



KETCHUM URBAN RENEWAL BOARD MEETING Agenda

REGULAR MEETING

December 20, 2021 beginning at 2:00 PM

191 5th Street West, Ketchum, Idaho 83340

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 live via Zoom as follows:
<https://ketchumidaho-org.zoom.us/j/84313696919>
Webinar ID: 843 1369 6919
2. Join us at City Hall (masks are required in Council Chambers and seating has been arranged per the required social distance of 6').
3. Submit your comments in writing at participate@ketchumidaho.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:

COMMUNICATIONS FROM THE PUBLIC:

CONSENT CALENDAR: (ALL ACTION ITEMS)

1. ACTION: Approval of Bills.
2. ACTION: Approval of Meeting Minutes.
3. ACTION: Approval of Resolution 22-URA01 outlining URA meeting dates for 2022.
4. ACTION: Recommendation to approve Agreement #50075 for Administrative and Support Services with the City of Ketchum.

DISCUSSION ITEMS:

5. Update on KURA projects.

ACTION ITEMS:



ACTION:

- a. Authorize the Chair to sign the Representation Letter with Workman and Company for the FY 21 Audited Financial Statements.
- b. Accept the FY 21 Financial Statement and authorize the Executive Director to file the FY 21 Audited Financial Statements with the appropriate offices.

ACTION: Request for KURA funding for demolition of old city hall located at 480 East Avenue.

ADJOURNMENT:

Any person needing special accommodations to participate in the above noticed meeting should contact the Ketchum Urban Renewal Agency prior to the meeting at (208) 726-3841. This agenda is subject to revisions and additions. NOTE: Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N in Ketchum or (208) 726-3841.

STAY INFORMED! – visit www.ketchumura.org To receive notifications from the Ketchum Urban Renewal Agency, please sign up at www.ketchumura.org. Here you can select to receive email and/or text notifications when meeting agendas, packets and minutes are posted.

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "9610000000"- "9848009999"

Vendor Name	Invoice Number	Description	Net Invoice Amount
URBAN RENEWAL AGENCY			
URBAN RENEWAL EXPENDITURES			
98-4410-4200 PROFESSIONAL SERVICES			
ELAM & BURKE	193653	General Representation November 2021	1,747.95
WORKMAN AND COMPANY	1	Audited Financial Statement KURA 2021	1,900.00
98-4410-5000 ADMINISTRATIVE EXPNS-CITY GEN			
CITY OF KETCHUM	5347	OCTOBER & NOVEMBER FY2022 REIMBURSE CITY FOR SERVICES	1,951.07
98-4410-7103 MISCELLANEOUS OPA			
KNEEBONE LLC	2020 PROPER	OPA Payment	22,125.56
Total URBAN RENEWAL EXPENDITURES:			27,724.58
Total URBAN RENEWAL AGENCY:			27,724.58
Grand Totals:			27,724.58

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 # 193653

Billing Atty - RPA

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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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 # 193653

			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

1,732.50

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable	
					Hours	Amount
Germaine, Abbey R.	Of Counsel	225.00	.60	135.00	.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	1,732.50	.00	.00

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

INVOICE

Date	Number	Page
12/01/2021	5347	1

Bill To: Ketchum Urban Renewal Agency
 491 Sun Valley Road(Visitors Center)
 Ketchum ID 83340

Customer No. 410
Project: c/o Suzanne Frick
Terms: Due Upon Receipt
Invoice Due Date: 12/01/2021

Quantity	Description	Unit Price	Net Amount																														
1	OCT & NOV FY2022 REIMBURSEMENT	1,951.07	1,951.07																														
<table border="0"> <thead> <tr> <th colspan="2"></th> <th colspan="2">Hours</th> <th></th> </tr> <tr> <th>Employee</th> <th>Rate</th> <th>Oct, Nov 2021</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Frick, Suzanne</td> <td>85.44</td> <td>10</td> <td>854.40</td> <td></td> </tr> <tr> <td>Fenwick, Tara</td> <td>58.99</td> <td>13.5</td> <td>796.37</td> <td></td> </tr> <tr> <td>Rubel, Shellie</td> <td>60.06</td> <td>5</td> <td>300.30</td> <td></td> </tr> <tr> <td colspan="2"></td> <td>Total</td> <td>1,951.07</td> <td></td> </tr> </tbody> </table>						Hours			Employee	Rate	Oct, Nov 2021			Frick, Suzanne	85.44	10	854.40		Fenwick, Tara	58.99	13.5	796.37		Rubel, Shellie	60.06	5	300.30				Total	1,951.07	
		Hours																															
Employee	Rate	Oct, Nov 2021																															
Frick, Suzanne	85.44	10	854.40																														
Fenwick, Tara	58.99	13.5	796.37																														
Rubel, Shellie	60.06	5	300.30																														
		Total	1,951.07																														

Amount 1,951.07

Balance Due 1,951.07

Please remit payment to:
 City of Ketchum
 Post Office Box 2315
 Ketchum, Idaho 83340

98-4410 - 5000

5347

Report Criteria:

