



URBAN RENEWAL AGENCY

**Tuesday, February 22, 2022 at 2:00 PM
191 5th Street West, Ketchum, Idaho 83340**

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Board Meetings via live stream.

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

If you would like to make Public Comment, 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/87464626241>
Webinar ID: 874 6462 6241
2. Address the Board in person at City Hall during the specific agenda item.
3. Submit your comments in writing at info@ketchumura.org (*by noon the day of the meeting*).

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

CALL TO ORDER:

ROLL CALL:

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:

COMMUNICATION FROM THE PUBLIC:

4. Public Comment #1

CONSENT CALENDAR: (ALL ACTION ITEMS)

5. ACTION: Approval of Bills.

6. ACTION: Approval of Meeting Minutes – January 18 and February 8.

ACTION ITEMS:



- [7.](#) ACTION: Discussion and direction on amended scope of work for Agnew-Beck and direction on next steps for outreach and information.
- [8.](#) ACTION: Adoption of Resolution 22-URA03 Rescinding Expired Owner Participation Agreements.
- [9.](#) ACTION: Recommendation to Adopt Resolution 22-URA04 Approving Agreement 50077 Between the KURA and City of Ketchum for Construction and Design Services.
- [10.](#) ACTION: Recommendation to Approve Resolution 22-URA05 Approving Amended Bylaws.

DISCUSSION ITEMS:

- [11.](#) Quarterly Update from Sun Valley Economic Development, Harry Griffith, Executive Director, Sun Valley Economic Development.
12. Update on legislative proposals and actions.
13. Update on KURA Projects.

ADJOURNMENT:

From: [Participate](#)
To: [Suzanne Frick](#)
Cc: [Tara Fenwick](#)
Subject: FW: Public comment for Ketchum Urban Renewal Agency
Date: Wednesday, January 19, 2022 11:08:35 AM

Sending this your way to add to their next agenda.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs & Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: HP Boyle <boylehp@yahoo.com>
Sent: Tuesday, January 18, 2022 5:18 PM
To: Participate <participate@ketchumidaho.org>
Cc: Greg Foley <gfoley@mtexpress.com>
Subject: Public comment for Ketchum Urban Renewal Agency

At a previous meeting, a commissioner pushed back on my assertion that KURA is not an independent agency.

If the Commissioners had the will, KURA could be an independent agency. However, facts and actions indicate that KURA is not an independent agency.

KURA reaffirmed that today, when the Mayor opened the meeting with his statement of how much KURA will be doing this year. The Executive Director is the City Planner, The Treasurer is the City Treasurer. The Secretary is a City employee. The agenda is produced by the City Planner, who guides the meetings. KURA's housing consultant is the City's housing consultant. KURA is a channel for taxpayer dollars to for profit developers outside of the City budgetary process.

As one example, at the request of the developer to the City, the City Planner asked KURA to provide demolition funding to Bluebird. This money will then offset the debt KURA owes the City, Thus taxpayer money, not independent KURA money, has been "washed" outside of the legal budgeting process for the City of Ketchum. Would that be legal for a private company? KURA has not requested the budget for Bluebird, yet it was told by the City Planner that the developer will be coming back to it for additional money. You are treated as a piggy bank by the City.

The question you have to ask yourselves: how you can be independent when your staff and the information flow to you, and spending requests from you, are not controlled by you, but are controlled by people paid for by the City (with its own agenda)?

Good luck!

Perry. Boyle
Ketchum

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

[Report].GL Account Number = "9610000000"- "9848009999"

| Vendor Name | Invoice Number | Description | Net Invoice Amount |
|--|----------------|---|--------------------|
| URBAN RENEWAL AGENCY | | | |
| URBAN RENEWAL EXPENDITURES | | | |
| 98-4410-4200 PROFESSIONAL SERVICES | | | |
| ELAM & BURKE | 194081 | General Representation November 2021 | 1,741.95 |
| ELAM & BURKE | 194082 | Professional Fees | 1,652.75 |
| ELAM & BURKE | 194466 | General Representation January 2022 | 4,665.35 |
| 98-4410-7100 INFRASTRUCTURE PROJECTS | | | |
| ECONOLITE CONTROL PRODUC | INV206332 | Hawk Radar Equipment | 10,400.00 |
| 98-4410-7105 SUN VALLEY & IST OPA | | | |
| SUN VALLEY & IST LLC | 2021 PROPER | 2021 PROPERTY TAX KURA PORTION SUN VALLEY & IST | 2,314.65 |
| Total URBAN RENEWAL EXPENDITURES: | | | 20,774.70 |
| Total URBAN RENEWAL AGENCY: | | | 20,774.70 |
| Grand Totals: | | | 20,774.70 |

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

Tax Id No. 82-0451327

Ketchum Urban Renewal Agency
Attn: Treasurer
City of Ketchum
480 East Avenue North
Ketchum, ID 83340

November 30, 2021

Invoice # 194081

Billing Atty - RPA

P

FOR PROFESSIONAL SERVICES RENDERED

From November 5, 2021 Through November 30, 2021

RE: General Representation

CLIENT/MATTER: 08962-00001

HOURS

| | | | |
|----------|-----|------|--|
| 11/05/21 | RPA | .30 | Coordinate work session on agenda items. Suggest additional agenda item for city-agency sidewalk project. |
| 11/08/21 | RPA | 1.00 | Outline issues for construction management agreement between the City and KURA. Review draft agenda for work session. Prepare for and attend work session with Chair, Vice-Chair, and Executive Director re: agenda for the board meeting and outstanding items. |
| 11/09/21 | RPA | 1.50 | Draft proposed City/KURA construction management agreement. Outline pending issues. Prepare explanatory memo for board consideration. |
| 11/10/21 | RPA | .80 | Compile information for the City-Agency agreement, forward for inclusion in the board packet. Review agenda items. |
| 11/11/21 | RPA | .20 | Review emails re: revised agenda, and action items for the board meeting. |
| 11/15/21 | RPA | 1.50 | Prepare for and attend the regular monthly board meeting via zoom. Outline activity for follow up. |
| 11/23/21 | ARG | .60 | Research and analysis regarding appointment and removal of agency board members. Email correspondence regarding same. |
| 11/23/21 | MSC | .60 | Review agency resolutions to determine board terms. Review and analyze provisions under 50-2006 and follow up internally re same in |

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ELAM & BURKE

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: General Representation

CLIENT/MATTER: 08962-00001

November 30, 2021

Invoice # 194081

preparation for further discussion with the Board Chair.

| | | | |
|----------|-----|-----|---|
| 11/23/21 | RPA | .60 | Telephone conference with Chair Johnson re: board member terms, compliance with the statute for any removal of board member. Follow up on best practice. Review and respond to email from Executive Director re: payment by Agency for demolition of city hall for housing project. |
| 11/24/21 | MSC | .20 | Follow up on status of pending KURA projects including consideration of ability to use revenue allocation proceeds to fund certain demolition work. |
| 11/24/21 | RPA | .20 | Review email concerning demolition authority, status of building ownership and plan for disposition. Consider use of KURA funds for demolition. Follow up on City/KURA construction management agreement. |
| 11/30/21 | RPA | .20 | Address issues on demolition and compliance with the plan. Outline issues for the construction management agreement for the sidewalk projects. |

PROFESSIONAL FEES

1,726.50

| Timekeeper | Staff | Rate | Hours | Amount | Non-Chargeable | |
|---------------------|-------------|--------|-------|----------|----------------|--------|
| | | | | | Hours | Amount |
| Germaine, Abbey R. | Of Counsel | 215.00 | .60 | 129.00 | .00 | .00 |
| Armbruster, Ryan P. | Of Counsel | 225.00 | 6.30 | 1,417.50 | .00 | .00 |
| Conrad, Meghan S. | Shareholder | 225.00 | .80 | 180.00 | .00 | .00 |
| | | | 7.70 | 1,726.50 | .00 | .00 |

PAGE 2

UNLESS OTHERWISE AGREED, ALL ACCOUNTS ARE DUE WITHIN 30 DAYS OF THIS STATEMENT.
 We also accept Visa, MasterCard, Discover and American Express.

ELAM & BURKE
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: General Representation

CLIENT/MATTER: 08962-00001
December 31, 2021
Invoice # 194082

12/22/21 ARG .30 attend KURA board meeting via zoom. Outline
follow up activity for the January board meeting.
Review public comments submitted to agency in
response to action items, including funding of
demolition of building in project area.



PROFESSIONAL FEES

1,652.00

| Timekeeper | Staff | Rate | Hours | Amount | Non-Chargeable Hours | Amount |
|---------------------|------------|--------|-------|----------|-------------------------|--------|
| Germaine, Abbey R. | Of Counsel | 215.00 | 1.30 | 279.50 | .00 | .00 |
| Armbruster, Ryan P. | Of Counsel | 225.00 | 6.10 | 1,372.50 | .00 | .00 |
| | | | 7.40 | 1,652.00 | .00 | .00 |

| COSTS ADVANCED | QTY | RATE | AMOUNT |
|----------------------|-------|------|--------|
| Copies | 45.00 | .15 | 6.75 |
| TOTAL COSTS ADVANCED | | | 6.75 |

| | |
|-----------------|----------|
| INVOICE TOTAL | 1,658.75 |
| PAYMENT APPLIED | -6.00 |
| INVOICE BALANCE | 1,652.75 |

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

Tax Id No. 82-0451327

Ketchum Urban Renewal Agency
Attn: Treasurer
City of Ketchum
480 East Avenue North
Ketchum, ID 83340

January 31, 2022

Invoice # 194466

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From January 3, 2022 Through January 31, 2022

RE: General Representation

CLIENT/MATTER: 08962-00001

HOURS

| | | | |
|---------|-----|------|--|
| 1/03/22 | RPA | .30 | Review inquiry from board member on possible conflict of interest and analyze response. |
| 1/04/22 | KSK | .10 | Email to client re noncompliance with local government registry requirements. |
| 1/04/22 | RPA | .70 | Follow up on conflict of interest issues concerning board member. Address issues for upcoming board meeting. |
| 1/06/22 | ARG | .40 | Review email correspondence from board member regarding conflict of interest. Respond to same. Review email correspondence regarding board meeting and agenda packet. |
| 1/06/22 | RPA | .80 | Prepare response to board member re: conflict of interest and disclosure to Chair and Executive Director. Review and respond to Chair on signing of Agnew Beck agreement and approval resolution. Review emails concerning meeting to coordinate agenda items. |
| 1/10/22 | ARG | 2.50 | Draft demolition agreement with City for funding of City demolition of old City Hall. Review email correspondence regarding same. Email correspondence from Suzanne Frick regarding same. Respond to email correspondence and discuss construction improvements. |
| 1/10/22 | RPA | .80 | Consider need for funding agreement for the demolition of City Hall. Address how to credit the demolition costs against in lieu of housing |

PAGE 1

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

Tax Id No. 82-0451327

RE: General Representation

CLIENT/MATTER: 08962-00001

January 31, 2022

Invoice # 194466

| | | | |
|---------|-----|------|--|
| | | | and commitment to the Bluebird project. Consider agenda items for the board meeting. |
| 1/11/22 | ARG | 2.50 | Draft revisions to the demolition agreement between City and Agency. Draft resolution approving demolition agreement. Participate in telephone call with Suzanne Frick and Agency Chair regarding upcoming Board meeting agenda and demolition agreement. Draft additional revisions to demolition agreement based on discussion with Suzanne Frick and Chair. |
| 1/11/22 | RPA | 1.50 | Review and comment on the draft demolition agreement. Prepare for and attend zoom session with Abbey Germaine, Suzanne Frick and Chair Johnson concerning board agenda items. Review emails on additional items for the agenda. Follow up with changes to the demolition agreement and consider draft resolution. |
| 1/12/22 | ARG | .70 | Draft revisions to demolition agreement based on information from previous agreements between City and Agency. Revise resolution to reflect same. Email correspondence to Suzanne Frick regarding same. |
| 1/12/22 | RPA | .70 | Follow up on demolition agreement. Prepare agreement and approval resolution. Address board meeting agenda items. |
| 1/13/22 | RPA | 1.00 | Follow up on demolition agreement for the City Hall building. Review email concerning credit against the Bluebird project. Review meeting packet. Review and revise agenda for upcoming board meeting. Review bylaws and consider revisions for the February meeting. |
| 1/14/22 | RPA | 2.00 | Review and comment on several emails and agenda drafts for the upcoming board meeting concerning virtual/hybrid meeting, compliance with open meeting law. Provide overview of Attorney General advice. Review and respond to emails concerning whether the demolition amount for the city hall demolition should be credited against the Bluebird project. |

PAGE 2

ELAM & BURKE
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: General Representation

CLIENT/MATTER: 08962-00001
January 31, 2022
Invoice # 194466

| | | | |
|---------|-----|------|--|
| 1/17/22 | ARG | .30 | Review email correspondence from Board members regarding issue of funding Bluebird project and demolition funds being credited to project. |
| 1/17/22 | RPA | .70 | Review board packet. Prepare for board meeting. |
| 1/18/22 | RPA | 1.70 | Prepare for and attend regular board meeting via zoom. Follow up on demolition agreement and sidewalk agreement. |
| 1/19/22 | ARG | .80 | Zoom conference with Suzanne Frick to discuss construction agreement between Agency and City. Review previously drafted agreement. |
| 1/19/22 | RPA | .80 | Attend zoom session with Suzanne Frick and Abbey Germaine for review and redraft of the planning, design, and construction agreement for the sidewalk improvements. Consider breaking out into two agreements. Further analysis of the agreement. Consider amendments to the bylaws. |
| 1/22/22 | ARG | 1.40 | Draft revisions to phase 1 sidewalk construction agreement between City and Agency. |
| 1/23/22 | RPA | .20 | Review revised sidewalk funding agreement. Outline outstanding issues. |
| 1/24/22 | ARG | .80 | Review and revise Board Bylaws amending them regarding date of meeting, appointment of Commissioner in event of vacancy, and other necessary provisions. |
| 1/24/22 | RPA | .20 | Follow up on housing initiative meeting and consideration of KURA property for housing project. |
| 1/25/22 | RPA | .20 | Review draft of updated bylaws for consideration by the Board at its February board meeting. |
| 1/28/22 | RPA | .10 | Review email describing status of the study on the use of the KURA property for redevelopment and rescheduling of the housing joint session with the city of Ketchum. |

PROFESSIONAL FEES

4,663.50

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ELAM & BURKE
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: General Representation

CLIENT/MATTER: 08962-00001
January 31, 2022
Invoice # 194466

| Timekeeper | Staff | Rate | Hours | Amount | Non-Chargeable Hours | Amount |
|---------------------|------------|--------|-------|----------|-------------------------|--------|
| Germaine, Abbey R. | Of Counsel | 215.00 | 9.40 | 2,021.00 | .00 | .00 |
| Armbruster, Ryan P. | Of Counsel | 225.00 | 11.70 | 2,632.50 | .00 | .00 |
| Kline, Kim S. | Paralegal | 100.00 | .10 | 10.00 | .00 | .00 |
| | | | 21.20 | 4,663.50 | .00 | .00 |

| COSTS ADVANCED | QTY | RATE | AMOUNT |
|----------------------|--------|------|--------|
| Copies | 105.00 | .15 | 15.75 |
| Color Copies | 34.00 | .15 | 5.10 |
| TOTAL COSTS ADVANCED | | | 20.85 |

| | |
|-----------------|----------|
| INVOICE TOTAL | 4,684.35 |
| PAYMENT APPLIED | -19.00 |
| INVOICE BALANCE | 4,665.35 |

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Genoa Beiser

From: Kim Kline <ksk@elamburke.com>
Sent: Monday, February 7, 2022 4:20 PM
To: Ketchum Finance
Subject: FW: Ketchum URA - E&B Invoices
Attachments: Ketchum.pdf

Attached is our January invoice. Since the December invoice was already paid before I sent out the email below. A credit of \$19 has been applied to the January invoice.

Kim

From: Kim Kline
Sent: Wednesday, January 19, 2022 12:29 PM
To: finance@ketchumidaho.org
Subject: Ketchum URA - E&B Invoices

In the November and December invoices, an incorrect hourly rate was used for attorney Abbey Germaine. The rate has been corrected from \$225/hr to \$215/hr. Attached are corrected invoices for November and December. Since November's invoice was paid in full, a credit of \$6.00 has been applied to the December invoice.



Kim Kline
Legal Assistant
Elam & Burke, P.A.
251 E. Front St., Ste. 300
P.O. Box 1539
Boise, ID 83701
(208) 343-5454
(208) 384-5844 (fax)
[email](#) [website](#)

Confidentiality Notice: This e-mail message may contain confidential and privileged information exempt from disclosure under applicable law. If you have received this message by mistake, please notify us immediately by replying to this message or telephoning us, and do not review, disclose, copy, or distribute it. Thank you.

Approved

01/04/2022 5:19:54 PM

Amount: \$10,400**INVOICE****Bill To:**

City Of Ketchum
Po Box 2315
Ketchum, ID 83340
United States

Ship To:

City of Ketchum
480 East Ave N
Ketchum, ID 83340
United States

| | |
|------------------|------------------|
| Inv. No. | INV206332 |
| Date | 9/30/2021 |
| SO No. | 13-5677A |
| PO No. | 50062 |
| Cust. No. | A14944 |
| Page | 1 of 1 |

Shipper No.: ARPK007778
Ship Date: 09/30/2021
Ship Terms: PPD
Mode of Delivery:
Ship Payment:

Account Mgr.: Alan McQueen
Finance POC:
Pay Terms: Net 30 days
Due Date: 10/30/2021

PLEASE REMIT TO:

Bank Of The West
Routing: 122242843
Account: 031703744

OR MAIL TO:

Econolite Control Products, Inc.
DEPT LA 24173
Pasadena, CA 91185

| Line | Item/Description | Tax | UOM | Order Qty | Ship Qty | Unit Price | Total Price |
|------|--|-----|-----|-----------|----------|-------------|-------------|
| 1 | COB21120110000 COBALT G-SERIES, TS1, RECEPTACLE WITH 8MB DATAKEY, NO COMM CARD | | EA | 1.00 | 1.00 | \$3,177.35 | \$3,177.35 |
| 2 | TARIFF | | | | | | \$22.65 |
| 3 | CAB18484 TS2-1 HW M60 BM 16 VERT CAB CITY OF KETCHUM, ID IN/OUT-BARE | | EA | 1.00 | 1.00 | \$10,666.28 | \$10,666.28 |
| 4 | TARIFF | | | | | | \$33.72 |

credit for billing for an extra radio**\$-3500.00**

| | | | |
|----------------------------|-------------|-----------------------------|--|
| Sales Tax Recap: | | Subtotal: | \$13,900.00 \$10,400 |
| Amt Subject to Sales Tax: | \$0.00 | Total Sales Tax: | \$0.00 |
| Amt Exempt from Sales Tax: | \$13,900.00 | Prepayments Applied: | \$0.00 |
| | | Invoice Total: | \$13,900.00 \$10,400 |

Important: Econolite Control Products, Inc. reserves its rights under the mechanic's lien law, any payment bond, and any other possible remedies in the event of non-payment in accordance with the terms. Interest will be charged on past due accounts at 1.5% per month. If necessary to enforce collection, buyer agrees to pay all costs and attorney's fees. FOB Origin - Seller's responsibility for these goods ceases at the point of shipment. Claims for loss or damage to material must be made directly to the carrier. Returned goods will not be accepted by seller except by prior written agreement. We hereby certify that these goods and/or services were produced in compliance with the Fair Labor Standards Act as amended and all regulations thereunder.

Original Invoice

| | 2021 | 2021 |
|------|------------------|------------------|
| | 1st Half Payment | 2nd Half Payment |
| 2021 | | |

98 4416 7105



Meeting Minutes

Regular Meeting

Tuesday, January 18, 2022

2:00 PM

Ketchum City Hall

CALL TO ORDER:

Vice-Chairman, Casey Dove called the meeting to order at 2:04 p.m. (*video 00:10:25*)

ROLL CALL:

Present

Chair, Ed Johnson (*Absent*)

Vice-Chair, Casey Dove (*via Zoom*)

Commissioner, Amanda Breen (*via Zoom*)

Commissioner, Casey Burke

Commissioner, Susan Scovell

Commissioner, Jim Slanetz

Commissioner, Gary Lipton

Other Attendees:

Executive Director, Suzanne Frick

KURA Counsel, Ryan Armbruster (*via Zoom*)

Treasurer, Shellie Gallagher Rubel

Secretary, Tara Fenwick

Agnew-Beck, Ellen Campfield-Nelson

Mayor, Neil Bradshaw welcomed Commissioner, Gary Lipton and shared appreciation with the URA Board for their service.

Commissioner, Gary Lipton nominated Commissioner, Susan Scovell for Chair and the motion was seconded by Jim Slanetz. The motion passed. All in favor.

Commissioner, Jim Slanetz nominated Commissioner, Casey Dove for Vice-Chair and the motion was seconded by Casey Burke. The motion passed. All in favor.

Chair, Susan Scovell nominated Shellie Gallagher Rubel for Treasurer and the motion was seconded by Commissioner, Amanda Breen. The motion passed. All in favor.

Commissioner, Amanda Breen nominated Tara Fenwick for Secretary and the motion was seconded by Jim Slanetz. The motion passed. All in favor.



Board Officers and Staff:

| | |
|------------|-------------------------|
| Chair | Susan Scovell |
| Vice-Chair | Casey Burke |
| Treasurer | Shellie Gallagher Rubel |
| Secretary | Tara Fenwick |

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:

None.

COMMUNICATION FROM THE PUBLIC:

Chair opened the meeting to the Public.

No public comment.

CONSENT CALENDAR:

Motion to approve bills. Commissioner, Jim Slanetz, presented the motion, Commissioner, Gary Lipton, seconded the motion. The motion passed. All in favor.

Motion to approve meeting minutes, as corrected. Ryan Armbruster amended the minutes (*video 00:19:20*). Commissioner, Susan Scovell, presented the motion, Commissioner, Amanda Breen, seconded the motion. The motion passed. All in favor.

ACTION ITEMS: (*video 00:20:30*)

Ryan Armbruster provided an overview for Resolution 22-URA02.

Motion to approve Resolution 22-URA02 - approval of contract to reimburse the City for demolition of old City Hall. Vice-Chair, Casey Dove, presented the motion, Commissioner, Casey Burke, seconded the motion. The motion passed. All in favor.

Suzanne Frick, Director Building and Planning, invited the Board to attend a joint meeting between the City Council and Planning and Zoning Commission, on January 31, 2022.

Motion to participate in a special Joint Meeting of the City Council and Planning and Zoning Commission on January 31, 2022. Commissioner, Amanda Breen, presented the motion, Vice-Chair, Casey Dove, seconded the motion. The motion passed. All in favor.



DISCUSSION ITEMS: (video 00:31:20)

Jade Riley, City Administrator, Carissa Connelly, Housing Strategist, and Ellen Campfield-Nelson, Agnew-Beck provided the Board with an update on the Community Housing Action Plan.

Suzanne Frick, Director of Planning and Building, and Ellen Campfield-Nelson, Agnew Beck, provided the Board with an update on the scope of work for community outreach on the First Avenue and Washington Street KURA property.

Chair, Susan Scovell along with Commissioners, Gary Lipton and Jim Slanetz will form a Housing sub-committee.

Suzanne Frick, Director of Planning and Building, provided the Board with an update on KURA projects.

ADJOURNMENT:

Motion to adjourn. Chair, Susan Scovell, presented the motion, Commissioner, Gary Lipton seconded the motion. The motion passed. All in favor.

Susan Scovell, Chair

ATTEST:

Tara Fenwick, Secretary



Special Meeting Minutes

Tuesday, February 8, 2022

2:00 PM

Ketchum City Hall

CALL TO ORDER:

Chairman, Susan Scovell called the meeting to order at 2:04 p.m.

ROLL CALL:

Present

Chair, Susan Scovell

Vice-Chair, Casey Dove (via Zoom)

Commissioner, Gary Lipton

Commissioner, Amanda Breen (via Zoom)

Commissioner, Jim Slanetz

Commissioner, Casey Burke

Other Attendees:

Executive Director, Suzanne Frick

KURA Counsel, Ryan Armbruster (via Zoom)

KURA Counsel, Abbey Germaine (via Zoom)

Agnew-Beck, Ellen Campfield Nelson

Agnew-Beck, Aaron Mondada

Secretary, Tara Fenwick

DISCUSSION ITEMS:

The KURA exchanged ideas for development on First Street and Washington Ave.

ADJOURNMENT:

Motion to adjourn. Chair, Susan Scovell presented the motion, Commissioner, Gary Lipton seconded the motion. The motion passed. All in favor.

Susan Scovell, Chair

ATTEST:

Tara Fenwick, Secretary



Ketchum Urban Renewal Agency

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

February 22, 2022

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO REVIEW AND APPROVE MODIFICATION TO SCOPE OF WORK FOR AGNEW BECK AND PROVIDE DIRECTION ON STAKEHOLDER OUTREACH AND RFP OUTCOMES

Introduction/History

On November 15, 2021 the Board approved a contract and scope of work for Agnew Beck to conduct outreach related to development at the First Street and Washington Ave property. Since that meeting, the Board has established a subcommittee and discussed a preliminary development scenario.

Based on the Board discussions and actions to date, there is a need to amend the scope of work for Agnew Beck. Included in Attachment A is the amended scope of work and project timeline. Instead of the survey that was originally proposed, Agnew Beck is proposing three work sessions where the Board provides direction, and the public may provide input on the project direction. The first workshop would be this meeting, February 22, 2022 where the Board identifies the following:

- Stakeholder categories that should be interviewed
- The must have and nice to have elements that should be included in the future development project
- Review of the site profile information to identify any additional information the Board would like to obtain

Also attached to this report are samples of Request for Proposals for development projects in other Idaho communities. This information is provided as an illustration of the type of RFP the KURA would issue.

Recommendation and Motion

Staff recommends the Board review and approve the revised scope of services and timeline and provide input and direction on the information provided by Agnew Beck.

Attachment A: Revised Agnew Beck Scope of Work and Meeting Materials

Attachment B: Sample Request for Proposals for development

KURA Ist and Washington Stakeholder Engagement

Board Meeting – AGENDA + MEETING PACKET

Ketchum Urban Renewal Agency Commission Board

Feb 22, 2022 | 2:00pm | Community Meeting Room, Ketchum City Hall and virtually by Zoom

MEETING OBJECTIVES

- Review and affirm Agnew::Beck’s revised scope and schedule.
- Discuss site profile outline and initial stakeholder analysis.
- Discuss desired outcomes of the RFP process.

AGENDA

1. Revised Scope and Schedule (based on Subcommittee input)

- Review adjusted schedule and proposed KURA Work Sessions
- Review approach to stakeholder and public engagement

2. Stakeholder and Site Profile

- Discuss stakeholder groups and identify key informants (people or organizations)
 - Surrounding property owners
 - Local housing providers
 - Other key stakeholders?
- Share site profile outline
 - Review initial list – any additional information desired?

3. Project RFP Outcomes

- Review initial list of project components – any to adjust or add?
- Sort the list – What does the Board see as “must-haves” and “nice-to-have” components for this property?

4. Action Items and Next Steps

Revised Scope of Work

| | |
|---|------------------|
| Ketchum Urban Renewal Agency Site Specific Outreach and Engagement Submitted by Agnew::Beck REVISED February 16, 2022 | Total |
| Timeframe: January to May 2022 | |
| Task 1: Project Initiation (Jan) | \$3,980 |
| Key deliverables from Task 1: 90-day work plan; summary of KURA staff and Commissioners project goals and objectives; project management schedule. | |
| 1A. Project Team Kick-Off Meet with Project Team (up to two times) to refine scope and timeline, transfer documents and information, and clarify roles with KURA staff. 1.B Virtual Kick-Off Work Session with KURA Commissioners Host a virtual or in-person project work session with the KURA commissioners to further refine the project intention and vision for the site. Discuss stakeholder engagement processes and project information. 1C. Conduct Stakeholder Analysis and Develop 90-Day Work Plan Identify key stakeholder groups within the community and region who should be consulted and informed during the process. Develop a detailed work plan that outlines the week by week work for stakeholder engagement, research and communications. | |
| Task 2: Project Research and Preliminary Findings (Feb-Mar) | \$8,220 |
| Key deliverables from Task 2: Preliminary findings report that includes site considerations map, charts of key survey results, summary of key informant interviews. Materials and summary documents for each of the three KURA Board Workshop meetings. | |
| 2A. Key Informant Interviews Conduct approximately ten (10) key informant interviews with the following potential stakeholders: community group representatives, nearby neighbors, property owners, developers, the City of Ketchum and others as identified by the KURA board to understand the community interests, goals and potential issues related to site development. Agnew::Beck will share interview summaries with the interviewed stakeholders and will compile a full interview summary report that can be used to guide the development of the RFP. 2B. Review and Summarize Existing Site Conditions Information Compile and review existing conditions and site consideration materials such as zoning, plat and intended land uses, traffic count data, regulating plans, key community and KURA initiatives, parking revenues and parking plans/demand, housing plans/demand, GIS data and other relevant contextual documents. If KURA work session is in-person, conduct brief site visit. The City of Ketchum may assist with some reserach and mapping tasks | |
| Task 3: Community Outreach and KURA Board Worksessions (Feb-Apr) | \$11,060 |
| Key deliverables from Task 3: Materials and presentations to the KURA Board, community workshop materials and summary report. | |
| 3A. KURA Board Worksessions Design, prepare and facilitate three (3) KURA Board Worksessions. These worksessions will be open to the public and will be held with a virtual meeting option. Each worksession will provide an opportunity for the KURA Board to openly discuss key elements of the project and RFP design, creating transparency and an avenue for the public to provide comment and questions. 3B. Community Workshop/Open House Design, prepare and facilitate a community workshop/open house. In intent of this workshop is to inform the public about the process to date, solicit additional ideas and input to inform the RFP design process. Document and summarize workshop results. | |
| Task 4: Summarize and Synthesize Community Preferences (Apr-May) | \$4,040 |
| Key deliverables from Task 4: Final summary content and RFP section language. | |
| 4A. Summarize and Share Findings Create summary documents and RFP language. Summary documents can be formatted as a short report, project boards, or a presentation identifying community goals, outreach process and preferred use(s)/scenario(s) for the site (based on public input and project parameters).The RFP language format will be drafted to meet the format and needs of the URA as indicated by thier legal team. 4B. Share Final Findings with KURA Commissioners and Staff/Project Team Final presentation to KURA Commissioners and publish in public forums such as KURA website and/or newsletter. Project close-down meeting with KURA Staff/Project Team and transfer all project materials digitally, in an organized manner. | |
| Expenses * | \$1,750 |
| TOTAL | \$ 29,050 |

KURA Proposed Schedule and Work Sessions

Proposed Project Schedule

| JAN | FEB | MAR | APR | MAY/JUNE |
|--|---|---|--|--|
| “Kick-Off” | “Project Profile” | “Site Context” | “Community Input” | “Key Findings/ Next Steps” |
| <ul style="list-style-type: none"> Initial Project Kick-Off with KURA Commissioners | <ul style="list-style-type: none"> Housing Subcommittee Meeting Updated schedule and work plan KURA Commissioners Work Session #1 and Public Comment Site Conditions Outline and Research RFP Examples | <ul style="list-style-type: none"> Housing Subcommittee Meeting Webpage launch and updates Key Informant Interviews Site Conditions Profile Community Workshop Planning KURA Commissioners Work Session #2 and Public Comment | <ul style="list-style-type: none"> Housing Subcommittee Meeting Community Workshop Community Workshop Feedback Pro Forma Basics Draft RFP Background language KURA Commissioners Work Session #3 and Public Comment | <ul style="list-style-type: none"> Housing Subcommittee Meeting <i>(if needed, conducted by KURA staff)</i> Draft and Final Key Findings Summary and RFP Background language KURA Commissioners Work Session #4 and Public Comment <i>(conducted by KURA staff)</i> |

Work Sessions with KURA Board

Work Session #1: **Project Profile** *FEBRUARY*

Review revised scope and schedule, based on Subcommittee feedback

Stakeholder Identification

Project "Must Haves" and "Nice to Haves"

Site Conditions Outline

Work Session #2: **Site Context** *MARCH*

Public Comment and Key Informant Interview Findings

Site Conditions Review

Community Outreach Workshop Plan

RFP Elements and Related Research

Work Session #3: **Community Input** *APRIL*

Public Comment and Community Workshop Feedback

Basics of Pro Forma Development and Funding Decisions

Review DRAFT RFP language

Next steps in process

KURA 1st and Washington Development – Site Profile Outline

A full site profile for the property at 1st and Washington could include the following information:

Site Overview

- Parcel information and current use
- Site acreage
- Site history
- Site maps

Land Use, Planning and Zoning

- Zoning designation and dimensional standards
- Allowed uses
- Future land use designation
- Overlay zones
- Other relevant plans and contextual documents

Parking and Traffic Analysis

- Traffic counts for adjacent streets
- Parking demand and utilization

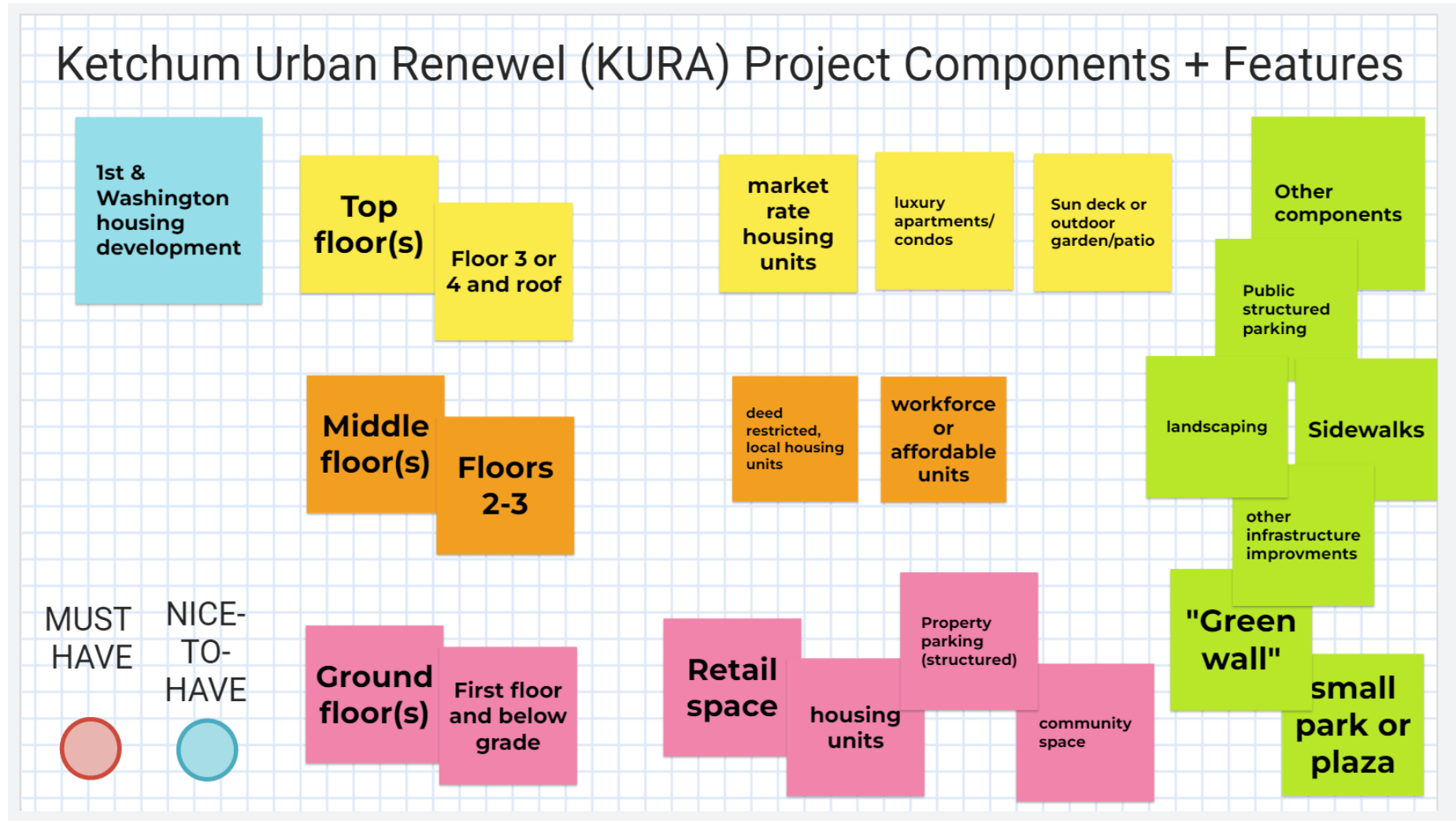
Adjacent Uses

- Adjacent property ownership and existing uses
- Nearby amenities that would support a housing development

Environmental Analysis

- Natural disaster considerations (avalanche, floodplain, fire risk)

Project Components and Features



DRIGGS URBAN RENEWAL AGENCY
REQUEST FOR PROPOSAL (RFP)
Property owned by City of Driggs

The Driggs Urban Renewal Agency (DURA) is pleased to announce the redevelopment offering for an undeveloped parcel of land approximately 0.46 acres in size located at 107 W Little Avenue in the City of Driggs, Idaho (the “Site”).

