



**KETCHUM URBAN RENEWAL AGENCY**

**Monday, May 20, 2024 at 2:00 PM  
191 5th Street West, Ketchum, Idaho 83340**

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**AGENDA**

**PUBLIC PARTICIPATION INFORMATION**

Public information on this meeting is posted outside City Hall.

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

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

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

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/82299985481>  
Webinar ID: 822 9998 5481
2. Join us at City Hall.
3. Submit your comments in writing at [info@ketchumura.org](mailto:info@ketchumura.org) (*by noon the day of the meeting*).

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

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**CALL TO ORDER:**

**ROLL CALL:**

**COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:**

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

1. ACTION ITEM: Approval of Bills
2. ACTION ITEM: Approval of April 15, 2024 Minutes

**DISCUSSION ITEMS:**

3. Update on 1st and Washington Project and Report from KURA Subcommittee

**ACTION ITEMS:**

4. ACTION ITEM: Election of Brent Davis as KURA Treasurer replacing Shellie Gallagher
5. ACTION ITEM: Recommendation to Approve Resolution 24-URA08 Approving Reimbursement Agreement 50091 for the Main Street Rehabilitation Project



6. ACTION ITEM: Recommendation to Approve Resolution 24-URA07 Approving Agreement 50092 Between the KURA and First + Washington Properties LLC for Funding Design and Lot Consolidation Plans
7. ACTION ITEM: Approval of KURA Funding Priorities
8. ACTION ITEM: Review and Direction to Staff on Proposed 5 Year Capital Improvement Funding

**ADJOURNMENT:**

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
<b>URBAN RENEWAL AGENCY</b>			
<b>URBAN RENEWAL EXPENDITURES</b>			
<b>98-4410-4200 PROFESSIONAL SERVICES</b>			
KETCHUM COMPUTERS, INC.	20362	MONTHLY WORKSTATION MAINTENANCE KURA LAPTOP - MAY 2024	49.50
ELAM & BURKE	207623	GENEREAL REPRESENTATION - 4/15/24 - 4/30/24	535.00
<b>98-4410-7100 INFRASTRUCTURE PROJECTS</b>			
ELAM & BURKE	207624	1ST & WASHINGTON PROJECT	299.35
IDAHO POWER COMPANY	050724	ENGINEERING FEE FOR 1ST & WASHINGTON PROJECT SITE	3,813.00
<b>98-4410-8801 REIMBURSE CITY GENERAL FUND</b>			
CITY OF KETCHUM	7910	SALARIES & BENEFITS 3-24 TO 4-19-24	8,456.50
Total URBAN RENEWAL EXPENDITURES:			13,153.35
Total URBAN RENEWAL AGENCY:			13,153.35
Grand Totals:			13,153.35



**CITY OF KETCHUM**

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

**INVOICE**

Date	Number	Page
04/30/2024	7910	1

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

**Customer No.** 410

**Project:**

**Terms:** Due Upon Receipt

**Invoice Due Date:** 04/30/2024

Quantity	Description	Unit Price	Net Amount
1	SALARIES & BENEFITS 3-23 TO 4-19-24  98 4410 8801	8,456.50	8,456.50

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

**Amount** 8,456.50

**Balance Due** 8,456.50

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



April 30, 2024

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

Invoice No. 207624  
Client No. 8962  
Matter No. 3  
Billing Attorney: ARG

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### INVOICE SUMMARY

For Professional Services Rendered from April 1, 2024 through April 30, 2024.

**RE: 1st and Washington Project**

Total Professional Services	\$ 298.00
Total Costs Advanced	<u>\$ 1.35</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 299.35</b>

# ELAM & BURKE

April 30, 2024

Invoice No. 207624  
 Client No. 8962  
 Matter No. 3  
 Billing Attorney: ARG

## PROFESSIONAL SERVICES

Date	Atty	Description	Hours
4/01/24	RPA	Follow up on issues concerning the signing of the DDA. Consider next steps on implementation. Address parking complaints in loss of parking once the development moves forward.	.20
4/02/24	RPA	Address issues concerning development entity of project manager signature for the DDA and any need for follow-up.	.10
4/03/24	ARG	Review and respond to email correspondence from Frank Lee regarding execution of preference policy.	.20
4/03/24	RPA	Follow up on necessity for signing the preference policy and link to the ground lease.	.10
4/15/24	RPA	Review update on review committee and pending issues for next steps under the DDA.	.30
4/17/24	RPA	Provide overview of logistics and meeting protocol for the committee established to assist in the review of the design drawings and possibly using the same group for reviewing financing information.	.30

**TOTAL PROFESSIONAL SERVICES \$ 298.00**

## 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	1.00	250.00	.00	.00
Germaine, Abbey R.	Shareholder	240.00	.20	48.00	.00	.00
<b>Total</b>			<b>1.20</b>	<b>\$ 298.00</b>	<b>.00</b>	<b>\$ .00</b>

# ELAM & BURKE

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April 30, 2024

Invoice No. 207624

Client No. 8962

Matter No. 3

Billing Attorney: ARG

## COSTS ADVANCED

Description	Amount
Copies	1.35
<b>TOTAL COSTS ADVANCED</b>	<b>\$ 1.35</b>
<b>TOTAL THIS INVOICE</b>	<b>\$ 299.35</b>



251 E. Front Street, Suite 300  
Boise, Idaho 83702  
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April 30, 2024

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

Invoice No. 207624  
Client No. 8962  
Matter No. 3  
Billing Attorney: ARG

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**REMITTANCE**

**RE: 1st and Washington Project**

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**BALANCE DUE THIS INVOICE**

**\$ 299.35**

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**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](http://www.elamburke.com/payments) or go to: [www.elamburke.com/payments](http://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 207624, 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  
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Fax 208-384-5844



April 30, 2024

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

Invoice No. 207623  
Client No. 8962  
Matter No. 1  
Billing Attorney: ARG

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### INVOICE SUMMARY

For Professional Services Rendered from April 15, 2024 through April 30, 2024.

**RE: General Representation**

Total Professional Services	\$ 535.00
Total Costs Advanced	<u>    \$ .00</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 535.00</b>

# ELAM & BURKE

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April 30, 2024

Invoice No. 207623  
 Client No. 8962  
 Matter No. 1  
 Billing Attorney: ARG

## PROFESSIONAL SERVICES

Date	Atty	Description	Hours
4/15/24	ARG	Attend KURA Board meeting regarding various issues of Board funding and City of Ketchum CIP plans.	1.50
4/15/24	RPA	Prepare outline of pending/approved legislation, and provide overview at the Board meeting.	.70
4/15/24	RPA	(NO CHARGE) Review agenda packet and materials. Attend the Board meeting via Zoom. Outline next steps on various projects.	1.50

**TOTAL PROFESSIONAL SERVICES \$ 535.00**

## 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	.70	175.00	1.50	375.00
Germaine, Abbey R.	Shareholder	240.00	1.50	360.00	.00	.00
<b>Total</b>			<b>2.20</b>	<b>\$ 535.00</b>	<b>1.50</b>	<b>\$ 375.00</b>

**TOTAL THIS INVOICE \$ 535.00**

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



April 30, 2024

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

Invoice No. 207623  
Client No. 8962  
Matter No. 1  
Billing Attorney: ARG

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**REMITTANCE**

**RE: General Representation**

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**BALANCE DUE THIS INVOICE**

**\$ 535.00**

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NOTE: A 3% convenience surcharge will be applied to all of these transactions.

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

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

*Please reference: Invoice 207623, File # 8962 - 1 on all payments.*

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



CITY OF KETCHUM  
CHECK REQUEST

Date: 5-7-24

Vendor: Idaho Power Company

Vendor Mailing Address: 11831 Highway 75

Hailey Idaho, 83333

Service Provided:

Engineering Fee for 1st and Washington Project Site

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dollar Amount Requested: \$3,813

Person Requesting:

Suzanne Frick

Approved by:

Suzanne Frick

GL Code: 98-4410-7100

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



## Customer Consent to Proceed with Engineering/Design Requiring Pre-Paid Engineering Fees

Thank you for your request. We are excited to serve as your electric service provider.

I, KETCHUM URBAN RENEWAL AGENCY ("Applicant") requested for Idaho Power Company ("Idaho Power")

to proceed with engineering for the work request located at:

WASHINGTON & 1ST ST  
KETCHUM, ID 83340

Idaho Power's line extension tariff provides:

Engineering Charge. Applicants or Additional Applicants will be required to prepay all engineering costs for Line Installations and/or Alterations greater than 16 estimated hours. Estimates equal to or less than 16 hours will be billed to the Applicant or Additional Applicant as part of the construction costs, or after the engineering is completed in instances where construction is not requested.

I understand I am responsible for an engineering charge of \$93.00 per hour in Idaho or \$94.00 per hour in Oregon. I agree to pay the engineering charge, whether or not the work requested is built, and I understand the engineering charge is non-refundable.

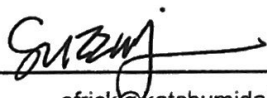
Additional fees may include, but are not limited to, the following: right of ways, permitting, research related to the design and design changes requested by the customer and billed as a part of the construction costs.

The engineering hourly rate will update annually and is assessed beginning on the Public Utility Commission's approved date.