Activity Activity code = 415003,417002

Employee Number	Name	Date	Reference Number	Task Number	Activity Code	Activity Description	Hours	Pay Code	Comments
FENWICK, TARA									
1400	FENWICK, TARA	10/14/2021	2	14	417002	URA ADMINISTRATION	2.00		
1400	FENWICK, TARA	10/18/2021	2	14	417002	URA ADMINISTRATION	2.00		
1400	FENWICK, TARA	10/19/2021	2	14	417002	URA ADMINISTRATION	2.00		
1400	FENWICK, TARA	11/10/2021	2	1	415003	URA ADMINISTRATION	2.00		
1400	FENWICK, TARA	11/15/2021	2	1	415003	URA ADMINISTRATION	2.00		
Total FENWICK, TARA:							10.00		
FRICK, SUZANNE									
2600	FRICK, SUZANNE	10/11/2021	2	6	417002	URA ADMINISTRATION	1.00		Sidewalk Priorities
2600	FRICK, SUZANNE	10/12/2021	2	6	417002	URA ADMINISTRATION	2.00		Contract with Agnew Beck
2600	FRICK, SUZANNE	10/14/2021	2	6	417002	URA ADMINISTRATION	3.00		KURA Packet and Agenda Prep
2600	FRICK, SUZANNE	10/18/2021	2	6	417002	URA ADMINISTRATION	2.00		KURA Meeting
2600	FRICK, SUZANNE	11/08/2021	2	6	417002	URA ADMINISTRATION	1.50		
2600	FRICK, SUZANNE	11/09/2021	2	6	417002	URA ADMINISTRATION	2.00		
2600	FRICK, SUZANNE	11/10/2021	2	6	417002	URA ADMINISTRATION	2.00		
Total FRICK, SUZANNE:							13.50		
RUBEL, SHELLIE L									
1500	RUBEL, SHELLIE L	10/12/2021	1	1	415003	URA ADMINISTRATION	2.00		
1500	RUBEL, SHELLIE L	11/15/2021	2	1	415003	URA ADMINISTRATION	3.00		
Total RUBEL, SHELLIE L:							5.00		
Grand Totals:							28.50		

WORKMAN AND COMPANY

Certified Public Accountants
 P.O. Box 2367
 2190 Village Park Ave., Suite 300
 Twin Falls, Idaho 83303-2367

Invoice

Date	Invoice #
12/8/2021	

Bill To <p style="text-align: center;">KETCHUM URBAN RENEWAL AGENCY PO BOX 2315 KETCHUM, IDAHO 83340</p>

Terms	Due Date	Account #
Net 30	12/8/2021	

Date	Item	Description	Rate	Amount
12/8/2021	Balance Forward			0.00
		Audited Financial Statements at September 30, 2021		1,900.00
			Total	\$1,900.00

98-4410-4200

		Payments/Credits	
Phone #	(208)733-1161	BALANCE DUE	\$1,900.00
Fax #	(208)733-6100		

2020 PROPERTY TAX BILL

Parcel Number	OWNER	UNIT	Total	Adjustment	Amount Due	December 2019		June 2020	
						1st Payment	Balance Due	2nd Payment	Balance
RPK08260002010	AWE, LLC	201	4,594.50		4,594.50	(2,297.25)	2,297.25	(2,297.25)	0.00
RPK08260001010	KMV	101	3,141.20		3,141.20	(1,570.60)	1,570.60	(1,570.60)	0.00
RPK08260001020	KMV	102	2,082.68		2,082.68	(1,041.34)	1,041.34	(1,041.34)	0.00
RPK08260002020	AWE, LLC	202	4,316.00		4,316.00	(2,158.00)	2,158.00	(2,158.00)	0.00
RPK08260003010	MCCOY, BRIAN & CYNTHIA	301	7,991.18		7,991.18	(3,995.59)	3,995.59	(3,995.59)	0.00
RPK08260000000	KNEEBONE CODO ASSOC		22,125.56	0.00	22,125.56	(11,062.78)	11,062.78	(11,062.78)	0.00

PAYMENT CALCULATION

Tax Year	URA Taxes Owed/Paid	OPA Amount Due	Date of Payment	Notes
2017	\$ 2,257.77	\$ -		Base Year - see 2017 tab
2018	\$ 8,618.74	\$ 3,180	8/19/2019	
2019	\$ 14,051.80	\$ -	8/27/2020	
2020	\$ 22,125.56	\$ -	12/16/2021	



BLAINE COUNTY 2020 PROPERTY TAX BILL

Parcel Number
RPK08260001020

Make check payable to:
JOHN DAVID DAVIDSON, TAX COLLECTOR
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

Urban Renewal:
KETCHUM 003-001

Tax Roll: Primary
Bill Number: 336621
Tax Code Area: 003-001

Property Address: 500 N WASHINGTON AVE UNIT 102
KETCHUM ID 83340-0000

KMV KNEEBONE LLC
PO BOX 3233
KETCHUM ID 83340

Legal Description:
KNEEBONE BUILDING
UNIT 102

COPY BILL

Taxing District / Certification	Levy Rate	Amount
SCHOOL BUDGET STABILIZATION	0.002633639	99.42
SCHOOL OVERRIDE LEVY	0.000227514	8.59
KETCHUM CITY	0.001383279	52.22
COUNTY	0.001033078	39.00
AMBULANCE	0.000209456	7.91
FIRE STATION BOND	0.000169389	60.35
RECREATION	0.000134686	5.08
PSF JAIL BOND	0.000042216	1.59
KETCHUM CEM	0.000011599	0.44
KETCHUM 003-001	0.005675467	1,808.08
Total Tax & Certifications		0.005844856
Less Additional Payments		-2,082.68
Net Tax & Certifications Due		0.00
First Half Due		0.00
Second Half Due		0.00
TOTAL DUE		0.00

PROPERTY & TAX SUMMARY		
Taxable Market Value		356,328
	LAST YEAR	CURRENT YEAR
Taxable Market Value	181,346	356,328
Tax Charge	1,169.66	2,082.68

To make a payment using your debit/credit card or electronic check, please go online to: <https://client.pointandpay.net/web/Blainecountytreasurer/D>. Partial payments are accepted at any time.

You may also view the property tax levies and fund tracker at <https://www.co.blaine.id.us/667/Levies-Fund-Tracker-Information>.