DURA invites developers to submit redevelopment proposals for the Site in conformance with the City of Driggs Land Development Code, Design Standards & Guidelines, Driggs Comprehensive Plan and the Downtown Master Plan.

This competitive proposal process is intended to allow interested developers to respond to development opportunities for the Site. DURA will negotiate an Agreement to Negotiate Exclusively (ANE) with the selected developer to guide discussions leading to the preparation of a Disposition and Development Agreement (DDA).

1. Project Summary:

| | |
|-----------------------|---|
| Site Description: | An approximately 0.46 acre undeveloped property with current address of 107 W Little Avenue in the City of Driggs, Idaho, more specifically described in the Preliminary Legal Description attached as Exhibit A of this RFP. |
| Current Use: | Undeveloped lot; formerly a lumber storage yard. |
| Current Zoning: | DX, Downtown Mixed Use; 45ft height maximum; no setback or floor area restrictions. |
| Ownership: | City of Driggs, ID. |
| Intended Use: | Multi-story mixed use development with groundfloor commercial uses having a pedestrian focus and upper-floor residential; see Driggs Downtown Master Plan, Land Development Code, Commercial Design Standards & Guidelines, and Comprehensive Plan. |
| Development Timeline: | To be negotiated. |
| Price: | To be negotiated, but in no case less than the fair value for uses as determined by a fair use appraisal. |

- 2. Project Objective:** DURA is seeking business-owners and developers who are prepared to pay no less than the fair re-use amount for the Site and who are willing to develop the Site on a committed schedule for purposes and uses allowed by the *Driggs Land Development Code* and in general conformance with the *Downtown Driggs Master Plan*.

Proposed developments are encouraged to take full advantage of this prime location and incorporate upper-floor residential uses. The design and uses should help activate this key location with commercial uses that support and are compatible with high pedestrian activity, while also being compatible with the proposed Depot Square project to the north.

3. **Background:** In 2004, the City of Driggs adopted the *Driggs Downtown Urban Renewal Plan* (amended 2007). The Plan was designed to address economic underdevelopment and physical deterioration and to promote the redevelopment of properties. The improvements envisioned in the plan are intended to provide an improved environment for new retail, commercial, and mixed-use developments, eliminate unsafe and hazardous conditions, improve parking opportunities, assure safe and efficient movement of vehicular traffic, and eliminate the deteriorating conditions identified in the eligibility study.

The City of Driggs and DURA have completed improvements on W Little Avenue, along the south Site boundary, and expect to construct a realigned Front Street along the east Site boundary in 2021-2022. Water, wastewater, electric and communications utilities will be stubbed to the site during the Front Street project. These infrastructure improvements will complete implementation of the Downtown Master Plan's public facilities projects for the northwest quadrant. This quadrant, along with the Site, abuts the mixed-use commercial area of the Tributary resort community (formerly Huntsman Springs) to the west and is within easy walking distance of downtown shopping & dining, transit, community facilities, parks and pathways, including an adjacent segment of the Greater Yellowstone Trail. Immediately north of the Site, the City plans to lease a one-acre parcel to Northwest Real Estate Capital Corp for construction of the Depot Square mixed-use project, which is expected to be completed in 2022.

Please also see the following attached RFP exhibits:

Exhibit B: Vicinity Map;
Exhibit C: Downtown Master Plan NW Quadrant;
Exhibit D: Depot Square Project;
Exhibit E: Front Street Concept;
Exhibit F: Site Photos.

4. **Development Requirements:** The development will conform to the requirements of all applicable development and zoning regulations found in the *Driggs Land Development Code*, which may be viewed at www.driggsidaho.org/land-development-code. The proposal should be consistent with the *Driggs Design Standards & Guidelines*, which can be found under the same link.
5. **Submittal Requirements:** The original proposal, including the executed release and waiver form, shall be submitted, clearly marked with "DURA Site Proposal", to the Driggs Urban Renewal Agency, PO Box 1562, Driggs, ID 83422. A digital copy shall be emailed by the proposal deadline to DriggsURA@Gmail.com. The original and digital proposals shall be received at the above addresses by 5:00 p.m. on Wednesday, May 12, 2021. No facsimile will be accepted. Late submittals will not be accepted.

The proposal must contain, but is not limited to, the following information:

- a. **Development Team Qualifications and Project Experience-** Identify the primary contact person for the Respondent, a list of proposed members of development team, resume highlights and past projects along with at least two references.
- b. **Project Narrative-** Summary of no more than five pages that contain a basic explanation of the proposal and its intent, including a description of proposed uses and construction, including building square footages or floor plans, site and elevation concepts.
- c. **Project Timeline-** Include an outline of critical dates for design and permitting, construction start dates, certificate of occupancy, and lease-up/sale schedule.
- d. **Project Viability -** Include a preliminary project pro-forma, identifying costs, funding and revenue that demonstrate project viability;
- e. **Release and Waiver-** Signed Release and Waiver, attached hereto.

6. DURA Selection Criteria: DURA will select the preferred development proposal based on the following scored criteria, however DURA is interested in learning about all ideas for the Site and will accept and review all proposals by the project deadline that meet submittal requirements.

- a. **Qualifications and Project Experience (0-25pts)** - Successful completion of projects of similar scale, cost, context, and use.
- b. **Context (0-15pts)** - Addresses the desired multi-story mixed-use urban form, while meeting the intent of the Driggs Design Standards & Guidelines and honoring the community's Western heritage.
- c. **Pedestrian Activity (0-15pts)** – Proposes specific retail, dining, entertainment or other uses that support goals for increasing pedestrian traffic in the area and are compatible with a pedestrian-oriented streetscape.
- d. **Housing (0-10pts)** - Includes upper-floor or non-street-front residential units (5pts). Projects that propose to prohibit short-term (<30 days) rentals will be given a bonus of 5 points.
- e. **Investment (0-10pts)** – Estimated value of new construction and improvements.
- f. **Economy (0-10pts)** - Delivers desirable jobs or other desired economic benefit to the community.
- g. **Equity (0-5pts)** – The Respondent proposes a business occupant that would qualify as a Socially and Economically Disadvantaged Individual under Section 8(a) of the U.S. Small Business Act, as administered by the U.S. Small Business Administration.

7. Selection Process

DURA anticipates a three-step process for selection of a developer/project team for the Site.

- a. **Request for Proposals** – At a minimum, a summary of this RFP will be published in the Teton Valley News, posted online, and noticed to known and interested parties. The RFP submissions must be received by DURA before 5:00 p.m. (MDT), WEDNESDAY, MAY 12, 2021.
- b. **Evaluation and Award of Proposals** - The proposals will be considered by DURA Board Chair and appointed City of Driggs representative. Proposals deemed complete will be distributed to the DURA Board and appointed City of Driggs representative for review and scoring. Respondents may have an opportunity to present their proposals to the DURA Board at the June 2, 2021 regular meeting, beginning at 6pm. The review process is an evaluative assessment of the potential of each proposal to strengthen and revitalize downtown Driggs. Upon award of the proposal by the DURA Board, an ANE will be negotiated, to be followed by a DDA. During this process, Respondent will be asked to provide additional information to assist DURA in approving final terms of the agreement.
- c. **Agreement to Negotiate Exclusively (ANE)** - The successful Respondent shall be required to sign an ANE within thirty (30) calendar days after the date the successful Respondent is notified by DURA of their successful selection. If, after good faith efforts by both parties, an ANE is not completed, the rights and obligations of both the Respondent and DURA shall be deemed to be terminated. The subsequent DDA will likely contain a performance obligation of the Respondent on terms that are satisfactory to DURA and will include obligations related to timeline, development scope and/or design aesthetic. A completed DDA would lead to the transfer of the Site to the Respondent.

DURA reserves the right to reject any and all proposals submitted, or to waive any minor formalities of this request if, in the judgment of DURA, the interest of DURA would be served. DURA will not discriminate on the basis of race, religion, sex (including sexual orientation or identity), national origin, marital status, age, physical handicap, ownership by women or minorities.

8. Target Dates and Timelines:

- | | |
|-----------------------------------|-------------------|
| • Notice published and RFP issued | February 17, 2021 |
| • Proposals due to DURA | May 12, 2021 |
| • Review of proposals by DURA | June 2, 2021 |
| • Execution of ANE | July 7, 2021 |
| • Execution of DDA | December 1, 2021 |

9. **Other Information:** All questions regarding this RFP should be directed to Erin Gaffney at DriggsURA@Gmail.com. Only written responses from DURA will be deemed official responses.

10. **DURA Discretion and Authority:** DURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the

Driggs Downtown Urban Renewal Plan, or it may proceed with further selection processes, or it may reject any and all submissions. DURA will determine from the information submitted in the responses the most qualified developer as evaluated under the criteria set forth herein. Final selection will be made by the DURA Board.

The issuance of the RFP and the receipt and evaluation of submissions does not obligate DURA to select a developer and/or enter into the ANE. Submissions do not constitute business terms under any eventual ANE. DURA will not pay costs incurred in responding to this RFP. DURA may cancel this process at any time prior to the execution of an ANE without liability.

11. Public Nature of all Submissions

This RFP is a public process therefore information collected under the RFP is of public record. The information that is received by DURA may be subject to disclosure under the Idaho Public Records Law. With the potential exception of financial information, it is anticipated submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Accordingly, RFP Respondents should take the following steps with respect to any information believed to be exempt from disclosure or confidential: On any items submitted with the RFP that the Respondent believes are exempt from disclosure under the Idaho Public Records Law, clearly mark the upper right corner of each page of any such document or material with the word “Exempt”. This does not mean the document qualifies under the legal definition of eligibility, but DURA will evaluate the request to make the document/page exempt if the content meets the legal requirement otherwise the document will be considered public.

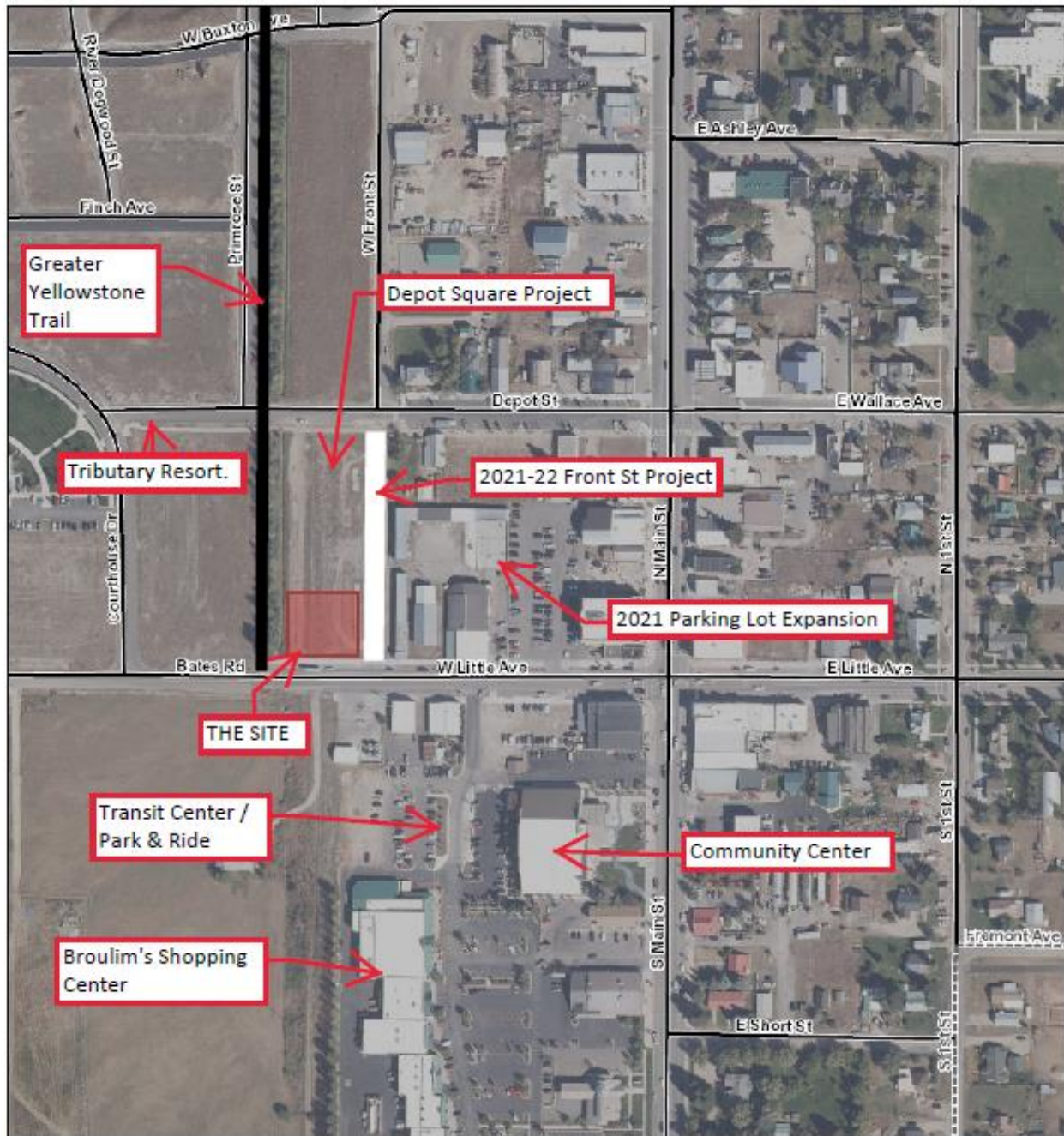
DURA’s disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Law may depend upon official or judicial determinations made pursuant to the Idaho Public Records Law. It is expressly understood that the DURA will have no liability for the disclosure of any public information.

EXHIBIT A – PRELIMINARY LEGAL DESCRIPTION OF THE SITE

The Site, as currently conceived, is an approximately 0.46 acre undeveloped property located at approximately 107 West Little Avenue at the NW corner of the planned future intersection of W Little Avenue and Front Street (see EXHIBIT E), more specifically described as follows, subject to negotiated adjustment and final survey:

A Parcel of land in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) Section 26, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being marked by an aluminum cap inscribed "9369", as filed as record instrument number 220513, in said Office; THENCE S 89°38'17" W, 742.69 feet, along the south line of Section 26 to a point; THENCE N 00°20'27" W, 82.65 feet, to a point on the north right of way line of W Little Ave, being the POINT OF BEGINNING; THENCE N 0°19'29" W, 150 feet, along the west line of that Road and Utility Easement recorded as instrument number 149619 in said Office; THENCE N 89°38'17" E 135 feet to a point on the proposed west right of way line of a realigned Front Street (shown on Exhibit 'A'); THENCE S 00°19'29" E 150 feet to a point on the north right of way line of W Little Ave, THENCE S 89°38'17" W 135 feet to the POINT OF BEGINNING; said property being approximately 0.46 acres; subject to a 30ft wide underground utility easement along the west property boundary.

EXHIBIT B – VICINITY MAP



1/25/2021, 7:11:56 PM

County Boundary

Road Surface

Pavement (asphalt / chip seal)

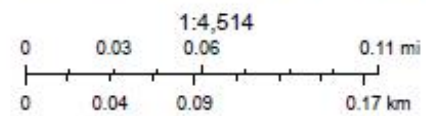
Gravel

Earth / Unimproved

City Boundaries

City Limits

Impact Area



GIS, Teton County GIS, Aero-graphics Geospatial Services., Teton County GIS Dept.

EXHIBIT C – DOWNTOWN MASTER PLAN NW QUADRANT



EXHIBIT D – DEPOT SQUARE PROJECT CONCEPTS



Not To Scale

East Elevation



Not To Scale
20151

South Elevation

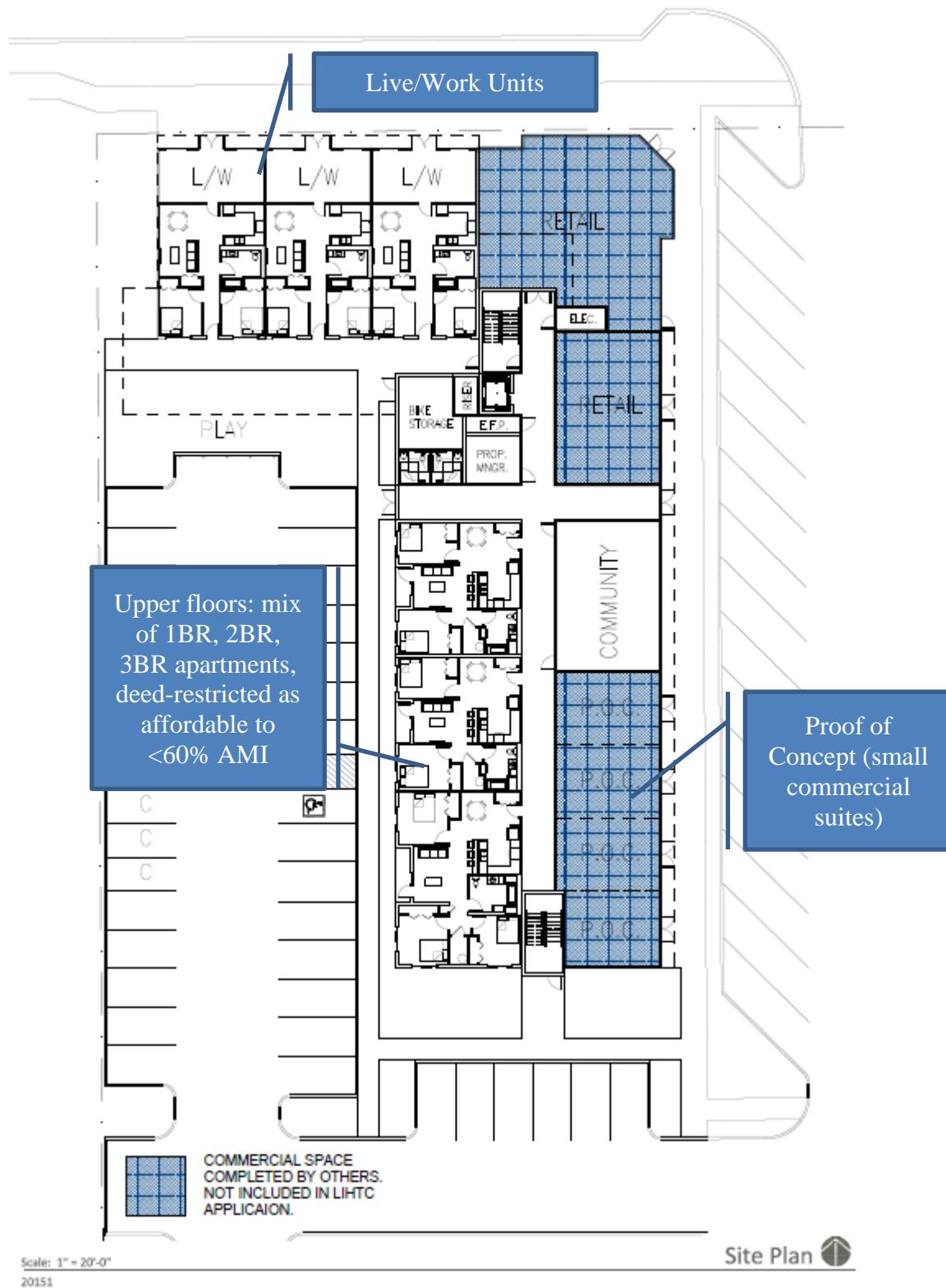


EXHIBIT E – FRONT STREET CONCEPT

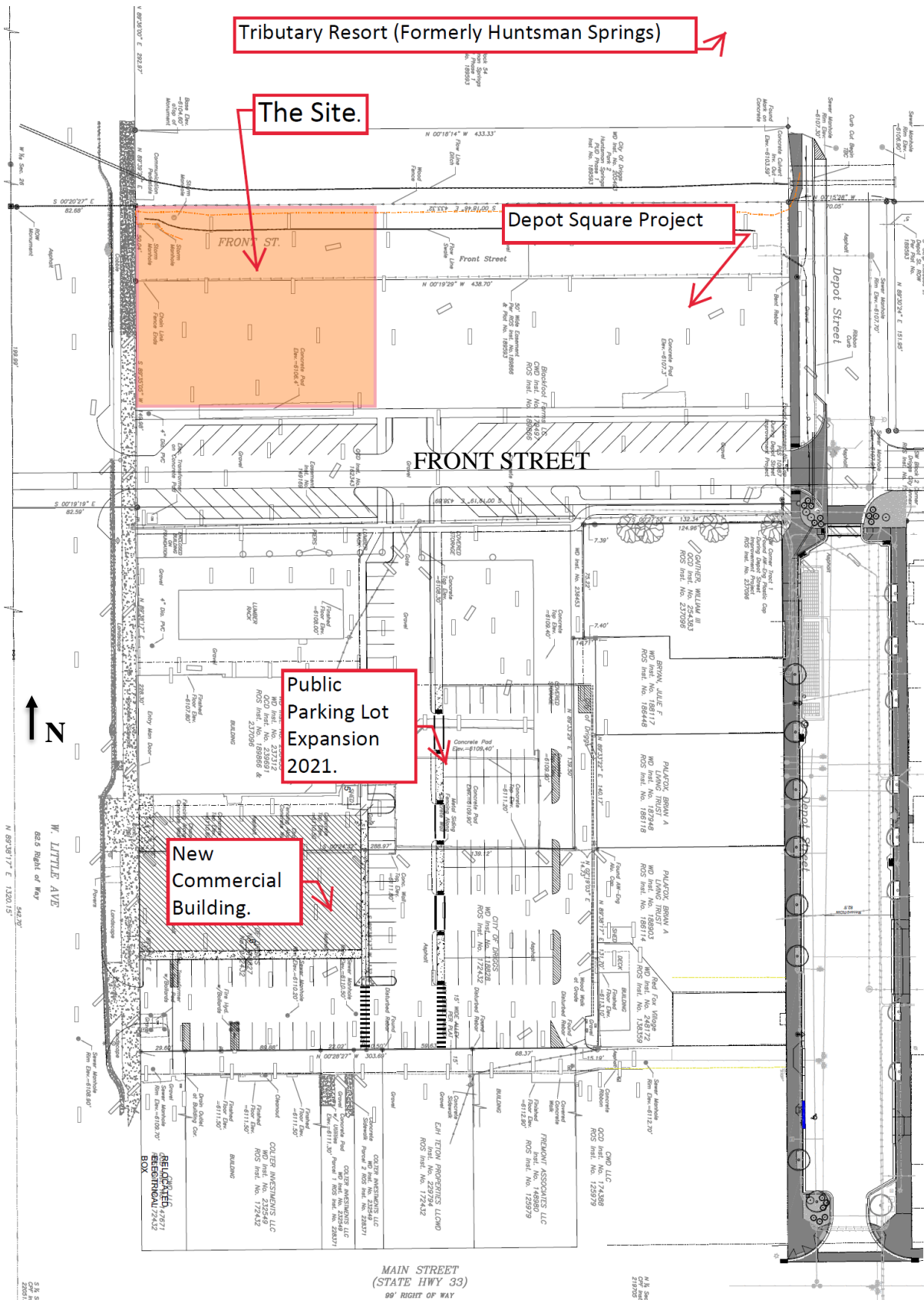


EXHIBIT F – SITE PHOTOS

[INSERT]

JEROME URBAN RENEWAL AGENCY

REQUEST FOR PROPOSAL (RFP)

Property owned by City of Jerome

The Jerome Urban Renewal Agency (JURA) is pleased to announce the redevelopment offering for several undeveloped parcels generally located along North Lincoln Avenue, First Avenue West, and Alder Street, more specifically described as Blocks 55,56, and a portion of Block 66, Jerome, Idaho (the “City Site”). Please see Exhibit A for more details.

JURA invites developers to submit redevelopment proposals for the City Site in conformance with pertinent zoning regulations, city of Jerome *Design Review Guidelines*, and the *Area 3 Downtown Urban Renewal Plan*, 2014.

This competitive proposal process is intended to allow interested developers to respond to development opportunities for the City Site. JURA will negotiate an Exclusive Negotiation Agreement with the selected developer to guide discussions leading to the preparation of a Disposition and Development Agreement (DDA).

1. Project Summary:

| | |
|------------------------|---|
| City Site Description: | Block 55, 56, and a portion of Block 66, Jerome County, Idaho. Approximately 7 acres. |
| City Site Option: | Proposers should submit proposals for development of the entire City Site. |
| Current Use: | Undeveloped lot: formerly a school site with a football field, baseball field, and parking lot. |
| Current Zoning: | The City Site is zoned R-2/Public (a rezone application to R-3 may be considered). |
| Ownership: | City of Jerome, ID. |
| Intended Use: | Uses in conformance with the <i>Area 3 Downtown Urban Renewal Plan</i> (2014) and applicable local and state regulations. |
| Development Timeline: | To be negotiated. |
| Price: | To be negotiated, but in no case less than the fair value for uses as determined by a fair use appraisal. |

- 2. Background:** In 2014 the city of Jerome adopted the *Area 3 Downtown Urban Renewal Plan*. The Plan was designed to address economic underdevelopment and physical deterioration and to promote the redevelopment of properties. The plan is to promote the redevelopment of the downtown, especially the properties along North Lincoln. The improvements envisioned in the plan are intended to provide an improved environment for new retail, commercial, and mixed-use developments, eliminate unsafe and hazardous conditions, improve parking opportunities, assure safe and efficient movement of vehicular traffic, and eliminate the deteriorating conditions identified in the eligibility study. Additionally, the city of Jerome learned through its strategic planning activities

that there is a demand for affordable housing in Jerome. Jerome industries and the Jerome School District have indicated that their employees have a hard time finding affordable housing in Jerome and as a result have to look outside the city for comfortable and affordable housing options.

3. **Project Objective:** JURA is seeking business-owners and developers who are prepared to pay no less than the fair re-use amount for the City Site and who are willing to develop the City Site for purposes and uses in conformance with the *Area 3 Downtown Urban Renewal Plan*.

Proposed developments are encouraged to take advantage of this unique area and incorporate residential uses, open space, and other uses supportive to residential uses. The design and uses should create energy and excitement and activate this key location. JURA seeks a development proposal which includes housing, retail, commercial, and other ancillary uses.

4. **Development Requirements:** The development will conform to the requirements of all development and zoning regulations found in the R-2 Zone/Public (recognizing the potential rezone to R-3). The text of this zone is located in Title 17 of the Jerome municipal code and can be found on the website site of the city of Jerome, <http://www.ci.jerome.id.us>. The proposal should be consistent with *Design Review Guidelines*, which are found on the Jerome website <http://www.ci.jerome.id.us/city-government/planning-and-zoning.html>.
5. **Additional Resources:** Resources which may be useful in developing a proposal are the property survey, City of Jerome Strategic Plan, Area 3 Downtown Urban Renewal Plan, and Community Profile.
6. **Submittal Requirements**

The proposer shall:

- Submit a cover letter which outlines the relevant details of the development proposed to be constructed on the City Site, including, but not limited to type of business to be conducted; business plan; size of structure, basic design, including one or multiple story configuration;
- Identify business partners, principals, design professionals, and other proposed development team members, highlighting similar relevant project experience and past successful development projects;
- Preliminary concept development plans including concept site plan, floor plans and building elevations;
- Identify any proposed phasing or development sequencing proposed and the timing and schedule of all such phasing;
- Preliminary project pro-forma including project funding sources and development and revenue estimates that demonstrate project viability;
- Be willing to execute a Disposition and Development Agreement (DDA); and

- Execute release documents as attached at time of submission of proposal.

Four (4) copies of the proposal, including the executed release documents, should be submitted to the Jerome Urban Renewal Agency in care of Mike Williams, Executive Director, 152 East Avenue A, Jerome, Idaho 83338. All proposals shall be clearly marked with “City Site Proposal.” Project proposals may be received at any time during regular business hours (8:00 a.m. through 5:00 p.m. Monday through Friday, except holidays). The proposals shall be received in the office or postmarked by 5:00 p.m. on the date specified in paragraph 8 below. No facsimile or e-mail delivery will be accepted.

JURA reserves the right to reject any and all proposals submitted, or to waive any minor formalities of this request if, in the judgment of JURA, the interest of JURA would be served.

7. JURA Selection Criteria: JURA will select the preferred development proposal based on the following criteria:

How the proposed development meets the goals of JURA and objectives as outlined below:

- The use of building materials which reflect the dominant, historic materials found in downtown Jerome,
- The preservation or enhancement of landscaping on public areas and near sidewalks,
- Vehicular access from North Lincoln Avenue and/or alleyway,
- Parking on interior of City Site within building or adjacent to alley, away from North Lincoln,
- Loading zones and service areas off of alley,
- Compliance of the proposed development with the R-2 Zone/Public or the potential R-3 Zone, the *Design Review Guidelines*, and the *Area 3 Downtown Urban Renewal Plan*,
- Contribution to local employment and economy,
- Probability of the proposed development’s success – based upon the stability and capability of the developer, demonstrated success based on past development projects undertaken by the developer, market analysis, business plan, financial strength, and timeline, and
- Developer’s expectations of JURA for the project’s success.
- Address the grade differential within the City Site.
- Outline what assistance, if any, will be requested from JURA.

8. Target Dates and Timelines:

- | | |
|-----------------------------------|--------------------|
| • Notice published and RFP issued | September 13, 2019 |
| • Proposals due to JURA | October 28, 2019 |
| • Review of proposals by JURA | November 7, 2019 |

- Execution of Exclusive Negotiation Agreement December 5, 2019
- Execution of DDA March 5, 2020

9. **Other Information:** All questions regarding this RFP should be directed to the Executive Director, Mike Williams, mwilliams@ci.jerome.id.us. Only written responses from JURA will be deemed official responses.
10. **JURA Discretion and Authority:** JURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the *Area 3 Downtown Urban Renewal Plan*, or it may proceed with further selection processes, or it may reject any and all submissions. JURA will determine from the information submitted in the responses the most qualified developer as evaluated under the criteria set forth herein. Final selection will be made by the JURA Board.

The issuance of the RFP and the receipt and evaluation of submissions does not obligate JURA to select a developer and/or enter into the Exclusive Right to Negotiate Agreement. Submissions do not constitute business terms under any eventual Exclusive Right to Negotiate Agreement. JURA will not pay costs incurred in responding to this RFP. JURA may cancel this process at any time prior to the execution of an Exclusive Right to Negotiate Agreement without liability.

11. Public Nature of all Submissions

This RFP is a public process therefore information collected under the RFP is of public record. The information that is received by JURA may be subject to disclosure under the Idaho Public Records Law. With the potential exception of financial information, it is anticipated submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Accordingly, RFP Respondents should take the following steps with respect to any information believed to be exempt from disclosure or confidential: On any items submitted with the RFP that the Respondent believes are exempt from disclosure under the Idaho Public Records Law, clearly mark the upper right corner of each page of any such document or material with the word “Exempt”. This does not mean the document qualifies under the legal definition of eligibility, but JURA will evaluate the request to make the document/page exempt if the content meets the legal requirement otherwise the document will be considered public.

JURA’s disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Law may depend upon official or judicial determinations made pursuant to the Idaho Public Records Law.

Request For Proposal

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01. Invitation

01

Capital City Development Corporation (“CCDC” or “Agency”) invites proposals for the Block 68 Catalytic Redevelopment Project Request for Proposal (“Block 68 RFP”) for a mixed-income, housing-focused redevelopment project located on Block 68 in downtown Boise, Idaho.

In accordance with Idaho Code § 50-2011, CCDC is seeking a results-oriented Development Team (“Development Team” or “Developer”) with a visionary idea for transforming Block 68 and the surrounding area that brings additional property for redevelopment to the project. The Agency desires a Development Team with expertise developing mixed-income housing in urban settings, experience designing high performance buildings, a track record of producing aspirational architecture and high quality results, as well as strong public engagement skills and the financial capacity to deliver.

The CCDC Participation Program will govern the Block 68 Catalytic Redevelopment Project as a Type 5 participation and disposition of CCDC-owned property through a competitive disposition process. Other CCDC Participation Program agreements may be incorporated for possible acquisition of public parking and mobility features and public infrastructure improvements.

SUBMISSION DEADLINE:
12:00 p.m. local time on August 19, 2021

Please review this Block 68 RFP carefully and be sure to ask any questions you may have. CCDC appreciates your interest in meeting the needs of the Agency and the citizens of Boise.

A handwritten signature in black ink that reads 'Kathy Wanner'.

Kathy Wanner
Contracts Specialist

02. Project Summary

02

I. Purpose Statement

The Block 68 RFP seeks to develop housing that fills gaps unmet by the private market to expand the opportunity for our active workforce to achieve housing for themselves and their families. The RFP offers two agency-owned properties, participation with public infrastructure improvements and a ParkBOI parking and mobility structure. In exchange for these offerings, the Block 68 RFP expects proposals to embrace density and reinvestment in the City's existing infrastructure and service area. It expects proposals to develop more affordable housing units, maintain the authentic neighborhood fabric, further mobility initiatives, and contribute to Boise's long-term sustainability. The RFP is seeking proposals of high architectural aspirations with visionary and creative development programs that include or catalyze further development of nearby underutilized land. Included are Minimum Expectations that are practical and achievable yet will further Boise's high livability standards. Proposals that far exceed the RFP's Minimum Expectations are strongly encouraged and will receive favorable review.

II. About CCDC

CCDC is an independent public body that is 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, as the duly created and functioning urban renewal agency for Boise City, Idaho. CCDC oversees four downtown urban renewal districts totaling 767 acres and the Gateway East district totaling 2,643 acres.

Since 1965, CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that now includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural, and entertainment opportunities. CCDC invests resources in development partnerships to create a distinctive and attractive public realm for private development through its investment in streets, streetscapes, utilities, public spaces, public art, and cultural facilities.

The Block 68 project area is within the Westside Urban Renewal District ("Westside District" or "District"). The District was formed in 2003 and terminates in 2026. CCDC plans to accomplish redevelopment of the Agency owned parcels in the remaining five years of the District as well as approximately \$29 million of investment in economic development, placemaking, infrastructure, and mobility projects throughout the District.