Engineering Charge	\$3,813.00
Permit Charges	<u>\$0.00</u>
<b>Total amount to be paid and received prior to job being quoted.</b>	<b><u>\$3,813.00</u></b>

**PLEASE PRINT, COMPLETE AND SIGN, THEN SEND WITH PAYMENT TO:**

Idaho Power Company  
~~PO Box 3999~~ 11831 Highway 75  
Hailey, ID 83333  
Attn: CHERYL BENNETT

Customer Signature:  Date: 5.7.24  
Email Address: sfrick@ketchumidaho.org Phone: 208 727 5086

Idaho Power Representative: CHERYL BENNETT Date: 5/7/2024  
Email Address: CBennett2@idahopower.com Phone: 208 788 8058

Internal Use

Service Request Number: 00502327 | Work Order Number: 27653140 | Design Number: 0000170113 | Customer Account: 2271016277

# Ketchum Computers

P.O. Box 5186  
Ketchum, ID 83340

## Invoice

Date	Invoice #
5/1/2024	20362
Terms	Due Date
Net 30	5/31/2024

<b>Bill To</b>
Ketchum Urban Renewal Agency finance@ketchumidaho.org

Federal Tax ID: 26-1671669
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billing@ketchumcomputers.com
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Date	Employee	Description	Quantity	Rate	Amount
5/3/2024	Mandeville	Monthly Workstation Maintenance: KURA laptop	1	49.50	49.50

<b>Total</b>	\$49.50
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## Meeting Minutes

**Monday, April 15, 2024**

**2:00pm**

**Ketchum City Hall**

### CALL TO ORDER:

Susan Scovell called the meeting to order. *(00:00:20 in video)*

### ROLL CALL:

#### Present:

- Board Chair—Susan Scovell
- Board Member—Tyler Davis-Jeffers
- Board Member—Amanda Breen
- Board Member—Gary Lipton
- Board Member—Courtney Hamilton
- Board Member—Casey Burke

#### Absent:

- Board Member—Mason Frederickson

### Other attendees:

- Suzanne Frick, KURA Executive Director
- Trent Donat, City Clerk and KURA Secretary
- Jade Riley, City Administrator
- Ryan Armbruster, KURA Counsel *(via teleconference)*
- Abbey Germain, KURA Counsel *(via teleconference)*
- Ben Whipple, Senior Project Manager
- Betsy Roberts, Jacobs Engineering
- Mateo Franzoia, Jacobs Engineering
- Mark Sindell, GGLO

### COMMUNICATION FROM THE BOARD MEMBERS:

- Gary Lipton commented on sending a check to the government. *(00:00:57 in video)*

### CONSET CALENDAR

1. Approval of the Bills.
  - Motion to approve payment of the bills.** *(00:01:29 in video)*
  - Motion made by Courtney Hamilton; seconded by Gary Lipton
  - Ayes:** Gary Lipton, Courtney Hamilton, Amanda Breen, Casey Burke, Tyler Davis-Jeffers, Susan Scovell
  - Result:** Motion Passes
  
2. Approval of March 18 , 2024, KURA meeting minutes.
  - Abbey Germaine stated the motion should be made by someone present at the last meeting, then all could vote. (00:02:04 in video)*





**Motion to approve March 18 minutes.** *(00:02:31 in video)*

Motion made by Courtney Hamilton; seconded by Casey Burke

**Ayes:** Gary Lipton, Courtney Hamilton, Casey Burke, Tyler Davis-Jeffers, Amanda Breen, Susan Scovell

**Result:** Motion Passes

**DISCUSSION ITEMS:**

3. Update on First and Washinton Project.  
Presented by: Suzanne Frick *(00:02:42 in video)*

**Comments, questions, and discussion by Board Members.** *(00:06:02 in video)*

4. Update on Legislative Actions  
Presented by: Ryan Armbruster *(00:07:25 in video)*

**Comments, questions, and discussion by Board Members.** *(00:09:39 in video)*

**ACTION ITEMS:**

5. Identify and approve KURA contribution to the Main Street Project and direct staff to prepare a reimbursement agreement for Board approval.  
Introduced by: Suzanne Frick *(00:11:17 in video)*  
Presented by: Jade Riley *(00:13:46 in video)*

**Comments, questions, and discussion by Board Members.** *(00:23:08 in video)*

Joined by: Ben Whipple, Betsy Roberts, and Mark Sindell *(throughout the discussion)*

**Motion to authorize the 1.25mm and direct staff to prepare a reimbursement agreement, keep the board informed if there are additional costs that can be contributed towards the project in return.** *(00:48:40 in video)*

Motion made by Susan Scovell; seconded by Amanda Breen

**Ayes:** Gary Lipton, Courtney Hamilton, Casey Burke, Tyler Davis-Jeffers, Amanda Breen, Susan Scovell

**Result:** Motion Passes

6. Recommendation to review, discuss and approve KURA funding priorities and review and discuss KURA 5-year Capital Improvement Budget. *(00:49:26 in video)*  
Presented by: Suzanne Frick

**Comments, questions, and discussion by Board Members.** *(00:51:43 in video)*

Joined by: Jade Riley and Ben Whipple



7. Approve members of the KURA subcommittee to review plans for the First and Washington project.

Presented by: Suzanne Frick *(01:17:07 in video)*

**Comments, questions, and discussion by Board Members. *(01:18:41 in video)***

**Motion to appoint Casey, Susan, and Tyler to serve as the KURA subcommittee to review and provide comments on the design and plan preparation for First and Washington. *(01:19:51 in video)***

Motion made by Courtney Hamilton; seconded by Casey Burke

**Ayes:** Gary Lipton, Courtney Hamilton, Casey Burke, Tyler Davis-Jeffers, Amanda Breen, Susan Scovell

**Recused:** Amanda Breen

**Result:** Motion Passes

**ADJOURNMENT:**

**Motion to adjourn 3:23pm. *(01:20:31 in video)***

Motion made by Susan Scovell; seconded by Amanda Breen

**Ayes:** Gary Lipton, Tyler Davis-Jeffers, Susan Scovell, Courtney Hamilton, Casey Burke, Amanda Breen

**Result:** Adjourned

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Susan Scovell, Board Chair

**ATTEST:**

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Trent Donat, KURA Secretary



## **Ketchum Urban Renewal Agency**

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

May 20, 2024

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO ELECT BRENT DAVIS AS KURA TREASURER**

#### Introduction/History

At the beginning of each year, the KURA elects officers to serve as secretary, treasurer, chair and vice chair. The secretary and treasurer positions are filled by city staff serving in similar positions with the city.

Shellie Gallagher has been serving as the city and KURA treasurer. Shellie is retiring from the city and a new city treasurer, Brent Davis, has been appointed. With the change in personnel, the KURA must take action to elect Brent as the new KURA treasurer.

As illustrated in the attached resume (Attachment A), Brent is well suited to fill the position based on his expertise and experience.

#### Recommendation and Motion

Staff recommends the following motion:

“I move to appoint Brent Davis to serve as the KURA treasurer.”

Attachment A: Brent Davis Resume

# BRENT DAVIS

Rigby, ID | 208.890.7235  
linkedin.com/in/brentodavis | davisbo@gmail.com

## EXPERIENCED BUSINESS LEADER

### Executive Leadership | Employee Development | Financial Stewardship | Project Management

An accomplished business leader dedicated to driving organizational success through effective team leadership across diverse industries. Known for balancing short-term results with long-term vision, fostering winning relationships, influencing strategic decisions, and managing high-visibility programs with accountability and effective communication.

- Strategic Planning & Development
- Capital Program Management
- Relationship Management
- Audit Management
- Training & Development
- Process Improvement
- Program Management
- Competitive Intelligence
- Business Development
- Financial Planning & Analysis
- Data Research & Analytics
- Real Estate Economics
- Contract Negotiations
- Multi-Million Dollar Budgeting
- Project Oversight & Direction
- Conflict Management
- Public Speaking
- Accounts Payable & Receivable

## NOTABLE ACHIEVEMENTS

- Grown BD Consulting LLC by **leveraging professional relationships while focusing on quality work** and a willingness to provide clients with what they need in the format that maximizes results. Well-connected throughout the Wood River Valley, including an excellent relationship with the City of Ketchum, Friedman Memorial Airport, City of Hailey, Blaine County Recreation District, and others.
- Drove Friedman Memorial Airport's **commitment to long-term sustainability** by implementing financial modeling and standardized financial reporting.
- **Enhanced financial reporting** at Idaho Falls Regional Airport, fostering greater transparency and financial understanding throughout the organization.
- Championed **top-tier fiscal responsibility**, managing a budget of \$565 million for successful City of Boise operations.
- **Offered strategic guidance** to Boise City Council, the Mayor, and various departments, including oversight of the City's **Operating Budget, Capital Improvement Plan, and Strategic Real Estate** function.

## RELEVANT EXPERIENCE

### BD CONSULTING LLC, Rigby, ID Owner/President

2020-Present

- Business Operations Enhancement: Streamline and optimize business processes to boost efficiency and productivity, resulting in improved overall performance and cost-effectiveness.
- Advanced Financial Modeling: Employ sophisticated financial modeling techniques to provide a comprehensive analysis of financial data, enabling data-driven decision-making and precise forecasting.
- Strategic Capital Planning: Develop and implement a well-thought-out strategy for allocating capital resources to maximize long-term growth and financial stability, aligning with organizational objectives.
- Long-Term Financial Strategy Development: Formulate robust financial strategies that encompass budgeting, investment, and revenue planning over an extended period, ensuring financial sustainability.
- In-Depth Feasibility Studies: Conduct thorough and comprehensive assessments of proposed projects or initiatives to determine their viability, risk factors, and potential benefits, aiding informed decision-making and risk management.

### FRIEDMAN MEMORIAL AIRPORT, Hailey, ID Deputy Airport Director – Finance & Administration

2020-2022

- Played a key role in the Airport leadership team, offering guidance and support to staff, the community, and stakeholders.
- Managed financial operations to ensure long-term financial stability while adhering to Federal, State, and local regulations.
- Oversaw financial functions, including accounts payable, accounts receivable, cash receipts, grant accounting, reconciliations, journal entry approvals, and related activities.