KMV KNEEBONE LLC

2020

2nd Half 0003366212
0003366212

AMOUNT DUE 0.00

BLAINE COUNTY
RPK08260001020
Code Area: 003-001

KMV KNEEBONE LLC

2020

1st Half 0003366211
0003366211

AMOUNT DUE 0.00

BLAINE COUNTY
RPK08260001020
Code Area: 003-001

Full 0003366210
0003366210

AMOUNT DUE 0.00

June 21, 2021

December 21, 2020



BLAINE COUNTY 2020 PROPERTY TAX BILL

Parcel Number
RPK08260002010

Make check payable to:
JOHN DAVID DAVIDSON, TAX COLLECTOR
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

Urban Renewal:
KETCHUM 003-001

Tax Roll: Primary
Bill Number: 336622
Tax Code Area: 003-001

Property Address: 500 N WASHINGTON AVE UNIT 201
KETCHUM ID 83340-0000

A W E LLC AN IDAHO LIMITED LIABILITY COMPANY
P O BOX 4356
KETCHUM ID 83340

Legal Description:
KNEEBONE BUILDING
UNIT 201

COPY BILL

Taxing District / Certification	Levy Rate	Amount
SCHOOL BUDGET STABILIZATION	0.002633639	99.42
SCHOOL OVERRIDE LEVY	0.000227514	8.59
KETCHUM CITY	0.001383279	52.22
COUNTY	0.001033078	39.00
AMBULANCE	0.000209456	7.91
FIRE STATION BOND	0.000169389	133.15
RECREATION	0.000134686	5.08
PSF JAIL BOND	0.000042216	1.59
KETCHUM CEM	0.000011599	0.44
KETCHUM 003-001	0.005675467	4,247.10
Total Tax & Certifications		0.005844856
Less Additional Payments		-4,594.50
Net Tax & Certifications Due		0.00
First Half Due		0.00
Second Half Due		0.00
TOTAL DUE		0.00

PROPERTY & TAX SUMMARY		
Taxable Market Value		786,076
	LAST YEAR	CURRENT YEAR
Taxable Market Value	647,568	786,076
Tax Charge	4,176.68	4,594.50

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A W E LLC AN IDAHO LIMITED LIABILITY COMPANY

2020

2nd Half 0003366222
0003366222

AMOUNT DUE 0.00

BLAINE COUNTY
RPK08260002010
Code Area: 003-001

A W E LLC AN IDAHO LIMITED LIABILITY COMPANY

2020

1st Half 0003366221
0003366221

AMOUNT DUE 0.00

BLAINE COUNTY
RPK08260002010
Code Area: 003-001

Full 0003366220
0003366220

AMOUNT DUE 0.00

June 21, 2021

December 21, 2020



BLAINE COUNTY 2020 PROPERTY TAX BILL

Parcel Number
RPK08260002020

Make check payable to:

JOHN DAVID DAVIDSON, TAX COLLECTOR
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

Urban Renewal:
KETCHUM 003-001

Tax Roll: Primary
Bill Number: 336623
Tax Code Area: 003-001

Property Address: 500 N WASHINGTON AVE UNIT 202
KETCHUM ID 83340-0000

A W E LLC AN IDAHO LIMITED LIABILITY COMPANY
P O BOX 4356
KETCHUM ID 83340

Legal Description:
KNEEBONE BUILDING
UNIT 202

COPY BILL

Taxing District / Certification	Levy Rate	Amount
SCHOOL BUDGET STABILIZATION	0.002633639	99.42
SCHOOL OVERRIDE LEVY	0.000227514	8.59
KETCHUM CITY	0.001383279	52.22
COUNTY	0.001033078	39.00
AMBULANCE	0.000209456	7.91
FIRE STATION BOND	0.000169389	125.08
RECREATION	0.000134686	5.08
PSF JAIL BOND	0.000042216	1.59
KETCHUM CEM	0.000011599	0.44
KETCHUM 003-001	0.005675467	3,976.67
Total Tax & Certifications		0.005844856 4,316.00
Less Additional Payments		-4,316.00
Net Tax & Certifications Due		0.00
First Half Due		0.00
Second Half Due		0.00
TOTAL DUE		0.00

PROPERTY & TAX SUMMARY		
Taxable Market Value		738,430
	LAST YEAR	CURRENT YEAR
Taxable Market Value	395,588	738,430
Tax Charge	2,551.44	4,316.00

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You may also view the property tax levies and fund tracker at <https://www.co.blaine.id.us/667/Levies-Fund-Tracker-Information>.

A W E LLC AN IDAHO LIMITED LIABILITY COMPANY 2020
2nd Half 0003366232
0003366232

AMOUNT DUE 0.00

BLAINE COUNTY
RPK08260002020
Code Area: 003-001

A W E LLC AN IDAHO LIMITED LIABILITY COMPANY 2020
1st Half 0003366231
0003366231 Full 0003366230
0003366230

AMOUNT DUE 0.00 0.00

BLAINE COUNTY
RPK08260002020
Code Area: 003-001

June 21, 2021

December 21, 2020



BLAINE COUNTY 2020 PROPERTY TAX BILL

Parcel Number
RPK08260003010

Make check payable to:

JOHN DAVID DAVIDSON, TAX COLLECTOR
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

Urban Renewal:
KETCHUM 003-001

Tax Roll: Primary
Bill Number: 336624
Tax Code Area: 003-001

Property Address: 500 N WASHINGTON AVE UNIT 301
KETCHUM ID 83340-0000

MC COY BRIAN
MC COY CYNTHIA
PO BOX 5973
KETCHUM ID 83340

Legal Description:
KNEEBONE BUILDING
UNIT 301

COPY BILL

Taxing District / Certification	Levy Rate	Amount
SCHOOL BUDGET STABILIZATION	0.002633639	241.32
SCHOOL OVERRIDE LEVY	0.000227514	20.85
KETCHUM CITY	0.001383279	126.75
COUNTY	0.001033078	94.66
AMBULANCE	0.000209456	19.19
FIRE STATION BOND	0.000169389	231.59
RECREATION	0.000134686	12.34
PSF JAIL BOND	0.000042216	3.87
KETCHUM CEM	0.000011599	1.06
KETCHUM 003-001	0.005675467	7,239.55
Total Tax & Certifications		0.005844856 7,991.18
Less Additional Payments		-7,991.18
Net Tax & Certifications Due		0.00
First Half Due		0.00
Second Half Due		0.00
TOTAL DUE		0.00