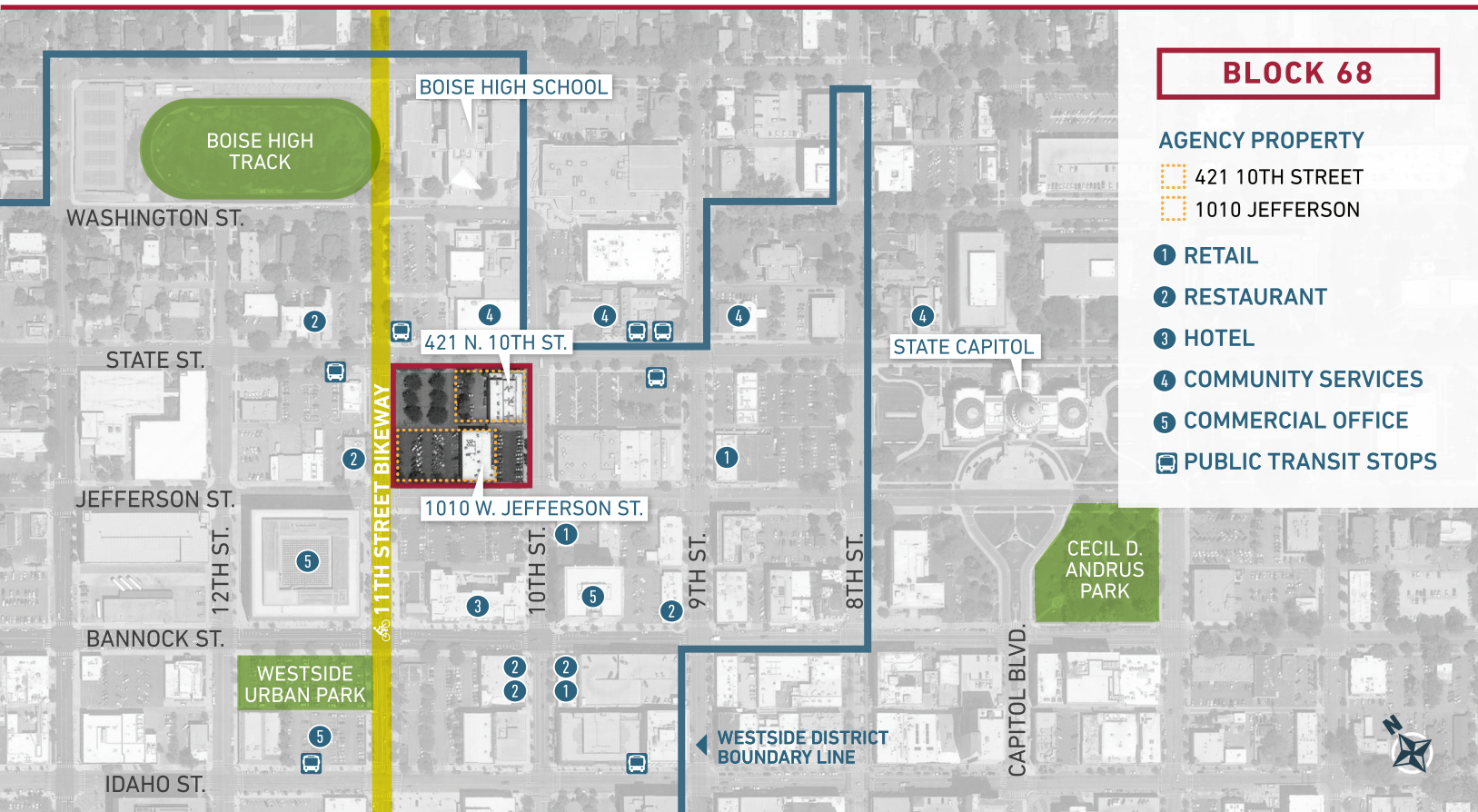
02. Project Summary

III. Project Context and Site Information

Block 68 is located three blocks from the State Capitol, in downtown Boise, Idaho. The block is bound by W. Jefferson, W. State, N. 10th and N. 11th Streets. The project area is also located within the [Downtown Boise Neighborhood Association](#) and the [Downtown Boise Business Improvement District](#).

The uses surrounding Block 68 are predominately surface parking lots, but also include civic facilities such as Boise High School, state government, and the Downtown YMCA. Recent investment in the area include the nearby Hyatt Hotel, 11th and Idaho office building, and a half-acre public park. A variety of retail, dining, and neighborhood services are also within walking distance.

Medium and low density housing is prevalent north of State Street, but south of State Street there is limited high density housing. The project area is within the central business district, surrounded by amenities and services that support housing. Boise's critically high demand for housing positions this site well for building housing.



02. Project Summary

III. Project Context and Site Information (...continued)

CCDC owns two parcels on Block 68: 1010 W. Jefferson Street (“1010 Jefferson”) and 421 N. 10th Street (“421 10th Street”). Structures exist on both 1010 Jefferson and 421 10th Street. This RFP does not specify any CCDC requirements regarding the preservation, repurposing, or demolition of these existing structures. Proposals should articulate the plan for each building in the Redevelopment Project. Both buildings are partially occupied during this RFP process; permission to access the properties must be obtained by contacting CCDC.



The Block 68 area includes a typical public alley. Overhead power lines run east-west along the alleyway before undergrounding on 11th Street and terminating at a power pole at the corner of Jefferson and 11th Streets. Utility lines that serve each building through the alley include natural gas, fiber optic, sewer, and power lines. Water and Sewer mainlines run on Jefferson and 11th Streets, with 421 N. 10th connecting on 11th Street and 1010 Jefferson connecting on Jefferson Street. Geothermal mainlines run along 10th Street's south side. The site's current fiber-optic data providers are Zayo and Sparklight. 11th Street has multiple electrical cabinets, and 10th Street has underground vaults in the right-of-way next to 1010 Jefferson. See the parcel's surveys (Appendix 8 and 9) for further information.

02. Project Summary

1010 W. Jefferson Street

| | |
|------------------------------------|---|
| Parcel ID: | R1013004553 |
| Land Area: | 0.65 Acres |
| Use: | Class C Office 55 surface parking stalls |
| Structures: | Two story building with full basement. 27,828 GSF Steel frame, CMU exterior wall, flat roof. |
| Restrictions: | Tenant leases expire 2023, building scheduled to be vacant at time of disposition. |
| Appraised Value: | \$4,930,000 Fair Market Value. See Appendix 10. |
| Site Survey: | Appendix 8. |
| Site Due Diligence Reports: | See Appendix 15 for the Existing Facility Analysis and Appendix 16 for the Phase I Environmental Site Assessment. |

421 N. 10th Street

| | |
|------------------------------------|---|
| Parcel ID: | R1013004583 |
| Land Area: | 0.35 Acres |
| Use: | Warehouse and limited retail 22 surface parking stalls |
| Structures: | One story building with partial mezzanine and partial basement. 19,589 GSF. |
| Restrictions: | Tenant leases expire 2022; building scheduled to be vacant at time of disposition. |
| Appraised Value: | \$2,535,000 Fair Market Value. See Appendix 11. |
| Site Survey: | Appendix 9. |
| Site Due Diligence Reports: | See Appendix 18 the Property Condition Assessment and Appendix 19 for the Phase 1 Environmental Site Assessment and Appendix 20 for the Limited Site Investigation. |

03. CCDC Participation

03

The Agency aims to advance economic development objectives and infrastructure improvements that serve a public benefit with this redevelopment project. This RFP offers several public/private partnership opportunities: development of Agency owned property, public infrastructure improvements, and a ParkBOI parking and mobility structure. The Agency is targeting no less than a 6:1 private to public investment ratio. For example, 60 million dollars of private investment and 10 million dollars of CCDC public investment — a total project investment of 70 million dollars — yields a 6:1 private to public investment ratio.

Proposals should explain its contemplated public/private partnership and summarize the key components and terms of the partnership. This will be an important consideration during the selection process. The Agency will negotiate final terms of the public private partnership(s) with the selected Developer as part of the Development and Disposition Agreement (“DDA”). For more information on the DDA process see Proposal Evaluation & Selection, below.

03. CCDC Participation

I. Agency Property (Development and Disposition)

As part of the Block 68 RFP, CCDC is offering the opportunity to redevelop two Agency owned parcels: 1010 W. Jefferson Street and 421 N. 10th Street. Disposition of property owned by CCDC for a redevelopment purpose follows Idaho Code § 50-2011 and the CCDC Participation Program policy adopted by the CCDC Board of Commissioners. The Block 68 RFP meets the statutory requirements in providing for competitive processes in property disposition. The property disposition process requires a commercial appraisal and a re-use appraisal, and the proposed project must comply with the Westside Urban Renewal Plan and law.

The commercial appraised value (see Appendices 10 and 11) of the included property is approximately \$7.5 million and is the initial purchase price of the property. The purchase price must be paid in full to CCDC at the time of the land closing and prior to the transfer of the Property from CCDC to the Developer. CCDC has the ability—but not the obligation—to provide a “site write down” also called “discounted land value” based on the findings within a reuse appraisal. Reimbursement of the “discounted land value”, if any, would occur at project completion. Please consider this in your preliminary budget and clearly indicate a projected “discounted land value” the project will pay if different than the commercial appraised land value.

II. Public Infrastructure Improvements

The Agency can assist development projects with reimbursement for improvements that are dedicated to and for the benefit of the public through the Agency's Type 2 Participation Program. These improvements are called Eligible Expenses, see page 6 of the Participation Program Policy document in Appendix 7. All Eligible Expenses are paid by Developer as expenses are incurred, and CCDC reimburses for Eligible Expenses over a period of time after the project is complete. The reimbursement is paid using actual tax increment revenue generated by the project and received by CCDC. Assistance is limited by the lesser of a) the agreed upon Eligible Expenses, or b) a portion of the project's tax increment value as determined by its scorecard ranking for the qualified reimbursement term. To estimate a Proposal's potential infrastructure assistance, utilize the [Type 2 General Assistance Participation Program](#) and [Scorecard](#) to determine the portion of tax increment value.

Further information about contemplated infrastructure improvements is included below, in the **Project Priorities** section.

03. CCDC Participation

III. ParkBOI Parking and Mobility Structure

The Agency is seeking to partner in development of a ParkBOI parking and mobility structure as an integral component of the Block 68 redevelopment project. Once the project is complete, CCDC will purchase (and not lease or rent parking stalls) the mobility structure, or a portion thereof, and begin operation of the facilities as part of the ParkBOI system. The acquisition follows the CCDC Participation Program policy, specifically Type 3 participation and will include purchase price, development standards, and operations agreement. The garage will be funded by tax exempt bonds, which terms stipulate that 90% of the parking stalls must be available to the public. The property acquisition process is governed by state statute. Further details regarding the condominium structure for the ParkBOI parking and mobility structure will be determined during the DDA negotiation process.

Up to \$10 million is available to partner in a parking and mobility structure and must meet the following requirements in this section. Proposals should provide 200 to 350 public parking stalls at an estimated cost per stall range of \$28,000 to \$32,000. These requirements necessitate that a public parking facility be included via non-Agency land that is at least ½ block footprint. Additionally, the structure must meet the ParkBOI facility development guidelines (see Appendix 14) and the parking facility will be branded and operated as part of the ParkBOI system. The Agency reserves the right to dictate the operator of the structured parking garage.

The Agency will not consider public parking proposals that have excessive parking allowances in proportion to the redevelopment's residential and commercial uses. Parking should be sized right for the proposed uses by satisfying the parking needs of the redevelopment and catalyzing the surrounding neighborhood. It is important for CCDC to understand how much private investment this public investment derives, and proposals should articulate what portion of private investment was made possible by inclusion of the parking and mobility structure.

Further information about mobility objectives is included below, in the **Project Priorities** section.

04. Project Priorities

04

The Block 68 RFP aims to catalyze significant private investment. Therefore, the following project priorities explain the expectations and outcomes that are most important to deliver. These priorities serve as a guide to developing a winning proposal and also will be the evaluation criteria utilized in the selection process. Careful consideration and creative solutions in each priority area—Grow Our Housing, Mobility, Urban Development and Architectural Design, Economic Development, and Sustainability—is expected.

Minimum Expectations and **Visionary Outcomes** are identified in each priority area. Redevelopment of only Agency-owned parcels serves as the basis in establishing the Minimum Expectations. This recognizes that land assemblage may not be achievable and is not necessary to submit a responsive proposal. That said, CCDC is encouraging proposals to go beyond the Minimum Expectations with projects that meet or exceed the Visionary Outcomes.

04. Project Priorities

I. Grow Our Housing

Develop housing that fills gaps unmet by the private market to expand the opportunity for our active workforce to achieve housing for themselves and their families.

Provide a minimum of 225 housing units with a balanced mix of studio, one-bedroom, and two-bedroom units. Unit sizes should be no less than 550 sq. ft. for studios, 650 sq. ft. for one-bedrooms, and 850 sq. ft. for two-bedrooms.

The Minimum Expectation is proposals will meet or exceed the following affordability terms: 25 units at or below 80% AMI, 130 units at or below 120% AMI, and 70 units at market rates. See Appendix 21 for more information about AMI. Provide at this range of pricing for at least a 15 year term and identify a monitoring agent responsible to confirm project is maintaining the goals and affordability terms. CCDC is open to consideration of lien restrictions and/or guarantees and/or another tool to confirm the units remain available and affordable at the levels proposed.

CCDC seeks proposals that provide more total units overall, as well as more units offered at the lower price points. Respondents are encouraged to deliver projects with double or even triple the minimum number of housing units at various levels of affordability terms. Thoughtful design that improves resident quality of life is expected. Suggested design items include: nine foot or taller ceiling heights, natural light, in-unit washers and dryers, durable interior finishes and fixtures, and common area amenities that serve education, families, and active lifestyles.

225
housing units

Provide a minimum of 225 housing units with a balanced mix of studio, one-bedroom, and two-bedroom units.

The Agency prefers for-rent housing but for-sale housing is acceptable. Short-term rental units are not allowed.

Proposals are encouraged to seek out additional housing incentive opportunities with the City of Boise Grow Our Housing program.

04. Project Priorities

I. Grow Our Housing

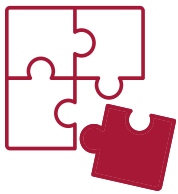


Minimum Expectations

225 housing units with balanced mix of:
550+ SF Studio, 650+ SF 1-BDs, 850+ SF
2-BDs

Affordability for a 15 year term: 25 units \leq
80% AMI and 130 units \leq 120% AMI

Thoughtful design that improves resident
quality of life



Visionary Outcome

Double or triple the minimum housing
units on/near Block 68 at various levels of
affordability

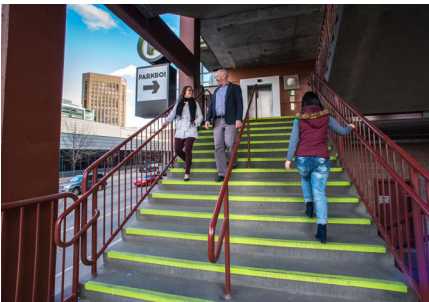
More units offered at the lower price
points and longer term pricing restrictions



04. Project Priorities

II. Mobility

Make it easier to bus, bike and walk, because our residents must be able to connect to opportunities when and where they exist. Proposals should be conceptualized with mobility infrastructure and mobility initiatives at the core of the architectural design, development program, and targeted uses.



State Street is one of only four transportation corridors into Downtown. Significant investment in bus rapid transit and transit oriented development along this corridor is explained in the [State Street Corridor Transit Oriented Development](#) plan, the [Transportation Action Plan](#), and the multi-municipality collaborative effort known as [Build a Better State Street](#). Additionally, ACHD and CCDC are partnering on the Downtown Boise Implementation Plan, which anticipates new street and public improvements along the State Street frontage of the Project Area with construction beginning in 2022. Proposals should align with and further the goals and objectives of these plans.

Once completed in 2023, the 11th Street Bikeway will provide a safe and convenient bicycle connection from ridge-to-river for all ages and abilities. More information can be found in CCDC's [11th Street Bikeway Report](#), at the Ada County Highway District's [project page](#), and in the [preliminary schematic design drawings](#). Integrate the 11th Street Bikeway into the project with careful consideration of site circulation, targeted ground floor uses, and location of bicycle facilities. A Visionary Outcome is a public secure bicycle storage facility for 30 bicycles, refer to [BikeBOI](#), with direct connection to 11th Street.

Attention to enhancing the walkability of the area is important. Maintain the public alley or an equivalent midblock connection through Block 68. Meet the City's Downtown Streetscape Standards. Provide sidewalks that provide a safe, convenient, and interesting experience.

04. Project Priorities

II. Mobility



Despite four acres of surface parking lots on and around Block 68, there is increasing demand for parking to support current uses and near-term future growth. The high cost of consolidating parking into structures continues to stymie redevelopment and contribute to the increasing price point of housing in downtown. The Minimum Expectation of proposals is that the project's private parking ratio will not exceed 0.8 stalls per unit. This aligns with City of Boise Parking Overlay District's P2 zone in which the project area is located. The Visionary Outcome is that proposals build a shared use public parking and mobility structure that consolidates parking and builds more housing and other uses that serve the neighborhood.

Proposals are encouraged to integrate a public parking garage that: provides a shared parking resource for the area, relieves infrastructure costs on housing resulting in lower housing prices, catalyzes infill of underutilized surface parking lots with active uses, and reduces need for private single-use garages.



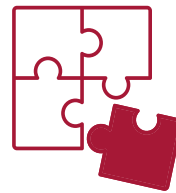
Minimum Expectations

Integrate with the Building a Better State Street initiative

Integrate and enhance the upcoming 11th Street Bikeway

Maintain midblock connection through Block 68

Private parking ratio requirement for housing: maximum of 0.8 stalls per unit



Visionary Outcome

Secure bicycle storage facility for 30 bikes

Shared-use public parking and mobility infrastructure that supports: more housing, infill with active uses, reduced infrastructure costs, and shared mobility resource for neighborhood

04. Project Priorities

III. Urban Development and Architectural Design

Elevate the architecture of Boise's urban fabric because an exceptional built environment enhances quality of life and strengthens our community's identity. Proposals should express sustainable development through aspirational architecture that challenges the status quo and exemplifies what is possible.



Minimum Expectations

Exceptional built environment that contributes to the authentic neighborhood fabric

Embrace density and provide for activities conducive to a compact mixed-used downtown

Activate the streets by providing active ground floor uses, furnishings and other engaging elements

Aspirational Architecture that integrates green architecture features and systems

Embrace density with building heights of predominantly six stories or more and in no circumstance less than three stories. Block 68 is zoned C5-DD, which is Central Business (C-5) with a Downtown Design overlay (DD). There are no height limits in the C-5 zone. Residential uses are allowed without a density maximum. The C-5 zone is intended to provide for activities conducive to a compact and concentrated urban downtown mixed-used center.

Activate the streets by providing active ground floor uses that engage with the pedestrian experience often. Building frontages are expected to consist mostly of active uses and entrances and no parking at all. Provide ground floor ceiling heights no less than fourteen-feet tall. A mix of uses that serve the neighborhood such as: retail, dining, entertainment, and community services are encouraged. Supplement the active uses with other elements, such as functional awnings, green walls, streetscape furnishings, and public art.

Aspirational Architecture should give special attention to façade design and materials, contribute to the authentic neighborhood fabric, integrate green architecture features and systems, and incorporate pedestrian scale ground floor fenestration.

04. Project Priorities

III. Urban Development and Architectural Design



Images, l-r: Architecture Daily (2011), BiotectureUk (exterior living wall), BiotectureUk (interior living wall).

04. Project Priorities

IV. Economic Development

Providing economically diverse housing opportunities to Boise's active workforce within the regional employment center will expand opportunity in Boise's local economy, reduce demands on transportation infrastructure, and further the City's long-term sustainability.

Proposals are encouraged to leverage the RFP's public-private-partnership opportunities to maximize the amount of housing and other uses included in the project. Utilize public participation to deliver lower housing price points. Implement a shared-use parking and mobility structure to catalyze infill of underutilized land with active uses and to reduce the need for private, single-use garages.

Proposals are encouraged to assemble nearby underutilized land and build more housing and uses that serve the neighborhood. Proposals that include land assemblage must demonstrate site control by providing in the submission package: record of ownership, an executed purchase and sale agreement, or an executed purchase option. Inadequate forms of site control include: letters of intent, other non-binding agreements, and verbal commitments. Additional property does not necessarily have to be abutting Agency-owned parcels. Parcels within a five minute walk of Block 68 and within in Westside Urban Renewal District are acceptable to include.

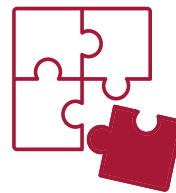
Including long range master plans with multi-phase development schemes are discouraged. CCDC will evaluate proposals only on the development that will be included in the DDA. If construction phasing is proposed, the last phase should start construction no later than 2024. Subsequent phases of development that may occur after the partnership with CCDC is complete will not be recognized during the selection process.



Minimum Expectations

Leverage public private partnership to maximize the amount of housing and other uses included in the project

Utilize public participation to deliver lower housing price points



Visionary Outcome

Assemble nearby underutilized land and build more housing and uses that serve the neighborhood

Implement a shared-use parking and mobility structure to catalyze infill of underutilized land with active uses

04. Project Priorities

V. Sustainability

CCDC is committed to ensuring that Boise is a resilient city in the face of climate change. It is critical that proposals work to mitigate climate impacts and innovate around the creation of a robust climate economy.

At a minimum, proposals are required to meet the Boise City Green Building Code and should employ measures to achieve the following. Proposals are encouraged to power buildings with alternative energy such as all-electric buildings or geothermal. Buildings should meet an Energy Use Intensity (EUI) or “KBTU/SF per year” in line with the Boise Climate Zone 5B (see Appendix 23). Provide Electric Vehicle (EV) charging stations at 1% of total parking stalls. Provide conduit sleeves for future EV charging stations at 20% of total stalls.

Utilize and expand clean energy utility system infrastructure, including: geothermal, green stormwater, fiber-optic data, electric power, and water renewal. Underground the overhead power and utilities on 11th Street and the Block 68 alley.

Proposals are required to include recycling facilities and operations and encourages proposals to include composting facilities and operations.

Accomplish water conservation with mechanical and plumbing systems that use low flow/usage appliances and fixtures which meet the EPA WaterSense standard.



Minimum Expectations

Meet the Boise City Green Building Code

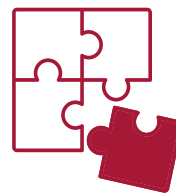
All-electric buildings with use of geothermal for commercial/retail spaces

Meet an Energy Use Intensity (EUI) in line with the Boise Climate Zone

Electric Vehicle (EV) charging stations and conduit for future charging stations

Recycling facilities and operations

Water conservation by using low flow/usage appliances and fixtures which meet the EPA WaterSense standard



Visionary Outcome

Expand clean energy utility system infrastructure

Composting facilities and operations

05. Submission Process

05

I. Registration Not Required

Registration is not required to submit a proposal. If you are interested in receiving email updates from CCDC when additional information pertaining to the RFP is made available, please contact CCDC and provide the email address or email addresses that wish to receive updates.

II. Proposal Submission

Please follow these instructions for submitting a proposal.

Utilize a commonly available file-share service such as Dropbox, WeTransfer, or Google Drive. Send the link to your proposal by email to Kathy Wanner, CCDC Contracts Specialist: kwanner@ccdcbiose.com

The required submittal documents (some of which must be signed and dated) must be organized into separate PDF or Excel files for each of the thirteen (13) sections shown below in “Required Submission Materials.” Name each PDF file with a unique identifier for that section. EXAMPLE: the first file should be named “1_Cover Sheet.pdf”, the next file “2_Acknowledgement & Release.pdf”, and so on.

CCDC takes no responsibility for submittals received late or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

III. Questions; Contact Information

Respondents may contact CCDC with written questions or requests to access the project site by sending an email to Kathy Wanner, Contracts Specialist, kwanner@ccdcbiose.com. Questions submitted before the RFP Questions and Clarifications deadline, which is **August 03, 2021**, will receive a response posted online at www.ccdcbiose.com by CCDC. Individuals who pose questions will not be identified in responses.

IV. Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn prior to the submission deadline set forth herein.

05. Submission Process

V. Required Submission Materials

The Proposal format described here is meant to allow uniform review and easy access to information by CCDC. Proposals should conform to the requested format as much as possible.

PLEASE INCLUDE THE FOLLOWING THIRTEEN (13) ITEMS ARRANGED IN THE FOLLOWING ORDER:

1. The Cover Sheet, Appendix 1

Download the Cover Sheet, under Appendices, fill out and sign. The individual listed on the Cover Sheet will be the point of contact if additional information or clarification on the submitted proposal is required.

2. Acknowledgement & Release, Appendix 2

Download the Acknowledgement & Release Agreement under Appendices, fill out and sign.

3. Development Budget Form, Appendix 3

Appendix 3 is an Excel file and should be submitted as an Excel file. The Development Budget should include all development expenses associated with the project, including proposed Agency financial participation. The total development cost provided in the Development Budget Form should match the proposed project's Financial Sources Form.

4. Financial Sources Form, Appendix 4

Appendix 4 is an Excel file and should be submitted as an Excel file. The total development cost provided in the Development Budget Form should match the proposed project's Financial Sources Form.

5. Completed Green Building Certificate Form, Appendix 5

CCDC intends to award a project committed to using the Boise City Green Construction Code. The Green Building Certification must be signed and completed with the application.

6. Development Program Form, Appendix 6

The Development Program Form is attached as Appendix 6 is an Excel file and should be submitted as an Excel file.

05. Submission Process

7. Project Narrative

The Project Narrative should explain the proposed project. Describe how it accomplishes the RFP's Project Priorities. Articulate the public benefits created by the public private partnership. Summarize the private investment objectives and the economic development benefits that it creates. It should be no more 1,500 words in length and can incorporate images, diagrams, and tables. Be sure to address each Minimum Expectation and, if applicable, Visionary Outcome listed in the Project Priorities: Grow Our Housing, Mobility, Urban Development and Architectural Design, Economic Development, and Sustainability. Project Narratives should also discuss the proposal's anticipated adherence to or variance from City of Boise Planning and Zoning regulations regarding: setbacks, Downtown Streetscape Standards, Fire Department access on-site, and parking stall counts

8. Development Team Information

- a. Provide the name, title, and organization of each: developer, architect, engineer, contractor, and proposed development legal entity, included on the Development Team. Include address, phone numbers and email contacts.
- b. Provide a Development Team organizational chart that also describes the development legal entity.
- c. Indicate whether the development entity has been formed and is registered with the State of Idaho. If it has not yet been legally formed, please indicate when it will be formed.
- d. Provide three professional references including name, title, email, and phone number. References cannot be a member of the Development Team.
- e. Include financial statements proving the Development Team's financial capacity to deliver the proposed project. A "letter of creditworthiness" from a financial institution(s) which describes prior credit relationships, prior lending history/amounts/ range, anticipated parameters for lending on the proposed project, and confirms the member or entity is not in default is acceptable in lieu of or, in addition to, another form of a financial statement.

9. Portfolio / Résumé

List and briefly describe relevant projects that the Development Team, together, has completed and/or has underway. Additionally, provide a portfolio or resume exemplifying relevant experience for each organization: developer, architect, and contractor.

05. Submission Process

10. Proposed Terms of CCDC Participation

Provide a description of the proposed CCDC participation included in the proposal. Include information about key terms such as:

- Anticipated discounted land value, if any.
- All proposed Agency financial participation related to potential Public Improvements (utility infrastructure, streetscapes, street work). Anticipated costs should be provided on the Development Program Form schedule and should conform generally to CCDC's Participation Program rules and requirements, as found in Appendix 7.
- (if applicable) Proposed purchase price of ParkBOI parking and mobility structure. Include cost breakdowns of cost per parking stall, BikeBOI facilities, etc. Summarize construction type and design standards of facilities
- Private to public investment ratio calculation, as described in the CCDC Participation section.

11. Development Timeline

A preliminary development timeline is required and must include major milestones including but not limited to design review approval, planning and zoning approval, any additional land use entitlements, loan closings, land transfer, construction start, construction completion and a rent/lease up or sales schedule.

12. Project Drawings

Provide concept design level drawings that illustrate building massing, site layout, exterior façade design and finishes, parking, contemplated streetscape and other public improvements. If applicable, provide public parking garage floorplans. Include a site plan that incorporates the ground level floor plan, vehicle and pedestrian egress, parcel lines, streetscape improvements, required setbacks, and fire department emergency site access. Provide a typical upper level floor plan of unit layout. Include multiple renderings from street level and aerial view perspectives to illustrate how the project interrelates with the surrounding context. Additional sketches, diagrams, images or plans that further explain the project are welcomed. A technical drawing set is not required with this submittal.

13. Proof of Site Control (if applicable)

Proposals that include additional property, not owned by CCDC, must demonstrate site control by providing: record of ownership, an executed purchase and sale agreement, or an executed purchase option. Unacceptable forms include: letters of intent, other non-binding agreements, and verbal commitments.

06. Proposal Evaluation & Selection

I. Evaluation Criteria

06

The evaluation criteria in this section represents the Agency's priorities, and will be used as a basis for selection of the strongest proposal. A proposal that meets the Minimum Expectations may be awarded up to 370 points. Up to 130 additional points may be awarded upon how well a proposal accomplishes the Visionary Outcomes. A total of 500 points are possible.

06. Proposal Evaluation & Selection

I. Evaluation Criteria

| | |
|---|------------|
| Development Team Qualifications | |
| Expertise developing mixed-income housing in urban settings, experience designing high performance buildings, track record of producing aspirational architecture and high quality results, as well as, strong public engagement skills. | 25 |
| Project Development Timeline | |
| Achievable and expeditious plan to accomplish pre-development, entitlements, construction, and occupancy. Alignment with CCDC schedule. | 15 |
| Grow Our Housing | |
| Minimum Expectations: 225 housing units; balanced mix unit types; 15 year affordability term for 25 units ≤ 80% AMI and 130 units ≤ 120% AMI; Thoughtful design and amenities that improve resident quality of life. | 120 |
| Visionary Outcomes: More units offered at the lower price points and longer term pricing restrictions. Double or triple the minimum housing units on/near Block 68 at various levels of affordability. | 50 |
| Mobility | |
| Minimum Expectations: Building a Better State Street, 11th Street Bikeway, and midblock connection through Block 68. Private parking ratio requirement for housing: maximum of 0.8 stalls per unit. Make it easier to bus, bike and walk, to connect people to opportunities when and where they exist. | 45 |
| Visionary Outcomes: Secure bicycle storage facility for 30 bikes. Shared-use public parking and mobility structure that supports: more housing, infill with active uses, reduced infrastructure costs, and shared mobility resource for neighborhood. | 35 |
| Urban Development and Architectural Design | |
| Minimum Expectations: Exceptional built environment that contributes to the authentic neighborhood fabric. Embrace density and provide for activities conducive to a compact mixed-used downtown. Activate the streets by providing active ground floor uses, furnishings and other engaging elements. Aspirational Architecture that integrates green architecture features and systems. | 100 |
| Visionary Outcomes: N/A | N/A |
| Economic Development | |
| Minimum Expectations: Providing economically diverse housing opportunities to expand opportunity in Boise's local economy, reduce demands on transportation infrastructure, and further the City's long-term sustainability. Leverage public private partnership to maximize the amount of housing and other uses included in the project. Utilize public participation to deliver lower housing price points. | 45 |
| Visionary Outcomes: Assemble nearby underutilized land and build more housing and uses that serve the neighborhood. Implement a shared-use parking and mobility structure to catalyze infill of underutilized land with active uses. | 30 |
| Sustainability | |
| Minimum Expectations: Meet the Boise City Green Building Code. All-electric buildings with use of geothermal for commercial/retail spaces. Meet an Energy Use Intensity (EUI) in line with the Boise Climate Zone. Electric Vehicle (EV) charging stations. Recycling facilities and operations. Water conservation by using low flow/usage appliances and fixtures which meet the EPA WaterSense standard. | 20 |
| Visionary Outcomes: Expand clean energy utility system infrastructure. Composting facilities and operations. | 15 |
| Total Points: | 500 |

06. Proposal Evaluation & Selection

II. Selection Process

CCDC envisions a four-step process for selection of a proposal for the project site.

Step 1: Request for Proposals

The RFP will be advertised locally in the Boise Metro Area, published in the Idaho Statesman newspaper, posted on the CCDC website, and noticed to known and interested parties.

Step 2: Evaluation of Proposals

Proposals received prior to the submission deadline will be reviewed by CCDC staff to confirm they meet the RFP's submittal requirements. The respondent will be notified in writing if the proposal is deemed incomplete and no further review will occur. Agency staff will continue review all proposals that meet the submittal requirements and deliver a preliminary findings report to the CCDC Board.

At its discretion, the CCDC Board may choose to establish a Selection Committee. Respondents may be asked to present to the Selection Committee or to the full CCDC Board at a public meeting. Proposals will be judged based on the written submittals, presentations, and requested supplemental information, as applicable. The CCDC Board of Commissioners reserves the prerogative to interview or not interview respondents, and reserves the right to conduct its fact finding and deliberation period as it determines necessary to evaluate proposals.

At a public meeting, The CCDC Board will select a proposal to advance to Step 3, and if applicable, determine the final ranking of other qualified proposals.

06. Proposal Evaluation & Selection

II. Selection Process

Step 3: Agreement to Negotiate Exclusively

The next step is for CCDC to enter into an Agreement to Negotiate Exclusively (ANE) with the selected development entity. The CCDC Board of Commissioners has sole authority to approve an ANE but is not obligated to consider or approve an ANE under this RFP.

Design Refinement: The ANE allows time for project design and details to be refined and specific development terms to be considered. It is the Agency's expectation during this period that, while elements of the design may change, design features will function in the way they were initially proposed. Architectural and interior finish materials, unit and income mixes, density are also design features that must remain consistent with the initial proposal.

Financial Feasibility: Once a proposal is selected, additional work will be done to determine the financial feasibility of the project together with the selected developer's banking institution. Required information may include financial statements from principals in the development entity and equity partners and related financial-credit information. Criminal background checks may be required.

Commercial Appraisal: A commercial appraisal has been completed and establishes a fair market value for purposes of determining an initial purchase price for disposition of the property a schedule of performance for a stipulated project (as described in a DDA agreement in the next step). An update to this commercial appraisal may be provided by CCDC, if needed. The appraisals for both Agency-owned properties are found in Appendices 10 and 11.

Reuse Appraisal: During the ANE stage, the Agency will obtain a reuse appraisal to determine the eligible, if any, discounting of the land value. If, during the ANE phase, a land value discount is both eligible and desired based on the project expectations, the discount (difference in commercial value versus reuse value) can be reimbursed upon successful completion of the project. This approach protects the public's investment in the land should the project fail to be completed.

Next Steps: The ANE also sets a schedule for reaching an agreement which may lead to a Disposition and Development Agreement (DDA).

06. Proposal Evaluation & Selection

II. Selection Process

Step 4: Disposition and Development Agreement (DDA)

If an ANE was entered into with a selected developer, CCDC may then prepare a DDA that describes in detail the requirements and conditions precedent to the transfer of the Project Site to the development entity. This will include a Schedule of Performance. CCDC may require certain measures such a performance bond, developer guaranty or other mechanism to increase the probability for the successful completion of the project.