# BRENT DAVIS

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- Administered contracts with airport users, such as rental car agencies, TSA, airline tenants, hangar owners, and the general aviation fixed-based operator.
- Developed efficient procedures for financial reporting to the Airport Authority, Airport management, and stakeholders.
- Led budget planning, financial forecasting, and capital planning efforts.
- Represented Friedman Memorial Airport in all financial matters.
- Cultivated positive working relationships with external stakeholders, including the Friedman Memorial Airport Authority, other Airport users, and the public.

**IDAHO FALLS REGIONAL AIRPORT**, Idaho Falls, ID

2019 - 2020

## **Airport Administration Manager**

- Enhanced financial reporting, fostering increased organizational transparency and financial comprehension.
- Led all facets of budget planning, reporting, procurement, and financial analysis.
- Property management responsibility through tenant leases, airport contracts, and agreements.
- Provided oversight for the PFC program, AIP grant administration, tenant/public relations, website maintenance, advertising, marketing, social media campaigns, and the DBE program.

**CITY OF BOISE**, Boise, ID

2008 – 2018

## **Budget Manager**

- Demonstrated a talent for generating innovative solutions by aligning departmental needs with data-driven strategies and roadmap development.
- Streamlined financial processes, implementing productivity-enhancing process improvements.
- Collaborated regularly with Airport management, assuming responsibility for the Airport's budget within the central budget office.
- Managed all facets of budget planning, reporting, and analysis.
- Oversaw the Capital Improvement Program and managed the Strategic Real Estate functions for the city.
- Led significant financial reporting process improvements by championing the City's budget.
- Fostered efficient workflows while maintaining control over scope and schedule through partnerships with internal and external stakeholders.
- Ensured long-term organizational sustainability and successfully navigated the challenges of the Great Recession without reducing service levels, thereby rebuilding trust in the Budget Office with the Boise City Council.
- Directed the Central Budget Office and provided guidance for all decentralized budget and financial planning activities.
- Negotiated and monitored contracts, intergovernmental agreements with external agencies, and labor agreements with municipal public safety unions.
- Played a pivotal role in enhancing employee and citizen engagement and promoting employee retention through the design, development, and execution of professional development training sessions, workshops, written budget reports, publications, correspondence, and presentations.

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## **ADDITIONAL EXPERIENCE**

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**STUKENT – Portfolio Director**

2022 – Present

- Collaborate with professors and industry experts to shape a cohesive vision for educational business courseware and simulations.
- Oversee the entire product development lifecycle, from conceptualization to launch, by coordinating efforts with professors, industry experts, copywriters, algorithm specialists, and software engineers, transforming the vision into reality.
- Own the financial performance of products with the goal of identifying areas of improvement and portfolio gaps to increase usage within Universities globally.
- Products include, but limited to: Financial Accounting, Managerial Accounting, Introduction to Business, Supply Chain, Logistics & Transportation, Business Statistics, and Sales.

**BELLEVUE FIRE DEPARTMENT – Firefighter**

2019 – 2021

- Rapidly respond to fire and EMS calls within Bellevue and neighboring areas.
- Dedicate time to weekly continued education and training to maintain peak readiness.

# BRENT DAVIS

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- Actively engage in community involvement to promote public outreach and awareness.

## **MELALEUCA – Senior Financial Analyst**

2018 – 2019

- Prepared financial analysis for new products, including expense development and monthly performance analysis.
- Developed key performance metrics with a focus on profit improvement and cost-saving initiatives.
- Created presentations delivered to the company President, Board of Directors, and management team.

## **ALBERTSONS – Senior Business Intelligence Analyst**

2018

- Prepared data analytics to ensure financial stewardship.
- Focused on the manufacturing division, emphasizing business and plant operations, cost accounting, sales support, and customer acquisition.
- Prepared and negotiated co-packing pricing contracts with various customers.
- Build and maintain data models that support business reporting and analysis needs.

## **WELLS FARGO - Assistant Branch Manager/Business Banker**

2003 – 2007

- Managed a lending office for Wells Fargo Financial before moving to the banking operation to focus on business banking.

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## **EDUCATION & CREDENTIALS**

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**Bachelor of Arts**, Occidental College, Los Angeles CA  
Economics/Business Management

**IFSAC Certification**, Idaho Fire Service Technology, Idaho Falls ID  
Firefighter I, Hazmat Awareness, Hazmat Operations

**Public Notary**, Idaho Secretary of State  
Bonded Idaho Notary



## **Ketchum Urban Renewal Agency**

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

May 20, 2024

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO APPROVE RESOLUTION 24-URA08 APPROVING KURA REIMBURSEMENT AGREEMENT 50091 FOR THE MAIN STREET REHABILITATION PROJECT**

#### Introduction/History

At the April 15, 2024 meeting, the Board approved funding in the amount not to exceed \$1,250,000 for the Main Street Rehabilitation Project. The funding will contribute towards the pedestrian improvements such as sidewalks, street trees and lighting.

#### Proposed Action

The proposed resolution and attached agreement memorializes the KURA contribution to the Project. The agreement is consistent with other funding agreements between the City and KURA. The Agreement must be approved by both the KURA and City Council. City Council consideration is scheduled for their meeting on May 20, 2024.

#### Recommendation and Motion

Staff recommends the Board approve the following motion:

“I move to approve Resolution 24-URA08 Approving Reimbursement Agreement 50091 between the KURA and the City of Ketchum for the Main Street Rehabilitation Project.”

Attachment: Resolution 24-URA08 and Agreement 50091



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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION REIMBURSEMENT AGREEMENT FOR THE MAIN STREET REHABILITATION PROJECT (“REIMBURSEMENT AGREEMENT”) BETWEEN THE CITY OF KETCHUM AND THE KETCHUM URBAN RENEWAL AGENCY; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID REIMBURSEMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE REIMBURSEMENT AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REIMBURSEMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the “Project Area”);

WHEREAS, the 2010 Plan identified improvement to sidewalks, streets, rights-of-way, pedestrian and bicycle access, crosswalks, and safety as important objectives of the 2010 Plan;

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, the City has requested funding participation from the Agency for pedestrian and transit improvements as part of the rehabilitation of Main Street between River Street and 6<sup>th</sup> Street (“Rehabilitation Project”);

WHEREAS, these street projects will greatly enhance safety and pedestrian access along one of the busiest streets in Ketchum;

WHEREAS, the Idaho Transportation Department has agreed to fund certain roadway improvements associated the Rehabilitation Project, which will include rehabilitation of roadway sections between River Street to Knob Hill Inn, or in the alternative, River Street through the 6<sup>th</sup> Street intersection;

WHEREAS, the City received an estimate for the costs of improving the roadway, sidewalks, ADA access, bus stops, lighting and street trees for the Rehabilitation Project Street from Idaho Materials & Construction identifying two million four hundred ninety nine dollars (\$2,499,000) for sidewalk, lighting, street trees and other pedestrian and transit improvements not funded and completed by Idaho Transportation Department, which estimate is included in the Reimbursement Agreement attached as Exhibit A;

WHEREAS, the Agency agreed at its Agency Board meeting on April 15, 2024, to fund fifty percent (50%) of the two million four hundred ninety nine dollars (\$2,499,000) cost estimate, for a total not to exceed of one million two hundred and fifty dollars (\$1,250,000) for the Rehabilitation Project as the scope of Rehabilitation Project was approved by the City Council on April 15, 2024;

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Project Area and in the best interests of the public to provide financial support for the Rehabilitation Project;

WHEREAS, the City and the Agency hereby find and determine that this Reimbursement Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

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

WHEREAS, in consideration of the payment by the Agency for costs, as more specifically defined in this Reimbursement Agreement, the City hereby agrees to serve and perform as project manager for the design, engineering, and construction of the Project;

WHEREAS, Agency staff has reviewed the Reimbursement Agreement and recommends approval of the Reimbursement Agreement subject to certain conditions;

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

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

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

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

Section 3: That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Reimbursement Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Reimbursement Agreement subject to representations by the Agency staff and Agency legal counsel, that all conditions precedent to and any necessary technical changes to the Reimbursement Agreement or other documents are acceptable upon advice from the Agency's legal counsel, that said changes are consistent with the provisions of the Reimbursement Agreement and the comments and discussions received at the May 20, 2024 Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on May 20, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on May 20, 2024.

URBAN RENEWAL AGENCY OF KETCHUM

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

ATTEST:

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

**KURA AGREEMENT 50091  
CITY OF KETCHUM AGREEMENT 24912  
PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION REIMBURSEMENT  
AGREEMENT FOR THE MAIN STREET REHABILITATION PROJECT**

THIS PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION REIMBURSEMENT AGREEMENT FOR THE MAIN STREET REHABILITATION PROJECT (the “Reimbursement Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the “City”), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the “Agency”), individually referred to as “Party” and collectively as the “Parties.”