PROPERTY & TAX SUMMARY		
Assessed Property Value		1,467,216
Less Homeowner's Exemption		-100,000
Taxable Market Value		1,367,216
	LAST YEAR	CURRENT YEAR
Taxable Market Value	1,124,465	1,367,216
Tax Charge	7,252.56	7,991.18

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MC COY BRIAN
MC COY CYNTHIA
2nd Half 0003366242
0003366242

2020

MC COY BRIAN
MC COY CYNTHIA
1st Half 0003366241
0003366241

2020

Full 0003366240
0003366240

AMOUNT DUE 0.00

AMOUNT DUE 0.00 0.00

BLAINE COUNTY
RPK08260003010
Code Area: 003-001

BLAINE COUNTY
RPK08260003010
Code Area: 003-001

June 21, 2021

December 21, 2020



BLAINE COUNTY 2020 PROPERTY TAX BILL

Parcel Number
RPK08260001010

Make check payable to:
JOHN DAVID DAVIDSON, TAX COLLECTOR
219 1ST AVE SOUTH SUITE 102
HAILEY ID 83333
TELEPHONE: (208) 788-5530

Urban Renewal:
KETCHUM 003-001

Tax Roll: Primary
Bill Number: 336620
Tax Code Area: 003-001

Property Address: 500 N WASHINGTON AVE UNIT 101
KETCHUM ID 83340-0000

PATELLA LLC
PO BOX 3455
SUN VALLEY ID 83353

Legal Description:
KNEEBONE BUILDING
UNIT 101

COPY BILL

Taxing District / Certification	Levy Rate	Amount
SCHOOL BUDGET STABILIZATION	0.002633639	99.42
SCHOOL OVERRIDE LEVY	0.000227514	8.59
KETCHUM CITY	0.001383279	52.22
COUNTY	0.001033078	39.00
AMBULANCE	0.000209456	7.91
FIRE STATION BOND	0.000169389	91.03
RECREATION	0.000134686	5.08
PSF JAIL BOND	0.000042216	1.59
KETCHUM CEM	0.000011599	0.44
KETCHUM 003-001	0.005675467	2,835.92
Total Tax & Certifications	0.005844856	3,141.20
Less Additional Payments		-3,141.20
Net Tax & Certifications Due		0.00
First Half Due		0.00
Second Half Due		0.00
TOTAL DUE		0.00

PROPERTY & TAX SUMMARY		
Taxable Market Value		537,432
	LAST YEAR	CURRENT YEAR
Taxable Market Value	273,515	537,432
Tax Charge	1,764.10	3,141.20

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PATELLA LLC	2020	PATELLA LLC	2020
2nd Half 0003366202		1st Half 0003366201	Full 0003366200
0003366202		*0003366201*	*0003366200*
AMOUNT DUE	0.00	AMOUNT DUE	0.00
BLAINE COUNTY		BLAINE COUNTY	
RPK08260001010		RPK08260001010	
Code Area: 003-001		Code Area: 003-001	

June 21, 2021

December 21, 2020



Meeting Minutes

Regular Meeting

Monday, November 15, 2021

2:00 PM

Ketchum City Hall

CALL TO ORDER:

Chair, Ed Johnson called the meeting to order at 2:02 p.m.

ROLL CALL:

Present

Chair, Ed Johnson

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

Commissioner, Amanda Breen (*Absent*)

Commissioner, Casey Burke

Commissioner, Susan Scovell

Commissioner, Jim Slanetz

Commissioner, Carson Palmer

Other Attendees:

Executive Director, Suzanne Frick

KURA Attorney, Ryan Armbruster (*via Zoom*)

Treasurer, Shellie Rubel

Secretary, Tara Fenwick

SVED Director, Harry Griffiths

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:

None.

COMMUNICATION FROM THE PUBLIC:

Chair, Ed Johnson opened the meeting to the Public.

No public comment.

CONSENT CALENDAR: (ALL ACTION ITEMS)

Motion to approve consent agenda items. Commissioner, Susan Scovell, presented the motion, Commissioner, Carson Palmer, seconded the motion. The motion passed. All in favor.



DISCUSSION ITEMS: *(video 01:19:00)*

Harry Griffiths, Director Sun Valley Economic Development, provided a quarterly update to the Commission.

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

- Extension of bike path in the core
- Adding new sidewalks
- Fire hydrant installations
- ADA accessibility on sidewalks

The Commission discussed the opportunity to fund using snow melt systems on sidewalks. The Sustainability committee will be brought in to participate in the discussion.

Ryan Armbruster, Commission Council, provided direction on improving processes for the procurement of Infrastructure projects.

The Commission and staff discussed properly engaging KURA in a city Housing Survey.

ACTION ITEMS: *(video 01:50:00)*

The Commission discussed staff recommendation to approve Resolution 21-URA06 for Agreement 50074 with Agnew Beck.

Motion to approve Resolution 21-URA06. Commissioner, Carson Palmer, presented the motion, Commissioner, Casey Burke seconded the motion. The motion passed. All in favor.

ADJOURNMENT:

Motion to adjourn. Commissioner, Jim Slanetz presented the motion, Commissioner, Casey Dove seconded the motion. The motion passed. All in favor.

Ed Johnson, Chair

ATTEST:

Tara Fenwick, Secretary

RESOLUTION NUMBER 22-URA01

**A RESOLUTION OF THE KETCHUM URBAN RENEWAL AGENCY ESTABLISHING
THE DATES FOR ALL REGULAR MEETINGS FOR 2022**

WHEREAS the regular meetings of the Ketchum Urban Renewal Agency shall be held on the third Monday of each month at 2:00 p.m. at Ketchum City Hall unless such date is a holiday, in which the meeting shall be held on the following Tuesday; and

WHEREAS, pursuant to Idaho Code § 74-204(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule: and

WHEREAS, the Board of the Ketchum Urban Renewal Agency has determined that listing all regular meetings to be held in 2022 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE KETCHUM URBAN RENEWAL AGENCY that the meetings of the Ketchum Urban Renewal Agency for 2022 are as follows:

2022 KURA Regular Meeting Schedule

- Tuesday, January 18, 2022
- Tuesday, February 22, 2022
- Monday, March 21, 2022
- Monday, April 18, 2022
- Monday, May 16, 2022
- Tuesday, June 21, 2022
- Monday, July 18, 2022
- Monday, August 15, 2022
- Monday, September 19, 2022
- Monday, October 17, 2022
- Monday, November 21, 2022
- Monday, December 19, 2022

This Resolution will be in full force and effect upon its adoption this 20th day of December 2021.