An early step in the DDA would involve the selected development entity purchasing the property as advised by the commercial appraisal pricing and subject to the development agreement terms/schedule of performance. The initial purchase would convey title including payment for the property prior to commencement of construction. Successful completion of the project may involve a rebate (also known as a “site write down” or “discounted land value”) as previously advised by the reuse appraisal, determined by the ANE/DDA process, and approved by the CCDC Board of Commissioners.

Upon satisfaction of all requirements, the negotiated DDA returns to the CCDC Board of Commissioners for its final approval and selection of the RFP competitive selection process winner. The CCDC Board of Commissioners has sole authority to approve a DDA but is not obligated to consider or approve a DDA under this RFP.

06. Proposal Evaluation & Selection

III. Schedule

| Event | Date |
|--|--------------------------|
| Step 1: Request For Proposals | |
| Board Approves RFP for Publication | 05/10/2021 |
| Publish and Promote RFP | 05/17/2021 |
| RFP Questions and Clarifications Deadline | 08/03/2021 |
| RFP Addendum Deadline (if necessary) | 08/09/2021 |
| Submission Deadline | 08/19/2021 |
| Step 2: Evaluation of Proposals | |
| BOARD MTG: Agency Preliminary Finding Report | 09/13/2021 |
| Selection Committee Review and Interviews | 09/22/2021 to 10/15/2021 |
| Supplemental Information Deadline | 10/06/2021 |
| BOARD MTG: Winning Proposal Selection | 11/08/2021 |
| Step 3: Agreement to Negotiate Exclusively (ANE) | |
| BOARD MTG: Approval of ANE | 03/14/2022 |
| Step 4: Disposition and Development Agreement (DDA) | |
| Negotiation, ReUse Appraisal, Finalize DDA | 09/12/2022 |
| BOARD MTG: Approval of DDA | 11/14/2022 |

**Schedule is preliminary and subject to change. It is included to provide an idea of the timeframe in which this project may move through the approval process.*

07. Details

07

CCDC Discretion and Authority; Disclaimers

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 50, Chapter 29 (Local Economic Development Act). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to this RFQ and any irregularities in the proposals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

Public Nature of RFP Submissions

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act shall be addressed to your own legal counsel prior to submission.

08. Appendices

08

- | | |
|---|-------------------------|
| 1. Cover Sheet | REQUIRED WITH SUBMITTAL |
| 2. Acknowledgment & Release | REQUIRED WITH SUBMITTAL |
| 3. Development Budget Form | REQUIRED WITH SUBMITTAL |
| 4. Financial Sources Form | REQUIRED WITH SUBMITTAL |
| 5. Green Building Certification Form | REQUIRED WITH SUBMITTAL |
| 6. Development Program Form | REQUIRED WITH SUBMITTAL |
| 7. Participation Program Policy Document, | dated May 2019 |
| 8. Site Survey – 1010 W. Jefferson Street, | dated 2018 |
| 9. Site Survey – 421 N. 10th Street, | dated 2021 |
| 10. Property Appraisal –1010 W. Jefferson Street, | dated 2021 |
| 11. Property Appraisal – 421 N. 10th Street, | dated 2021 |
| 12. Sample Agreement to Negotiate Exclusively | |
| 13. Summary of Disposition and Development Agreement | |
| 14. CCDC Boise Parking Structure Design Guidelines | |
| 15. 1010 W. Jefferson Existing Facility Analysis, | dated 2018 |
| 16. Phase I Environmental Site Assessment – 1010 W. Jefferson Street, | dated 2018 |
| 17. Building Floor Plans – 1010 W. Jefferson Street | |
| 18. Property Condition Report – 421 N. 10th Street, | dated 2017 |
| 19. Phase I Environmental Site Assessment – 421 N. 10th Street, | dated 2017 |
| 20. Limited Site Investigation Report – 421 N. 10th Street, | dated 2018 |
| 21. 2020 Average Median Income Rent and Income Levels, Novogradic, | dated April 9th, 2021 |
| 22. City of Boise Geothermal Utility Locations, | dated March 2020 |
| 23. Energy Use Intensity and Performance Targets, New Buildings Institute | |

RESOLUTION NO. 22-URA03

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, AUTHORIZING AGENCY TO TERMINATE THE OWNER PARTICIPATION AGREEMENT WITH TRAIL CREEK FUND, LLC, THE REIMBURSEMENT PARTICIPATION AGREEMENT WITH DOUG WEBB, THE REIMBURSEMENT PARTICIPATION AGREEMENT WITH KETCHUM & MUSTARD LLC, AND THE GRANT PARTICIPATION AGREEMENT WITH KETCHUM PDX LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO ADVISE EACH DEVELOPER OF THE TERMINATION OF THE AGREEMENTS; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

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

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

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

WHEREAS, Trail Creek Fund, LLC (“Trail Creek”) owned or controlled the real property located at 300 River Street East at Main Street (hereinafter referred to as the “Site”;

WHEREAS, Trail Creek was to construct improvements on the Site and adjacent public rights of way in conjunction with the development of a new hotel and residential condominium project on the Site (the “Project”);

WHEREAS, Agency and Trail Creek entered into an Owner Participation Agreement (“Trail Creek OPA”) on February 21, 2017, attached hereto as Exhibit A, which set forth the obligations of

Agency and Trail Creek, concerning the reimbursement by Agency to Trail Creek for construction of the Project;

WHEREAS, Trail Creek never initiated construction of the Project and the property has been conveyed to another owner, and therefore Trail Creek is in default under the terms of the Trail Creek OPA;

WHEREAS, Doug Webb (“Webb”) owned or controlled certain real property located at 191 E. 8th Street, Ketchum, Idaho (the “Project Site”) The Project Site was to undergo redevelopment including construction of a mixed use residential and commercial building (the “Participant’s Project”);

WHEREAS, as part of the Participant’s Project, Webb intended to remediate certain Project Site conditions and redevelop the Project Site (the “Improvement Project”);

WHEREAS, the Improvement Project was to include improvements of public infrastructure to replace 100 feet of sidewalk along 8th Street adjacent to the Project Site;

WHEREAS, Agency and Webb entered into a Reimbursement Participation Agreement (“Webb Agreement”) on September 26, 2017, attached hereto as Exhibit B, which set forth the obligations of Agency and Webb, concerning the reimbursement by Agency to Webb for construction of the Improvement Project;

WHEREAS, the Improvement Project to date has not been completed and therefore Webb did not complete the obligations of the Webb Agreement within the twelve (12) month period as required by the Webb Agreement;

WHEREAS, pursuant to motion, the Agency revoked the Webb Agreement;

WHEREAS, Ketchum & Mustard LLC (“Ketchum & Mustard”) owned or controlled certain real property located at 620 N. Main Street, Ketchum, Idaho (the “Project Site”). The Project Site was to undergo redevelopment including construction of the Hotel Ketchum Coffee Shop (the “Participant’s Project”);

WHEREAS, as part of the Participant’s Project, Ketchum & Mustard intended to remediate certain Project Site conditions and redevelop the Project Site (the “Ketchum & Mustard Improvement Project”);

WHEREAS, the Ketchum & Mustard Improvement Project was to include improvements of public infrastructure within the right-of-way, including curb, gutter, and sidewalk;

WHEREAS, Agency and Ketchum & Mustard entered into a Reimbursement Participation Agreement (“Ketchum & Mustard Agreement”) on September 26, 2017, attached hereto as Exhibit C, which set forth the obligations of Agency and Ketchum & Mustard, concerning the reimbursement by Agency to Ketchum & Mustard for construction of the Ketchum & Mustard

Improvement Project;

WHEREAS, the Ketchum & Mustard Improvement Project has not been completed to date and therefore Ketchum & Mustard did not complete the obligations of the Ketchum & Mustard Agreement within the twelve (12) month period as required by the Ketchum & Mustard Agreement;

WHEREAS, Ketchum PDX LLC (“Ketchum PDX”) owned or controlled certain real property located at 560 N. 1st Avenue, Ketchum, Idaho (the “Project Site”). The Project Site is undergoing redevelopment including construction of a residential project of eighteen (18) rental housing units and three (3) affordable units (the “Project”);

WHEREAS, as part of the Project, Ketchum PDX intended to remediate certain Project Site conditions and redevelop the Project Site (the “PDX Improvement Project”);

WHEREAS, the Improvement Project was to include public infrastructure improvements for an eight foot (8’) wide sidewalk, drainage, and street improvements along North First Avenue adjacent to the Project Site;

WHEREAS, Agency and Ketchum PDX entered into a Grant Participation Agreement (“Ketchum PDX Agreement”) on January 30, 2019, attached hereto as Exhibit D, which set forth the obligations of Agency and Ketchum PDX, concerning the reimbursement by Agency to Ketchum PDX for construction of the PDX Improvement Project;

WHEREAS, the PDX Improvement Project to date has not been completed and therefore Ketchum PDX did not complete the obligations of the Ketchum & Mustard Agreement within the twelve (12) month period as required by the Ketchum & Mustard Agreement ;

WHEREAS, the Board of Commissioners finds it in the best public interest to terminate the Trail Creek OPA, the Webb Agreement, the Ketchum & Mustard Agreement, and the Ketchum PDX Agreement (“Agreements”) and to authorize the Executive Director to notify each of the above developers of the termination of their respective agreement.

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 Agreements, attached hereto as Exhibits A, B, C, and D, are hereby terminated.

Section 3. That the Executive Director is hereby authorized to notify Trail Creek, Webb, Ketchum & Mustard, and Ketchum PDX of the termination of their respective agreements.

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 February 22, 2022. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on February 22, 2022.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Susan Scovell, Chair

ATTEST:

By _____
Secretary

4881-5958-6063, v. 5

Instrument # 641727

HAILEY, BLAINE, IDAHO

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Recorded for : CITY OF KETCHUM

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Fee: 0.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT/CORRECTION

G

OWNER PARTICIPATION AGREEMENT

By And Between

The Ketchum Urban Renewal Agency

And

Trail Creek Fund, LLC

For

AUBERGE PROJECT

OWNER PARTICIPATION AGREEMENT

THIS OWNER PARTICIPATION AGREEMENT (hereinafter "Agreement") is entered into by and between the Ketchum Urban Renewal Agency, a public body, corporate and politic (hereinafter "Agency"), organized pursuant to the Idaho Urban Renewal Law, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the "Law"), and undertaking projects under the authority of the Local Economic Development Act of 1988 as amended (hereinafter the "Act"), and Trail Creek Fund, LLC, a California limited liability company authorized to do business in the State of Idaho (hereinafter "Participant"), collectively referred to as the "Parties" and each individually as "Party," on the terms and provisions set forth below.

RECITALS

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

WHEREAS, the Ketchum City Council adopted its Ordinance No. 1077 on November 15, 2010, approving the Ketchum Urban Renewal Plan (hereinafter the "Urban Renewal Plan");

WHEREAS, Participant owns and controls the real property located at 300 River Street East at Main Street (hereinafter referred to as the "Site" as defined below);

WHEREAS, Participant is in the process of constructing improvements on the Site and adjacent public rights of way in conjunction with the development of a new hotel and residential condominium project on the Site (the "Project");

WHEREAS, the Urban Renewal Plan authorizes Agency to use revenue allocation financing to fund specific projects and improvements to implement the Urban Renewal Plan;

WHEREAS, Agency and Participant have negotiated the major terms of Agency's participation in the funding of certain improvements to the public right of way and other eligible expenses (collectively the "Agency Funded Public Improvements");

WHEREAS, said Agency Funded Public Improvements implement several objectives outlined in the Urban Renewal Plan;

WHEREAS, the Urban Renewal Plan authorizes Agency to enter into owner participation agreements to implement the Urban Renewal Plan;

WHEREAS, as a result of Participant's agreement to construct the Agency Funded Public Improvements, Participant's commitment to comply with the terms of the Urban Renewal Plan, and Agency's commitment to reimburse Participant in compliance with the Urban Renewal Plan, the Parties deem it necessary to enter into this Owner Participation Agreement to define their respective obligations;

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

I. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until all obligations of each Party are complete.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement, and Interest

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. The mutual consideration and covenants contained herein are intended to achieve the objectives and obligations of both Parties. The Agency's commitment herein is intended to comply with the Agency's authority under the Law and the Urban Renewal Plan and is not a gift or donation of public funds.

The purpose of this Agreement is to effectuate the Urban Renewal Plan by providing for the construction of public improvements on or adjacent to the Site.

The construction of said public improvements on the Site and the fulfillment generally of this Agreement are in the vital and best interests of the City of Ketchum (the "City") and the health, safety, and welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Urban Renewal Plan.

B. The Plan

This Agreement is subject to the provisions of the Ketchum Urban Renewal Plan as adopted by the Ketchum City Council through its Ordinance No. 1077 on November 15, 2010.

C. The Project Area

The Urban Renewal Project Area ("Project Area") is located in the City of Ketchum, and the exact boundaries of the Project Area are more specifically described in the Urban Renewal Plan.

D. The Site

The Site is that portion of the Project Area shown on the "Map of the Site," attached to this Agreement as Attachment 1 which is incorporated herein by reference, and as more particularly described in the "Legal Description" of the Site, attached hereto as Attachment 2 which is incorporated herein by reference.

E. The City

The term City as used herein shall be the City of Ketchum, Idaho.

F. Agency Participation Policy

Generally, the Agency will agree to financially participate with a private developer when such participation achieves the objectives of the Urban Renewal Plan, is not duplicative of other public entity funding, and does not replace or substitute for the obligations imposed by other governmental agencies on the Participant. The specific participation by the Agency for this particular site is as set forth herein.

G. Parties to This Agreement

1. Agency

The Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code. The office of the Agency is located at 480 East Ave. N, PO Box 2315, Ketchum, ID 83340. "Agency," as used in this Agreement, includes the Urban Renewal Agency and any assignee of or successor to its rights, powers, and responsibilities.

2. Participant

The Participant is Trail Creek Fund, a California limited liability company. The principal address of the Participant is PO 84, Sun Valley, 83353.

Whenever the term "Participant" is used herein, such term shall include any permitted nominee, assignee, or successor in interest approved or consented to as provided herein. The Participant qualifies as an "owner participant" as that term is used in the Urban Renewal Plan.

H. The Private Development and City Agreements

1. The Private Development

The Private Development shall mean the development undertaken by Participant or the approved successors or assigns upon the Site. The Private Development consists of the construction of a Hotel consisting of 65 hotel rooms and suites and residential condominium units. The Private Development and any further development upon the Site or any portion of the Site shall comply with all the provisions of the Urban Renewal Plan and all applicable City building and zoning ordinances.

2. City Agreements and Approvals

"City Agreements and Approvals" shall mean those certain agreements between Participant and City, concerning, among other things, any required building permits and other approvals by City for the development of the Project Site, including the Amended and Restated Development Agreement dated October 5, 2015 and recorded as Instrument No. 630816 in the records of Blaine County, Idaho as amended by the Corrected Amendment to the Amended and Restated Development Agreement dated June 21, 2016 and recorded as Instrument No. 635897 in the records of Blaine County, Idaho (collectively, the "**Development Agreement**"), attached hereto as **Attachment 3**, as the same may be subsequently amended.

Any default by Participant of the City Agreements and Approvals, including but not limited to any and all applicable City ordinances, not cured within any applicable cure period shall constitute a default under this Agreement, with the Agency reserving any of its rights and remedies under this Agreement concerning default.

III. IMPROVEMENT OF THE SITE AND AGENCY'S PARTICIPATION

A. Development Design

Participant agrees that the Development will be in full compliance with the Plan.

B. Cost of Construction

The cost of the Private Development and the Agency Funded Improvements, defined below, shall be borne by the Participant, except as otherwise set forth herein.

C. Agency, City, and Other Governmental Agency Permits

Participant has or shall, at Participant's own expense, secure or cause to be secured any and all permits or approvals which may be required by Agency, City, or any other governmental agency relative to Project construction and operation.

D. Agency Funded Public Improvements

The Agency Funded Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; and (b) provide a higher quality of development that should assist Agency in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Urban Renewal Plan. Because of the Private Development, which achieves several of the objectives contained within the Urban Renewal Plan, Agency finds that a portion of the public improvements may be reimbursed by the Agency. Agency finds that the Agency Funded Public Improvements are in the best public interest and provide for enhanced development of the Site within the Project Area.

In consideration of the terms of this Agreement and subject to certain conditions as contained in this Agreement, Agency agrees to pay the costs of certain approved Agency Funded Public Improvements, inclusive of design and engineering costs, as verified by the Agency. Approved Agency Funded Public Improvements shall include those improvements listed on **Attachment 4**, and any other public improvement that may be approved by the Agency Board for reimbursement in the future.

E. Reimbursement Obligation

1. Amount of Reimbursement

In consideration of Participant's construction of the Agency Funded Public Improvements, Agency, subject to the terms of this Agreement, agrees to reimburse Participant an amount equal to the Actual Eligible Costs, as defined below, of the Agency Funded Public Improvements, not to exceed Two Million Thirty Nine Thousand Three Hundred Twenty Five and 00/100 dollars (\$2,039,325.00), **with no interest.**

2. Notification; Inspection; Approval

Upon completion of construction of any category of the Agency Funded Public Improvements associated with the Project and on not less than a quarterly basis during construction, Participant shall notify Agency in writing to request a meeting with the Agency Director to determine if the completed Agency Funded Public Improvements meet the requirements of this Agreement. Agency shall provide Participant with written confirmation that the completed Public Improvements are eligible for reimbursement as follows:

- (a) With respect to each Notification of Completion, Participant is responsible for submitting invoices or receipts for work performed as part of the Project (the "Cost Documentation") which will permit Agency to determine the Actual Eligible Costs, which shall be the actual costs to construct the Agency Funded Public Improvements as approved by the Agency Director. Cost Documentation shall include the following:
 - i. An accounting of the costs associated with the completed Agency Funded Public Improvements and evidence of payment of such costs by Participant. Participant shall include invoices from Participant's design professionals, general contractor, subcontractor(s), and material suppliers for each type of eligible cost item, which shall specify quantities and unit costs of installed materials.
 - ii. Explanation of any significant deviation between the initial cost estimates in **Attachment 4** and the actual costs in the Cost Documentation.
- (b) The Agency Director shall have the right to review the Cost Documentation, to inspect the completed Agency Funded Public Improvements, and to obtain independent verification that the quantities of work claimed and the costs associated therewith are accurate and appropriate for the Agency Funded Public Improvements completed.
- (c) Within thirty (30) days of Agency's receipt of the Cost Documentation, the Agency Director shall notify Participant in writing of Agency's acceptance of the Cost Documentation and Agency's determination of the Actual Eligible Costs. Agency shall notify Participant of any disputes with the Cost Documentation and provide Participant a reasonable time to explain any discrepancy. If the Agency Director and the Participant cannot agree on any disputed costs, the Parties

agree to submit the dispute to the Agency Board of Commissioners for final determination.

3. Reimbursement.

Participant shall initially pay for all of the costs of construction for the Agency Funded Public Improvements associated with the Project. By approval of this Agreement by Agency's Board of Commissioners, Agency has authorized reimbursement for the Actual Eligible Costs of the Agency Funded Public Improvements (the "Reimbursement Obligation") as set forth in Section F, below, and the other provisions of this Agreement.

F. Reimbursement Procedure

1. Agency's Reimbursement Obligation shall not commence until a Certificate of Occupancy, or the equivalent thereof, is issued for the Private Development and Agency receives written confirmation from City that Participant has completed all development obligations set forth in the Development Agreement. Provided, if Participant fails to construct the employee housing in accordance with the Development Agreement within six (6) months of the issuance of a Certificate of Occupancy for the Project, Agency shall suspend all reimbursement payments until such time as Participant constructs the employee housing in compliance with the Employee Housing Plan previously approved by the City and incorporated into the Development Agreement. Notwithstanding the foregoing, in the event any delay is caused by the City's failure to approve properly submitted design review and/or construction plans for said employee housing in a timely manner, said reimbursement payments shall not be suspended.

2. In conjunction with its receipt of revenue allocation proceeds on a biannual basis, the Agency agrees to make payment to Participant of fifty percent (50%) of the tax increment revenue allocation proceeds arising from the Site, inclusive of all condominium units constructed on the Site as part of the Project, commencing from the first date the Agency receives tax increment monies arising from the Site subsequent to the issuance of a Certificate of Occupancy or equivalent for the Private Development until such time as the Reimbursement Obligation has been paid in full, or the termination of the Urban Renewal Plan, whichever occurs first. **PARTICIPANT ACKNOWLEDGES THE TAX REVENUE ALLOCATION PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE TERMINATION OF THE URBAN RENEWAL PLAN, AND ASSUMES THAT RISK.**

3. The Bi-annual Payments are due to Participant within thirty (30) days of receipt of revenue allocation proceeds from the Site by Agency.
4. Agency shall have no obligation to make payments to the Participant for taxes collected and paid to Agency beyond the term described herein.
5. Agency may redeem, at any time, in whole or in part, without penalty, the then remaining outstanding balance of the Reimbursement Obligation.
6. All payment due hereunder shall be paid to the Participant, and future owners of condominium units created on the Site as part of the Project shall have no claim or entitlement to such payments as a result such ownership.
7. Non-general Obligation. As provided by Idaho Code Section 50-2910, the obligations of Agency hereunder shall not constitute a general obligation or debt of the Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the monies deposited in the special fund or funds provided for herein and pledged hereby to the payment of principal and interest on this Reimbursement Obligation.

G. Taxes

The Act, as amended, provides that Agency will be paid tax increment funds contingent on the amount of assessed value as determined by the Blaine County Assessor each year and the rate of tax levy or the percentage of assessment levied by each of the taxing agencies. Agency is not a guarantor of the assessment determination made by Blaine County Assessor or guarantor of collection of taxes by the Blaine County Treasurer.

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors. Except as set forth herein, nothing herein contained shall be deemed to prohibit Participant from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to Participant with respect thereto; provided, such contest does not subject the Site or any portion thereof to forfeiture or sale.

The Increment Tax Revenues on the Site by Participant (as determined from the assessment records of the Blaine County Assessor and the payment records of the Blaine County Treasurer) shall be paid to Participant if and only as they are paid to Agency by Blaine County, the entity which has the legal responsibility to collect property taxes.

Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Reimbursement Obligation is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by Agency because of reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, Participant must elect to either pay the delinquent taxes or in-lieu-of taxes reflecting higher assessments or levy rate on behalf of those taxpayers or receive less reimbursement from Agency to pay the Reimbursement Obligation.

Participant shall not apply for or otherwise request any exemption or reduction in property taxes on the Site pursuant to Title 63, Chapter 44 of the Idaho Code, The Idaho Small Employer Incentive Act of 2005, Idaho Code § 63-602NN, or Idaho Code Section 63-606A. Notwithstanding the foregoing, it is agreed that Participant may apply for or otherwise request tax reimbursement under any of the above referenced statutory provisions without violating the terms of this Agreement.

H. Subordination of Reimbursement Obligations

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

I. Liens/Payment of General Contractor

Participant hereby certifies that as of the Effective Date no mechanic's or materialman's liens have been placed on the Site, as defined above, and that the general contractor and all subcontractors have been or will be paid in full for all work performed on the Private Development. In the event any materialman's liens

are placed on the Site Participant agrees Agency may suspend any payments required under this Agreement until any liens or claims related to the Project and made by any contractor, subcontractor or material supplier that performed work on the Private Development have been satisfied.

J. Agency Contribution Assignable

Agency and Participant agree that Agency's obligations run only to Participant or its assignee and that Agency is under no obligation to grant any additional consideration or greater participation than set forth herein. Participant shall have the absolute right to assign its right to receive any payments to its lender, its successor, or other entity designated by Participant.

K. Indemnification

Participant shall indemnify and hold Agency, City, and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "claim"), which may be imposed upon or incurred by or asserted against Agency, City, or their respective officers, agents, and employees by reason of any of the following occurrences, provided Participant shall have no obligation to indemnify and hold Agency or City, respectively, and their 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 City, respectively, or their respective officers, agents, or employees:

1. Any work done in, on, or about the Site, including the Agency Funded Public Improvements, or work related to the Agency Funded Public Improvements; or
2. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
3. Any negligent or intentional act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
4. Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof, during construction; or

5. Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part.

In case any claim, action or proceeding is brought against Agency, City, or their respective officers, agents, and employees by reason of any such claim, Participant, upon written notice from Agency or City, shall, at Participant's expense, resist or defend such claim, action or proceeding.

L. Warranty

Participant warrants that the materials and workmanship employed in the construction of the Agency Funded Public Improvements are of good quality and conform to generally accepted standards within the construction industry and agrees to repair any non-conforming improvements during the warranty period upon receipt of notice from Agency of such non-conforming improvements. Such warranty and repair obligation shall extend for a period of one (1) year after a Certificate of Occupancy has been issued for the Private Development. Provided, nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

M. Maintenance

The Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Agency Funded Public Improvements. Participant anticipates that the City and or various public utilities may accept ownership and maintenance obligations of some or all of the Agency Funded Public Improvements, however such acceptance is not a condition precedent to the obligations of the Parties hereto.

IV. USE AND MAINTENANCE OF THE SITE AND ADJACENT AREA

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Urban Renewal Plan for the period of time the Urban Renewal Plan is in force and effect, which for purposes of this Agreement is deemed through December 31, 2034.

B. Obligation to Refrain From Discrimination

Participant covenants and agrees for itself, its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, age, color, creed, religion, sex, marital status, handicap,

ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the Participant or any person claiming under or through the Participant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

C. Nondiscrimination and Nonsegregation

The Participant shall not restrict the rental, sale, or lease of the Site on the basis of race, color, creed, religion, age, sex, handicap, marital status, ancestry, or national origin of any person.

D. Effect and Duration of Covenants

The covenants against discrimination contained herein shall remain in effect in perpetuity. Remaining covenants contained in this Agreement shall remain in effect until sooner of December 31, 2034, or the date on which the Urban Renewal Plan terminates, whichever is sooner. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the part of the Participant and any successors and assigns to the Site or any part thereof, and the tenants, lessees, sublessees, and occupants of the Site, for the benefit of and in favor of Agency, its successors and assigns, City, and any successor in interest thereto.

E. Local, State and Federal Laws

Participant covenants that it carried out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

V. DISPUTE RESOLUTION, REMEDIES, AND TERMINATION

A. Dispute Resolution

In the event that a dispute arises between Agency and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or

otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

B. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The nondefaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

Agency reserves the right to withhold reimbursement to Participant for any Participant default.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between Agency and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee

participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, Partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-liability of Agency Officials and Employees

No member, official, or employee of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

E. Attorney Fees and Costs

In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by Agency and Participant.

J. Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Agency Funded Public Improvements.

K. Attachments and Exhibits Made a Part

All attachments and exhibits which are attached to this Owner Participation Agreement are made a part hereof by this reference.

VII. AMENDMENTS TO THIS AGREEMENT

Agency and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

VIII. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement, including Attachments 1 through 4, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

This Agreement 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 subject matter thereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

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

KETCHUM URBAN RENEWAL AGENCY

By: 

Baird Goodlay, KURA Chair

Date: 2/21/17

ATTEST:

By: 

Robin Crotty,
KURA Secretary

PARTICIPANT

Trail Creek Fund, LLC

By: 

Jack E. Bariteau, Jr., Managing Member

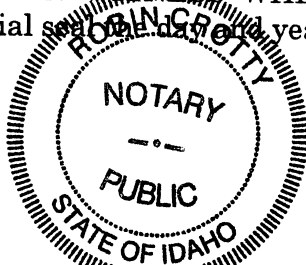
Date: 2/12/2017

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
 County of Blaine_)

On this 21st day of February, 2017, before me, Robin Crotty, the undersigned notary public in and for said county and state, personally appeared Barclay Crotty, known or identified to me to be the Chair of the Ketchum Urban Renewal Agency, the public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that such Agency executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Robin Crotty
 Residing at Ketchum City Hall
 Commission Expires 12/22/2020

STATE OF IDAHO)
) ss.
 County of Blaine_)

On this 12th day of February, 2017, before me, James R. Laszki, the undersigned notary public in and for said county and state, personally appeared Jack E. Bariteau, Jr., known or identified to me to be the managing member of Trail Creek Fund, LLC, and the person who signed the within instrument, and acknowledged to me that he has authority to execute and executed the foregoing instrument for the purposes therein contained on behalf of Trail Creek Fund, LLC.

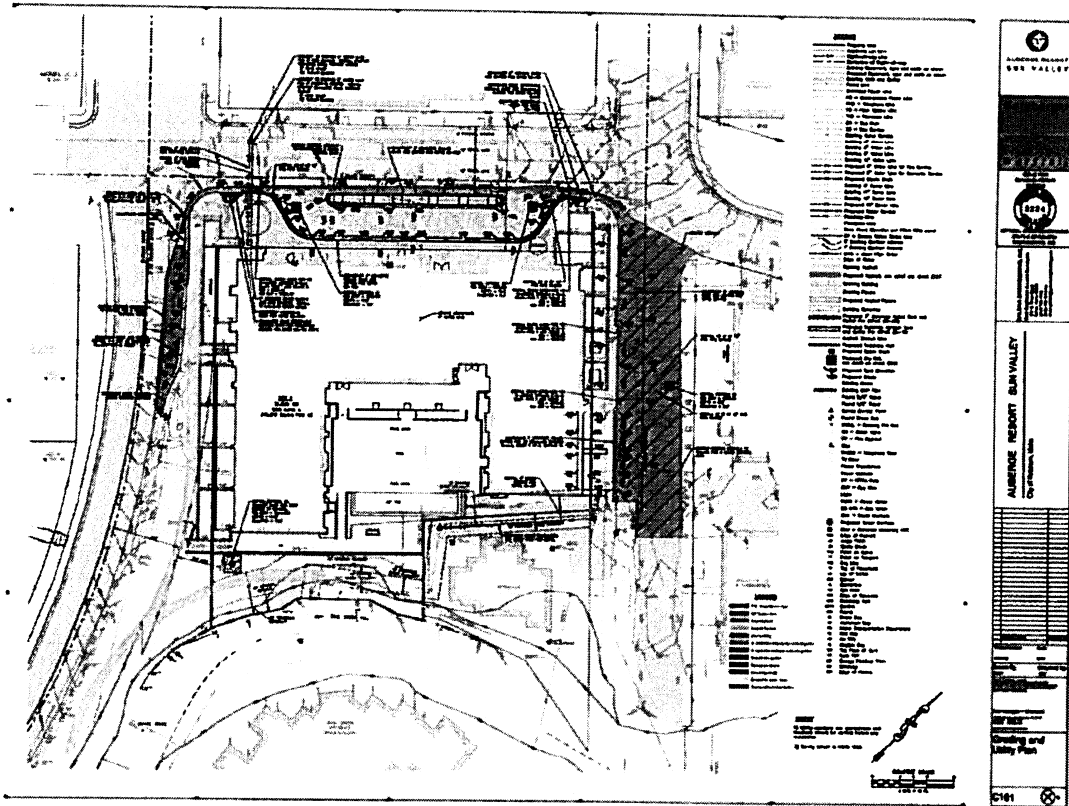
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



James R. Laszki
 Residing at Blaine County
 Commission Expires August 3, 2017

Attachment 1

Map of the Site



Attachment 2

Legal Description

Lot 2 of Block 83 of the City of Ketchum, according to the official plat thereof

Attachment 3
Amended and Restated Development Agreement
Including Employee Housing Plan

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(City of Ketchum/Trail Creek Fund, LLC, et al.

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 5th day of October, 2015, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and TRAIL CREEK FUND, LLC, a California limited liability company ("Owner").

RECITALS

WHEREAS, Owner owns that certain real property located at 200 South Main Street, Ketchum, Idaho legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property"); and

WHEREAS, Owner has applied with the City to develop and operate a Hotel ("Project") currently referred to as the "Auberge Resort Hotel" on the Property pursuant to a Planned Unit Development Conditional Use Permit; and

WHEREAS, Ketchum Municipal Code ("KMC") Section 17.52.010.H.3.g requires that the developer of such a hotel enter into a Development Agreement with the City as part of the approval process and this Agreement satisfies such requirement; and

WHEREAS, KMC 16.08.070 requires the developer of a PUD to submit a Development Plan and this Agreement will ensure compliance with such Plan; and

WHEREAS, KMC 16.08.120.C.1 allows the City Council to require such written agreements executed by the developer to secure performance of any requirement or condition imposed as part of the PUD approval and this Agreement is such a written agreement; and

WHEREAS, City has identified the Property as a site which is suited for the proposed development; and

WHEREAS, the City's Planning and Zoning Commission and City Council have held properly noticed public hearings pursuant to applicable code with respect to the development of the Property and this Agreement; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was first amended on April 15, 2010 for the purpose of extending the entitlement expiration dates; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a second time on July 16, 2012 for the purpose of extending the entitlement expiration dates; and

WHEREAS, the original agreement between the City of Ketchum and Trail Creek Fund LLC was amended for a third time on November 5, 2013 for the purpose of extending the entitlement expiration dates; and

WHEREAS, Trail Creek Fund LLC requested a fourth amendment to the Development Agreement in July 2015 for the purpose of extending the entitlement expiration dates by seven (7) months; and

WHEREAS, on September 3, 2015 the Ketchum City Council approved the request from Trail Creek Fund LLC to extend the entitlement expiration dates by seven (7) months from October 6, 2015 to May 6, 2016; and

WHEREAS, the Ketchum City Council approved the fourth extension with the understanding that this would be the last and final amendment to the Development Agreement as to time extensions; and

WHEREAS, it is the intent and desire of the parties hereto that development and uses of the Property proceed as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Incorporation of Related Agreements, Approvals, Plans, Permits and other documents. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:
 - PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
 - PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
 - PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
 - Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated September 8, 2008, or as amended from time to time.
 - Site Plan No. L-1 dated January 10, showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern.

Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the Effective Date of this Agreement. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

- i) plan review fees and inspection fees;
- ii) amendments to building, plumbing, fire and other construction codes;
- iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the Ketchum Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council as an amendment to this Agreement.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all approvals referenced in Section 2 may be subject to amendment. A new building permit may be required to reflect the changes made to the approvals in Section 2.

3. List of Uses to be Allowed (Hotel Uses and Restrictions). Owner may use the Property as a “Hotel” as defined in KMC 17.08.020 as that section existed at the time of PUD application and for private residential uses. The following units and any storage, parking or limited common area associated with such units may be used as either private residential units or as a “Hotel”: Units 1 through 6, located on the fourth floor unless otherwise amended by the City of Ketchum. All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a “Hotel”. The following are acknowledged as allowable accessory uses of the Property: conference facilities, restaurant and bar areas within the hotel, fitness facilities, retail and spa/salon uses, and an observatory on the fifth floor. Owner agrees that this Agreement specifically allows only the uses set forth above and no others. Owner may not change the uses of the Property and improvements thereon specified in this Agreement without the prior written approval of City which may be withheld for any reason permitted by law. Any substantial changes or expansions in the uses permitted by this Agreement without such prior written consent and formal modification of this Agreement as allowed by applicable law shall constitute a breach of this Agreement.
4. Permitted Square Footage and Building Location. Owner shall construct improvements on the Property in the locations depicted in the Design Review Approval. The gross square footage of the improvements shall not be greater than 149,325 square feet distributed as set forth in the Design Review Approval.
5. Identification of Development Standards & Right-of-Way Improvements. Owner shall develop the Property pursuant to the standards set forth in Title 15 of the Ketchum Municipal Code “Buildings and Construction” as such standards exist as of the date on which Owner applies for a building permit. Owner shall develop the public rights-of-way adjacent to the Property pursuant to the Site Plan and pursuant to the standards set forth in Title 12 of the Ketchum Municipal Code “Streets, Sidewalks, Public Utility Easements and Public Places” as such standards exist on the date on which Owner applies for a building permit. Improvements within the public rights-of-way that shall be dedicated to the public include:
- Pedestrian amenities such as bike racks, benches and other amenities provided within the Gateway Plaza area at the intersection of Main Street and River Street.
 - Public art.
 - Trees.
 - Street lights.
- Improvements within the public rights-of-way that shall remain in the ownership of the Owner and be subject to a revocable Right-of-Way Encroachment License include:
- Heated sidewalks within the Main Street, River Street and Leadville Avenue rights-of-way.
 - Heated asphalt or other paving within the River Street and Leadville Avenue rights-of-way.
 - Retaining walls.
 - Planter beds, screen and contents within Main Street, River Street and Leadville Avenue rights-of-way.