**RECITALS**

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

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

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

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

WHEREAS, the 2010 Plan identified improvement to sidewalks, streets, rights-of-way, pedestrian and bicycle access, crosswalks, and safety as important objectives of the 2010 Plan;

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, the City has requested funding participation from the Agency for pedestrian and transit improvements as part of the rehabilitation of Main Street between River Street and 6<sup>th</sup> Street (“Rehabilitation Project”);

WHEREAS, this project will greatly enhance safety and pedestrian access along one of the busiest streets in Ketchum;

WHEREAS, the Idaho Transportation Department has agreed to fund certain roadway improvements associated the Rehabilitation Project, which will include rehabilitation of roadway sections between River Street to Knob Hill Inn, or in the alternative, River Street through the 6<sup>th</sup> Street intersection;

WHEREAS, the City received an estimate for the costs of improving the roadway, sidewalks, ADA access, bus stops, lighting and street trees for the Rehabilitation Project from Idaho Materials & Construction identifying two million four hundred ninety nine dollars (\$2,499,000) for sidewalk, lighting, street trees and other pedestrian and transit improvements not funded and completed by Idaho Transportation Department, see Exhibit A attached;

WHEREAS, the Agency agreed at its Agency Board meeting on April 15, 2024, to fund fifty percent (50%) of the two million four hundred ninety nine dollars (\$2,499,000) cost estimate, for a total not to exceed of one million two hundred and fifty dollars (\$1,250,000) for the Rehabilitation Project as the scope of Rehabilitation Project was approved by the City Council on April 15, 2024;

WHEREAS, the Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Project Area and in the best interests of the public to provide financial support for the Rehabilitation Project;

WHEREAS, the City and the Agency hereby find and determine that this Reimbursement Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency;

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

WHEREAS, in consideration of the payment by the Agency for costs, as more specifically defined in this Reimbursement Agreement, the City hereby agrees to serve and perform as project manager for the design, engineering, and construction of the Project.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the provisions contained herein and the recitals set forth above, which are a material part of this Reimbursement Agreement, the Parties agree as follows:

1. **Definitions.** As used in this Reimbursement Agreement, the following words, unless the context dictates otherwise, shall have the following meanings:

**Act** shall mean collectively the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and supplemented and the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code as amended and supplemented.

**Board** shall mean the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

**Contract** shall mean the contract through which the general contractor is awarded the construction of the Project.

**Contractor** shall mean the selected general contractor awarded the construction of the Project.

**Rehabilitation Project** shall mean the Main Street Rehabilitation Project from River Street to 6<sup>th</sup> Street in the City of Ketchum.

## 2. Recitals and Purpose

- 2.1. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.
- 2.2. The purpose of this Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the design services, engineering services, project management services, and construction cost services for this Reimbursement Agreement.

3. **City Services and Responsibilities for the Main Street Rehabilitation Project.** City agrees to furnish its skill and judgment necessary to carry out the project administration for the Rehabilitation Project.

3.1 Design, Engineering, and Construction. City shall oversee Idaho Materials & Construction, design, engineering, construction, management, and administration for the Rehabilitation Project. updates on the construction of the Project for Agency review and comment.

3.2 Project Construction Estimates. City has obtained estimates from Idaho Materials & Construction for the Rehabilitation Project.

3.3 Design and Construction. The obligations under this Reimbursement Agreement shall end thirty (30) days after final payment to the Contractor under the Contract has been paid. The City shall:

- a. Provide administration of the Rehabilitation Project in compliance with generally accepted standards recognizing that the Rehabilitation Project is a partially Agency funded project with the City providing project oversight.
- b. Provide necessary project oversight to assure timely progress and process all invoices and payment requests and verify Idaho Materials &



Construction's entitlement to all progress payments or other payments requested by Contractor;

- c. Receive and hold all certificates of insurance required by the Contract;
- d. Provide monthly progress reports to Agency either in writing or by presentation to Agency at Agency's Board meetings;
- e. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and

3.4 City Contribution. A portion of this Rehabilitation Project as described in this Reimbursement Agreement is within the Project Area and is funded through the Agency. The City has budgeted funds for a portion of the work. City shall contribute all funds toward any work or improvements to areas outside the Project Area.

4. **Agency and City Obligations.** The purpose of this Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the Rehabilitation Project.

5. **Effective Date.** This Reimbursement Agreement shall be effective upon execution of the Reimbursement Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City and/or the City Administrator, as the case may be, the effective date being the date of last signature.

6. **Method of Reimbursement.**

- a. **Project Costs.** As consideration for the public improvement and value of the Rehabilitation Project set forth above, the Agency shall pay the City one million two hundred fifty thousand dollars (\$1,250,000), toward the Project cost estimate provided by Idaho Materials and Construction, for a total funding contribution by the Agency, not to exceed one million two hundred fifty thousand dollars (\$1,250,000). All project costs related to areas outside of the Project Area will be borne by the City.

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information in reimbursement invoices and in a final invoice upon completion of the Rehabilitation Project:

- a. requests for payment for billing invoices received for work related to the Rehabilitation Project with sufficient documentation to ensure accuracy; and
- c. certification by the City that the costs incurred for services are consistent with the scope of the Rehabilitation Project; and
- d. monthly reports on the Rehabilitation Project status as described above.

Upon receipt and approval of the reimbursement invoice, Agency shall remit payment to City for all approved amounts within fifty (50) days of Agency's receipt of an invoice or payment request. If Agency disputes any amount, Agency shall pay the undisputed amount within fifty (50) days and reasonably cooperate with City to resolve the disputed amount. City shall include this payment process within the Contract with the selected contractor.

7. **Records Project Costs.** Costs pertaining to the Rehabilitation Project shall be kept on the basis of generally accepted accounting principles and shall be available to the Agency or the Agency's authorized representative at mutually convenient times.

8. **Insurance.**

- a. The City (either itself, Idaho Materials & Construction, or the selected Contractor) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Rehabilitation Project; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Rehabilitation Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Project; and claims arising out of the performance of this Reimbursement Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.
- b. The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage to the Project, or other property owned by the City.

9. **Indemnity.** Only to the extent permitted by Idaho law, the City shall defend, indemnify, and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable planning, design and engineering fees, and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the planning, design, and engineering of the Project or otherwise arising out of this Reimbursement Agreement. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter

to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

10. **Amendment.** This entire Reimbursement Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.

11. **Severability.** In the event any provision of this Reimbursement Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

<u>To Agency:</u> Susan Scovell , Chair Ketchum Urban Renewal Agency P.O. Box 2315 Ketchum, ID 83340	<u>To City:</u> City of Ketchum P.O. Box 2315 Ketchum, ID 83340
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13. **Non-Waiver.** Failure of either Party to exercise any of the rights under this Reimbursement Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

14. **Choice of Law.** Any dispute under this Reimbursement Agreement, or related to this Reimbursement Agreement, shall be decided in accordance with the laws of the state of Idaho.

15. **Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Reimbursement Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Reimbursement Agreement.

16. **Authority to Execute.** Agency and City have duly authorized and have full power and authority to execute this Reimbursement Agreement.

17. **Assignment.** It is expressly agreed and understood by the Parties hereto that the City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Reimbursement Agreement except upon the prior express written consent of Agency.

18. **Disputes.** In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Reimbursement Agreement, the aggrieved Party shall promptly notify the other Party to this Reimbursement Agreement of the dispute within

ten (10) days after such dispute arises. If the Parties have failed to resolve the dispute within thirty (30) days after delivery of such notice, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

**19. Anti-Boycott Against Israel Certification.**

City and Agency hereby certify pursuant to Section 67-2346, Idaho Code, they are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

**20. Government of China Owned Companies Prohibited**

The Developer is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

**21. Entire Agreement.** This Reimbursement Agreement along with any and all exhibits attached hereto and incorporated herein by reference contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Project.

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

CITY OF KETCHUM

By \_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST:

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

KETCHUM URBAN RENEWAL AGENCY

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

ATTEST:

\_\_\_\_\_  
Secretary

**Exhibit A**

Idaho Materials & Construction Estimate

**SH-75, RIVER ST TO 10TH ST - MAIN ST**  
**Project No. A022(210)**  
**Unit Price Form - May 2, 2024**

**Unit Price Schedule**

Item No.	Description	Estimated Quantity	Unit	IMC Unit Price	IMC Extended Unit Price
<b>REMOVALS</b>					
201-005A	CLEARING & GRUBBING	1	ACRE	\$ 12,000.00	\$ 12,000
202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	10	EACH	\$ 1,200.00	\$ 12,000
203-001A	REMOVAL OF OBSTRUCTIONS (PAVERS)	447	SY	\$ 68.00	\$ 30,396
203-001B	REMOVAL OF OBSTRUCTIONS (LANDSCAPE)	71	SY	\$ 110.00	\$ 7,794
203-001C	REMOVAL OF OBSTRUCTIONS (WOOD SIDEWALK)	(19)	SY	\$ 55.00	\$ (1,068)
203-002A	REMOVAL OF OBSTRUCTIONS (LUMINAIRE)	5	EACH	\$ 1,000.00	\$ 5,000
203-002B	REMOVAL OF OBSTRUCTIONS (BIKE RACK)	-	EACH	\$ 300.00	\$ -
203-002C	REMOVAL OF OBSTRUCTIONS (TRASH RECEPTACLE)	-	EACH	\$ 300.00	\$ -
203-003A	REMOVAL OF OBSTRUCTIONS (RETAINING WALL)	142	FT	\$ 105.00	\$ 14,900
203-005A	REMOVAL OF OBSTRUCTIONS (RAMP AND HANDRAILS)	-	LS	\$ -	\$ -
203-006A	REMOVAL OF SIGN	47	EACH	\$ 175.00	\$ 8,225
203-015A	REMOVAL OF BITUMINOUS SURFACE	14,494	SY	\$ 26.00	\$ 376,856
203-055A	REMOVAL OF CONCRETE PAVEMENT	23	SY	\$ 55.00	\$ 1,283
203-060A	REMOVAL OF CONCRETE SIDEWALK	189	SY	\$ 70.00	\$ 13,207
203-070A	REMOVAL OF CURB & GUTTER	2,810	FT	\$ 13.00	\$ 36,530
203-085A	REMOVAL OF GUTTER	41	FT	\$ 25.00	\$ 1,025
203-090A	REMOVAL OF INLET	12	EACH	\$ 3,000.00	\$ 36,000
203-122A	REMOVAL OF MISCELLANEOUS ITEMS (POLE FOUNDATION)	7	EACH	\$ 300.00	\$ 2,100
203-122B	REMOVAL OF MISCELLANEOUS ITEMS (SIGNAL HEAD)	6	EACH	\$ 1,000.00	\$ 6,000
203-123B	REMOVAL OF MISCELLANEOUS ITEMS (PIPE)	167	FT	\$ 35.00	\$ 5,845
203-130B	REMOVAL OF PAVEMENT MARKINGS	19	SF	\$ 60.00	\$ 1,140
<b>ROADWAY &amp; HARDSCAPE</b>					
205-005A	EXCAVATION	1,192	CY	\$ 90.00	\$ 107,279
205-030A	BORROW	4	CY	\$ 75.00	\$ 332
301-005A	GRANULAR SUBBASE	616	TON	\$ 140.00	\$ 86,220
303-022A	3/4" AGGREGATE TYPE B FOR BASE	1,818	TON	\$ 140.00	\$ 254,464
401-014A	DILUTED EMULSIFIED ASPHALT FOR TACK COAT	1,123	GAL	\$ 20.00	\$ 22,454
405-240A	MISCELLANEOUS PAVEMENT	-	SY	\$ 165.00	\$ -
405-245A	APPROACH	-	EACH	\$ 6,000.00	\$ -
405-455A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-5	4,642	TON	\$ 190.00	\$ 881,911
509-010A	NON-STRUCTURAL CONCRETE	-	SY	\$ 785.00	\$ -
614-015A	SIDEWALK	143	SY	\$ 195.00	\$ 27,809
614-020A	DRIVEWAY	59	SY	\$ 265.00	\$ 15,517
614-025A	CURB RAMP	359	SY	\$ 335.00	\$ 120,269
615-256A	CURB TYPE 1	301	FT	\$ 150.00	\$ 45,150
615-257A	CURB TYPE 2	36	FT	\$ 150.00	\$ 5,400
615-331A	GUTTER TYPE 1	33	FT	\$ 150.00	\$ 4,950
615-492A	CURB & GUTTER TYPE 2	-	FT	\$ 150.00	\$ -
615-651A	TRAFFIC SEPARATOR TYPE 1	52	FT	\$ 150.00	\$ 7,800
S605-10A	CONC COLLAR	1	EACH	\$ 950.00	\$ 950
S904-05A	SP CONCRETE RAMP AND STAIRS	-	LS	\$ -	\$ -
S911-05A	SP 6" ROLLED CURB & GUTTER	3,856	FT	\$ 79.00	\$ 304,624
S911-05B	SP 6" RIBBON CURB	140	FT	\$ 150.00	\$ 21,000
S912-05A	SP PAVER SIDEWALK	2,748	SY	\$ 188.00	\$ 516,687
S912-05B	SP WOOD SIDEWALK	37	SY	\$ 700.00	\$ 25,900
S912-05D	SP PAVER CURB RAMP	59	SY	\$ 716.00	\$ 42,244
S912-05E	SP NEW SNOWMELT	60	SY	\$ 75.00	\$ 4,500

**SH-75, RIVER ST TO 10TH ST - MAIN ST**  
**Project No. A022(210)**  
**Unit Price Form - May 2, 2024**

**Unit Price Schedule**

Item No.	Description	Estimated Quantity	Unit	IMC Unit Price	IMC Extended Unit Price
<b>DRAINAGE</b>					
605-025A	12" STORM SEWER PIPE	396	FT	\$ 84.00	\$ 33,264
605-035A	18" STORM SEWER PIPE	66	FT	\$ 140.00	\$ 9,240
605-455A	MANHOLE TYPE A	1	EACH	\$ 9,250.00	\$ 9,250
605-500A	CATCH BASIN TYPE 1	18	EACH	\$ 4,750.00	\$ 85,500
605-635A	ADJUST MANHOLE COVERS	16	EACH	\$ 3,000.00	\$ 48,000
605-640A	ADJUST VALVE COVERS	11	EACH	\$ 3,000.00	\$ 33,000
605-655A	DRYWELL	3	EACH	\$ 8,050.00	\$ 24,150
606-110A	PIPE UNDERDRAIN	143	LF	\$ 120.00	\$ 17,160
<b>SIGNAL AND ILLUMINATION</b>					
587-005A	PAINTING STRUCTURAL STEEL		LS	\$ -	\$ -
619-010A	ILLUMINATION TYPE 2 (Allowance)	1	LS	\$ 50,000.00	\$ 50,000
656-010A	SIGNAL HOUSING (Install price only)	18	EACH	\$ 2,161.76	\$ 38,912
656-015A	INTERSECTION PREEMPTION DETECTION SYSTEM	2	EACH	\$ 31,234.60	\$ 62,469
656-020B	INTERSECTION DETECTION SYSTEM - RADAR (Install price only)	3	EACH	\$ 24,644.30	\$ 73,933
656-020C	INTERSECTION DETECTION SYSTEM - VIDEO	-	EACH	\$ 25,000.00	\$ -
656-020E	INTERSECTION DETECTION SYSTEM - THERMAL	-	EACH	\$ 8,000.00	\$ -
656-030A	INTERSECTION SIGNAL STRUCTURE (Install price only)	2	EACH	\$ 42,732.40	\$ 85,465
656-035A	INTERSECTION PEDESTRIAN SYSTEM (Install price only)	12	EACH	\$ 2,462.66	\$ 29,552
656-040A	SIGNAL CABINET (Install price only)	3	EACH	\$ 15,666.86	\$ 47,001
656-045A	SIGNAL CONTROLLER (Install price only)	3	EACH	\$ 778.80	\$ 2,336
656-070A	ADDITIONAL ELECTRICAL ITEMS (Signals only)	1	LS	\$ 351,467.84	\$ 351,468
657-015A	RRFB, AC POWERED (Already procured by City)	1	EACH	\$ 39,488.60	\$ 39,489
657-020A	RRFB, SOLAR POWERED (Already procured by City)	1	EACH	\$ 37,488.60	\$ 37,489
S901-05H	SP TRAFFIC SIGNAL HOUSE - RESET	4	EACH	\$ 2,096.86	\$ 8,387
S901-05J	SP BOLT DOWN TUBULAR MARKER	18	EACH	\$ 605.00	\$ 10,890
S901-05K	SP INSTALL ORNAMENTAL POLE	16	EACH	\$ 2,000.00	\$ 32,000
S904-05D	SP INTELLIGENT TRANSPORTATION SYSTEM	1	LS	\$ 203,917.20	\$ 203,917
	Conduit and Locate Wire	3,380	LF	\$ 46.38	
	Junction Vaults	17	EACH	\$ 2,223.12	
	Splice Vaults	3	EACH	\$ 3,119.92	
<b>SIGNING AND PAVEMENT MARKINGS</b>					
616-010A	SIGN TYPE B-1	140	SF	\$ 55.50	\$ 7,770
616-040G	STEEL SIGN POST TYPE B-2	100	FT	\$ 645.00	\$ 64,500
616-040K	STEEL SIGN POST TYPE E-2	297	FT	\$ 72.00	\$ 21,384
616-080A	REINSTALL SIGN FACE	40	EACH	\$ 305.00	\$ 12,200
616-090A	SPECIAL INSTALL SIGN (Procure and Install sign)	8	EACH	\$ 815.00	\$ 6,520
616-100A	SIGN BRACES	24	LB	\$ 96.50	\$ 2,316
630-005A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - WATERBORNE	3,200	SF	\$ 5.30	\$ 16,960
630-010A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - PREFORMED THERMOPLASTIC	4,000	SF	\$ 19.00	\$ 76,000
630-025A	LONGITUDINAL PAVEMENT MARKING - WATERBORNE	19,300	FT	\$ 1.00	\$ 19,300
<b>UTILITIES</b>					
<b>STREETSCAPE AND IRRIGATION</b>					
S900-05A	CONTINGENCY AMOUNT ADDITIONAL ELECTRICAL WORK	280,000	CA	\$ 1.00	\$ 280,000
	Conduit and Locate Wire	(120,000)	LF	\$ 46.38	
	Junction Vaults	17	EACH	\$ 2,223.12	
	Splice Vaults	6	EACH	\$ 3,119.92	



**SH-75, RIVER ST TO 10TH ST - MAIN ST**  
**Project No. A022(210)**  
**Unit Price Form - May 2, 2024**

**Unit Price Schedule**

Item No.	Description	Estimated Quantity	Unit	IMC Unit Price	IMC Extended Unit Price
S901-05A	SP TREE IRRIGATION ADJUSTMENT	10	EACH	\$ 5,500.00	\$ 55,000
S901-05B	SP ELECTRICAL RECEPTACLE ADJUSTMENT	10	EACH	\$ 1,000.00	\$ 10,000
S901-05C	SP POST ADJUSTMENT	6	EACH	\$ 1,000.00	\$ 6,000
S901-05D	SP TREE GRATES	30	EACH	\$ 3,400.00	\$ 102,000
S901-05E	SP TREE (AUTUMN BLAZE MAPLE)	34	EACH		\$ -
S901-05F	SP FURNISHING FOOTING	-	EACH	\$ 450.00	\$ -
S904-05B	SP IRRIGATION RELOCATION	1	LS	\$ 24,500.00	\$ 24,500
S912-05C	SP ADJUST EXISTING SNOWMELT	595	SY	\$ 65.00	\$ 38,675
S901-05G	SP MODULAR SUSPENDED PAVEMENT SYSTEM (SILVA CELL)	46	SY	\$ 905.00	\$ 41,630
	<b>TEMPORARY/TRAFFIC CONTROL</b>				
Z629-05A	MOBILIZATION (≤10% OF SCHEDULE BID TOTAL)	1	LS	\$ 520,567.18	\$ 520,567
675-005A	SURVEY	1	LS	\$ 104,113.44	\$ 104,113
S904-05D	SP EROSION AND SEDIMENT CONTROL	1	LS	\$ 47,000.00	\$ 47,000
107-019A	SURVEY MONUMENT PRESERVATION	10,000	CA	\$ 1.00	\$ 10,000
205-060A	WATER FOR DUST ABATEMENT	2,000	MG	\$ 32.00	\$ 64,000
626-005A	PEDESTRIAN CHANNELING DEVICES	6,000	FT	\$ 8.50	\$ 51,000
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	600	SF	\$ 25.00	\$ 15,000
626-025A	BARRICADE	40	EACH	\$ 125.00	\$ 5,000
626-080A	TEMPORARY CURB RAMP	40	EACH	\$ 2,350.00	\$ 94,000
626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	500	HR	\$ 65.50	\$ 32,750
626-112B	FLOOD LIGHTS	200	DAY	\$ 50.00	\$ 10,000
626-115A	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)	1,000	DAY	\$ 60.00	\$ 60,000
626-120A	FLAGGER CONTROL	2,000	HR	\$ 65.50	\$ 131,000
626-125A	PILOT CAR	1,000	HR	\$ 92.00	\$ 92,000
626-130B	TEMPORARY TRAFFIC CONTROL SIGNAL	200	DAY	\$ 59.00	\$ 11,800
626-135A	WEIGHTED BASE TUBULAR MARKERS	200	EACH	\$ 18.00	\$ 3,600
<b>Total of Extended Unit Prices</b>					<b>\$ 6,457,502</b>