KETCHUM URBAN RENEWAL AGENCY
KETCHUM, IDAHO

Chair, Ed Johnson

ATTEST:

Tara Fenwick, City Clerk



Ketchum Urban Renewal Agency

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

December 20, 2021

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

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

Introduction/History

At the October 18, 2021, meeting, the Board authorized staff to present the proposed Administrative and Support Services Agreement to the Ketchum City Council for approval. On November 18, 2021, the City Council approved the Agreement.

Staff is requesting the Board approve the Agreement and authorize the Chair to sign the Agreement.

Recommendation and Motion

I move to authorize the Chair to sign Agreement 50075.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Statement of Purpose

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

2. City's Obligations

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

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

3. General Job Descriptions

a. Treasurer

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

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

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

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

c. Other City Departments

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

d. Clerical and Support Services

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

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

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

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

e. Miscellaneous Services

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

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

4. KURA'S Obligations/Compensation to City

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

5. Method of Payment/Monthly Invoices

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

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

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

6. Additional Reimbursements

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

7. Evaluations

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

8. Annual Budgeting Proposal

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

9. Insurance

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

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

10. Representations and Warranties

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

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

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

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

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

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

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

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

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

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

11. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

12. Successors and Assigns

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

13. Number and Gender

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

14. No Third-Party Beneficiary

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

15. Counterparts / Facsimile

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

16. Merger Clause

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

17. Termination of Agreement

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

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

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

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

18. Notices

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

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

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

19. Discrimination Prohibited.

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

20. Indemnification

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

21. Disputes

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

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

22. Term of Agreement and Renewal

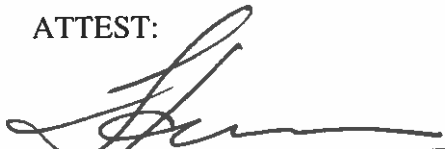
This Agreement shall be effective retroactively to October 1, 2021, and shall continue for an initial period through September 30, 2022. The Agreement shall automatically renew for additional one-year terms at the expiration of the then existing term unless either City or KURA provides notice of non-renewal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

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

CITY OF KETCHUM

By 
Neil Bradshaw, Mayor

ATTEST:



City Clerk

URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM

By _____
Ed Johnson, Chairman

ATTEST:



Secretary

EXHIBIT A

SCOPE OF SERVICES

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

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

4820-2337-4821, v. 3



Ketchum Urban Renewal Agency

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

December 20, 2021

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE FY21 FINANCIAL STATEMENT

Introduction/History

Each year the KURA contracts with Workman and Company to prepare the fiscal year financial statement and audit. Attached is the material prepared for FY21. Dennis Brown will present the material to the Board for approval.

Recommendation and Motion

Staff recommends the Board approve the following motion:

I move to approve the FY21 Financial Statement and authorize the Chair to sign the Representation Letter.

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

November 4, 2021

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

We have audited the financial statements of the governmental activities of the Ketchum Urban Renewal Agency, for the year ended September 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 20, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Ketchum Urban Renewal Agency, are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021. We noted no transactions entered into by the Ketchum Urban Renewal Agency during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Ketchum Urban Renewal Agency's financial statements was:

Management's estimate of the useful lives of fixed assets is based on historical data. We evaluated the key factors and assumptions used to develop the useful lives of fixed assets in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 4, 2021.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Ketchum Urban Renewal Agency's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Budgetary Information, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board of Commissioners and management of the Ketchum Urban Renewal Agency and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Workman & Company

WORKMAN AND COMPANY
Certified Public Accountants
Twin Falls, Idaho

KETCHUM URBAN RENEWAL AGENCY

KETCHUM, IDAHO

**Financial Statements
at September 30, 2021**

**KETCHUM URBAN RENEWAL AGENCY
KETCHUM, IDAHO**

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2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

INDEPENDENT AUDITOR'S REPORT

November 4, 2021

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities of the Ketchum Urban Renewal Agency, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Ketchum Urban Renewal Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Ketchum Urban Renewal Agency, as of September 30, 2021, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Information

My audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Agency's basic financial statements. The supplementary information on page 15 is presented for purposes of additional analysis and are not a required part of the basic financial statements.

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 4, 2021, on our consideration of the Ketchum Urban Renewal Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Ketchum Urban Renewal Agency's internal control over financial reporting and compliance.

Workman & Company

WORKMAND AND COMPANY
Certified Public Accountants
Twin Falls, Idaho

KETCHUM URBAN RENEWAL AGENCY
Statement of Net Position
at September 30, 2021

	<u>Total Primary Government</u>	<u>Total Reporting Entity</u>
<u>ASSETS</u>		
Cash and Deposits	\$ 2,586,738	\$ 2,586,738
Accounts and Property Tax Receivable	16,015	16,015
Total	<u>2,602,753</u>	<u>2,602,753</u>
Capital Assets:		
Land, Buildings and Improvements	4,165,882	4,165,882
Fourth Street Corridor Improvements	1,000,000	1,000,000
Total	<u>5,165,882</u>	<u>5,165,882</u>
Less Accumulated Depreciation	(43,480)	(43,480)
Total Capital Assets	<u>5,122,402</u>	<u>5,122,402</u>
Total Assets	<u>7,725,155</u>	<u>7,725,155</u>
<u>LIABILITIES</u>		
Accrued Interest Payable	3,209	3,209
Long-term Liabilities:		
Portion due or payable within one year:		
Bonds Payable	442,414	442,414
Portion due or payable after one year:		
Bonds Payable	4,009,726	4,009,726
Unamortized Pre-Issuance Bond Costs	(38,827)	(38,827)
Total Liabilities	<u>4,416,522</u>	<u>4,416,522</u>
<u>NET POSITION</u>		
Invested in Capital Assets - net of related debt	0	0
Restricted For:		
Capital Projects	0	0
Debt Service	0	0
Affordable Housing	1,261,687	1,261,687
Unrestricted	<u>2,046,946</u>	<u>2,046,946</u>
Total Net Position	<u>\$ 3,308,633</u>	<u>\$ 3,308,633</u>

The accompanying notes are a part of these financial statements.