- Porte cochere and any other structural elements of the hotel building that project into or over the public right-of-way.
 - Curb and gutter and all ingress and egress improvements that are essential for access to the hotel entries and underground parking garage and loading dock areas of the Project.
6. Plaza Area. The size and location of the planned Gateway “plaza” area for the Property, shall be approved by the City Engineer and the City Council prior to issuance of a building permit and installed prior to the issuance of any Certificate of Occupancy.
 7. Construction and Completion Schedule. Improvements shall be constructed and substantially completed pursuant to a schedule set forth in the Revised Construction Mitigation Plan, which shall be submitted by the Owner and approved by the City no later than March 6, 2016. A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.
 8. Infrastructure Improvements. Owner shall engineer, construct, and otherwise provide, at its sole expense, improvements, facilities and services (public and private) as provided in the PUD Conditional Use Permit and this Agreement:
 - 8.1 Owner requests water and sewer service from Ketchum to the PUD Property and Ketchum hereby agrees to provide such water and sewer service at the same fees as charged to equivalent users of Ketchum.
 - 8.2 All utilities, including water, sewer, gas, cable, phone and electric shall be installed underground within the street rights-of-way. Detailed engineered construction drawings and specifications for construction of such improvements shall be prepared by Owner and approved by the Ketchum Engineer prior to construction. Prior to acceptance of any such improvements to be dedicated to Ketchum, the Ketchum Engineer shall inspect and approve same and Owner shall provide Ketchum with "as built" drawings thereof. Owner hereby warrants that to the best of its knowledge the "as built drawings" are substantially correct and Owner shall, for a period of one year from Ketchum's receipt of said drawings, be liable and hold Ketchum harmless for any damage which may result from material errors in said drawings after acceptance by the Ketchum Engineer of said utilities unless such damage is caused directly or indirectly by the acts or omissions of Ketchum, or its agents or contractors.
 9. Design Review. The improvements on the Property shall be built exclusively as permitted under the Design Review Approval unless otherwise amended by the City of Ketchum. Any development of any portion of the Property substantially inconsistent with this Agreement or the Design Review Approval, as determined by the Planning and Zoning Administrator, without modification of the Design Review Approval, shall constitute a breach of this Agreement by Owner.
 10. Phasing. Owner shall not phase the development of the Property; therefore, no security agreement shall be required for any such phasing.

11. Public Access to the Observatory. The observatory has been accepted as a public amenity and as such shall be open to the public a reasonable number of hours. The applicant shall make a proposal to the City Council regarding the operation of the observatory, to be approved by the City Council prior to issuance of any Certificate of Occupancy. The operation of the observatory is subject to approval and adjustment periodically as determined by Owner and the City Council.
12. Employee Housing. The Owner agrees to provide Employee Housing as provided by Ketchum Municipal Code and as set forth in an Employee Housing Plan, which shall be submitted by the Owner and approved by the City Council no later than April 6, 2016. Such plan shall include items set forth in Exhibit A. The approved Employee Housing Plan shall be added to this Agreement by addendum and recorded prior to issuance of a building permit. All required employee housing shall be available no later than six months after the issuance of any certificate of occupancy for the PUD property. Security for the employee housing shall be provided in the form of either a letter of credit issued by a bank, a set-aside agreement with the lender, or a lien on the property in favor of the City sufficient to cover the Employee Housing requirement.
13. Condominium Plat. A condominium plat shall be submitted by the Owner and recorded, pursuant to KMC 16.04.060, to allow for financing of the improvements and individual sale of private residential units. The condominium plat and an operations management plan must be approved by the City prior to recording. The individual condominium units and the commercial and/or common area units shall be use restricted through a recorded declaration of covenants and restrictions.
14. Relocation of Overhead Distribution Power Lines. Owner shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the Project. The pro rata share shall be based on the frontage of the Property along Main Street, Leadville Avenue, and River Street. Said contribution shall be utilized by the City solely for the relocation of power lines from overhead to underground in the vicinity of the Property. Staff shall bring alternatives to the Council regarding the payment method within six (6) months of the Effective Date of this Agreement.
15. Conditions of Approval. Owner agrees to comply with all conditions incorporated into the PUD Conditional Use Permit. Any and all approvals as adopted or amended as listed in Section 2, shall be valid until May 6, 2016. These approvals may be retained by Owner and the validity date extended past May 6, 2016 by Owner submitting a building permit application by May 6, 2016, provided the requirements of Section 7 have been met.

In the event Owner has need to revise the approvals listed in Section 2, the following schedule shall be observed to provide Owner the best opportunity to submit a complete building permit by May 6, 2016:

- If necessary, a preliminary plat must be submitted to the City no later than December 15, 2015.

- Application for Conditional Use Permit (CUP) to amend the Planned Unit Development (PUD) approval of 2008 shall be submitted no later than January 15, 2016.
- Application to amend the Design Review approval of 2008 shall be submitted no later than January 15, 2016.
- Revised Construction Mitigation Plan shall be submitted to the City no later than March 6, 2016.
- Complete Building Permit Application and applicable fees shall be submitted to the City no later than May 6, 2016.
- A Certificate of Occupancy shall be issued for the Project no later than 30 months after the Building Permit is issued.

Owner acknowledges the public processes required to amend the approvals listed in Section 2 provide no guarantees of timelines for approval and even by observing the schedule above, Owner may not be in a position to submit a complete building permit application by May 6, 2016.

16. Amendment of Agreement. This Agreement shall be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing.
17. Remedies. This Agreement shall be enforceable in any Court of competent jurisdiction by either City or Owner or by any successor or successors in title or interest or by the assigns of the parties hereto, unless otherwise expressly provided in paragraph 21, below. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions, and obligations contained herein. In the event of a material breach of this Agreement, the parties agree that the City and Owner shall have sixty (60) days after delivery of notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein, provided, however, that in case of any such default which cannot with diligence be cured within such sixty (60) day period, if the defaulting party shall commence to cure the same within such sixty (60) day period and thereafter shall prosecute the curing of the same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.
18. Mediation. Prior to either party filing suit, the parties shall participate in a minimum of one mediation session to determine if a resolution can be reached. The mediator shall be agreed to by both parties and the cost of mediation shall be split between the parties.
19. Default. In the event the Owner fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to Owner, Ketchum may, without further notice to Owner, exercise any or all of the following remedies until the default is cured:
 - a. Withhold the issuance of a certificate of occupancy of any structure or unit located within the PUD;
 - b. Withhold the connection of water or sewer to any structure or unit located within the PUD;

- c. Refuse to accept public ownership and maintenance of public improvements within the PUD and record a notice of such action with the Blaine County Recorder's office;
- d. Issue a stop work order for any building or unit under construction within the PUD;
- e. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;

All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the Ketchum.

In the event that City fails to comply with the terms and conditions hereof in any material respect, and such default is not cured after reasonable written notice to City, Owner may, without further notice to City, exercise any and all remedies available under law or in equity.

20. Miscellaneous Provisions.

- a. Covenant Running with the Land/Successors and Assigns. Unless this Agreement is modified by mutual written agreement of the Parties or terminated by City, this Agreement and all conditions, terms, duties and obligations included in this Agreement shall be binding upon Owner, each subsequent owner of the Property and every person or entity acquiring any interest in the Property. This Agreement shall constitute a covenant running with the land burdening the Property in favor of City and shall be binding upon Owner, its successors in interest, personal representatives, heirs, vendees and assigns. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof, except as provided below, and any successor owner or Owner shall be both benefited and bound by the conditions and restrictions herein expressed. The words "successors" and "assigns" as used in this Agreement shall include all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the PUD Property or any portion thereof or interest therein except for purchasers of condominiums as designated in Section 13 (a) and 13 (b) of this Agreement. Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights. Upon conveyance of a condominium unit as designated in Section 13 (a) and 13 (b) of this Agreement to a third party, the lien and encumbrance of this Agreement shall be automatically released from said unit and a prospective third party purchaser, lender and all title insurers are entitled to rely upon said release.
- b. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or the City is delayed for causes which are beyond reasonable control of the party responsible for such performance, which shall include without limitation, acts of God (such as but not limited to fires, explosions, earthquakes, drought and floods); war, hostilities, invasion, act of foreign enemies; acts of civil disobedience, rebellion, revolution, insurrection or

civil war; contamination by radioactivity; riot, commotion, lock-outs or disorder, strikes; discontinuance of electrical supply; any litigation which directly or indirectly prevents or interrupts construction or would cause a reasonably prudent person to delay the commencement or continuation of construction pending the final resolution of such litigation; acts of terrorism; or similar causes, the time for such performance shall be extended by the amount of time of such delay.

- c. Waiver. Any waiver of any of the terms or conditions of this Agreement by City or Owner must be in writing to be effective and shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Owner of applying to any subsequent breach of any such or other covenants and conditions.
- d. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered if delivered by hand to the party to whose attention it is directed, or when sent, seven (7) days after deposit in the U.S. Mail, postage pre-paid, or upon the sending of a facsimile, followed by a copy sent by U.S. Mail as provided herein, addressed as follows:

City: City of Ketchum
c/o Planning & Zoning Administrator
Post Office Box 2315
Ketchum, Idaho 83340
(208) 726-7801 Phone
(208) 726-7812 Fax

Owner: Jack E. Bariteau, Jr.
Trail Creek Fund, LLC
Post Office Box 84
Sun Valley, Idaho 83353
(650) 906-5636 Phone
(208) 727-1091 Fax

With a copy to: Lawson Laski Clark & Pogue, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
(208) 725-0055 Phone
(208) 725-0076 Fax

Or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- e. Attorney Fees. In the event either party to this Agreement is required to retain the services of an attorney to enforce its rights hereunder, the defaulting party shall

pay to the non-defaulting party reasonable attorney fees and costs incurred as a result of such default whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.

- f. Time is of the Essence. The parties hereto acknowledge and agree that time is hereby made expressly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
- g. Effective Date of Agreement. This Agreement shall be effective as of the date approved by the City Council.
- h. Requirement for Recordation. Owner shall record this document, including all of the Exhibits, and submit proof of such recording to the City. Failure to comply with this section shall be deemed a default of this Agreement by Owner.
- i. No Precedent. The issuance of the PUD Conditional Use Permit shall not be considered a binding precedent for the issuance of other PUD conditional use permits. The permit is not transferable from one parcel of land to another.
- j. Police Powers. Nothing contained herein is intended to limit the police powers of the City. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, unless expressly provided herein.
- k. Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between Owner and the City relative to the subject matter hereof, and there are no promises, conditions, or understandings, either oral or written, express or implied, between Owner and the City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.
- l. No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.
- m. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.
- n. Choice of Law. This Agreement shall be governed by the laws and decisions of the state of Idaho.


IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed on the day and year first-above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.


“CITY”:


CITY OF KETCHUM,
an Idaho municipal corporation

“OWNER”:

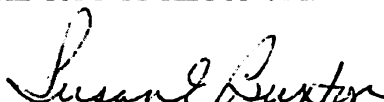
TRAIL CREEK FUND, LLC,
a California limited liability company

By: 
Nina Jonas, Mayor

By: 
Jack E. Bariteau, Jr., Managing
Member

ATTEST:

Robin Crotty
Interim City Clerk

APPROVED AS TO FORM AND
CONTENT EXCLUSIVELY FOR
THE CITY OF KETCHUM:

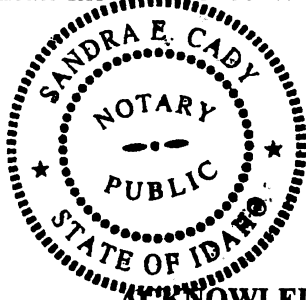

Susan Buxton, City Attorney

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 6th day of October, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Nina Jones, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Suzanne Frick
Notary Public for the State of ID.
Residing at Blaine County
My Commission Expires 11-20-2019

ACKNOWLEDGEMENT FOR OWNER

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 28 day of OCTOBER, 2015, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known to me to be the Managing Member of Trail Creek Fund, LLC, a California limited liability company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lily Oppe
Notary Public for the State of IDAHO
Residing at KETCHUM, ID
My Commission Expires 01/27/2018

Exhibit A

1. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Engineer and the Director of Planning and Building, prior to issuance of a building permit.
2. Right-of-way encroachments including retaining walls and landscape beds, and curblin alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit.
3. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
4. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following:
 - Community/workforce housing- as required in condition #9, below.
 - Contribution to underground relocation of overhead utility lines.
 - Public pedestrian amenities to be included within adjacent street rights-of-way.
 - Development of a Construction Activity Standards Plan
 - Minimum access for the public to the observatory.
5. The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:

- a) Provide salary/hourly wages for the various income categories of employees.
- b) The expected number of each level of employee that is intended to be served by the employee housing units.
- c) Which employee category will be served by which type/size of units.
- d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.
- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
- f) Location of units to be within Ketchum City limits.

- g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
- i) What units will be available and how will the pool of units available be determined.
- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
- k) How will overflow of demand of units by employees be handled; will there be a priority system.
- l) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- o Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- o Information on type of housing provided per employee classification
- o Costs incurred in rent (and utilities) and transportation/parking by employees
- o Details on anticipated lease terms/rental agreements for employees housed on-site
- o Anticipated transport and parking scenarios for both on-site and commuting employees.

The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

- 6. A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
- 7. Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
- 8. This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.
- 9. The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet (10') either by reducing overhangs or other means.

10. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
11. A PUD - Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
12. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
13. All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Micah Austin
City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340

Instrument # 635897

HAILEY, BLAINE, IDAHO
06-22-2016 9:49:37 AM No. of Pages: 11
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$40.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

**CORRECTED AMENDMENT TO THE AMENDED
AND RESTATED DEVELOPMENT AGREEMENT
(City of Ketchum/Trail Creek Fund, LLC, *et al.*)**

This Corrected Amendment to the Amended and Restated Development Agreement ("Corrected Amendment") is made as of June 21, 2016, by the City of Ketchum, Idaho ("Ketchum"), a municipal corporation.

1. **Recitals.** This Corrected Amendment is made in contemplation of the following facts and purposes:

1.1 The City entered into that certain Amended and Restated Development Agreement as of October 5, 2015, and recorded in the records of Blaine County, Idaho as Instrument No. 630816 (the "Amended Agreement") with Trail Creek Fund, LLC, a California limited liability company ("Owner"). The Amended Agreement related to certain approvals by the City for development of Owner's real property located at 200 South Main Street, Ketchum, Idaho, legally described as Lot 2 of Block 83, of the City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho (the "Property").

1.2 Pursuant to Section 12 of the Amended Agreement, Owner was required to obtain approval by the City Council of an Employee Housing Plan no later than April 6, 2016, which approved plan was required to be added to the Amended Agreement "by addendum and recorded prior to issuance of a building permit." (Amended Agreement, §12).

1.3 The Employee Housing Plan was submitted by letter to the City on April 5, 2016 and was approved by the City Council on April 4, 2016. The approved Employee Housing Plan and amendment to the Amended Agreement was executed by the Parties and recorded on April 22, 2016 in the records of Blaine County as Instrument No. 634489 (the "Housing Amendment").

1.4 The Housing Amendment included a reference to properties located at 100 East 6th Street and North 1st Avenue, Ketchum, Lots 5 & 6 of Block 35, respectively, which properties were not owned by Owner at the time the Housing Amendment was recorded. The Parties agree that the Housing Amendment was intended to be recorded in connection with, and as an amendment/addendum to, the Amended Agreement, and that the properties identified in the Housing Amendment were not intended to be encumbered, and are not encumbered, by the Housing Amendment.

2. **Corrected Amendment.** In view of the foregoing recitals, the Parties have agreed to correct the Amended Agreement as follows:

EXHIBIT “B”

April 5, 2016

Jack Bariteau
Managing Member
Trail Creek Fund LLC
P. O. Box 84
Sun Valley, Idaho 83353

Micah Austin, AICP
City of Ketchum Planning and Building Director
480 East Avenue North, P.O. Box 2315
Ketchum, Idaho 83340

AUBERGE RESORT SUN VALLEY – EMPLOYEE HOUSING PLAN

Dear Micah:

Trail Creek Fund LLC is pleased to provide the City of Ketchum with our draft Employee Housing Plan, a requirement of the Amended and Restated Development Agreement between Trail Creek Fund LLC, owner and developer of the Auberge Resort Sun Valley hotel and residence development project and the City of Ketchum that was approved on October 5, 2015. The requirements set forth in the Agreement are here reprinted in a lesser font than our response for your ease of reference.

The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

Our approach to providing the employee bed requirement as originally contained in the Development Agreement approved for the development in 2008 is based on delivering in Ketchum living to our employees. We will provide separate living arrangements for all of the required employee beds to reflect the number of employees we need to provide for under the City's employee housing formula. We have also met with David Patrie, Director of the Blaine County Housing Authority, for his input and guidance on the employee housing plan we intend to implement if approved by the City Council. As the only lodging development (Limelight Hotel is exempt) or other commercial development to date ever to be required to provide employee housing, we see the mission of providing

Trail Creek LLC – Employee Housing Plan – 05 April 2016

this housing as one which must be innovative in design and developed by entirely different financial model and method. The housing must be highly suitable and attractive living units for our future employees as we see this housing being provided as part of the overall salary package for qualified employees who elect to occupy the housing to be constructed in a separate development project that our ownership or an affiliated ownership will bring forward to the City after we have received the City Council's blessing on our approach to creating this housing stock. The highlights of this approach are as follows:

1. The City's formula for providing employee housing was originally calculated at a ratio of 25% of total employees assuming a 1 to 1 ratio of employees to hotel rooms. For a 73 room hotel this resulted in the 18 employees to be housed per the Development Agreement. If recalculated for the revised 65 hotel room count, the revised requirement would be 16, but we will agree to hold to the 18 requirement. A classic and traditional approach to creating this housing would be to build a dormitory style level of living with common kitchen, restroom and storage components. Our most readily accessible example of this housing is the employee housing built to serve the Sun Valley Lodge and Inn properties. In our view this model is unsuitable for the labor pool. To attract the level of employee that the Auberge hotel will require whether recruiting within or without the Wood River Valley market, the employee living unit must provide a sense of well thought architectural design that provides for ease of accessibility, privacy and convenience. Our conclusion is that we must find a way to build an apartment component as part of a larger mixed residential project as the economics of developing this project on a stand-alone basis and supported solely by the hotel do not work.
2. The only feasible way that the hotel can support the development of the employee housing is for it to be built as part of another residential project containing market rate for sale housing located above the employee housing. As you are aware our development is also obligated to pay an in lieu fee against the non-hotel room component of the project so allocating more precious project dollars away from the hotel construction and operations to produce employee housing is a non-starter. Market rate housing will in effect subsidize the development of the employee housing and make the project financeable to build as a separate project with a master lease and lump sum annual rental of the employee housing units by the hotel developer for a minimum of 20 years. This burden has been factored into the hotel annual operating budget for the hotel and will permit the hotel operator maximum flexibility to place approximately 19% of its projected first year of operation 85 employee work force into this housing. Hotel operations intends to offer this housing to full time employees across the spectrum of mid and lower

tiers of the fulltime job workforce (as delineated on the attached TRI Project Salary Schedule prepared by Auberge Resorts for the Idaho Commerce Department) as they are hired. It is not anticipated that upper tier employees earning in excess of \$80,000 per year will locate in employee housing given the anticipated level of experience, financial net worth and larger housing preferences of these individuals.

3. The site we have identified for the Employee Housing is at the corner of 1st Avenue and 6th Street in downtown Ketchum. It is comprised of two adjacent 55' x 100' sites identified as 100 East 6th Street and 560 North 1st Avenue, Ketchum Lots 5 & 6 of Block 35 respectively. The site is zoned for this use and we have planning studies in progress that show it to be well suited for this project.

As you are aware, the applicant, Trail Creek Fund LLC, shall provide a detailed Employee Housing Plan (which originally provided for housing for employee housing equal to 18 beds for 73 rooms in the original hotel room layout) in the hotel project as approved by the City of Ketchum on a site acceptable to the Ketchum City Council, and within City of Ketchum City limits. The project plan has now evolved into a 65 room hotel, but as stated above we will hold to the 18 employee bed requirement. The applicant, Trail Creek Fund LLC, intends to entitle and construct a separate three story real estate project within the City Limits at one of two possible locations that will create this employee housing and that is specifically designed for use by the hotel employees as part of their employee compensation plan. The development envisioned is unique in its goal to create on grade, street present walk up apartment housing in smaller configurations from 400 to 750 square feet versus providing a dormitory style level of living. The upper two levels of the three story structure would consist of three market rate flats on the second floor and two penthouses on the third floor. In plan, the building would be located on two 5,500 square foot lots combined into an 11,000 square foot lots. Our preliminary plans indicate that 12 apartments could be developed over underground parking and storage with two levels of market rate housing above. The 18 employees would be accommodated in the ground floor developed as a single condominium unit that will be master leased by Trail Creek Fund LLC, the developer and owner of the completed hotel project for the exclusive use Auberge Resorts employees. The apartment units would be provided to qualifying employees as part of their salary package with no rent charged to the employee. The employees selected would be responsible for payment of utilities and personal communications services including internet and cable and phone. Each apartment would be designed and fitted out to provide front door street entry, window line to the street, full kitchens and private bathroom and closet spaces with adequate storage provided for bicycles, ski and snow equipment and general storage needs in the underground garage. One parking space per apartment would be provided in the underground garage.

The following elements shall be required in the Employee Housing Plan:

- a) Provide salary/hourly wages for the various income categories of employees.

The hotel operated and managed by Auberge Resorts Collection under a long term management contract with our ownership, Trail Creek Fund LLC, is projected to employ 85 employees and workforce positions per the attached TRI Project Salary Schedule prepared by Auberge Resorts Collection. Please refer to this schedule for annual salary projections.

- b) The expected number of each level of employee that is intended to be served by the employee housing units.

The job descriptions and salaries on the Project Salary Schedule range significantly between upper senior management and the lowest entry position. The intention of Trail Creek Fund LLC and Auberge Resorts is to recruit and find the right combination of employees in all categories. We see the middle and lower tier employees of the Salary Schedule as ideally qualified to apply for this employee housing.

- c) Which employee category will be served by which type/size of units.

It is anticipated that all but the top level of management and pay grade would be eligible for the apartments or a pool of over 70 employees.

- d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.

There are no rental rates proposed as the apartments will be offered to the employees at no charge other than payment of utilities and prorated homeowner dues reimbursed to the master lessee. Property taxes will be paid by Trail Creek Fund LLC under its master lease obligations.

- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).

All apartments as planned in the development will be a combination of single and double occupancy units as best fits the plan to provide for the total 18 employee required occupancy.

- f) Location of units to be within Ketchum City limits.

The apartments will be located within the City of Ketchum on one of two preferred sites under consideration, one within walking distance of the hotel project and the other a short ride to the city center readily accessible via public transportation, bicycle or car.

Trail Creek LLC – Employee Housing Plan – 05 April 2016

- g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)

The units will be a combination of studios, one-bedroom, and two-bedroom apartments ranging from 400 SF to 750 SF as is necessary to meet the 18 employee housing requirement. All units will be provided rent free to the employees.

- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.

All units will be needed for fulltime employees and spouses if married.

- i) What units will be available and how will the pool of units available be determined.

All apartment units will be available within 6 months of Certificate of Occupancy for the hotel as agreed in the last Amendment of the Development Agreement and upon completion of the employee housing portion of the project. The employee apartments are all on the ground floor of the proposed building.

- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.

The minimum standard for employee eligibility will be execution of an employment contract for full time work for at least one calendar year. Fulltime work is a 40 hour work week five days a week or a flexible schedule of longer hours and fewer days as to be determined by Auberge Resorts management.

- k) How will overflow of demand of units by employees be handled; will there be a priority system.

We will not be able to provide for overflow employee housing beyond the 18 bed requirement as the hotel project is incapable of financially supporting this subsidy to be successful in the long term. It is anticipated that employees recruited and located within our employee housing will experience the benefits of living in the City of Ketchum and eventually matriculate to more traditional and larger forms of housing. The normal pattern of life may lead to the establishment of families needing larger types of housing creating a turnover of employee housing for those individuals who find employment with Auberge in future years as employees accommodated in the employee housing project relocate.

- l) Provide information on housing families (with children) and/or married couples.

We do not see the employee housing in the apartments as suitable for families but do anticipate double occupancy by married couples as a possibility in a number of the apartments.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- Wage/salary range and a breakdown the number of employees within the aforementioned classifications

See attached employee and salary schedule.

- Information on type of housing provided per employee classification

At this juncture, the apartment portion of the building will consist of studios, one-bedroom, and two-bedroom units, some appropriate for possible double occupancy.

- Costs incurred in rent (and utilities) and transportation/parking by employees

No costs for rent other than utilities, homeowner dues, and personal communication services are forecast. These exact costs are all unknown at this time. Underground parking for one car per apartment is provided. Transportation costs are not calculated given the short walking distance from the preferred employee housing site to the hotel.

- Details on anticipated lease terms/rental agreements for employees housed on-site

There are no hotel employees that will be housed within or on the hotel premises. Employment by the hotel company will dictate the employee qualifying for the employee housing to be provided by hotel ownership.

- Anticipated transport and parking scenarios for both on-site and commuting employees.

No onsite parking will be available for the entire work force in the hotel garage although a valet managed parking system may provide for potential employee parking opportunities for those employees other than the employees housed in the apartment units provided by Trail Creek Fund LLC.

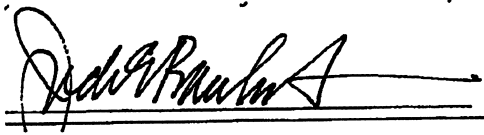
The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

Trail Creek LLC – Employee Housing Plan – 05 April 2016

This completes our Employee Housing Plan for Auberge Resort Sun Valley as provided by Trail Creek Fund LLC. Our ownership looks forward to working with you and the City of Ketchum to implement this plan. We are always available to discuss any additional questions you may have.

Best Regards,

Trail Creek Fund LLC

A handwritten signature in dark ink, appearing to read "Jack Bariteau, Jr.", is written over two horizontal lines.

Jack Bariteau, Jr.
Managing Member



TRI Project Salary Schedule

| Full-Time Job Title | Annual Wage (w/o benefits) | Number of new hires per year | | | | | | | | | | | | | | | Total Job per Positk |
|----------------------------------|-------------------------------|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|-------------------------|
| | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 | |
| 1 General Manager | \$268,926.00 | 1 | | | | | | | | | | | | | | | 1 |
| 2 Administrative Assistant | \$51,785.00 | 1 | | | | | | | | | | | | | | | 1 |
| 3 Controller | \$113,927.00 | 1 | | | | | | | | | | | | | | | 1 |
| 4 Accounts Receivable | \$46,606.50 | 1 | | | | | | | | | | | | | | | 1 |
| 5 Receiving Clerk | \$36,249.50 | 1 | | | | | | | | | | | | | | | 1 |
| 6 IT Specialist | \$51,785.00 | 1 | | | | | | | | | | | | | | | 1 |
| 7 Director of HR | \$93,213.00 | 1 | | | | | | | | | | | | | | | 1 |
| 8 Employment/Benefits Manager | \$56,983.50 | 1 | | | | | | | | | | | | | | | 1 |
| 9 Front Office Manager | \$62,142.00 | 1 | | | | | | | | | | | | | | | 1 |
| 10 Night Manager | \$41,428.00 | 1 | | | | | | | | | | | | | | | 1 |
| 11 Agent | \$23,821.10 | 2 | 1 | | | | | | | | | | | | | | 3 |
| 12 Chief Concierge | \$51,785.00 | 1 | | | | | | | | | | | | | | | 1 |
| 13 Concierge | \$31,071.00 | 1 | 1 | | | | | | | | | | | | | | 2 |
| 14 Bellperson | \$18,842.60 | 2 | | | | | | | | | | | | | | | 2 |
| 15 Door Person | \$18,842.60 | 2 | | | | | | | | | | | | | | | 2 |
| 16 Director of Reservations/Rev. | \$82,858.00 | 1 | | | | | | | | | | | | | | | 1 |
| 17 Reservations Sales Agent | \$31,071.00 | 2 | | | | | | | | | | | | | | | 2 |
| 18 Executive Housekeeper | \$82,856.00 | 1 | | | | | | | | | | | | | | | 1 |
| 19 Housekeeping Coordinator | \$31,071.00 | 1 | | | | | | | | | | | | | | | 1 |
| 20 Housekeeper Supervisor | \$31,071.00 | 2 | | | | | | | | | | | | | | | 2 |
| 21 Room Attendant | \$22,785.40 | 3 | 1 | | | | | | | | | | | | | | 4 |
| 22 Turndown Attendant | \$22,785.40 | 2 | | | | | | | | | | | | | | | 2 |
| 23 Houseperson | \$22,785.40 | 2 | 1 | | | | | | | | | | | | | | 3 |
| 24 Public Area Cleaner | \$22,785.40 | 1 | 1 | | | | | | | | | | | | | | 2 |
| 25 Laundry Valet/Runner | \$22,785.40 | 1 | | | | | | | | | | | | | | | 1 |
| 26 Restaurant Manager | \$82,856.00 | 1 | | | | | | | | | | | | | | | 1 |
| 27 Restaurant Assistant Manager | \$56,983.50 | 1 | | | | | | | | | | | | | | | 1 |
| 28 Hostess | \$36,249.50 | 1 | | | | | | | | | | | | | | | 1 |
| 29 Server | \$15,635.50 | 4 | 2 | | | | | | | | | | | | | | 6 |
| 30 Server Assistant | \$15,635.50 | 3 | 1 | | | | | | | | | | | | | | 4 |
| 31 Bartender | \$18,842.60 | 2 | | | | | | | | | | | | | | | 2 |
| 32 Room Service Server | \$15,635.50 | 2 | | | | | | | | | | | | | | | 2 |
| 33 Mini-Bar Attendant | \$17,806.90 | 1 | | | | | | | | | | | | | | | 1 |
| 34 Order Taker | \$26,892.60 | 2 | | | | | | | | | | | | | | | 2 |
| 41 Banquet Manager | \$82,142.00 | 1 | | | | | | | | | | | | | | | 1 |
| 42 Captain | \$25,892.50 | 1 | | | | | | | | | | | | | | | 1 |
| 43 Server | \$10,357.00 | 3 | | | | | | | | | | | | | | | 3 |
| 44 Houseman | \$16,571.20 | 2 | | | | | | | | | | | | | | | 2 |
| 45 Executive Chef | \$113,927.00 | 1 | | | | | | | | | | | | | | | 1 |
| 46 Executive Sous Chef | \$82,856.00 | 1 | | | | | | | | | | | | | | | 1 |
| 47 Cook | \$41,428.00 | 4 | 2 | | | | | | | | | | | | | | 6 |
| 48 Garde Manger Cook II | \$36,249.50 | 3 | 2 | | | | | | | | | | | | | | 5 |
| 49 Outlet Sous Chef | \$56,983.50 | 1 | | | | | | | | | | | | | | | 1 |
| 50 Seward | \$25,892.50 | 3 | | | | | | | | | | | | | | | 3 |
| 62 Spa Treatments Manager | \$82,142.00 | 1 | | | | | | | | | | | | | | | 1 |
| 63 Spa Attendant | \$22,785.40 | 2 | | | | | | | | | | | | | | | 2 |
| 64 Spa Therapist | \$31,071.00 | 3 | 1 | | | | | | | | | | | | | | 4 |
| 66 Esthetician | \$31,071.00 | 1 | | | | | | | | | | | | | | | 1 |
| 68 Director of Sales & Marketing | \$103,570.00 | 1 | | | | | | | | | | | | | | | 1 |
| 67 Conference Services Manager | \$62,142.00 | 1 | | | | | | | | | | | | | | | 1 |
| 68 PBX Operator | \$25,892.50 | 1 | | | | | | | | | | | | | | | 1 |
| 69 Chief Engineer | \$93,213.00 | 1 | | | | | | | | | | | | | | | 1 |
| 70 Shift Engineer | \$46,606.50 | 3 | 1 | | | | | | | | | | | | | | 4 |
| Total New Jobs created | | 85 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 98 |

Attachment 4

Agency Funded Public Improvements

**Autosport Resort Sun Valley
Off-Site Improvements w/ Power Line Options**



| Revised 12/17/2016 | | | | | | | | | | Notes | |
|---|-------|------|---------|----------|-------|------|--------|-------|----------|----------------------------|-------|
| Division 1 - General Conditions | | | | | | | | | | | |
| Qty. | 15% W | Unit | Unit \$ | Material | Labor | Subs | Others | Total | Previous | Current | Total |
| 01000 Survey | | | | | | | | | | Current to Date Expense \$ | |
| 01040 Project Manager | | | | | | | | | | Current to Date Expense \$ | |
| 01041 Civil Engineering | | | | | | | | | | | |
| 01042 Landscape Design | | | | | | | | | | | |
| 01045 Mechanical Engineering | | | | | | | | | | | |
| 01056 General Liability Insurance - Actual Cost | | | | | | | | | | | |
| Permits and Fees | | | | | | | | | | | |
| IPCO Engineering Service - Actual Cost | | | | | | | | | | | |
| IDOT Permit - Actual Cost | | | | | | | | | | | |
| Total | | | | | | | | | | | |
| Division 2 - Shrinkwork within the Public ROW | | | | | | | | | | | |
| 02005 Idaho Power West Side Undergrounding | | | | | | | | | | | |
| 02005 Idaho Power East Side Undergrounding | | | | | | | | | | | |
| 02000 Excavation & Grading | | | | | | | | | | | |
| 02513 Asphalt Base Work | | | | | | | | | | | |
| 02513 Asphalt | | | | | | | | | | | |
| Demo & Disposal of Asphalt road | | | | | | | | | | | |
| Saw Cut | | | | | | | | | | | |
| Tree Removal in State ROW - Actual Cost | | | | | | | | | | | |
| 02200 Sewer Line Relocation - Actual Cost | | | | | | | | | | | |
| Demo Old Line | | | | | | | | | | | |
| Relocation Sewer Line Install | | | | | | | | | | | |
| Slurry Mix Sewer Line | | | | | | | | | | | |
| Manhole Covers | | | | | | | | | | | |
| Bypass Line | | | | | | | | | | | |
| Relocate Power Pole - Actual Cost | | | | | | | | | | | |
| Catch Basin Pipe | | | | | | | | | | | |
| Catch Basins | | | | | | | | | | | |
| Drywell 5" Diameter | | | | | | | | | | | |
| Drywell 10" Diameter | | | | | | | | | | | |
| 02200 Water Line | | | | | | | | | | | |
| 3" Water Line - Actual Cost | | | | | | | | | | | |
| Terminate old 2" - Actual Cost | | | | | | | | | | | |
| 02515 Pavers | | | | | | | | | | | |
| Right Turn Lane Paint | | | | | | | | | | | |
| 02800 Landscaping Allowance Balance | | | | | | | | | | | |
| 02850 Irrigation | | | | | | | | | | | |
| Total | | | | | | | | | | | |
| Division 3 - Concrete Sidewalks, Curb & Gutter | | | | | | | | | | | |
| 1" Curb and Gutter | | | | | | | | | | | |
| 6" Reverse Up Vertical Curb & Gutter | | | | | | | | | | | |
| 6" Vertical Curb and Gutter | | | | | | | | | | | |
| 3" Concrete Valley Gutter | | | | | | | | | | | |
| Truncated Dome | | | | | | | | | | | |
| Total | | | | | | | | | | | |
| Division 4 - Masonry | | | | | | | | | | | |
| Fountains | | | | | | | | | | | |
| Retaining Wall | | | | | | | | | | | |
| Total | | | | | | | | | | | |
| Division 15 - Mechanical | | | | | | | | | | | |
| Heated Section for asphalt | | | | | | | | | | | |
| Heated Section for pavers | | | | | | | | | | | |
| Total | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | |
| Fees | | | | | | | | | | | |
| Contingency | | | | | | | | | | | |
| Total Estimate | | | | | | | | | | | |
| Grand Total | | | | | | | | | | | |

Auberge Resort Sun Valley
Off-Site Improvements Scope of Work
 Revised 12/12/2016

Off-Site Improvements Scope of Work

West Side of Building

- Idaho Power Co. overhead power on the Auberge Site
- Retaining Walls
- On Main St. construct a right turn lane that will include: new asphalt, saw cutting to provide a clean vertical edge, and painted lines
- 6" concrete reverse lip vertical curb and gutter for 77 Feet
- 6" Concrete Vertical Curb and Gutter for 74 Feet

North Side of Building

- Heated pavers for drive-in and the entrance
- 12" PVC to connect the Catch Basin, Grease and Sand trap, and the Drywell units placed underground
- 1" Curb and gutters to be placed at the front entrance of the hotel
- New Asphalt and saw cutting will continue through the whole north side of the building
- Truncated Domes
- Landscape
- Art/Fountains

East Side of Building

- Idaho Power Co. overhead power on the Auberge Site
- 5827 sf of New Heated asphalt on Leadville avenue
- 6" concrete reverse lip vertical curb and gutter for 129 Feet
- Retaining walls that also includes the planter boxes
- Saw cutting will be applied on Leadville Ave. to provide a clean vertical edge
- Landscape

South Side of Building

- 106' of 18" Sewer Line for sewer relocation
- Landscape
- Heated Pavers

REIMBURSEMENT PARTICIPATION AGREEMENT

THIS REIMBURSEMENT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Ketchum Urban Renewal Agency, also known as the KURA, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Ketchum, Idaho ("Agency") and Doug Webb ("Participant"). Agency and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 191 E. 8th Street, Ketchum, Idaho (the "Project Site") which is more accurately described as Eighth and Washington Building Condo. The Project Site is undergoing redevelopment including construction of a mixed use residential and commercial building (the "Participant's Project").