**SH-75, RIVER ST TO 10TH ST - MAIN ST**  
**Project No. A022(210)**  
**2nd-4th Lunceford Scope**

**Unit Price Schedule**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Unit Price
<b>REMOVALS</b>					
202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	12	EACH	\$ 400.00	\$ 4,800
203-001A	REMOVAL OF OBSTRUCTIONS (PAVERS)	648	SY	\$ 68.00	\$ 44,064
203-001B	REMOVAL OF OBSTRUCTIONS (LANDSCAPE)	46	SY	\$ 110.00	\$ 5,060
203-001C	REMOVAL OF OBSTRUCTIONS (WOOD SIDEWALK)	42	SY	\$ 55.00	\$ 2,310
203-060A	REMOVAL OF CONCRETE SIDEWALK	1,301	SY	\$ 70.00	\$ 91,070
203-070A	REMOVAL OF CURB & GUTTER	824	FT	\$ 12.50	\$ 10,300
<b>ROADWAY &amp; HARDSCAPE</b>					
	SIDEWALK (Prep, Agg and Sub Base)	20	SY	\$ 62.00	\$ 1,240
	DRIVEWAY (Prep, Agg and Sub Base)	13	SY	\$ 62.00	\$ 806
	CURB RAMP (Prep, Agg and Sub Base)		SY	\$ 126.00	\$ -
	CURB TYPE 1 (Prep, Agg and Sub Base)		FT	\$ 45.00	\$ -
	CURB TYPE 2 (Prep, Agg and Sub Base)	20	FT	\$ 45.00	\$ 900
	GUTTER TYPE 1 (Prep, Agg and Sub Base)		FT	\$ 45.00	\$ -
	CURB & GUTTER TYPE 2 (Prep, Agg and Sub Base)	-	FT	\$ 45.00	\$ -
	SP 6" ROLLED CURB & GUTTER (Prep, Agg and Sub Base)	1,233	FT	\$ 45.00	\$ 55,485
	SP 6" RIBBON CURB (Prep, Agg and Sub Base)	73	FT	\$ 45.00	\$ 3,285
	SP PAVER SIDEWALK (Prep, Agg and Sub Base)	1,323	SY	\$ 62.00	\$ 82,026
	SP PAVER CURB RAMP (Prep, Agg and Sub Base)	108	SY	\$ 126.00	\$ 13,608
	SP NEW SNOWMELT (Prep, Agg and Sub Base)		SY	\$ 62.00	\$ -
<b>STREETSCAPE AND IRRIGATION</b>					
S900-05A	CONTINGENCY AMOUNT ADDITIONAL ELECTRICAL WORK	120,000	CA	\$ 1.00	\$ 120,000
	Conduit	2,500	LF	\$ 48.00	
	Junction Vaults		EACH		
	Splice Vaults		EACH		
	SP ADJUST EXISTING SNOWMELT (Prep)	165	SY	\$ 65.00	\$ 10,725
S901-05G	SP MODULAR SUSPENDED PAVEMENT SYSTEM (SILVA CELL)	435	SY	\$ 627.59	\$ 273,002
<b>TEMPORARY/TRAFFIC CONTROL</b>					
	TRAFFIC CONTROL SET UP	10	WEEK	\$ 1,800.00	\$ 18,000
	TESTING FOR AGGREGATE BASE (BY OCCURRENCE)	12	EACH	\$ 710.00	\$ 8,520
<b>Total of Extended Unit Prices</b>					<b>\$ 745,201</b>



## **Ketchum Urban Renewal Agency**

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

May 20, 2024

Chair and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

### **RECOMMENDATION TO APPROVE RESOLUTION 24-URA07 APPROVING AGREEMENT 50092 BETWEEN THE KURA AND FIRST + WASHINGTON PROPERTIES LLC**

#### Introduction/History

Per the Development and Disposition Agreement (DDA) between the KURA and Wood River Community Housing Trust (WRCHT), the KURA must deliver a site that can be developed. In order for the site to be developed with the project, the four existing parcels must be consolidated into one lot.

Recently, the city revised the lot consolidation process to require a lot consolidation application to be processed concurrently with the design review application. Therefore, in order to consolidate the lots, the design review application must be processed and approved at the same time as the lot consolidation application. The design review application and preliminary lot consolidation plat require Planning and Zoning Commission approval. Final approval of the lot consolidation and the project's fourth floor require city council approval.

As originally contemplated, WRCHT would fund, prepare, and process all the entitlement approvals for the project. However, with the recent change in permitting requirements, WRCHT is concerned about the uncertainty of the entitlement process and risking significant funds in the event the project is not approved. Unlike other developers, WRCHT is a non-profit organization supported by donor funds and is receiving no fee or compensation for developing the project. As stated by WRCHT, they are concerned about expending donor dollars, incurring debt, and risking their reputation in the community if they go through the entitlement process and the project does not get approved. If the project is not approved, the impact on their mission to build workforce housing in the Wood River Valley could be devastating.

#### Proposal

To alleviate WRCHT concerns and keep the project moving forward, WRCHT is asking KURA to fund the lot consolidation and design review applications and entitlement process. Should the applications be approved by the Planning and Zoning Commission and City Council, the developer will reimburse KURA for all costs. In the event the applications are not approved, KURA will not be reimbursed.

Per the DDA, KURA is obligated to provide a site that can be developed. It is within reason for the KURA to fund the lot consolidation since the site cannot be developed without the

consolidation. Because the lot consolidation must be processed concurrently with the design review application, it is also within reason for KURA to fund the design review application. If the entitlements are not approved, KURA will retain ownership of the plans and materials prepared for the applications. If the entitlements are approved, the developer will reimburse KURA for the costs and ownership of the materials will shift to the developer.

As proposed, the estimated costs are \$390,000 with a not to exceed amount of \$500,000.

Financial Requirement/Impact

It is anticipated payments will be dispersed in this fiscal year and next year. There are sufficient funds this year and next year to cover the expenses.

Recommendation and Motion

If the Board supports entering into the agreement, staff recommends the following motion:

“I move to approve Resolution 24-URA07 approving Reimbursement Agreement 50092 with First + Washington Properties LLC”

Attachment: Resolution 24-URA07 with Agreement 50092

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING A DESIGN PLANS FUNDING AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM (“AGENCY”) AND FIRST + WASHINGTON PROPERTIES LLC (“DEVELOPER”) FOR THE FUNDING OF DESIGN REVIEW PLANS BY THE AGENCY, AND REIMBURSEMENT OF SAME BY DEVELOPER, CONTINGENT ON THE CITY OF KETCHUM’S APPROVAL OF SUCH DESIGN REVIEW PLANS; AND AUTHORIZING THE CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID DESIGN PLANS FUNDING AND REIMBURSEMENT AGREEMENT; AUTHORIZING THE CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE DESIGN PLANS FUNDING AND REIMBURSEMENT AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE DESIGN PLANS FUNDING AND REIMBURSEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, on March 22, 2024, the Agency and Developer entered into the Disposition

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

WHEREAS, The DDA contemplates the Developer constructing and operating the Project on the Site pursuant to the terms of the DDA and the associated long-term ground lease (“Ground Lease”); and

WHEREAS, the Agency will lease the Site to the developer pursuant to the terms of the fifty (50) year Ground Lease; and

WHEREAS, the 2010 Plan and DDA contemplates the Agency engaging in such activities which further the objectives of the 2010 Plan, one of which is the “revitalization, redesign, and development of undeveloped areas...through the creation of affordable workforce housing”; and

WHEREAS, Section 3.3 of the DDA contemplates the Agency facilitating the pre-construction Site preparation work that is necessary to facilitate the development of the Project; and

WHEREAS, Pursuant to 16.04.030 of the City of Ketchum Municipal Code (“KMC”), the Site must undergo a lot consolidation of the two parcels. In addition to approval of the lot consolidation, the City of Ketchum (“City”) Planning and Zoning Commission and City Council must also simultaneously approve design review plans of the Project; and

WHEREAS, based on the Agency’s commitment to providing the Developer a construction ready Site, the Agency is responsible for initiating the lot consolidation process. Because the lot consolidation process, pursuant to 16.04.030 KMC, must occur simultaneously with the design review approval process, the Agency will also initially fund the design review plans (“Design Plans”) development; and

WHEREAS, it is anticipated that development of the Design Plans will cost an estimated \$390,000; and

WHEREAS, Developer agrees that should the Design Plans for the Project be approved by the Planning and Zoning Commission and City Council, the Developer shall reimburse the Agency the cost of the Design Plans, and ownership of the Design Plans will be transferred to the Developer for use in the construction of the Project; and

WHEREAS, the Parties have prepared the Design Plans Funding and Reimbursement Agreement (“Reimbursement Agreement”) which defines the terms and conditions of the Agency’s funding, and the Developer’s reimbursement of the Design Plans for the Project; and

WHEREAS, Agency staff and legal counsel have reviewed the Reimbursement Agreement, attached hereto as Exhibit A and incorporated herein as if set out in full and recommend approval of the Reimbursement Agreement; and

WHEREAS, the Board of Commissioners of the Agency deems it appropriate to initiate the lot consolidation of the Site and to initially fund the Design Plans, which cost will be reimbursed by the Developer should the Design Plans be approved by the Planning and Zoning Commission and City Council; and

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

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

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

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

Section 3: That the Chair of the Agency is hereby authorized to sign and enter into the Reimbursement Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Reimbursement Agreement, subject to representations by the Agency staff and legal counsel that all conditions precedent to, and any necessary technical changes to, the Reimbursement Agreement are consistent with the provisions of the Reimbursement Agreement including the comments and discussion received, or any necessary substantive changes discussed and approved, at the May 20, 2024, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Ketchum, Idaho on May 20, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on May 20, 2024.