KETCHUM URBAN RENEWAL AGENCY
Statement of Activities
For the Year Ended September 30, 2021

Activities:	Expenses	Program Revenues		Net (Expense) Revenues and Changes in Net Position	
Governmental:		Fees, Fines, and Charges for Services	Capital Grants and Contributions	Governmental Activities	Total
General Government	\$ 812,020	\$ 49,005	\$ 0	\$ (763,015)	\$ (763,015)
Contributions to City of Ketchum	0			0	0
Total Governmental Activities	812,020	49,005	0	(763,015)	(763,015)
General Revenues:					
Property Taxes				1,867,347	1,867,347
Penalty and Interest on Taxes				3,341	3,341
Refunds and Reimbursements				62,016	62,016
Interest				5,369	5,369
Total general revenues and transfers				1,938,073	1,938,073
Changes in net position				1,175,058	1,175,058
Net Position - Beginning				2,133,575	2,133,575
Net Position - Ending				\$ 3,308,633	\$ 3,308,633

The accompanying notes are a part of these financial statements.

KETCHUM URBAN RENEWAL AGENCY
Balance Sheet
Governmental Funds
at September 30, 2021

	<u>Total Governmental Funds</u>
ASSETS:	
Cash and Cash Equivalents	\$ 2,586,738
Taxes Receivable	14,965
Due From Other Sources	<u>1,050</u>
Total Assets	<u>\$ 2,602,753</u>
LIABILITIES:	
Accounts and Accrued Payables	\$ <u>0</u>
Total Liabilities	<u>0</u>
FUND BALANCE:	
Non-spendable	0
Restricted	0
Committed	0
Assigned	2,602,753
Unassigned	<u>0</u>
Total Fund Balance	<u>2,602,753</u>
Total Liabilities and Fund Balance	2,602,753

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

Government fund capital assets are not financial resources and therefore are not reported in the funds. The costs of assets is \$ 5,165,882 and the accumulated depreciation is \$ 43,480	5,122,402
Bond discounts and pre-issuance costs are not financial resources and therefore are not reported in the funds.	38,827
Long-term liabilities, including bonds, compensated absences and loans are not payable in the current period and therefore are not reported in the governmental funds	<u>(4,455,349)</u>
Net Position of Governmental Funds	<u>\$ 3,308,633</u>

The accompanying notes are a part of these financial statements.

KETCHUM URBAN RENEWAL AGENCY
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
for the year ended September 30, 2021

	<u>Total Governmental Funds</u>
REVENUE:	
Tax Levy Revenue	\$ 1,870,688
Rent Revenue	49,005
Refunds and Reimbursements	62,016
Interest Income	<u>5,369</u>
Total Revenue	<u>1,987,078</u>
EXPENDITURES:	
Office Expense	88
Professional Fees	94,589
Advertising and Publications	339
Insurance	5,756
Administration	35,978
Repairs	0
Reimburse Ketchum City - General	0
Reimburse Ketchum City - In Lieu Housing	0
Capital Projects	253,583
Debt service	<u>1,407,982</u>
Total Expenditures	<u>1,798,315</u>
EXCESS REVENUE (EXPENDITURES)	188,763
FUND BALANCE - BEGINNING	<u>2,413,990</u>
FUND BALANCE - ENDING	<u><u>\$ 2,602,753</u></u>

The accompanying notes are a part of these financial statements.

KETCHUM URBAN RENEWAL AGENCY
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
To the Statement of Activities
for the year ended September 30, 2021

Net Change in Fund Balance - Total Governmental Funds (Page 6)	\$ 188,763
<p>Governmental funds report capital outlays as current year expenditures. In the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount of current capital outlay for new fixed assets.</p>	
This is the amount of current year depreciaton.	(15,885)
This is the amount of current year amortization.	(108,146)
This is the amount of new Governmental Fund assets.	0
<p>Long term liabilities are not recorded in the Governmental funds.</p>	
This is the change in accrued interest on the outstanding debt.	128,313
This is the amount of current year payments of long term debt	<u>982,013</u>
Change in Net Position of Governmental Activities (Page 4)	\$ <u><u>1,175,058</u></u>

The accompanying notes are a part of these financial statements.

**KETCHUM URBAN RENEWAL AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity

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

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

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

Government-Wide and Fund Financial Statements

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

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

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

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

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

The Agency reports the following major governmental funds:

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

**KETCHUM URBAN RENEWAL AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

Continued—

Budgetary Policy

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

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

Encumbrances

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

Capital Assets

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

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

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

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

Use of Estimates

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

Entity Classifications

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

**KETCHUM URBAN RENEWAL AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

Continued—

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

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

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

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

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

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

2. PROPERTY TAXES

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

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

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

3. CASH AND DEPOSITS

Deposits: Custodial credit risk, in the case of deposits, is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Agency has no deposit policy for custodial credit risk. At year end, \$ 250,000 of the Agency's bank balance was not exposed to custodial credit risk because it was insured by the FDIC and \$27,253 of deposits were exposed to custodial credit risk.

**KETCHUM URBAN RENEWAL AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

Continued—

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

Investment Type

Idaho State Local Government Investment Pool \$ 2,309,485.