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

C. The Participant's Project and the Improvement Project are located in the Ketchum Urban Renewal Plan (the "Plan") area, which consists of the Ketchum Urban Renewal Plan approved by the City Council on November 15, 2006, and the Amended Ketchum Urban Renewal Plan approved by the City Council on November 15, 2010 ("Ketchum Urban Renewal District"). The Plan includes various measures to mitigate and remediate the Ketchum Urban Renewal District. The Agency also adopted a Participation Policy on July 17, 2017.

D. The Improvement Project includes improvements of public infrastructure to replace over 200 feet of sidewalk along 8th Street and Washington Avenue, adjacent to the Project Site that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) twelve (12) months from the Effective Date, whichever comes first. At Agency's sole discretion an extension may be granted for a period not to exceed one year.

2. **Construction of the Improvement Project.** Participant agrees to construct the Improvement Project consistent with the following:

- a. Remove and remediate certain Project Site conditions and backfill in order to enhance development of the Project Site.
- b. The Parties agree that the Improvement Project is depicted on **Exhibit A**, with cost estimates for eligible items described in the Schedule of Eligible Costs in **Exhibit B** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit B** is an estimate by Participant's contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit B**.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/ or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall provide Participant with written confirmation that the Improvement Project has been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation ("Cost Documentation") to Agency that Participant has expended funds for eligible costs in order to receive payment per

the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to Agency that construction of the Improvement Project is complete and shall include:

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

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

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

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

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

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

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

Actual Eligible Costs not to exceed \$16,830. Actual Eligible Costs do not include soft costs (e.g. architectural and engineering design, permits, traffic control, mobilization, and overhead).

7. Conditions Precedent to Agency's Payment Obligation. Agency shall not approve reimbursement prior to issuance of a Certificate of Occupancy for the building by the City of Ketchum. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 no later than forty five (45) days after submission by Participant of a copy of the Certificate of Occupancy for the building.

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

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

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

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

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

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

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

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

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

If to Participant: Doug Webb
Eighth and Washington Building Condo
219 S 1st Avenue Suite 101
Hailey, Idaho 83333-0000
dougwebb@webbland.com

If to Agency: Suzanne Frick, Executive Director
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, Idaho 83340
208-726-7801
sfrick@ketchumidaho.org

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

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

| | |
|-----------|----------------------------|
| Exhibit A | Improvement Project Plan |
| Exhibit B | Schedule of Eligible Costs |

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

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

[Signatures appear on the following page.]

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

Agency:

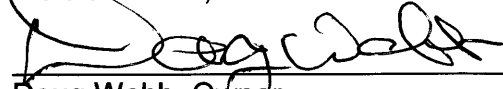
Agency: the urban renewal agency of the City of Ketchum, a public body, corporate and politic


Baird Gourlay, Chair

Date 9/26/17

PARTICIPANT:

DOUG WEBB, Owner


Doug Webb, Owner

Date 9/27/17

Exhibits

- A: Improvement Project
- B: Schedule of Eligible Costs

Project Site work consisting of site work excavation and improvements within the right-of-way, curb, gutter, and sidewalk along 8th Street.



EXHIBIT B
SCHEDULES OF ELIGIBLE COSTS

| City of Washington | | | |
|--------------------|---|------------|------------------|
| CSI | Description | Adjustment | Net Amount |
| | No change to retaining wall at SE corner of property. 100' of new sidewalk, curb and gutter to tie into existing at utility box location. | | |
| 31 10 | Excavating existing curb & gutter | \$ | 6,000.00 |
| 03 00 | New curb and gutter--100 ln. ft. +- | \$ | 8,500.00 |
| 03 05 | New poured sidewalk--5' x 100'--(500 sq. ft.) +- Subtotal | \$ | 3,500.00 |
| 0.1 | Builder's Fee | \$ | 18,000.00 |
| | | | 1,800.00 |
| | Total Amount | \$ | 19,800.00 |

REIMBURSEMENT PARTICIPATION AGREEMENT

THIS REIMBURSEMENT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Ketchum Urban Renewal Agency, also known as the KURA, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Ketchum, Idaho ("Agency") and Ketchum ~~and~~ Mustard LLC ("Participant"). Agency and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 620 N. Main Street, Ketchum, Idaho (the "Project Site") which is more accurately described as Lot 2 and the south 2' OF Lot 3 of Block 7, Ketchum Townsite. The Project Site is undergoing redevelopment including construction of a commercial building (the "Participant's Project").

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

C. The Participant's Project and the Improvement Project are located in the Ketchum Urban Renewal Plan (the "Plan") area, which consists of the Ketchum Urban Renewal Plan approved by the City Council on November 15, 2006, and the Amended Ketchum Urban Renewal Plan approved by the City Council on November 15, 2010 ("Ketchum Urban Renewal District"). The Plan includes various measures to mitigate and remediate the Ketchum Urban Renewal District. The Agency also adopted a Participation Policy on July 17, 2017.

D. The Improvement Project includes improvements of public infrastructure to replace over 50 feet of sidewalk along Main Street, adjacent to the Project Site that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) twelve (12) months from the Effective Date, whichever comes first. At Agency's sole discretion an extension may be granted for a period not to exceed one year.
2. **Construction of the Improvement Project.** Participant agrees to construct the Improvement Project consistent with the following:
 - a. Remove and remediate certain Project Site conditions and backfill in order to enhance development of the Project Site.
 - b. The Parties agree that the Improvement Project is depicted on **Exhibit A**, with cost estimates for eligible items described in the Schedule of Eligible Costs in **Exhibit B** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.
3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit B** is an estimate by Participant's contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit B**.
4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/ or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall provide Participant with written confirmation that the Improvement Project has been completed in compliance with this Agreement.
5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation ("Cost Documentation") to Agency that Participant has expended funds for eligible costs in order to receive payment per

the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to Agency that construction of the Improvement Project is complete and shall include:

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

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

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

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

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

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

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

Actual Eligible Costs not to exceed \$17,000. Actual Eligible Costs do not include soft costs (e.g. architectural and engineering design, permits, traffic control, mobilization, and overhead).

7. Conditions Precedent to Agency's Payment Obligation. Agency shall not approve reimbursement prior to issuance of a Certificate of Occupancy for the building by the City of Ketchum. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 no later than forty five (45) days after submission by Participant of a copy of the Certificate of Occupancy for the building.

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

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

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

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

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

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

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

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

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

&
KETCHUM AND MUSTARD LLC REIMBURSEMENT AGREEMENT - 5
of

If to Participant: [&]
Ketchum ~~and~~ Mustard LLC
605 W Main St Suite 2
Aspen, CO 81611-0000

C/O Shannon Allen
General Manager, Hotel Ketchum
208-481-4001
600 N Main St. Ketchum, Idaho 83340
Shannon@hotelketchum.com

If to Agency: Suzanne Frick, Executive Director
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, Idaho 83340
208-726-7801
sfrick@ketchumidaho.org

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

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

Exhibit A Improvement Project Plan
Exhibit B Schedule of Eligible Costs

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

[&]
KETCHUM ~~AND~~ MUSTARD LLC REIMBURSEMENT AGREEMENT - 6
^{SPR}

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

[Signatures appear on the following page.]


KETCHUM ~~AND~~ MUSTARD LLC REIMBURSEMENT AGREEMENT - 7


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

Agency:

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


Baird Gourlay, Chair

Date

9/26/17

PARTICIPANT:


&
KETCHUM ~~AND~~ MUSTARD LLC, Owner

Shannon Allen, Manager

Date

9/29/2017

Exhibits

- A: Improvement Project
- B: Schedule of Eligible Costs

Project Site work consisting of site work excavation and improvements within the right-of-way, curb, gutter, and sidewalk along 8th Street.



EXHIBIT B SCHEDULES OF ELIGIBLE COSTS

| Hotel Ketchikan Coffee Shop Off Site Improvements 7/7/2017 | | | | | | | | | |
|---|---------------------------------------|---|----------------------------------|---|----------------------------------|----------------------------------|---|----------------------------------|---|
| Division 1 - General Conditions | QTY | 15% W | Unit | Unit \$ | Material | Labor | Estimated Costs | | |
| | | | | | | | Subs | Others | Total |
| 01000 Survey 01040 Project Manager Water Service Fees DOT Permit | | | | | | | | | |
| Total | | | | | \$ - | \$ - | \$ - | \$ 1,200.00 | \$ 1,200.00 |
| Division 2 - Sitework | | | | | | | | | |
| 02200 Excavation & Grading 02513 Asphalt Base Work 02513 Asphalt Asphalt Abandon Water Service New Water Service Install | 824 824 146 146 146 38 | 947.6 SF 947.6 SF 107.9 SF 107.9 SF 107.9 SF 43.7 LF | \$ \$ \$ \$ \$ \$ | 2.00 2.25 0.25 0.25 3.00 15.50 | \$ \$ \$ \$ \$ \$ | \$ \$ \$ \$ \$ \$ | 1,695.20 2,135.10 36.23 364.57 482.00 5,234.00 | \$ \$ \$ \$ \$ \$ | 1,695.20 2,135.10 36.23 364.57 482.00 5,234.00 |
| Total | | | | | \$ 1,677.35 | \$ 900.00 | \$ 10,917.97 | \$ - | \$ 13,794.72 |
| Division 3 - Concrete | | | | | | | | | |
| 2" Curb and Gutter Sidewalk | 68 552 | 78.2 LF 634.8 SF | \$ \$ | 47.00 8.50 | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ |
| Total | | | | | \$ 1,677.35 | \$ 1,800.00 | \$ 18,591.77 | \$ 1,200.00 | \$ 20,591.77 |
| 01055 General Liability Insurance Contingency | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Estimate | | | | | \$ 1,677.35 | \$ 1,800.00 | \$ 18,591.77 | \$ 1,200.00 | \$ 20,591.77 |



Gould Brothers
Construction and Builders
701 Bay View - Suite 100A
208-740-3520 Fax 208-740-3521
www.gouldbrothersconstruction.com

Off Site Improvements Scope of Work

Demolition Plan

Remove and dispose of concrete curb, gutter, and sidewalk
Remove and dispose of asphalt
Sawcut asphalt to provide for clean vertical edge
Retain and protect wall
Utilize existing expansion joint

Grading and Utility Plan

Construct concrete curb and gutter
Construct asphalt base
Construct asphalt
Abandon existing water service to building
Install new water service to building south of abandoned line

Hotel Ketchikan Coffee Shop
Off Site Improvements Scope of Work
7/14/2016

GRANT PARTICIPATION AGREEMENT

THIS GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Ketchum, also known as the Ketchum Redevelopment Agency, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Ketchum, Idaho ("Agency") and Ketchum PDX LLC, an Oregon limited liability company ("Participant"). Agency and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 560 N. 1st Avenue, Ketchum, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including construction of a residential project of eighteen (18) rental housing units and three (3) affordable units (the "Participant's Project").

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

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

D. The Improvement Project includes public infrastructure improvements for an eight foot (8') wide sidewalk, drainage, and street improvements along North First Avenue adjacent to the Project Site that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) twelve (12) months from the Effective Date, whichever comes first. At Agency's sole discretion an extension may be granted for a period not to exceed one year.

2. **Construction of the Improvement Project.** Participant agrees to construct the Improvement Project consistent with the following:

- a. Remove and remediate certain Project Site conditions and backfill in order to enhance development of the Project Site and redevelop the Project Site for the Participant's Project.
- b. The Parties agree that the Improvement Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Costs in **Exhibit C** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, Agency's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit C** is an estimate by Participant's contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit C**.

4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify Agency in writing and request a final construction inspection and/ or a meeting with Agency to determine if the Improvement Project meets the requirements of this Agreement. Agency shall provide Participant with written confirmation that the Improvement Project has been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation ("Cost Documentation") to Agency

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

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

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

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

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

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

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

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

Actual Eligible Costs not to exceed \$9,200. Actual Eligible Costs do not include soft costs (e.g. architectural and engineering design, permits, traffic control, mobilization, and overhead).

7. Conditions Precedent to Agency's Payment Obligation. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 no later than forty five (45) days after submission by Participant of a copy of the Certificate of Occupancy for the Participant's Project.

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

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

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

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

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

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

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

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

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

If to Participant: Ketchum PDX LLC
Attn: Mark Madden
2330 NW 31st Avenue
Portland, OR 97210
(503) 221-2900
madden@wdcproperties.com

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

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

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

| | |
|-----------|----------------------------|
| Exhibit A | Project Site Map |
| Exhibit B | Improvement Project Plan |
| Exhibit C | Schedule of Eligible Costs |

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

17. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

[Signatures appear on the following page.]

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

Agency:

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

Susan Scovell
Chair

Date John Wolf 1-30-19

PARTICIPANT:

KETCHUM PDX LLC

[Signature]

Date 1-30-19

Exhibits

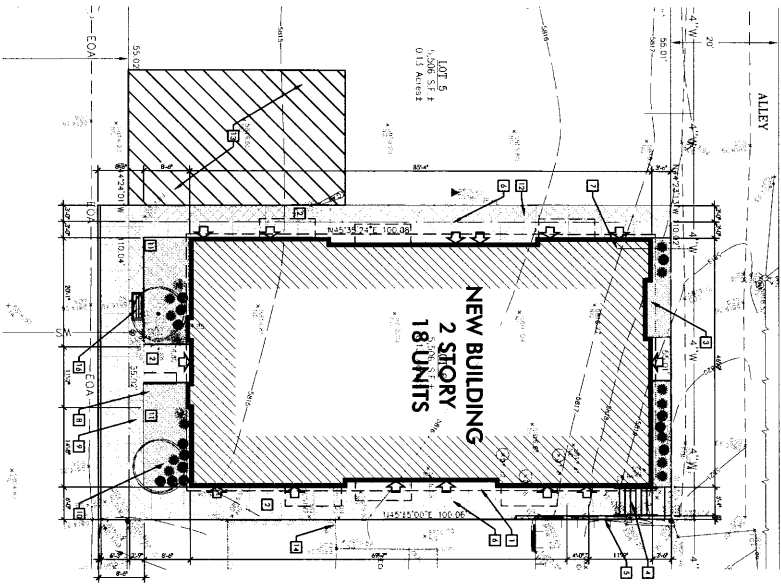
- A: Project Site
- B: Improvement Project
- C: Schedule of Eligible Costs

EXHIBIT A
PROJECT SITE



A AERIAL PHOTO

1:300



1 SITE PLAN

1:200

SITE SUMMARY:

| | |
|-----------------------|--------------------------|
| TAX NUMBER: | RECORD LOT 5 OF BLOCK 35 |
| PARCEL CODE: | CC, SUB ZONE C |
| SITE AREA: | 5,500 |
| 1. BUILDING: | 18 UNITS |
| BUILDING FOOTPRINT: | 3,270 S.F. |
| TOTAL BUILDING AREA: | 7,280 S.F. |
| LANDSCAPE AREA: | 1,410 S.F. |
| UNDEVELOPED AREA: | 300 S.F. |
| PARKING REQUIREMENTS: | 9 SPACES |
| BICYCLE PARKING: | 1 SPACE PROVIDED |

SITE GENERAL NOTES:

1. THE LOCATION OF LOTS, LOTS, AND PARCELS SHOWN ON THIS MAP ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE LOCATION OF LOTS, LOTS, AND PARCELS SHOWN ON THIS MAP ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION.
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SITE PLAN LEGEND:

| | |
|--|-------------------|
| | NEW BUILDINGS |
| | LANDSCAPE AREA |
| | CONCRETE PAVEMENT |
| | ASPHALT PAVEMENT |
| | EXISTING |

SITE PLAN KEY NOTES:

1. THE LOCATION OF LOTS, LOTS, AND PARCELS SHOWN ON THIS MAP ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE LOCATION OF LOTS, LOTS, AND PARCELS SHOWN ON THIS MAP ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION.
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ARCHITECTURE
INCORPORATED
1344 N. 1ST AVE., SUITE 100
KETCHUM, IDAHO 83701-3440
509.339.0450
WWW.STUDIO3ARCHITECTURE.COM

PROJECT # 2018-061
DATE: 20 AUG 2018
REVISIONS

NEW MULTI FAMILY BUILDING
KETCH PDX, LLC
560 N 1ST AVE, KETCHUM, IDAHO

SHEET
A1.10

**EXHIBIT B
IMPROVEMENT PROJECT**

Project Site work consisting of site work excavation and improvements within the right-of-way, curb, gutter, and sidewalk along North 1st Avenue.

EXHIBIT C
SCHEDULES OF ELIGIBLE COSTS

Phase 1 Site Work, including excavation and utilities (see application).
Phase 3 Site Work, including 1st Ave N. sidewalks (see application).

TOTAL PAYABLE KURA AMOUNT:

16.7% of above Phase 1 & 3 site work or \$9,200, whichever is less.

4847-6060-9413, v. 1

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 PROJECT AGREEMENT FOR THE DOWNTOWN KETCHUM IMPROVEMENT PROJECT (PHASE 1 – SIDEWALK INFILL PROJECT) 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 PHASE 1 CONSTRUCTION AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE PHASE 1 CONSTRUCTION AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE PHASE 1 CONSTRUCTION AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN AFFECTIVE 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 and Agency wish to engage in a series of improvements to the Downtown Ketchum area which will be executed in phases over the course of the next several years;

WHEREAS, for this first phase, the City seeks the Agency’s funding of certain improvements to Downtown Ketchum including planning, design, engineering, and construction of improvements to the sidewalks, streets, and crosswalks (the “Phase 1 - Sidewalk Infill Project”);

WHEREAS, preliminary estimates for the costs of the final planning, design, and engineering services are One Hundred Fifty Thousand Dollars (\$150,000.00) and construction of the Phase 1 - Sidewalk Infill Project is estimated at Two Million Dollars (\$2,000,000.00);

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 Phase 1 - Sidewalk Infill Project;

WHEREAS, the Agency and City desire that the Phase 1 – Sidewalk Infill Project be planned, designed, engineered, and constructed within the Project Area during construction season in calendar year 2022, reflecting Agency funding for FY 2022;

WHEREAS, the City has expressed its desire to participate with the Agency for the purpose of assisting in the planning, design, engineering, and constructing the Phase 1 – Sidewalk Infill Project, and providing construction management services to the Agency for the Phase 1 – Sidewalk Infill Project;

WHEREAS, the City and the Agency hereby find and determine that this Phase 1 Construction 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 the Phase 1 - Sidewalk Infill Project costs, as more specifically defined in the Planning, Design, Engineering, and Construction Project Agreement for the Downtown Ketchum Improvement Project (Phase 1 – Sidewalk Infill Project) (the “Phase 1 Construction Agreement”), which is attached hereto as Exhibit A and is hereby incorporated herein and made a part hereof by reference, the City hereby agrees to serve and

perform as project manager for the final planning, design, and engineering of the Phase 1 - Sidewalk Infill Project; said final design to be subject to the review and approval of the Agency. Additionally, the City hereby agrees to serve and perform as project manager for the construction of the Phase 1 - Sidewalk Infill Project (including the solicitation of those services) and provide project oversight and inspection;

WHEREAS, the City has committed certain funds for its contribution to the Phase 1 - Sidewalk Infill Project;

WHEREAS, the Phase 1 - Sidewalk Infill Project described in this Phase 1 Construction Agreement is part of a larger project the City is performing concerning sidewalks and improvements outside of the Project Area. The Agency will not contribute funding to improvements outside of the Project Area.

WHEREAS, Agency staff has reviewed the Phase 1 Construction Agreement and recommends approval of the Phase 1 Construction Agreement subject to certain conditions;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Phase 1 Construction Agreement and to authorize the Chair or Vice-Chair to execute and attest the Phase 1 Construction 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 Phase 1 Construction 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 which may be required prior to execution of the Phase 1 Construction Agreement.

Section 3: That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Phase 1 Construction Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Phase 1 Construction Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Phase 1 Construction Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Phase 1 Construction Agreement and the comments and discussions received at the February 22, 2022, 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 February 22, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on February 22, 2022.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Susan Scovell, Chair

ATTEST:

By _____
Secretary

4875-8387-9439, v. 1

**PLANNING, DESIGN, ENGINEERING, AND
CONSTRUCTION PROJECT AGREEMENT
DOWNTOWN KETCHUM IMPROVEMENT PROJECT
AGREEMENT 50077
(Phase 1 – Sidewalk Infill Project)**

THIS PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT FOR THE DOWNTOWN KETCHUM IMPROVEMENT PROJECT (PHASE 1 – SIDEWALK INFILL PROJECT) (the “Phase 1 Construction Agreement”) is made and entered into this ____ day of _____, 2022, 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 Project Area is depicted on **Exhibit A**, attached hereto, and incorporated herein by reference;

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 and Agency wish to engage in a series of improvements to the Downtown Ketchum area which will be executed in phases over the course of the next several years;

WHEREAS, for this first phase, the City seeks the Agency's funding of certain improvements to Downtown Ketchum including planning, design, engineering, and construction of improvements to the sidewalks, streets, and crosswalks (the "Phase 1 - Sidewalk Infill Project");

WHEREAS, preliminary estimates for the costs of the final planning, design, and engineering services are One Hundred Fifty Thousand Dollars (\$150,000.00) and construction of the Phase 1 - Sidewalk Infill Project is estimated at Two Million Dollars (\$2,000,000.00);

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 Phase 1 - Sidewalk Infill Project;

WHEREAS, the Agency and City desire that the Phase 1 – Sidewalk Infill Project be planned, designed, engineered, and constructed within the Project Area during construction season in calendar year 2022, reflecting Agency funding for FY 2022;

WHEREAS, the City has expressed its desire to participate with the Agency for the purpose of assisting in the planning, design, engineering, and constructing the Phase 1 – Sidewalk Infill Project, and providing construction management services to the Agency for the Phase 1 – Sidewalk Infill Project;

WHEREAS, the City and the Agency hereby find and determine that this Phase 1 Construction 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 the Phase 1 - Sidewalk Infill Project costs, as more specifically defined in this Phase 1 Construction Agreement, the City hereby agrees to serve and perform as project manager for the final planning, design, and engineering of the Phase 1 - Sidewalk Infill Project; said final design to be subject to the review and approval of the Agency. Additionally, the City hereby agrees to serve and perform as project manager for the construction of the Phase 1 - Sidewalk Infill Project (including the solicitation of those services) and provide project oversight and inspection;

WHEREAS, the City has committed certain funds for its contribution to the Phase 1 - Sidewalk Infill Project;

WHEREAS, the Phase 1 - Sidewalk Infill Project described in this Phase 1 Construction Agreement is part of a larger project the City is performing concerning sidewalks and improvements outside of the Project Area. The Agency will not contribute funding to improvements outside of the Project Area.

AGREEMENT

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

1. **Definitions.** As used in this Phase 1 Construction 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 Phase 1 – Sidewalk Infill Project.

Contractor shall mean the selected general contractor awarded the construction of the Phase 1 – Sidewalk Infill Project.

Phase 1 – Sidewalk Infill Project Engineering Services shall mean the engineering, cost estimating, surveying work, and proposing the location of certain public improvements related to the Phase 1 – Sidewalk Infill Project along with the agreement with the selected Engineering Services provider and/or as performed by the City.

Phase 1 – Sidewalk Infill Project Design shall mean the services related to planning, design, and proposing the location of the Phase 1 – Sidewalk Infill Project.

Phase 1 – Sidewalk Infill Project Installation shall mean those improvements to be constructed and installed at the Agency's expense, which improvements consist of Phase 1 – Sidewalk Infill Project within the Project Area. An illustration of the sidewalk related improvements is attached as **Exhibit B**. The City and Agency shall determine the Agency's not-to-exceed obligation amount as described in Section 6.

2. **Recitals and Purpose**

- a. 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.
- b. The purpose of this Phase 1 Construction Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the planning, design services, engineering services, project management services, and cost estimating services for this Phase 1 Construction Agreement. Generally, the Agency shall be responsible for the

costs of planning, design, surveying, cost estimating, engineering, and construction of the Phase 1 - Sidewalk Infill Project, including costs for the planning, design, engineering, and administration of the Phase 1 - Sidewalk Infill Project. The City shall serve as project manager as described below. This Phase 1 Construction Agreement constitutes a joint agreement between the City and the Agency for the successful completion of the Phase 1 - Sidewalk Infill Project.

3. **City Services and Responsibilities.** City agrees to furnish its skill and judgment necessary to carry out the project administration for the Phase 1 - Sidewalk Infill Project.

3.1 Planning, Design, Engineering, and Construction. City and Agency shall coordinate hiring of necessary planning, design, engineering or landscape architectural services, cost estimating, and construction management and administration for the Phase 1 - Sidewalk Infill Project consistent with the public procurement and bidding requirements. These services include the completion of bid documents for advertising and securing construction bids for the Phase 1 - Sidewalk Infill Project. City and Agency shall jointly agree on a schedule for the completion of the bid documents. City shall provide the Agency with periodic reports and updates on the completion of the final design services, engineering services, cost estimating, and bid specifications for Agency review and comment, including approval of the final design of the Phase 1 - Sidewalk Infill Project.

3.2 Engineering Services. Agency and City acknowledge City intends to complete design and engineering services either “in house” through the City’s professional services departments or through the City’s on-call engineers, or third-party engineers. The City departments or third-party engineer will provide planning, design, engineering, site location, bid preparation, and project management for the Phase 1 - Sidewalk Infill Project. The City departments or third-party engineer will be expected to site the Phase 1 - Sidewalk Infill Project, provide the final design and engineering services for the Phase 1 - Sidewalk Infill Project, prepare the bid documents, and assist in the selection of the Contractor for the Phase 1 - Sidewalk Infill Project. In the event additional outside engineering services are needed, both City and Agency agree to proceed through the required selection process required by state statute. In that event, Agency may determine a not-to-exceed amount for such design and engineering services. Any scope of work issued to the third-part engineer shall be between the City and the engineer.

3.2.1. Planning, Site Location, Architectural Design Services, and Engineering Services. The third-party engineer or the City have completed a preliminary design concept illustrating the scale and relationship of the construction of the Phase 1 - Sidewalk Infill Project. This concept shall be the basis for the final engineering and design to be completed under this Phase 1 Construction Agreement. The completed scope of work shall include a specific cost estimate for the Phase 1 - Sidewalk Infill Project, including construction costs. If that estimate exceeds the not-to-exceed figure described in Section 6 of this Phase 1 Construction Agreement, the City and Agency shall mutually determine what alternatives should

be pursued, including redesign, relocation, seeking additional funds, limiting the scope of the Phase 1 - Sidewalk Infill Project, or not proceeding further.

3.2.2. Construction Project. Upon completion of the final planning, design, and engineering work set forth in this Phase 1 Construction Agreement, both City and Agency agree to consider moving forward with the construction of the Phase 1 - Sidewalk Infill Project. The Agency's participation or contribution to the Phase 1 - Sidewalk Infill Project shall be limited to a not-to-exceed amount as set forth in Section 6 of this Phase 1 Construction Agreement, which includes the planning, design services, engineering services, and cost estimating work described herein. Nothing herein, however, commits either the City or Agency to undertake the construction of the Phase 1 – Sidewalk Infill Project.

3.3 Bid Solicitation and Award. City, with Agency review and input as to the bid specifications, shall solicit bids ("Bid(s)") for the Phase 1 – Sidewalk Infill Project. Representatives from Agency and City shall review the Bids at opening. The City shall designate the qualified public works contractor submitting the Bid in compliance with chapter 28, title 67, Idaho Code for the Phase 1 – Sidewalk Infill Project subject to the City's right to reject all Bids.

3.4 Design and Construction. City and Agency acknowledge the conceptual design work has commenced and final design of the Phase 1- Sidewalk Infill Project is at or near completion. The obligations under this Phase 1 Construction Agreement shall end either thirty (30) days after final payment to the Contractor under the Contract has been paid or determination by the City and Agency to not pursue the construction of the Phase 1 - Sidewalk Infill Project, whichever occurs first. The City shall:

- a. Provide administration of the Engineering Services to determine the location, design, engineering, and administration of the Phase 1 - Sidewalk Infill Project, the preparation of the bid documents for the Phase 1 - Sidewalk Infill Project and administration of the Contract.
- b. Provide administration of the Phase 1 - Sidewalk Infill Project in compliance with generally accepted standards recognizing that the Phase 1 - Sidewalk Infill Project is an Agency project with the City providing project management. City shall comply with all applicable statutory provisions including, but not limited to, chapter 28, title 67, Idaho Code;
- c. Provide necessary project management and oversight to assure Contractor's timely progress and process all invoices and payment requests and verify Contractor's entitlement to all progress payments or other payments requested by Contractor;
- d. Recommend necessary or desirable changes to the Agency and, if accepted, prepare and sign necessary change orders;

- e. Inspect the work and advise the Agency whenever work fails to conform with the Contract documents;
- f. Receive and hold all certificates of insurance required by the Contract;
- g. Provide monthly progress reports to Agency either in writing or by presentation to Agency at Agency's Board meetings;
- h. Assist in the interpretation of the drawings and specifications among the City, Agency, and the Contractor;
- i. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and
- j. Determine when the Phase 1 - Sidewalk Infill Project or a designated portion thereof is substantially complete, issue Certificates of Substantial Completion (if necessary), and determine when the work is ready for final inspection and final payment to the Contractor.
- k. The Contract for Engineering Services and with the Contractor for construction of the Phase 1 - Sidewalk Infill Project shall be between the City and the selected Contractor, and between the City and the Engineer.

3.5 City Contribution. The Phase 1 - Sidewalk Infill Project as described in this Agreement within the Project Area and funded through the Agency, is part of a larger overall improvement project to certain streets and sidewalks the City intends to pursue in 2022. The City has budgeted funds for this work. City may agree to forego reimbursement for internal costs of City personnel in performing the services described in this Agreement. City shall contribute all funds toward any work or improvements to areas outside the Project Area. In addition, any contribution by the City to costs within the Project Area shall be deducted from the amounts owing first, prior to Agency contributions.

4. **Agency and City Obligations.** The purpose of this Phase 1 Construction Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the construction of the Phase 1 – Sidewalk Infill Project.

5. **Effective Date.** This Phase 1 Construction Agreement shall be effective upon execution of the Phase 1 Construction Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City and/or the City Manager, as the case may be.

6. **Method of Reimbursement.** As consideration for the City Services and Responsibilities set forth above, the Agency shall pay for the costs of the Phase 1 - Sidewalk Infill Project, including planning, design and engineering services, and project management and administration and construction by the City. Such costs are not expected to exceed Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) including the project administration costs imposed by the City. If after the opening of the Bids, the estimated construction costs for the Phase

1 - Sidewalk Infill Project, including planning, design, and engineering costs, exceeds Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00) the City may request in writing the approval of the Agency for additional funds. Such request shall be made prior to awarding the contract and incurring any costs in excess of Two Million, One Hundred Fifty Thousand Dollars (\$2,150,000.00) Agency's funding contributions will be used only towards costs related to areas within the Project Area. 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 monthly invoices and in a final invoice upon completion of the Phase 1 - Sidewalk Infill Project:

- a. requests for payment for billing invoices received from engineer for Engineering Services and the Contractor for work related to the Phase 1 - Sidewalk Infill Project with sufficient documentation to ensure accuracy;
- b. accounting of the Direct Personnel Expense and Reimbursable Costs (defined below);
- c. certification by the City that the costs incurred for Engineering Services and construction services are consistent with the scope of the Phase 1 - Sidewalk Infill Project; and
- d. monthly reports on the Phase 1 - Sidewalk Infill Project's status as described above.

Upon receipt and approval of the monthly invoice, Agency shall remit payment to City for all approved amounts within forty-five (45) days of Agency's receipt of an invoice or payment request. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with City to resolve the disputed amount. City shall include this payment process within the Contract with the selected contractor and the agreement with the selected Engineering Services firm.

City shall, upon completion of the Phase 1 - Sidewalk Infill Project, submit an invoice for all Direct Personnel Expense and Reimbursable Costs incurred by City for design, engineering, project management, and construction inspection. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with the City to resolve the disputed amount. The purpose of this section is to provide for payment of Phase 1 - Sidewalk Infill Project costs directly by the Agency.

Direct Personnel Expense is defined as that portion of the direct salaries of all of the City's personnel engaged on the Phase 1 - Sidewalk Infill Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

The term Reimbursable Costs shall mean costs necessarily incurred by the City in the proper performance of services which directly benefit the Phase 1 - Sidewalk Infill Project. Such costs shall be at rates not higher than the standard paid in Blaine County for a public works project, except as may be approved by prior consent of the Agency. City, in its sole and unilateral discretion, may decide to forego reimbursement for expenses incurred for administration of the Phase 1 - Sidewalk Infill Project as its contribution to the Phase 1 - Sidewalk Infill Project.