URBAN RENEWAL AGENCY OF KETCHUM

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

ATTEST:

By \_\_\_\_\_

Secretary

EXHIBIT A  
REIMBURSEMENT AGREEMENT

4872-9777-9135, v. 2



**DESIGN PLANS FUNDING AND REIMBURSEMENT AGREEMENT 50092**

**by and between  
KETCHUM URBAN RENEWAL AGENCY  
and  
FIRST + WASHINGTON PROPERTIES LLC**

THIS DESIGN PLANS FUNDING AND REIMBURSEMENT AGREEMENT (“Reimbursement Agreement”) is entered into by and between the Urban Renewal Agency of the city of Ketchum, aka the Ketchum Urban Renewal Agency, Idaho, a public body, corporate and politic, of the state of Idaho (“Agency”), and First + Washington Properties LLC, an Idaho limited liability company (“Developer”). Agency and Developer may be collectively referred to as the “Parties” and individually referred to as a “Party.”

**RECITALS**

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

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

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

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

E. In order to achieve the objectives of the 2010 Plan, the Agency is authorized to acquire real property for the revitalization of areas within the 2010 Plan boundaries; and

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

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

H. The DDA contemplates the Developer constructing and operating the Project on the Site pursuant to the terms of the DDA and the associated long-term ground lease (“Ground Lease”).

I. The Agency will lease the Site to the developer pursuant to the terms of the fifty (50) year Ground Lease.

J. The 2010 Plan and DDA contemplates the Agency engaging in such activities which further the objectives of the 2010 Plan, one of which is the “revitalization, redesign, and development of undeveloped areas...through the creation of affordable workforce housing.”

K. Section 3.3 of the DDA contemplates the Agency facilitating the pre-construction Site preparation work that is necessary to facilitate the development of the Project.

L. Pursuant to 16.04.030 of the City of Ketchum Municipal Code (“KMC”), the Site must undergo a lot consolidation of the two parcels. In addition to approval of the lot consolidation, the City of Ketchum (“City”) Planning and Zoning Commission and City Council must also simultaneously approve design review plans of the Project.

M. Based on the Agency’s commitment to providing the Developer a construction ready Site, the Agency is responsible for initiating the lot consolidation process. Because the lot consolidation process, pursuant to 16.04.030 KMC, must occur simultaneously with the design review approval process, the Agency will also initially fund the design review plans (“Design Plans”) development.

N. It is anticipated that development of the Design Plans will cost an estimated \$390,000.

O. Developer agrees that should the Design Plans for the Project be approved by the Planning and Zoning Commission and City Council, the Developer shall reimburse the Agency the cost of the Design Plans, and ownership of the Design Plans will be transferred to the Developer for use in the construction of the Project.

P. This Reimbursement Agreement defines the terms and conditions of the Agency’s funding, and the Developer’s reimbursement of the Design Plans for the Project.

Q. The Agency deems it appropriate to initiate the lot consolidation of the Site and to initially fund the Design Plans, which cost will be reimbursed by the Developer should the Design Plans be approved by the Planning and Zoning Commission and City Council.

## **AGREEMENT**

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

**1. EFFECTIVE DATE.** The effective date (“Effective Date”) of this Reimbursement Agreement shall be the date when this Reimbursement Agreement has been signed by the Parties (last date signed) and shall continue until otherwise terminated as provided herein.

**2. LOT CONSOLIDATION AND DESIGN REVIEW APPLICATIONS.** The Developer intends to construct the Project on the Site owned by the Agency, and leased to the Developer via the long-term Ground Lease.

The Agency is responsible for providing a development ready Site pursuant to the terms of the DDA. Because of the nature of the Site, currently consisting of two (2) separate and distinct parcels, the City requires a lot consolidation application (“Lot Consolidation Application”) be submitted for approval by the City. Pursuant to KMC the Lot Consolidation Application must be accompanied by an application for design review plan approval (“Design Review Application”).

The Lot Consolidation Application and Design Review Application will be submitted jointly by the Agency and Developer, as the owner and Developer of the Site, respectively. The Lot Consolidation Application and Design Review Application shall initially be submitted to the City Planning and Zoning Commission for a recommendation of approval, and if recommended for approval, will be provided to the City Council for final approval.

**3. DESIGN PLANS DEVELOPMENT.**

As contemplated and defined in Section 8 of the DDA, the Developer will contract for the development of Preliminary Plans, Schematic Design Documentation, and Design Review Drawings (referred to herein as “Design Plans”) (collectively “Plans”). These Plans, as outlined in the DDA will be subject to Agency review and approval before submittal to the City for final approval.

The Design Plans shall be developed in accordance with the City’s policies and design standards, as well as the aspects of the Project as outlined in the DDA. It is understood that the Developer will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Design Plans are developed in a manner consistent with the DDA and in a commercially reasonable manner.

**4. FUNDING AND REIMBURSEMENT OF DESIGN REVIEW PLANS.**

**4.1 Development of the Design Review Plans**

The Agency and Developer have agreed to a timeline for development of the Plans, including the Design Plans as specified in the DDA. In the event Developer fails to develop the Design Plans in the timeline contemplated (beyond any applicable notice and cure periods, or a reasonable notice and cure period if none is specified), Agency will have no obligation to fund such Design Plans.

## **4.2 Initial Design Review Plans Funding**

The Agency shall initially fund the upfront cost of developing the Design Plans in accordance with City standards and permitting requirements. The costs of developing the Design Plans include all costs reasonably related to the Project, including (but not limited to) the costs of environmental services, geotechnical services, architectural design, engineering, surveying, renderings and other customary services, as well as any legal expenses in furtherance of the Project. Developer is responsible for submitting invoices to the Agency for work performed in developing the Design Plans. Agency shall have the right to review the invoices for such work and to verify that the amounts requested are commercially reasonable.

## **4.3 Reimbursement of Design Review Plans Costs**

Following development of the Design Plans, the Agency and Developer shall jointly submit the Design Review Application and Lot Consolidation Application to the City. Should the Design Review Application and Lot Consolidation Application be approved by the City (with conditions or requirements that are reasonably acceptable to Developer), the Developer shall reimburse the Agency the full cost of the development of the Design Plans as initially funded by the Agency. Should the City not approve the Design Review Application and Lot Consolidation Application (or should City issue an approval that is subject to conditions or requirements that are not reasonably acceptable to Developer), the Developer shall have no obligation to reimburse the Agency for the cost of developing the Design Plans.

## **4.4 Ownership of Design Review Plans**

The Agency shall initially own the Design Plans , subject to the rights of the authors thereof and Agency's fulfillment of payment obligations under this Reimbursement Agreement. At the point in which the Agency and Developer receive approval from the City of the Design Review Plans and Lot Consolidation Application, and following complete reimbursement of the costs of developing the Design Plans, Agency shall transfer its ownership of the Design Plans to Developer.

Should the Design Plans not be approved by the City, the Agency shall retain its ownership of the Design Plans and Developer shall have no right to such Design Plans. In the event the Design Plans are not approved by the City, Developer shall return all copies of said Design Plans to Agency and shall be prohibited from utilizing any aspects of the Design Plans.

## **4.5 Estimated Costs for Design Review Plans Development**

Developer has estimated the cost of the Design Plans development to be \$390,000. Agency is willing to initially fund up to \$500,000 toward the development of the Design Plans. This amount shall serve as a not to exceed amount for the cost of the Design Plans. Should the amount of the Design Plans exceed this initial estimate and not to exceed amount, the Agency may agree in writing to fund the additional cost of Design Plans development.

**5. INDEMNIFICATION.**

Developer shall indemnify, defend, and hold Agency and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees, which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees caused by any negligence, wrongful act or default in Developer's performance of its obligations under this Reimbursement Agreement. Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in any award of punitive damages against the Agency. In the event an action or proceeding is brought against Agency or its respective officers, agents, and employees by reason of any claims that are covered by Developer's indemnity obligation, Developer, upon written notice from Agency, shall, at Developer's expense, resist or defend such action or proceeding.

**6. CAPTIONS AND HEADINGS.**

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

**7. NO JOINT VENTURE OR PARTNERSHIP.**

The Parties agree that nothing contained in this Reimbursement Agreement or in any document executed in connection with this Reimbursement Agreement shall be construed as making the Parties a joint venture or partners.