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

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

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

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

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

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

Cash on Hand	\$	0
Deposits with financial institutions:		
Demand deposits		277,253
State of Idaho Investment Pool		<u>2,309,485</u>
Total		<u>\$2,586,738</u>

4. RESTRICTED ASSETS

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

**KETCHUM URBAN RENEWAL AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

Continued -

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

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

Accordingly, \$1,261,687 of the value of the 1st & Washington property continues to be restricted to future affordable housing purposes. In 2016 the Agency has determined to pay this amount back to the City of Ketchum over the next several years as funds are available. This amount is not accrued in the Agency's records but will be expensed when paid. Prior to this year the Agency has paid the City of Ketchum \$234,143. In the current year, the Agency paid nothing leaving the restricted amount at \$1,261,687.

5. GENERAL FIXED ASSETS

Capital asset activity for the year ended September 30, 2021, is as follows:

	<u>Beginning Balances</u>		<u>Increases</u>		<u>Decreases</u>		<u>Ending Balances</u>
Governmental Activities:							
<i>Capital Assets not being depreciated:</i>							
Land - First & Washington	\$ 2,294,746	\$		\$		\$	2,294,746
1st & Washington	1,474,000						1,474,000
Fourth Street Corridor Improvements	1,000,000						1,000,000
Total	<u>4,768,746</u>		<u>0</u>		<u>0</u>		<u>4,768,746</u>
<i>Capital Assets being depreciated:</i>							
Infrastructure	397,136						397,136
Total	<u>397,136</u>		<u>0</u>		<u>0</u>		<u>397,136</u>
Less: Accumulated Depreciation:	27,595		15,885				43,480
Total Net Depreciated Assets	<u>369,541</u>		<u>(15,885)</u>		<u>0</u>		<u>353,656</u>
Governmental capital assets, net	<u>\$ 5,138,287</u>	\$	<u>(15,885)</u>	\$	<u>0</u>	\$	<u>5,122,402</u>

**KETCHUM URBAN RENEWAL AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

Continued—

6. LONG-TERM DEBT

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

Long-term debt on September 30, 2021, is as follows:

	<u>Interest Rate</u>	<u>Fiscal Year</u>	<u>Balance</u>
Tax Increment Refunding Bonds, Series 2021:	1.73%	2021-2030	\$ 4,452,140

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

2022	\$	442,414
2023		472,588
2024		481,014
2025		488,835
2026		495,067
2027-2030		<u>2,072,222</u>
	\$	<u>4,452,140</u>

7. LABOR AND ASSOCIATED COSTS

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

8. LITIGATION

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

9. RISK MANAGEMENT

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

10. SUBSEQUENT EVENTS

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

KETCHUM URBAN RENEWAL AGENCY
Budgetary Comparison Schedule
General Fund
for the year ended September 30, 2021

	Original and Final Budget	Actual	Variance with Budget Positive (Negative)
REVENUES:			
Property taxes - Tax Increment Revenues	\$ 1,652,500	\$ 1,870,688	\$ 218,188
Rent Revenue	36,000	49,005	13,005
Refunds and Reimbursements	0	62,016	62,016
Earnings on investments	2,500	5,369	2,869
Total revenues	1,691,000	1,987,078	296,078
EXPENDITURES:			
Office Expense	500	88	412
Professional Fees	56,000	94,589	(38,589)
Advertising/Publications	1,000	339	661
Insurance	2,928	5,756	(2,828)
Administrative Expenses	36,369	35,978	391
Debt Service	484,055	1,407,982	(923,927)
Reimburse Ketchum City - General Expense	84,001	0	84,001
Reimburse Ketchum City - In Lieu Housing	90,000	0	90,000
Capital Outlay	1,431,147	253,583	1,177,564
Total expenditures	2,186,000	1,798,315	387,685
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(495,000)	188,763	683,763
NET CHANGE IN FUND BALANCE	(495,000)	188,763	\$ <u>683,763</u>
FUND BALANCE - BEGINNING	2,413,990	2,413,990	
FUND BALANCE - ENDING	\$ 1,918,990	\$ 2,602,753	

The accompanying notes are a part of these financial statements.

KETCHUM URBAN RENEWAL AGENCY
Bond-Future Principal and Interest Requirements
at September 30, 2021

	Annual Payment			
	Interest Rate	Fiscal Year	Principal Payment	Interest Payment
\$4,815,959 Tax Increment Refunding Bonds, Series 2021 1.73%	1.73%	2022	\$ 442,414	\$ 77,022
	1.73%	2023	472,588	69,368
	1.73%	2024	481,014	61,192
	1.73%	2025	488,835	52,871
	1.73%	2026	495,067	44,414
	1.73%	2027	505,612	35,849
	1.73%	2028	510,279	27,102
	1.73%	2029	524,231	18,275
	1.73%	2030	532,100	9,205
			\$ 4,452,140	\$ 395,299

The accompanying notes are a part of these financial statements.

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

November 4, 2021

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities of the Ketchum Urban Renewal Agency, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Ketchum Urban Renewal Agency's basic financial statements, and have issued our report thereon dated November 4, 2021.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Report Continued---

Purpose of this Report

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

Workman & Company

WORKMAND AND COMPANY
Certified Public Accountants
Twin Falls, Idaho

KETCHUM URBAN RENEWAL AGENCY
PO Box 2315
KETCHUM, IDAHO

November 4, 2021

Workman and Company
Certified Public Accountants
2190 Village Park Ave., Suite 300
Twin Falls, Idaho 83301

This representation letter is provided in connection with your audit of the financial statements of the Ketchum Urban Renewal Agency, which comprise the respective financial position of the governmental activities, the business-type activities and each major fund as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of November 4, 2021, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 20, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures, if any, have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list, if any, of the uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the Agency is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters [and all audit or relevant monitoring reports, if any, received from funding sources].
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the Agency from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of Agency Board of Commissioners or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the Agency and involves—
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the Agency's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the Agency's related parties and all the related party relationships and transactions of which we are aware.

