223,000	

FY 24/25 Project Priority Rankings	Board member Rankings (lowest number is highest priority)							Totals	Board Priority Ranking
	AMANDA	CASEY B	COURTNEY	GARY	MASON	SUSAN	TYLER		
Streets, Sidewalks, and Public Infrastructure	3	2	8	4	2	2	1	22	2
4TH STREET- Completion of 4th Street Heritage Project	5	4	7	6	9	4	3	38	5
Parks and Open Space	9	8	9	7	5	9	9	56	9
Underground Power Lines- Undergrounding power lines in RAA	10	10	10	8	10	8	10	66	10
Bicycle, Bus, and Pedestrian Improvements	4	3	2	5	4	3	4	25	3
Community Housing	1	1	1	1	1	1	2	8	1
Public Parking and Parking Management	2*	7	5	2*	3	6	6	27	4
Recreation Facilities	8	9	4	9	6	10	5	51	8
Town Square	6	5	6	3	7	5	7	39	6
Sustainability Projects	7	6	3	10	8	7	8	49	7

* parking management only, not public parking

Rank Projects 1-10 with 1 being the top priority and 10 being the lowest