**8. SUCCESSORS AND ASSIGNMENT.**

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

**9. APPLICABLE LAW/ATTORNEY FEES.**

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

**10. ENTIRE AGREEMENT.**

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

**11. ANTIDISCRIMINATION.**

Developer, for itself and its successors and assigns, agrees that in executing this Reimbursement Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

**12. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION**

Developer hereby certifies pursuant to Section 67-2346, Idaho Code, that the Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Reimbursement Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

**13. GOVERNMENT OF CHINA OWNED COMPANIES PROHIBITED**

The Developer is not currently owned or operated by the government of China and will not for the duration of this Reimbursement Agreement be owned or operated by the government of China.

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

**AGENCY:**

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

\_\_\_\_\_  
By:  
Its: Chair

Date \_\_\_\_\_

**DEVELOPER:**

FIRST + WASHINGTON PROPERTIES LLC, an Idaho  
limited liability company

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

By: Wood River Community Housing Trust, Inc.,

an Idaho nonprofit corporation, its sole member

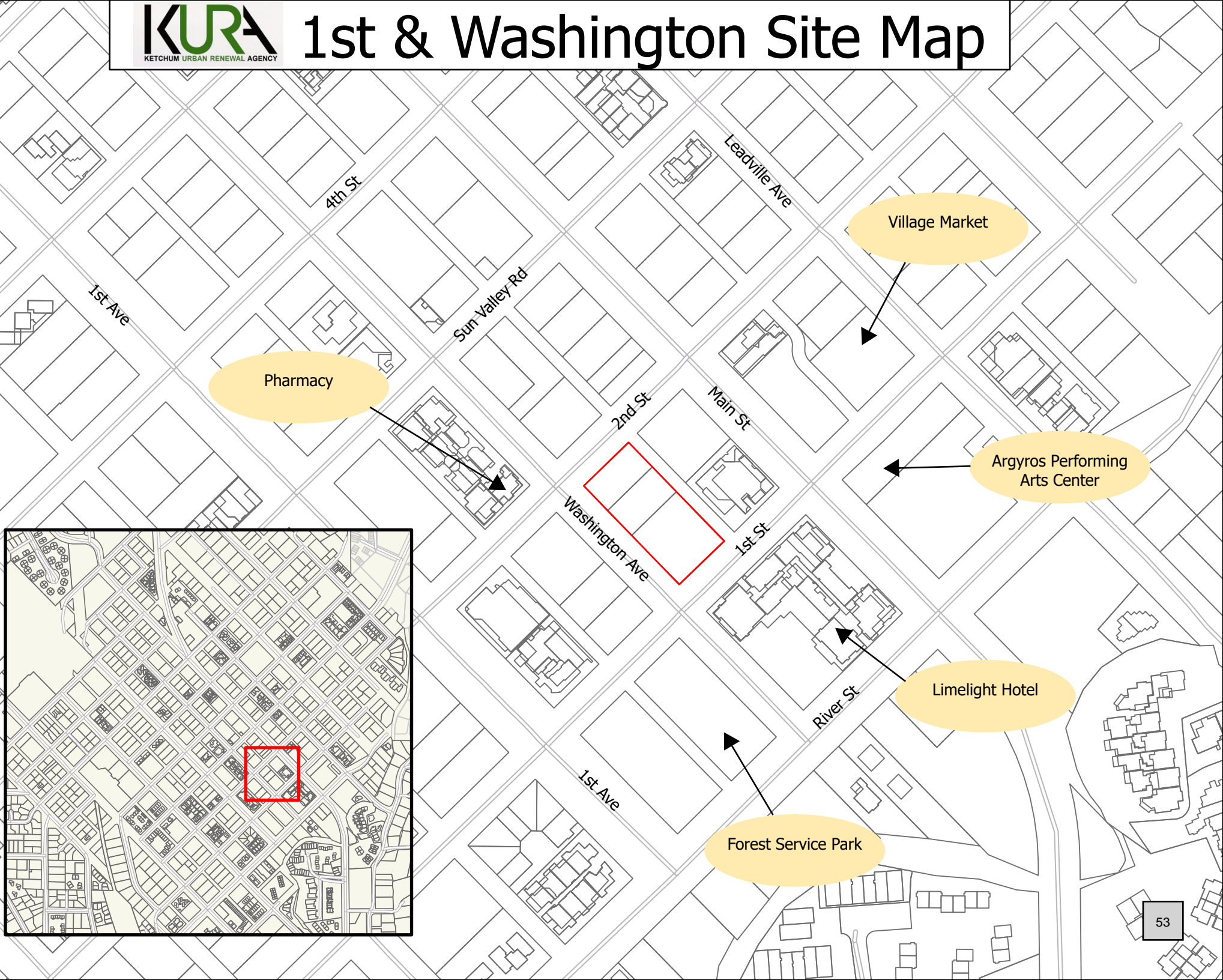
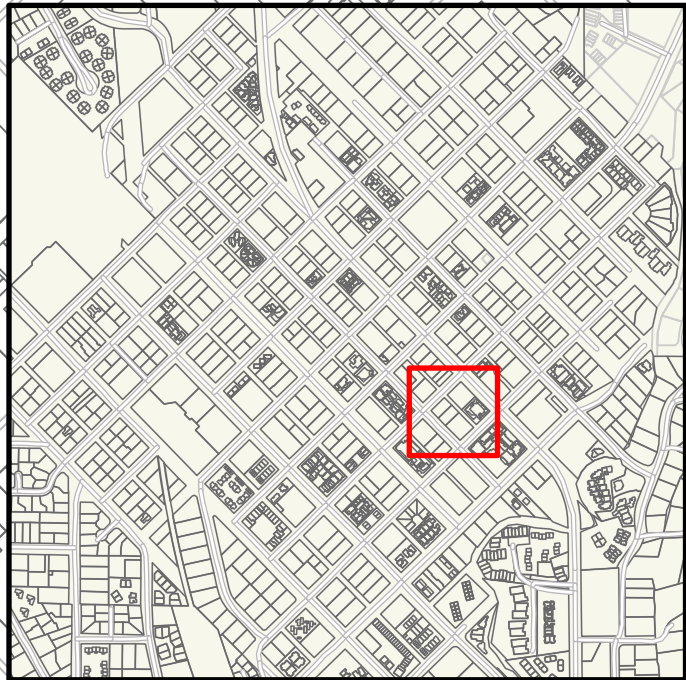
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By: Steven M. Shafran  
Its: President

**EXHIBIT A**  
**PROJECT SITE**



# 1st & Washington Site Map





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

May 20, 2024

KURA Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

**Recommendation to Review, Discuss and Approve KURA Funding Priorities for FY  
24/25**

Recommendation and Summary

Staff is recommending the KURA review, discuss and approve the KURA funding priorities in FY24/25.

Annual Priority Rankings

Every year the Board discusses and ranks funding priorities for the next fiscal year. The approved funding priorities are used when evaluating funding requests presented by the city or other applicants. It is useful to understand how a request aligns with the Board funding priorities. The attached information reflects the Board rankings provided to staff for FY24-25 (Attachment A). The following reflects the Board rankings:

1. Community housing
2. Streets, sidewalks, and public infrastructure
3. Bicycle, bus and pedestrian improvements
4. Parking Management
5. Completion of 4<sup>th</sup> Street Heritage Project
6. Town Square
7. Sustainability projects
8. Recreation facilities
9. Parks and open space
10. Undergrounding power lines

Staff requests the Board review the rankings and approve the funding priorities. Staff will use this information to evaluate funding requests presented to the Board.

Recommended Motion

“I move to approve the KURA funding priorities and rankings for FY24/25.”

Attachment A:           Priorities and Ranking Sheet for FY24-25

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



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

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May 20, 2024

KURA Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

**Recommendation to Review, Discuss and Provide Direction on 5-Year KURA Capital Improvement Project Funding**

Recommendation and Summary

Staff is recommending the KURA review, discuss and provide direction on the 5-year KURA Capital Improvement Project Budget (CIP).

Annual Priority Rankings

The KURA District sunsets in 2030 and the goal is to expend all funds by 2030. To help plan ahead, staff proposes the KURA approve a 5-year Capital Improvement Project Budget (CIP) in addition to the FY24-25 operating budget this year. While project funding would be allocated on an annual basis, the CIP budget would forecast projects and funding through 2030. Attachment A is an outline of proposed CIP budget.

The CIP budget identifies the projected funding available for capital projects through 2030. The budgeted/projected funds for capital projects reflect the annual revenue projected for projects after operating costs and bond payments are subtracted. If the projected revenue is not spent, it transfers to the available fund balance. The amount available for projects is the fund balance plus the projected revenue.

The city provided a list of future projects eligible for KURA funding for inclusion in the KURA CIP Budget that was considered by the Board at the April 15, 2024 meeting. The Board supported all the projects on the list. Those projects are reflected in the proposed KURA CIP Budget (Attachment A).

Staff requests the KURA:

- Review the proposed CIP budget and provide comments on any revisions.
- Confirm the proposed city projects are projects KURA supports funding.

Recommendation

Other than direction to staff, no motion is recommended. Board approval of the proposed CIP Budget will occur as part of the approval of the KURA FY25 Budget.

Attachment A: Proposed 5-Year KURA CIP Budget

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	\$5,220,000	\$1,245,000	\$1,345,000	\$23,000	\$123,000	\$523,000	

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	\$6,520,000	\$2,745,000	\$3,023,000	\$1,823,000	\$2,123,000	\$2,823,000	\$27,057,000

Capital Projects

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								
Sidewalks		\$900,000	\$900,000		\$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						
<b>Total</b>	<b>\$2,780,000</b>	<b>\$5,275,000</b>	<b>\$1,400,000</b>	<b>\$3,000,000</b>	<b>\$1,700,000</b>	<b>\$1,600,000</b>	<b>\$900,000</b>	
Carry Over Funds	5,220,000	1,245,000	1,345,000	23,000	123,000	523,000	1,923,000	