7. **Records of Phase 1 - Sidewalk Infill Project Costs,** Reimbursable Costs and costs pertaining to Direct Personnel Expense 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 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 Phase 1 - Sidewalk Infill 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 Phase 1 - Sidewalk Infill Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Phase 1 - Sidewalk Infill Project; and claims arising out of the performance of this Phase 1 Construction 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 Phase 1 - Sidewalk Infill 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 Phase 1 - Sidewalk Infill Project or otherwise arising out of this Phase 1 Construction 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 Phase 1 Construction 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 Phase 1 Construction 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 Phase 1 Construction Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:
Susan Scovell , Chair
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, ID 83340

To City:
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

13. **Non-Waiver.** Failure of either Party to exercise any of the rights under this Phase 1 Construction 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 Phase 1 Construction Agreement, or related to this Phase 1 Construction 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 Phase 1 Construction 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 Phase 1 Construction Agreement.

16. **Authority to Execute.** Agency and City have duly authorized and have full power and authority to execute this Phase 1 Construction 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 Phase 1 Construction 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 Phase 1 Construction Agreement, the aggrieved Party shall promptly notify the other Party to this Phase 1 Construction Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

19. **Entire Agreement.** This Phase 1 Construction 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 Phase 1 Construction Agreement on the date first cited above.

CITY OF KETCHUM

By _____
Neil Bradshaw, Mayor

ATTEST:

City Clerk

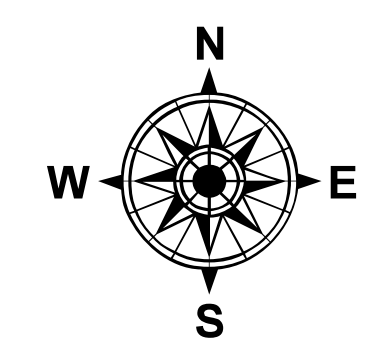
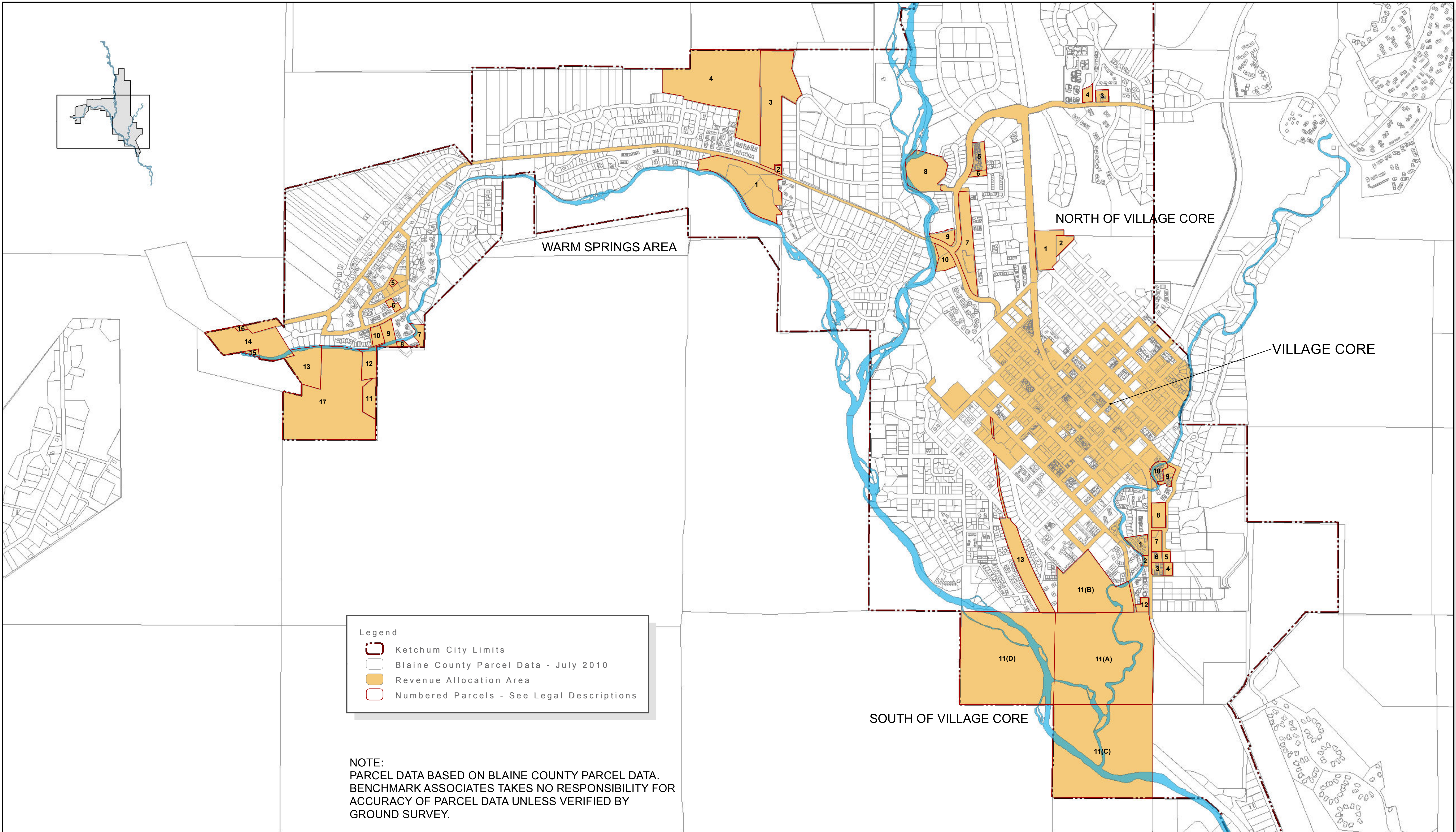
KETCHUM URBAN RENEWAL AGENCY

By _____
Susan Scovell, Chair

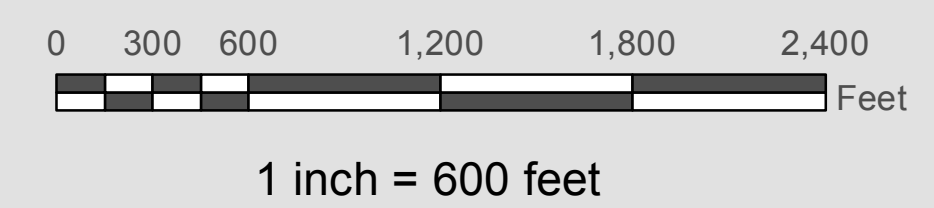
ATTEST:

Secretary

Exhibit A
(Project Area Map)



MAP DATE: 10/04/2010
Produced by BMA-JEL
FILE: K-URA_10.23.06.mxd



KETCHUM URBAN RENEWAL AGENCY
REVENUE ALLOCATION AREA
FINAL - OCTOBER 2010

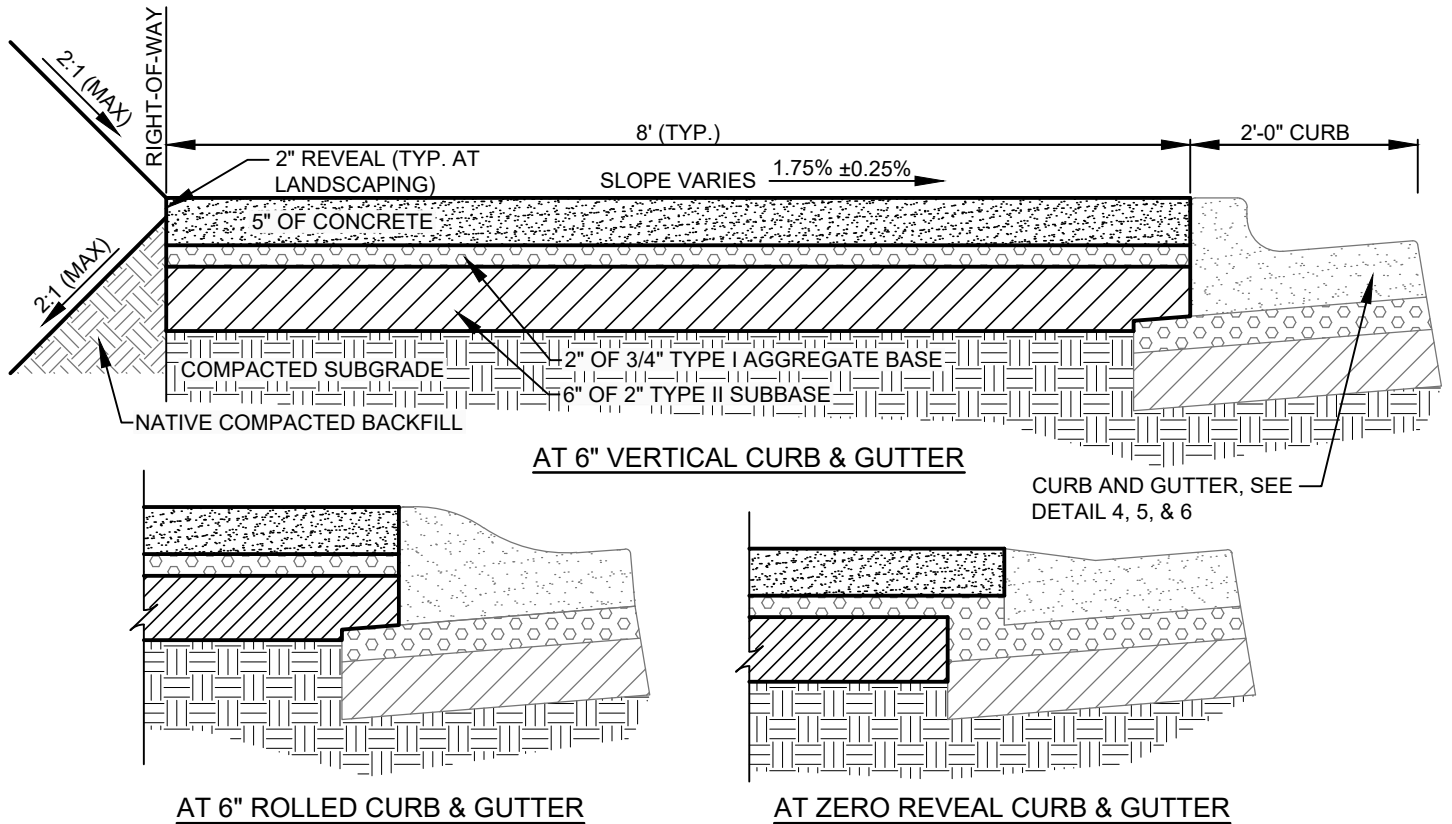
Benchmark Associates P.A.
P.O. Box 733 - 100 Bell Drive
Ketchum, ID 83340
(208) 726-9512
© copyright 2006



Exhibit B

(Illustration of the Phase 1 - Sidewalk Infill)

4872-0600-1162, v. 3

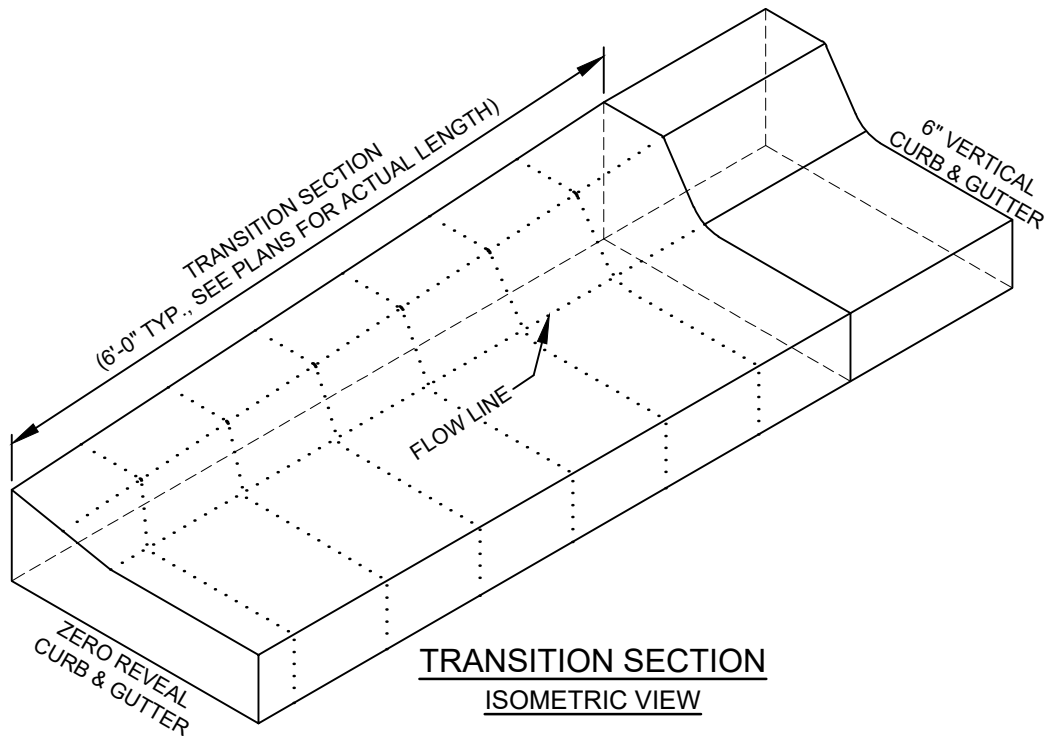


CONCRETE SIDEWALK WITH CURB AND GUTTER

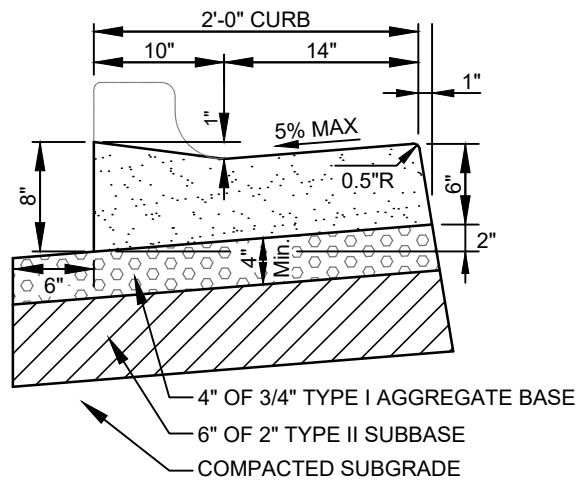
NOTES:

1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
2. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/8" WIDE, 3/4" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
4. WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
5. SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
6. MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

| REVISION | APPROVED | DATE | CITY OF KETCHUM STANDARD DRAWING | DRAWING NO. |
|----------|----------|---------|---|-------------|
| REV. 1 | CITY | 10/2019 | CONCRETE SIDEWALK WITH CURB AND GUTTER | 7 |
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**TRANSITION SECTION
ISOMETRIC VIEW**



ZERO REVEAL CURB & GUTTER

NOTES:

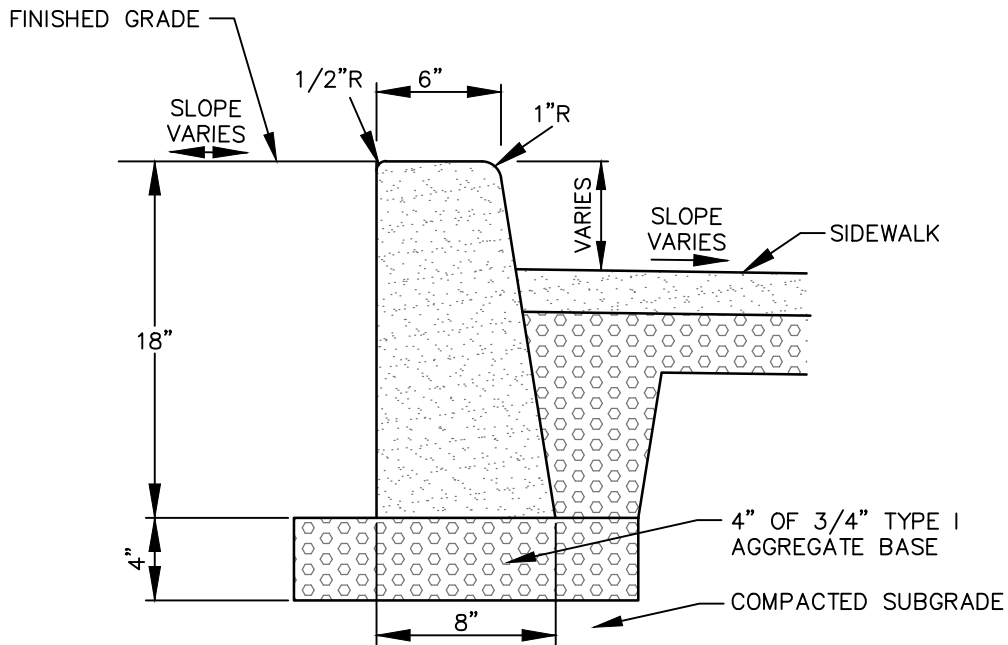
1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

| REVISION | APPROVED | DATE | CITY OF KETCHUM STANDARD DRAWING | DRAWING NO. |
|----------|----------|---------|-----------------------------------|-------------|
| REV. 1 | CITY | 10/2019 | TYPICAL CURB TRANSITION DETAIL | 6 |
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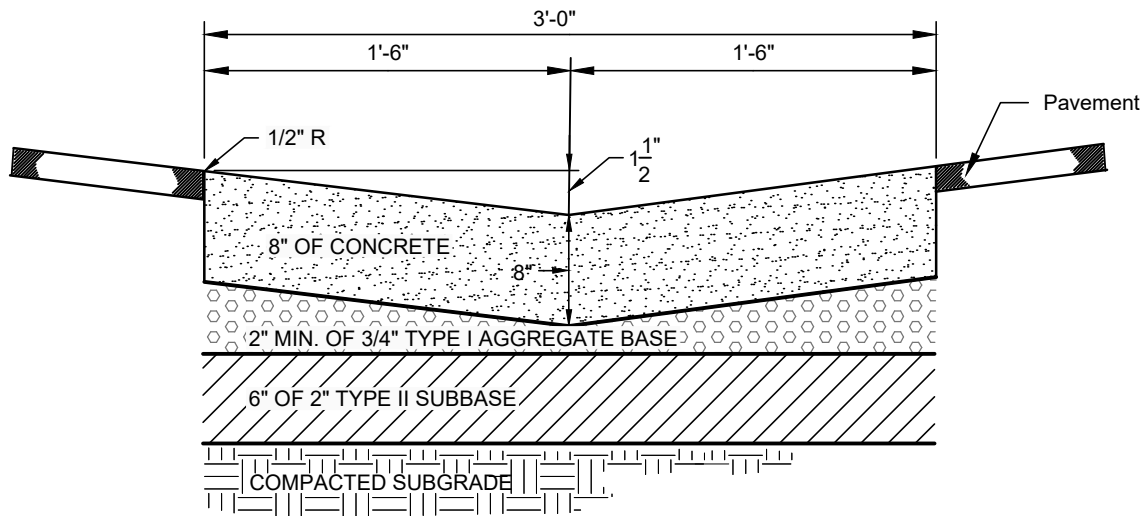


1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

180



6" CONCRETE VERTICAL CURB

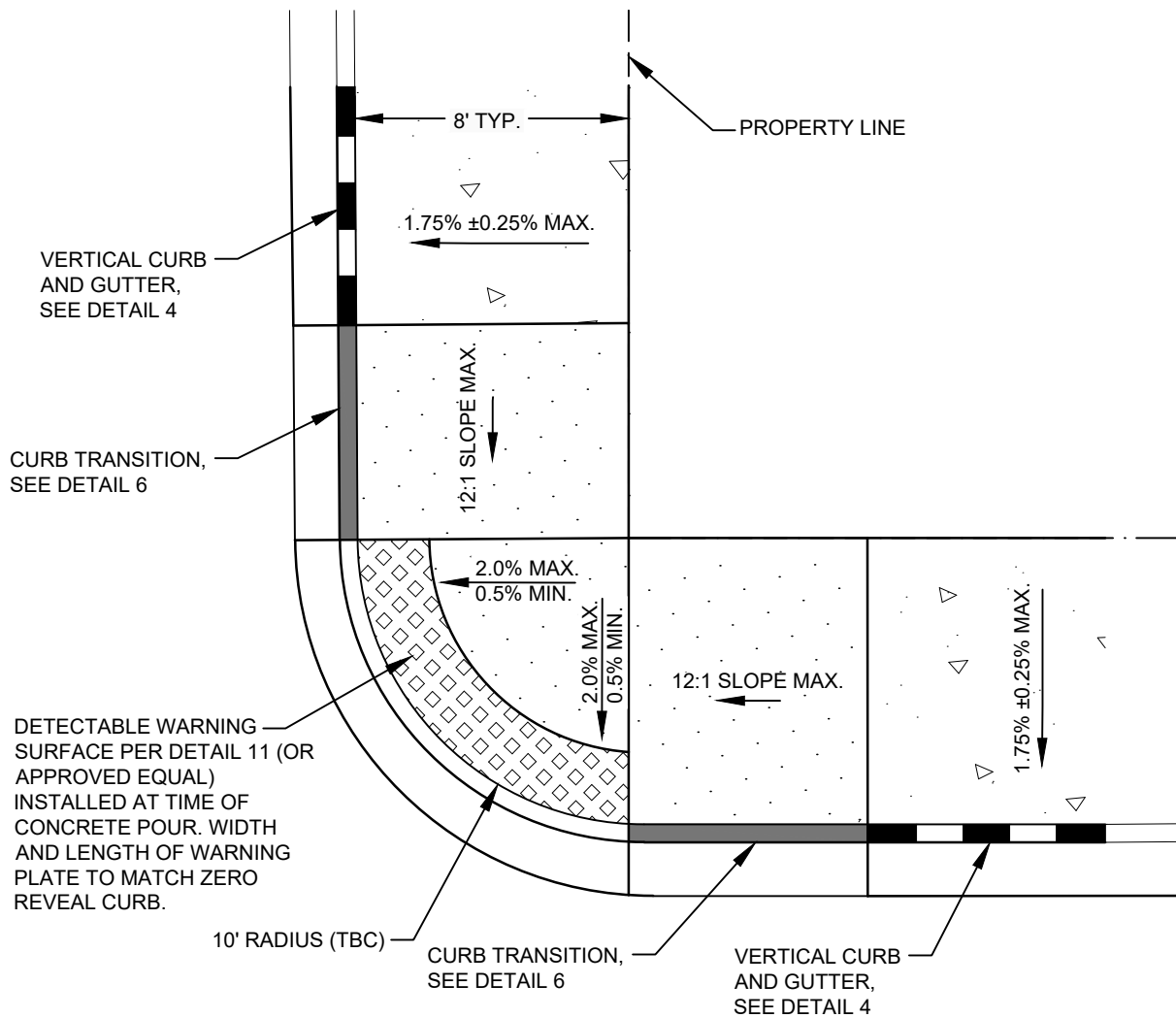


36" CONCRETE VALLEY GUTTER

NOTES:

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
2. MATERIALS SHALL CONFORM WITH CURRENT ISPMC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

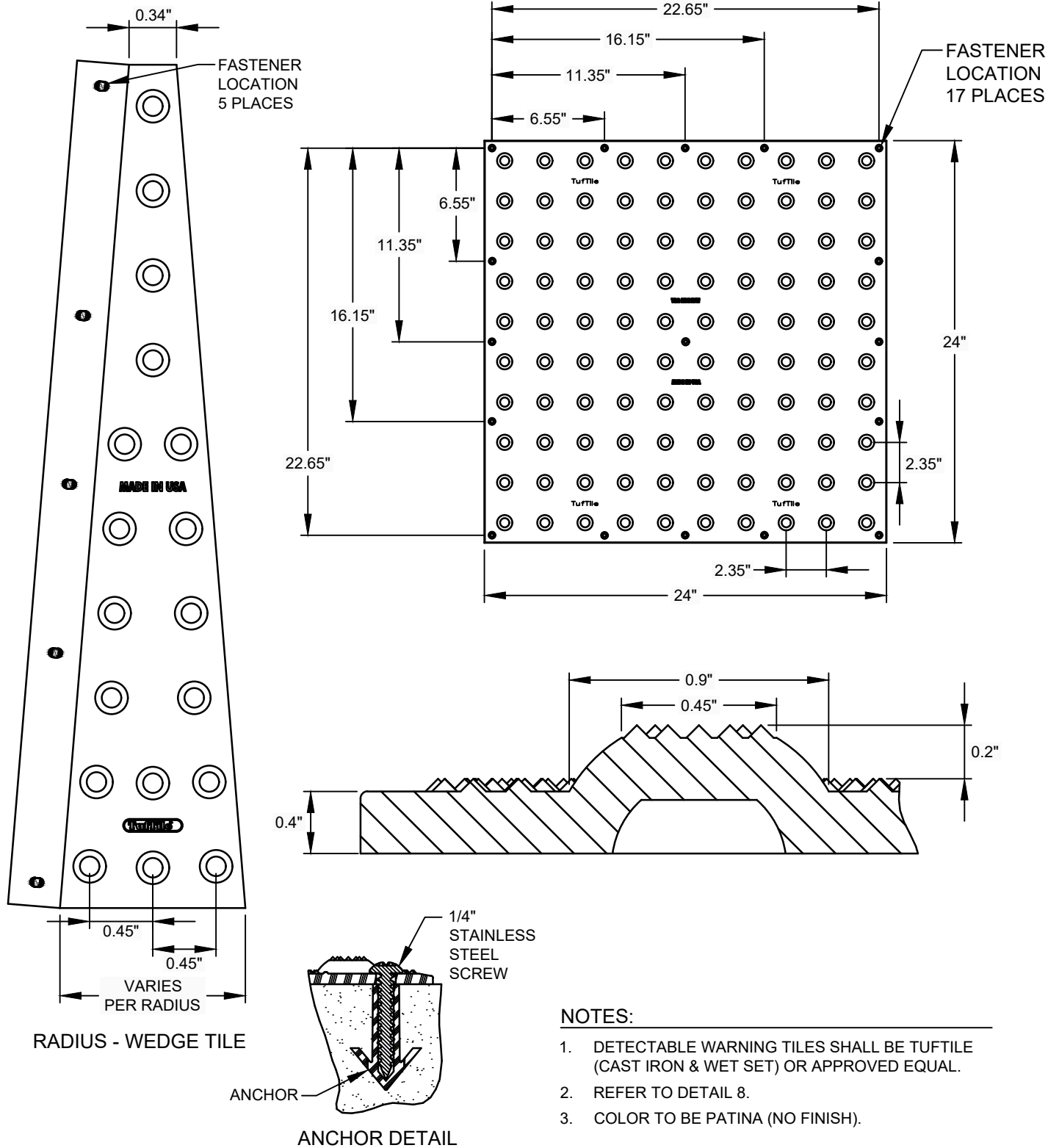
| REVISION | APPROVED | DATE | CITY OF KETCHUM STANDARD DRAWING | DRAWING NO. |
|----------|----------|---------|----------------------------------|-------------|
| REV. 1 | CITY | 10/2019 | TYPICAL CURB & GUTTER | 5 |
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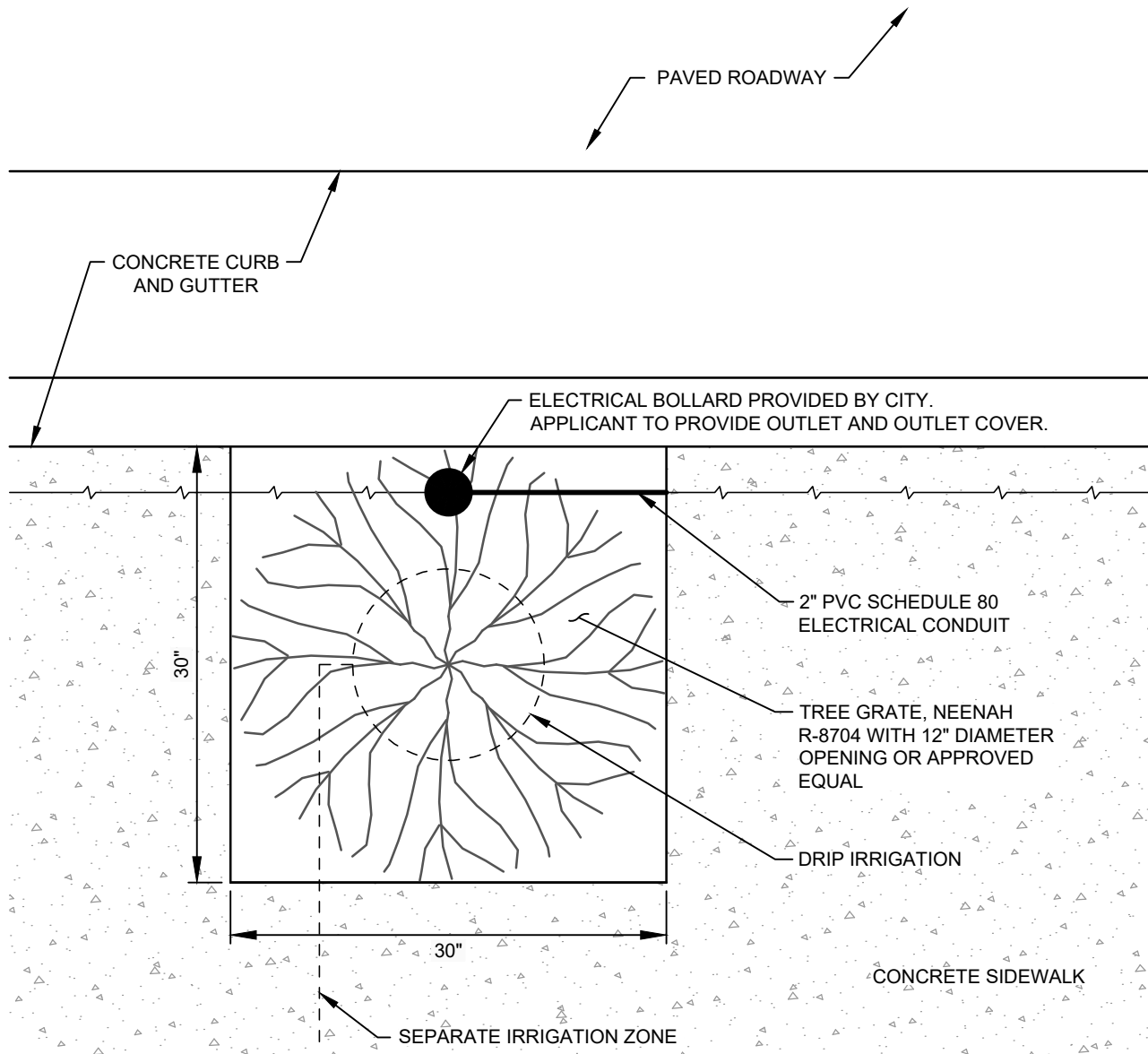
NOTES:

1. RAMP CONFIGURATION SHOWN HEREON IS PREFERRED. CITY MAY APPROVE ALTERNATE CONFIGURATIONS IF SITE RESTRICTIONS EXIST.
2. ALTERNATE RAMPS MUST CONFORM WITH CURRENT ISPPC PEDESTRIAN RAMP STANDARD DRAWING 712.

| REVISION | APPROVED | DATE | CITY OF KETCHUM STANDARD DRAWING | DRAWING NO. |
|----------|----------|---------|----------------------------------|-------------|
| REV. 1 | CITY | 10/2019 | ADA RAMP DETAIL | 8 |
| | | | | |
| | | | | |
| | | | | |
| | | | | 182 |



| REVISION | APPROVED | DATE | CITY OF KETCHUM STANDARD DRAWING | DRAWING NO. |
|----------|----------|---------|----------------------------------|-------------|
| REV. 1 | CITY | 10/2019 | DETECTABLE WARNING PLATE | 9 |
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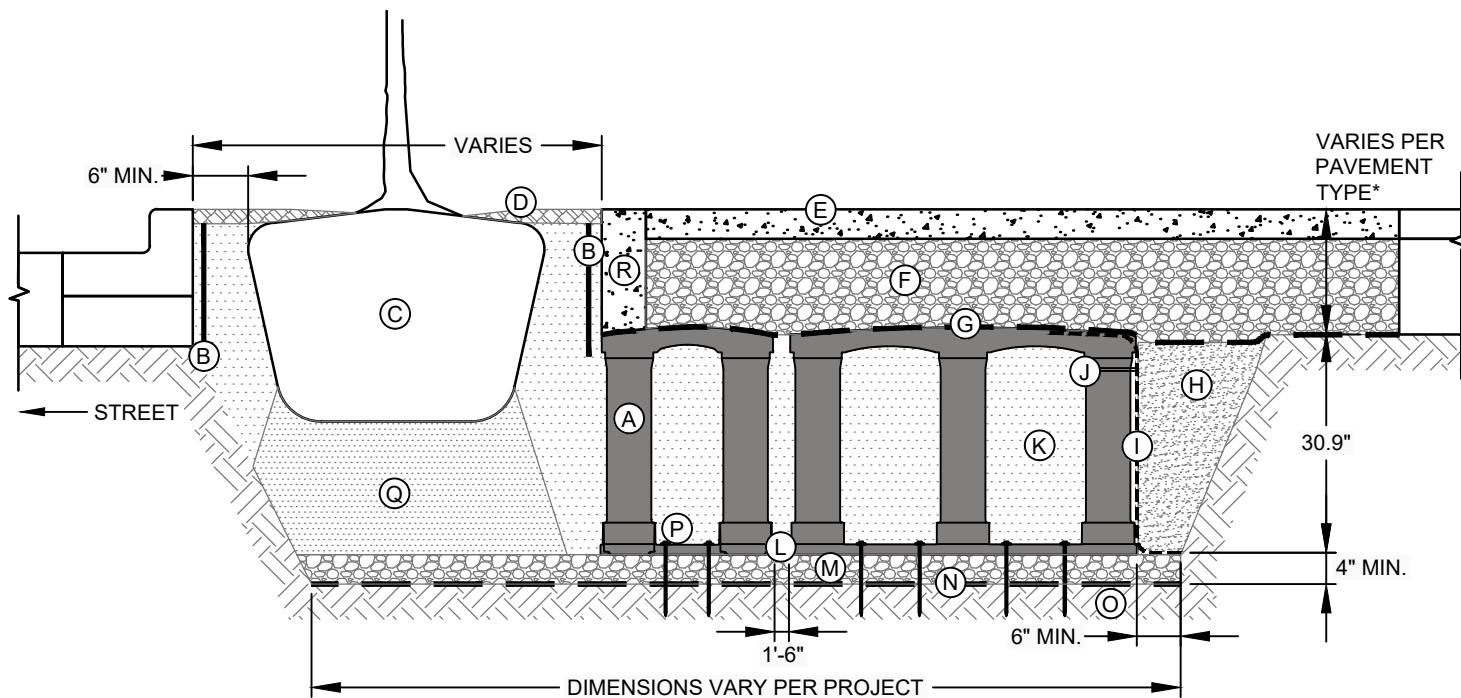


NOTES:

1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.
2. CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.
3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
4. NO DIRECT BURIAL WIRE PERMITTED.
5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW

| REVISION | APPROVED | DATE | CITY OF KETCHUM STANDARD DRAWING | DRAWING NO. |
|----------|----------|---------|----------------------------------|-------------|
| REV. 1 | CITY | 10/2019 | TREE WELL DETAIL | 1 |
| | | | | |
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MODULAR SUSPENDED PAVEMENT SYSTEM

KEY PLAN:

- A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.
- B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
- C. TREE ROOT PACKAGE, SIZE VARIES
- D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- E. SURFACE TREATMENT, PER PROJECT
- F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
- G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
- H. BACKFILL, PER PROJECT SPECIFICATIONS
- I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP OF DECK).
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
- K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- L. SILVA CELL BASE SLOPE, 10% MAX
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
- N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
- Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

*MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING

| PAVEMENT | + AGGREGATE BASE COURSE |
|-------------------|----------------------------|
| 4" CONCRETE | + 4" AGGREGATE |
| 3" PAVER | + 12" AGGREGATE |
| 4" ASPHALT | + 12" AGGREGATE |
| 2.6" PAVER | + 5" CONCRETE |

SECTION VIEW

NOTES:

1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.

| REVISION | APPROVED | DATE |
|----------|----------|---------|
| REV. 1 | CITY | 10/2019 |
| | | |
| | | |
| | | |

CITY OF KETCHUM STANDARD DRAWING

TREE WELL DETAIL

DRAWING NO.

2

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, REPEALING THE EXISTING BYLAWS; ADOPTING THE AMENDED AND RESTATED BYLAWS OF THE CITY OF KETCHUM URBAN RENEWAL AGENCY; AUTHORIZING THE CHAIRMAN AND SECRETARY TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THIS ACTION; 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 has heretofore adopted the Bylaws of the Urban Renewal Agency of the city of Ketchum, Idaho (the “Bylaws”) last duly passed on July 20, 2015;

WHEREAS, Article VI of the Bylaws allows for amending the existing Bylaws and adoption of amended Bylaws by a majority vote of the Board of Commissioners (the “Agency Board”) thereof in attendance at any regular or special meeting, provided;

WHEREAS, the Amended and Restated Bylaws of the City of Ketchum Urban Renewal Agency (the “Amended and Restated Bylaws”) were submitted and reviewed by the Agency Board at its regular meeting on February 22, 2022;

WHEREAS, the Agency Board finds it in the best interest of the Agency to adopt the Amended and Restated Bylaws to better comport with current Agency practices; and

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 all previous Bylaws of the Agency and amendments to such Bylaws are hereby repealed, superseded and replaced by the Amended and Restated Bylaws attached to this Resolution as Exhibit A and incorporated herein are hereby adopted.

Section 3: That the Chairman and Secretary of the Agency are hereby authorized to take all required action to implement this resolution and the Amended and Restated Bylaws.

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 February 22, 2022.
Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on February 22, 2022.

Susan Scovell, Chair

Casey Dove, Vice-Chair

Amanda Breen

Casey Burke

Carson Palmer

Jim Slanetz

I, the undersigned, Secretary of Urban Renewal Agency of the City of Ketchum, Idaho, hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the Amended and Restated Bylaws of said Agency on the 22nd day of February 2022.

Secretary

4888-8122-6255, v. 1

AMENDED AND RESTATED BYLAWS
OF
KETCHUM URBAN RENEWAL AGENCY

ARTICLE I

Name

The Urban Renewal Agency for the city of Ketchum as created by Resolution No. 06-033 of the City Council of the city of Ketchum, Idaho, adopted April 3, 2006, pursuant to the provisions of the Idaho Urban Renewal Law of 1965 (title 50, chapter 20, Idaho Code) shall be known as the "Ketchum Urban Renewal Agency."

ARTICLE II

Offices

The principal office of the Agency in the state of Idaho shall be located in the city of Ketchum (hereafter the "City").

ARTICLE III

Board of Commissioners

Section 1. The property, business, powers, and affairs of the Agency shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Idaho Urban Renewal Law of 1965 (title 50, chapter 20, Idaho Code), as the same now exists or as it may be amended hereafter. The Agency shall not transact any business or exercise its powers unless the City has made the findings prescribed by section 50-2005, Idaho Code.

Section 2. The Board of Commissioners shall consist of a number of official members determined in accordance with the provisions of section 50-2006, Idaho Code, as the same now exists or as it may be amended hereafter and as appointed by the Mayor of the City with the advice and consent of the Ketchum City Council.

Section 3. The Commissioners shall receive no compensation for their services but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

Section 4. Each Commissioner shall hold office until his or her successor has been appointed and qualified, but in no event for a term greater than five (5) years from his or her date of appointment. A certificate of the appointment or reappointment of a Commissioner shall be filed with the City Clerk, and such certificate shall be conclusive evidence of the due and proper appointment and of such Commissioner. Any Commissioner position which becomes vacant at a time other than the expiration of a term shall be filled- pursuant to Section 50-2006(2)b), by the

~~Mayor, by and with the advice and consent of the Ketchum City Council by a majority vote of the Board. The Mayor Board may select any person to fill such vacant position where such person meets the requirements of a Commissioner provided for by the Idaho Urban Renewal Law. The Board may invoke a process it deems in the best interest of the Board and Agency to fill such vacant positions.~~

Section 5. The qualifications and eligibility of persons to serve on the Board of Commissioners shall be as defined and described in section 50-2006, Idaho Code, as the same now exists or may be amended hereafter.

Section 6. The Board of Commissioners shall hold regular meetings without additional notice at Ketchum City Hall, Ketchum, Idaho, the third ~~Monday~~ ~~Wednesday~~ of each month at the hour of 2:00 p.m. or such other time as may be determined by the Board and included as an amendment to these Bylaws. In the event that the third Monday of the month falls on a state or federal holiday, the Board of Commissioners will meet on the third Tuesday of that month.

Section 7. The Chairperson or a majority of the Board of Commissioners has the power to call special meetings of the Board, the object of which shall be submitted to the Board in writing; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. Special meetings may be held upon such notice as is appropriate to the circumstances. The notice provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage. Attendance by any Commissioner at such special meetings shall be deemed a waiver of any right to notice of such meeting.

Section 8. A majority of the members of the Board of Commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the Agency and for all other purposes. Official action may be taken by the Board of Commissioners upon a vote of a majority of the members thereof present at a duly convened regular or special meeting at which a quorum is present, except as otherwise specified in these Bylaws.

Section 9. The Board of Commissioners by majority vote of the full Board may employ an Executive Director, technical experts, legal counsel, a secretary, a treasurer, and such other agents and employees, permanent and temporary, as the Board may require and the qualifications and duties of and compensation for all of said persons so employed shall be determined by the Board.

Section 10. The Board of Commissioners shall file with the City Clerk on or before March 31st of each year, a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth the Agency's assets, liabilities, income, and operating expenses as of the end of such calendar year. At the time of filing said report, the Board shall cause to be published in a newspaper of general circulation in the community, a notice to the effect that such report is available for inspection during the regular business hours in the office of the City Clerk and in the office of the Agency. The Agency shall comply with the requirements set forth in section 50-2006(5)(c) and (d) ~~and (e)~~ as well as sections 67-~~1076450E~~, Idaho Code.

Section 11. For inefficiency or neglect of duty or misconduct in office, a Commissioner may be removed by the City Council only after a hearing and only after he/she shall be given a copy of the charges at least ten (10) days prior to such hearing and shall have had an opportunity to be heard in person or by counsel and as set forth in section 50-2006(2b)(b2), Idaho Code.

Section 12. The Commissioners shall serve for such term as they may be appointed by the Mayor, but in no event for a term greater than five (5) years from the date of their appointment. The original term of office of no more than two (2) Commissioners shall expire in the same year.

Section 13. A board member shall not miss or be absent from three consecutive board meetings (whether regular or special meetings), unless otherwise excused by the Chair or a majority of the board. In no event shall a board member be absent or miss more than five board meetings within a twelve month period. Violation of this bylaw provision shall be grounds for neglect of duty and may subject the board member to removal by ~~the City Council a majority vote of the board or the local governing body~~, in compliance with the provisions of section 50-2006(2b)(b2), Idaho Code.

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ARTICLE IV

Officers

Section 1. The Mayor may appoint a Chairperson and a Vice Chairperson for a term of one (1) year, and thereafter the Commissioners shall elect a Chairperson or Vice Chairperson from among their members.

Section 2. The Board of Commissioners shall elect the Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as are deemed necessary for a term of (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the regular meeting held in January. Officers elected at that meeting shall hold office until the regular meeting the following January. Only the Chairperson and Vice Chairperson need be members of the Board of Commissioners.

Section 3. The Chairperson shall be the chief presiding officer of the Agency. The Chairperson shall execute all deeds, bonds, contracts, and other legal documents authorized by the Board, provided, however, the Board may delegate certain of said duties to the Executive Director of the Agency. The Chairperson shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chairperson shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 4. The Vice Chairperson shall be possessed of all the powers and shall perform all the duties of the Chairperson in the absence or disability of the Chairperson. The Vice Chairperson shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Vice Chairperson shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 5. The Secretary shall keep the minutes of all proceedings of the Board; shall attend to giving and serving all notices of meetings of the Board as required; shall execute along with the Chairperson, in the name of the Agency all deeds, bonds, contracts, and other legal documents and instruments as authorized by the Board; and shall be the custodian of the Agency seal, books, bylaws, and such other books, records, and papers of the Agency as the Board shall direct. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required by the Secretary may be performed by the Chairperson or Vice Chairperson or such other person as may be designated by the Board.

Section 6. The Treasurer shall have the general custody of all the funds and securities of the Agency and shall have general supervision of the collection and disbursement of funds of the Agency. He or she shall endorse on behalf of the Agency, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Agency in such bank or banks or depositories as the Board may designate. He or she may sign, with the Chairperson or such other person or persons as may be designated for said purpose by the Board of Commissioners all negotiable instruments. He or she shall enter or cause to be entered regularly in the books of the Agency a full and accurate account of all monies received and paid by him or her on account of the Agency during regular business hours and, whenever required by the Board or the Chairperson, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board or by the Bylaws. As may be required by the Board of Commissioners, the Treasurer shall give bond for the faithful performance of his or her duties in such sum and with such surety as shall be required and approved by the Board.

Section 7. If any of the foregoing offices shall for any reason become vacant, the Board of Commissioners shall elect a successor who shall hold offices for the unexpired term and until a successor is elected and qualified at the annual January meeting.

Section 8. The Board of Commissioners may appoint an Executive Director for the Agency. The Executive Director shall be the chief administrative officer of the Agency, shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned to him or her by the Board of Commissioners. In addition, the Board may appoint such other administrative officers as it deems necessary, all of whom shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned to them by the Board of Commissioners.

ARTICLE V

Miscellaneous

Section 1. The Board of Commissioners may acquire a seal for the Ketchum Urban Renewal Agency. The seal of the Ketchum Urban Renewal Agency shall be circular in form and shall have the name of the Agency on the circumference and shall have the words "Corporate Seal Idaho" in the center.

Section 2. The Board of Commissioners may appoint one or more committees to investigate and study matters of Agency business and thereafter to report on and make

recommendations concerning said matters assigned to the Board of Commissioners. When possible, each of said committees shall be chaired by a member of the Board, but said committees may be comprised of persons other than members of the Board of Commissioners. No such committee shall have the power to make final Agency decisions and power being vested solely in the Commissioners. The terms of office, the persons serving, the matters to be studied, and all procedural decisions relating to the functioning of such committees shall be made and decided by the Board of Commissioners.

Section 3. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Commissioners, the Treasurer of the Agency, with the approval of the Chairperson, may authorize such bank account to be opened or maintained in the name and on behalf of the Agency as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Agency, each of which checks shall be signed by two or such Commissioners, officers, or bonded employees of the Agency as shall be authorized by the Board of Commissioners.

Section 4. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern regular and special meetings of the Board of Commissioners in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Board of Commissioners may adopt.

Section 5. No commissioner or employee of the Agency shall voluntarily acquire any personal interest, direct or indirect, in any urban renewal project, or in any property included on planned to be included in any urban renewal project in Ketchum or in any contract or proposed contract in connection with such urban renewal project. Where such acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the Agency and such disclosure shall be entered upon the minutes of the Agency. If any such commissioner or employee presently owns or controls, or owned or controlled within the preceding two (2) years, any interest, direct or indirect, in any property which he/she knows is included or planned to be included in an urban renewal project, he/she shall immediately disclose this fact in writing to the Agency, and such disclosure shall be entered upon the minutes of the Agency, and any such commissioner or employee shall not participate in any action by the urban renewal agency affecting such property.

Section 6. The fiscal year of the Agency shall commence on the first day of October and terminate on the 30th day of September, except for the initial fiscal year of the Agency which shall be deemed to have commenced from April 3, 2006 and terminated on September 30, 2006.

ARTICLE VI

Amendments

These Bylaws may be repealed, amended, or new bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board.

We, the undersigned, being all of the members of the Board of Commissioners of the Ketchum Urban Renewal Agency, do hereby certify that the foregoing Bylaws were duly adopted as the bylaws of said Agency on the ~~22nd~~th day of ~~February~~^{July} 20~~22~~¹⁵.

Chairperson

Vice Chairperson

I, the undersigned, Secretary of Ketchum Urban Renewal Agency, hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the bylaws of said Agency on the ~~22nd~~th day of ~~February~~^{July} 20~~22~~¹⁵.

Secretary

4850-0460-3941, v. 1

BYLAWS - 6

AMENDED AND RESTATED BYLAWS
OF
KETCHUM URBAN RENEWAL AGENCY

ARTICLE I

Name

The Urban Renewal Agency for the city of Ketchum as created by Resolution No. 06-033 of the City Council of the city of Ketchum, Idaho, adopted April 3, 2006, pursuant to the provisions of the Idaho Urban Renewal Law of 1965 (title 50, chapter 20, Idaho Code) shall be known as the “Ketchum Urban Renewal Agency.”

ARTICLE II

Offices

The principal office of the Agency in the state of Idaho shall be located in the city of Ketchum (hereafter the “City”).

ARTICLE III

Board of Commissioners

Section 1. The property, business, powers, and affairs of the Agency shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Idaho Urban Renewal Law of 1965 (title 50, chapter 20, Idaho Code), as the same now exists or as it may be amended hereafter. The Agency shall not transact any business or exercise its powers unless the City has made the findings prescribed by section 50-2005, Idaho Code.

Section 2. The Board of Commissioners shall consist of a number of official members determined in accordance with the provisions of section 50-2006, Idaho Code, as the same now exists or as it may be amended hereafter and as appointed by the Mayor of the City with the advice and consent of the Ketchum City Council.

Section 3. The Commissioners shall receive no compensation for their services but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

Section 4. Each Commissioner shall hold office until his or her successor has been appointed and qualified, but in no event for a term greater than five (5) years from his or her date of appointment. A certificate of the appointment or reappointment of a Commissioner shall be filed with the City Clerk, and such certificate shall be conclusive evidence of the due and proper appointment and of such Commissioner. Any Commissioner position which becomes vacant at a time other than the expiration of a term shall be filled pursuant to Section 50-2006(2)b), by the

Mayor, by and with the advice and consent of the Ketchum City Council. The Mayor may select any person to fill such vacant position where such person meets the requirements of a Commissioner provided for by the Idaho Urban Renewal Law.

Section 5. The qualifications and eligibility of persons to serve on the Board of Commissioners shall be as defined and described in section 50-2006, Idaho Code, as the same now exists or may be amended hereafter.

Section 6. The Board of Commissioners shall hold regular meetings without additional notice at Ketchum City Hall, Ketchum, Idaho, the third Monday of each month at the hour of 2:00 p.m. or such other time as may be determined by the Board and included as an amendment to these Amended and Restated Bylaws. In the event that the third Monday of the month falls on a state or federal holiday, the Board of Commissioners will meet on the third Tuesday of that month.

Section 7. The Chairperson or a majority of the Board of Commissioners has the power to call special meetings of the Board, the object of which shall be submitted to the Board in writing; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. Special meetings may be held upon such notice as is appropriate to the circumstances. The notice provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage. Attendance by any Commissioner at such special meetings shall be deemed a waiver of any right to notice of such meeting.

Section 8. A majority of the members of the Board of Commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the Agency and for all other purposes. Official action may be taken by the Board of Commissioners upon a vote of a majority of the members thereof present at a duly convened regular or special meeting at which a quorum is present, except as otherwise specified in these Amended and Restated Bylaws.

Section 9. The Board of Commissioners by majority vote of the full Board may employ an Executive Director, technical experts, legal counsel, a secretary, a treasurer, and such other agents and employees, permanent and temporary, as the Board may require and the qualifications and duties of and compensation for all of said persons so employed shall be determined by the Board.

Section 10. The Board of Commissioners shall file with the City Clerk on or before March 31st of each year, a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth the Agency's assets, liabilities, income, and operating expenses as of the end of such calendar year. At the time of filing said report, the Board shall cause to be published in a newspaper of general circulation in the community, a notice to the effect that such report is available for inspection during the regular business hours in the office of the City Clerk and in the office of the Agency. The Agency shall comply with the requirements set forth in section 50-2006(5)(c) and (d) as well as sections 67-1076, Idaho Code.

Section 11. For inefficiency or neglect of duty or misconduct in office, a Commissioner may be removed by the City Council only after a hearing and only after he/she shall be given a copy of the charges at least ten (10) days prior to such hearing and shall have had an opportunity to be heard in person or by counsel and as set forth in section 50-2006(2)(b), Idaho Code.

Section 12. The Commissioners shall serve for such term as they may be appointed by the Mayor, but in no event for a term greater than five (5) years from the date of their appointment. The original term of office of no more than two (2) Commissioners shall expire in the same year.

Section 13. A board member shall not miss or be absent from three consecutive board meetings (whether regular or special meetings), unless otherwise excused by the Chair or a majority of the board. In no event shall a board member be absent or miss more than five board meetings within a twelve-month period. Violation of this bylaw provision shall be grounds for neglect of duty and may subject the board member to removal by the City Council, in compliance with the provisions of section 50-2006(2)(b), Idaho Code.

ARTICLE IV

Officers

Section 1. The Mayor may appoint a Chairperson and a Vice Chairperson for a term of one (1) year, and thereafter the Commissioners shall elect a Chairperson or Vice Chairperson from among their members.

Section 2. The Board of Commissioners shall elect the Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as are deemed necessary for a term of (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the regular meeting held in January. Officers elected at that meeting shall hold office until the regular meeting the following January. Only the Chairperson and Vice Chairperson need be members of the Board of Commissioners.

Section 3. The Chairperson shall be the chief presiding officer of the Agency. The Chairperson shall execute all deeds, bonds, contracts, and other legal documents authorized by the Board, provided, however, the Board may delegate certain of said duties to the Executive Director of the Agency. The Chairperson shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chairperson shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 4. The Vice Chairperson shall be possessed of all the powers and shall perform all the duties of the Chairperson in the absence or disability of the Chairperson. The Vice Chairperson shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Vice Chairperson shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 5. The Secretary shall keep the minutes of all proceedings of the Board; shall attend to giving and serving all notices of meetings of the Board as required; shall execute along with the Chairperson, in the name of the Agency all deeds, bonds, contracts, and other legal documents and instruments as authorized by the Board; and shall be the custodian of the Agency seal, books, bylaws, and such other books, records, and papers of the Agency as the Board shall direct. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required by the Secretary may be performed by the Chairperson or Vice Chairperson or such other person as may be designated by the Board.

Section 6. The Treasurer shall have the general custody of all the funds and securities of the Agency and shall have general supervision of the collection and disbursement of funds of the Agency. He or she shall endorse on behalf of the Agency, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Agency in such bank or banks or depositories as the Board may designate. He or she may sign, with the Chairperson or such other person or persons as may be designated for said purpose by the Board of Commissioners all negotiable instruments. He or she shall enter or cause to be entered regularly in the books of the Agency a full and accurate account of all monies received and paid by him or her on account of the Agency during regular business hours and, whenever required by the Board or the Chairperson, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board or by the Amended and Restated Bylaws. As may be required by the Board of Commissioners, the Treasurer shall give bond for the faithful performance of his or her duties in such sum and with such surety as shall be required and approved by the Board.

Section 7. If any of the foregoing offices shall for any reason become vacant, the Board of Commissioners shall elect a successor who shall hold offices for the unexpired term and until a successor is elected and qualified at the annual January meeting.

Section 8. The Board of Commissioners may appoint an Executive Director for the Agency. The Executive Director shall be the chief administrative officer of the Agency, shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned to him or her by the Board of Commissioners. In addition, the Board may appoint such other administrative officers as it deems necessary, all of whom shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned to them by the Board of Commissioners.

ARTICLE V

Miscellaneous

Section 1. The Board of Commissioners may acquire a seal for the Ketchum Urban Renewal Agency. The seal of the Ketchum Urban Renewal Agency shall be circular in form and shall have the name of the Agency on the circumference and shall have the words “Corporate Seal Idaho” in the center.

Section 2. The Board of Commissioners may appoint one or more committees to investigate and study matters of Agency business and thereafter to report on and make recommendations concerning said matters assigned to the Board of Commissioners. When possible, each of said committees shall be chaired by a member of the Board, but said committees may be comprised of persons other than members of the Board of Commissioners. No such committee shall have the power to make final Agency decisions and power being vested solely in the Commissioners. The terms of office, the persons serving, the matters to be studied, and all procedural decisions relating to the functioning of such committees shall be made and decided by the Board of Commissioners.

Section 3. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Commissioners, the Treasurer of the Agency, with the approval of the Chairperson, may authorize such bank account to be opened or maintained in the name and on behalf of the Agency as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Agency, each of which checks shall be signed by two or such Commissioners, officers, or bonded employees of the Agency as shall be authorized by the Board of Commissioners.

Section 4. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern regular and special meetings of the Board of Commissioners in all cases to which they are applicable and in which they are not inconsistent with these Amended and Restated Bylaws and any special rules of order the Board of Commissioners may adopt.

Section 5. No commissioner or employee of the Agency shall voluntarily acquire any personal interest, direct or indirect, in any urban renewal project, or in any property included or planned to be included in any urban renewal project in Ketchum or in any contract or proposed contract in connection with such urban renewal project. Where such acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the Agency and such disclosure shall be entered upon the minutes of the Agency. If any such commissioner or employee presently owns or controls, or owned or controlled within the preceding two (2) years, any interest, direct or indirect, in any property which he/she knows is included or planned to be included in an urban renewal project, he/she shall immediately disclose this fact in writing to the Agency, and such disclosure shall be entered upon the minutes of the Agency, and any such commissioner or employee shall not participate in any action by the urban renewal agency affecting such property.

Section 6. The fiscal year of the Agency shall commence on the first day of October and terminate on the 30th day of September, except for the initial fiscal year of the Agency which shall be deemed to have commenced from April 3, 2006, and terminated on September 30, 2006.

ARTICLE VI

Amendments

These Amended and Restated Bylaws may be repealed, amended, or new bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board.

We, the undersigned, being all of the members of the Board of Commissioners of the Ketchum Urban Renewal Agency, do hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the bylaws of said Agency on the 22nd day of February 2022.

Chairperson

Vice Chairperson

I, the undersigned, Secretary of Ketchum Urban Renewal Agency, hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the bylaws of said Agency on the 22nd day of February 2022.

Secretary



**SUN VALLEY
ECONOMIC
DEVELOPMENT**

SVED 2022 Strategic Plan

DRAFT

January 15, 2022

2022 Action Plan - Framework

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

Strategic Plan - Business Attraction, Retention, Expansion & Creation

| | Potential Strategy | Potential Tactics/Projects | Priority/ Weight (3=Hi) | Potential Targets |
|---|--|---|-------------------------------|--|
| 1 | Recruit specific/focused relocation leads | Food & Beverage services Small professional offices Satellite/remote cluster offices | 3 | New rest's/Food Innovation Ctr Professional, PE, VCs, etc. Big Tech, big Rec |
| 2 | Respond to Commerce RFPs | As needed | 2 | Smaller low-infrastructure co's |
| 3 | Solicit & draft Idaho incentive applications | Tax Reimbursement Incentive (TRI) Property Tax Exemption (PTE) Advantage, STEP & other | 3 | Wild Rye Lido, Blue Haven, etc. |
| 4 | Regular outreach to local businesses and organizations | Phone call & Zoom until COVID safe | 3 | Target with DoC priority 75 list Internal 2+/week |
| 5 | Provide access to external funding sources | SBA program applications BBB grant applications Other agency applications Local grant applications | 3 | SBA loan application candidates Seminars & grant support Advise on other grant programs Advise on BC ARPA grant structure |
| 6 | Community education & advocacy | Develop economic dashboard Publish membership newsletters Advocate on critical business issues | 3 | Quarterly issuance Monthly issuance New developmnt, regulatry issues |

Strategic Plan - Housing/Accommodation & Infrastructure

| | Potential Strategy | Potential Tactics/Projects | Priority/ Weight (3=Hi) | Potential Targets |
|---|--|--|-------------------------------|---|
| 1 | Expansion of Workforce Housing Inventory | Project inventory database Multi-family project advocacy Regulatory policy changes Increase supply incentives LOT for housing advocacy | 3 | Tracking & reporting Blue Bird, Lido, Blue Haven Tiny Home, ADU, other zoning policy Property Tax Exemption improvement Analysis for ballot measure |
| 2 | Accessible Rental Options | City policy change advocacy Long-term rental incentive policies Short Term Rental market policies | 2 | ST rentals, employment covenants Rent rate, residency restrictions Incentivize ST>LT rental conversion |
| 3 | Expand Accommodation & Lodging Options | Hotel project advocacy Support WR Tourism Coalition | 2 | Marriott Signature, Harriman ExCo participation & data analysis |
| 4 | Expansion of Broadband Access | ARPA/FCC grant applications Subsidized devices & services | 2 | Broadway, So. Bellevue, etc. Support ISP marketing efforts |
| 5 | Improved Transportation Systems | Increase SUN capabilities Improve Commuting/Public Transit | 1 | Support lead organization efforts |

Strategic Plan - Workforce

| | Potential Strategy | Potential Tactics/Projects | Priority/ Weight (3=Hi) | Potential Targets |
|---|-----------------------|--|-------------------------------|--|
| 1 | Community Education | Living wage/ALICE metrics Labor statistics analysis | 1 | Support lead organization efforts Analyze workforce gaps |
| 2 | Talent Attraction | Quality of Place marketing Satellite Urban office marketing | 1 | BBB, Relocate Recreate Google, FB, etc. |
| 3 | Workforce Development | Build Apprenticeship programs Create Internship programs Increase Childcare capacity Leverage TPM® Structure Inventory of community skills | 2 | Grow Culinary; new Const/Trades. ORec Access home-bound students Support BBB, ARPA grant applications Engage local educators & NFPs Joint Idaho Technology Council study |

Strategic Plan - Place Making/Training/Other

| | Potential Strategy | Potential Tactics/Projects | Priority/ Weight (3=Hi) | Potential Targets |
|---|--|---|-------------------------------|--|
| 1 | Increase recreational assets & opportunities | SV Culinary Institute Baldy Forest Health New RV parks | 3 | Treasury oversight & grants FEMA BRIC grant application Parcel advocacy |
| 2 | Revitalize SVED Events | Organize 2022 Economic Summit Conduct 2-3 Business Forums | 2 | New post-Covid theme... LIVE BBB, succession, other themes |
| 3 | Improve team skills & influence | Increased IEDA engagement RIVDA Loan Board participation | 2 | Participate in Legislatv committee Conduct SBA regional loan reviews |
| 4 | Expand Membership rolls | New member value proposition Young professional's program Urban assimilation program(s) | 3 | Achieve 75 business outreach target +3 lapsed renewals +5 new members signups |
| 5 | Maintain/improve Financial Performance | Optimize P&L performance Secure additional grants Manage EIDL loan | 3 | Positive Summit & overall P&L ARPA/other program admin. fees Align with Board policy |
| 6 | Optimize organizational Structure | Evaluate collaboration alternatives Refresh Board Access additional work capacity | 3 | VSV consolidation Chair succession Board committee engagement |

Sun Valley Economic Development - Performance Criteria 2022

| ANNUAL PERFORMANCE CRITERIA (to be APPROVED) | | | | | |
|--|--|---|--------------------------|---------------------|-----|
| Performance Objective Number | Action Plan Category | Performance Criteria/Assessment | Target Date for Delivery | Weight (1=lo, 3=hi) | % |
| 1 | Business Attraction, Retention & Expansion | Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, impacts & doability | 30-Dec-21 | 3 | 14% |
| 2 | | Introduce/propose/educate on/support 5 Federal/State /Local incentive programs to help local businesses | 30-Dec-21 | 3 | 14% |
| 3 | | Develop/support workforce housing project implementation | 30-Dec-21 | 3 | 14% |
| 4 | | Participate in 5 tourism/hospitality-related expansion activities/programs | 30-Dec-21 | 2 | 9% |
| 5 | | Expand professional & other programs at culinary institute | 30-Dec-21 | 2 | 9% |
| 6 | Place Making | Provide strategic and/or analytical support for 3 community events | 30-Dec-21 | 1 | 5% |
| 7 | | Conduct a minimum of 4 annual conversations with each City government/representative | 30-Dec-21 | 2 | 9% |
| 8 | Training | Attend 3 community economic development seminars, conferences, networking and/or other events | 30-Dec-21 | 1 | 5% |
| 9 | | Participate in 5 Virtual Roundtables or other Commerce training/educational activities | 30-Dec-21 | 1 | 5% |
| 10 | Other | Visit 5 existing or new member businesses per month | 30-Dec-21 | 3 | 14% |
| 11 | | Secure 7 new or re-joining members for year | 30-Dec-21 | 2 | 9% |
| 12 | | Maintain YE membership at minimum of 85 | 30-Dec-21 | 2 | 9% |
| 13 | | Deliver positive YE operating income, along with revised Summit outcome | 30-Dec-21 | 3 | 14% |

22 100%

Sun Valley Economic Development, Inc.

Budget Overview: FY 2022 Budget - FY22 P&L Classes

January - December 2022

| | GENERAL | SUMMIT & FORUMS | TOTAL |
|------------------------------------|---------------------|--------------------|---------------------|
| Income | | | |
| Income | | | \$0.00 |
| Events | | | \$0.00 |
| Summit | | | \$0.00 |
| Registrations | | 7,500.00 | \$7,500.00 |
| Sponsorships | | 7,500.00 | \$7,500.00 |
| Total Summit | | 15,000.00 | \$15,000.00 |
| Total Events | | 15,000.00 | \$15,000.00 |
| Grant Income | | | \$0.00 |
| Idaho Power | 2,500.00 | | \$2,500.00 |
| State Dept of Commerce | 24,150.00 | | \$24,150.00 |
| Total Grant Income | 26,650.00 | | \$26,650.00 |
| Private Sector | | | \$0.00 |
| Membership | 40,000.00 | | \$40,000.00 |
| Total Private Sector | 40,000.00 | | \$40,000.00 |
| Public Sector | | | \$0.00 |
| Blaine County | 30,000.00 | | \$30,000.00 |
| Hailey | 4,000.00 | | \$4,000.00 |
| Ketchum | 10,000.00 | | \$10,000.00 |
| Kura | 15,000.00 | | \$15,000.00 |
| Sun Valley | 8,500.00 | | \$8,500.00 |
| Total Public Sector | 67,500.00 | | \$67,500.00 |
| Total Income | 134,150.00 | 15,000.00 | \$149,150.00 |
| Interest Income | 12.00 | | \$12.00 |
| z In Kind Revenue & Services | | 15,000.00 | \$15,000.00 |
| Total Income | \$134,162.00 | \$30,000.00 | \$164,162.00 |
| GROSS PROFIT | \$134,162.00 | \$30,000.00 | \$164,162.00 |
| Expenses | | | |
| Office Administration | | | \$0.00 |
| Accounting | | | \$0.00 |
| General Accounting | 3,600.00 | | \$3,600.00 |
| Tax Preparation | 1,200.00 | | \$1,200.00 |
| Total Accounting | 4,800.00 | | \$4,800.00 |
| Bank Costs | 599.69 | | \$599.69 |
| Dues & Subscriptions | 350.00 | | \$350.00 |
| Other Fees & Service | 1,700.00 | | \$1,700.00 |
| Total Office Administration | 7,449.69 | | \$7,449.69 |
| Operating Expenses | | | \$0.00 |
| Compensation | | | \$0.00 |
| Executive Director | | | \$0.00 |
| Base | 98,663.00 | | \$98,663.00 |
| Bonus | 9,733.00 | | \$9,733.00 |

Sun Valley Economic Development, Inc.

Budget Overview: FY 2022 Budget - FY22 P&L Classes

January - December 2022

| | GENERAL | SUMMIT & FORUMS | TOTAL |
|---------------------------------------|---------------------|----------------------|----------------------|
| Total Executive Director | 108,396.00 | | \$108,396.00 |
| Total Compensation | 108,396.00 | | \$108,396.00 |
| Consulting | 2,000.00 | 6,000.00 | \$8,000.00 |
| Marketing | 2,500.00 | 3,000.00 | \$5,500.00 |
| Professional Fees | 200.00 | | \$200.00 |
| Training | 500.00 | | \$500.00 |
| Travel, Meals & Entertainment Expense | | 5,000.00 | \$5,000.00 |
| Web Site | 1,000.00 | | \$1,000.00 |
| Total Operating Expenses | 114,596.00 | 14,000.00 | \$128,596.00 |
| Uncategorized Expense | 535.00 | | \$535.00 |
| Total Expenses | \$122,580.69 | \$14,000.00 | \$136,580.69 |
| NET OPERATING INCOME | \$11,581.31 | \$16,000.00 | \$27,581.31 |
| Other Expenses | | | |
| In-Kind Revenue & Services | | 15,000.00 | \$15,000.00 |
| Loans Repayment & Miscellaneous | 1,905.00 | | \$1,905.00 |
| Total Other Expenses | \$1,905.00 | \$15,000.00 | \$16,905.00 |
| NET OTHER INCOME | \$ -1,905.00 | \$ -15,000.00 | \$ -16,905.00 |
| NET INCOME | \$9,676.31 | \$1,000.00 | \$10,676.31 |

Sun Valley Economic Development
January 2022

Describe any activities taken this month to advance your industry targeting objectives (Objective A)- 1st two meetings of Ketchum workforce housing taskforce; exploring applicability of Blaine Co Property Tax Exemption to 3 workforce housing developments; rotated local professional jobs on MountainCareers.com to give new jobs visibility; finalized grant report for Carye Broadband grant recovery

Describe any activities taken this month to advance your business outreach objectives (Objective B) –direct outreach to 15 local business organizations; main topics remain lack of local talent and workforce housing options; continued business-business advocacy in support of affordable housing projects, and streamlined design guidelines; issued new economic dashboard and gathered data for production of 4Q '21 issue

Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C) –weekly meetings of Mayors Collaboration Group, monthly meeting of Blaine Recovery Committee Business Working Group.

Describe any activities taken this month to advance your placemaking objectives (Objective D) – reviewed opportunities to adjust Mindful messaging program to increase on slop esafety.

Describe any activities taken this month to advance your professional development objectives (Objective E) –prepared 2021 performance assessment

Describe any other activities taken this month that fall outside of your workplan objectives- delivered annual retreat; approved 2022 budget and action plan; graphics on relocations prepared for Wood River Women's Foundation event; solicited speakers for IEAD Spring conference

KURA ROI 2020 ROI

| Sun Valley Economic Development Return on Investment | | Return Metrics>> | Culinary Only ² | Plus Limelight TRI ³ | Plus Revelry TRI ⁴ | for every \$1 invested |
|--|------------|------------------|----------------------------|---------------------------------|-------------------------------|------------------------|
| | | Annual Returns>> | \$ 565,000 | \$ 2,902,000 | \$ 4,302,000 | |
| Invevestment Metrics ¹ | | | | | | |
| KURA 1-Yr | \$ 40,000 | | | | | |
| KURA 3-Yr | \$ 70,000 | \$ 14 | \$ 73 | \$ 108 | | |
| KURA 5-Yr | \$ 100,000 | \$ 8 | \$ 41 | \$ 61 | | |
| | | \$ 6 | \$ 29 | \$ 43 | | |

Notes:

¹ Includes awards to both SVED & SVCI

² Based on local operating & capital expenditures

³ Based on Staff Payroll only

⁴ TBD; Pending for 2021

Methodology consistent with Southern Idaho Economic Development