Government-specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) The Agency has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 23) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 24) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 25) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 26) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements,

tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

- 27) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes. We have reviewed, approved and accepted responsibility for your proposed adjustments to our general ledger account balances.
- 28) The Agency has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 29) The Agency has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 30) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations if any.
- 31) The financial statements properly classify all funds and activities in accordance with GASB Statement No.34.
- 32) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 33) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 34) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 35) Provisions for uncollectible receivables have been properly identified and recorded.
- 36) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 37) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 38) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 39) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 40) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 41) The government meets the GASB-established requirements for accounting for eligible infrastructure assets using the modified approach.
- 42) We have appropriately disclosed the Agency's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 43) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 44) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

Signature: _____

Title: _____



Ketchum Urban Renewal Agency

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

December 20, 2021

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE FUNDING FOR DEMOLITION OF 480 EAST AVENUE (OLD CITY HALL)

Introduction/History

The city is requesting the KURA consider and approve funding for the demolition of 480 East Avenue, the old City Hall Building. The cost for demolition is \$201,061.40.

Analysis

The city has requested KURA funding for the demolition of 480 East Avenue, old City Hall. The city is preparing the site for construction of the Bluebird Housing Project. The request is consistent with adopted KURA Plan based on the following polices:

Master Goals (Pages 2-3):

- c. The revitalization, redesign and development of undeveloped areas which are stagnant or improperly utilized especially through the creation of affordable workforce housing, a central town plaza and parking lots and structures.
- h. The opportunity of providing affordable housing within the Revenue Allocation Area

The Agency shall undertake the Projects in furtherance of said goals in order to eliminate deteriorated or deteriorating areas, to eliminate the development or spread of slums and blight and for purposes of rehabilitation and conservation in the Revenue Allocation Area. Said objectives are consistence with Idaho Code Section 50-2903(11) of the Act.

3. Proposed Development Actions (Page 5):

The Agency proposes to eliminate and prevent the spread of blight and deterioration in the Revenue Allocation Area by:

- C. The assembly of adequate sites for the development and construction of commercial, light manufacturing, or residential facilities
- E. The demolition or removal of certain buildings and improvements
- I. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by law. The Agency hereby determines that all of the foregoing activities are necessary to effectively carry out the objectives of this Plan in the Revenue Allocation Area.

3.8 Demolition, Clearance, and Building Site Preparation (Page 9)

3.8.1 Demolition and Clearance

The Agency is authorized (but not required) to demolish and clear buildings, structures, and other improvements from any real property in the Revenue Allocation Area as necessary to carry out the purposes of this Plan.

The city prepared a request for proposal for the demolition and determined there was one responsive proposal from Elite Restoration (Attachment A).

The project will be completed in three phases:

- Phase 1 - Salvage of building materials will decrease items the city places in landfill
- Phase 2 - Asbestos Abatement must be complete prior to structural demolition
- Phase 3 – Structural demolition must be complete prior to Bluebird development

Should the KURA authorize funding for the demolition, the amount of funding will be credited towards the KURA repayment to the city for the Housing loan obligation.

Financial Requirement/Impact

The requested funding is for \$201,061.40, the full amount for demolition and remediation of the site. The KURA has sufficient funds to support the funding request.

Recommendation and Motion

If the Board approves the funding, staff recommends the following motion:

I move to authorize the funding in the amount of \$201, 061.40 for the demolition of 480 East Avenue.

Attachment: Demolition Proposal from Elite Restoration



621 South Main St
Bellevue, ID 83313
Phone 208-788-9463 Fax 208-734-6304

Proposal

Date: 10/22/2021

Customer: City Of Ketchum Home No: _____

Street Address: 480 East North Cell No: _____

City/State/Zip: Ketchum Idaho 83340 Other No: _____

Elite Restoration Inc. proposes to furnish all listed material and labor necessary for the completion of the following job specifications: Asbestos abatement, and full building demolition at the above-named address.

Product Salvaging estimated 2 Techs @ 65\$ PH @ 40 Hours Each - \$2,600.00

Site protection & Project Management – \$9,875.00

Asbestos abatement – Includes all equipment, disposal & protection.

Roof – 13,000 SQ @ 7\$ per square foot - \$91,000.00

Interior vinyl base abatement – \$3,200.00

Building demolition – Full removal of entire structure - excludes any backfill \$94,386.40

Estimated Grand Total - \$201,061.40 – (Two Hundred One Thousand and Sixty-One Dollars and Forty Cents.)

Elite Restoration proposes hereby to furnish material and labor with above specifications. Payment schedule as follows: 25% deposit before work begins, Rest due upon completion of work. All payments will be assessed a 30% A.P.R For payments received 30 days after being billed.

All material is guaranteed to be as specified and the work will be completed in a workmanlike manner in accordance to specifications. Any and all alterations or deviations from the stated specifications involving extra costs and materials will be executed only upon written orders. These changes turn into an extra charge, over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond contractor’s control. Owner of property to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmen’s compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney’s fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Customer



Elite Restoration Inc.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Ketchum (Owner) and
Elite Restoration Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
- C.
 - 1. City of Ketchum Salvage, Asbestos Abatement and Demolition which includes full abatement of all asbestos containing materials, and a full demo of the structure excluding back fill.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the northeast side of the city block by East Ave, and 5th St E, and 4 St E.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is – Not required

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **June 30, 2022** and completed and ready for final payment on or before **July 15, 2022**.

4.02 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$201,061** for all Work.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers’ Compensation:

State:	<u>Idaho - Statutory</u>
Employer’s Liability:	
Bodily Injury, each Accident	\$ <u>500,000</u>
Bodily Injury By Disease, each Employee	\$ <u>500,000</u>
Bodily Injury/Disease Aggregate	\$ <u>500,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>

Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>10,000</u>

c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000</u>
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d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat,

telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **[Percentage of Contract Price to be Held as Retainage]** % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Elite Restoration Inc.

By: _____

By: _____

Title: _____

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Elite Restoration Inc.

1920 Highland Ave E

Twin Falls, ID 83301

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higgins & Rutledge Insurance, Inc. 1661 Shoreline Dr., Suite 100 Boise ID 83702	CONTACT NAME: Rachel Matt PHONE (A/C, No, Ext): 208-343-7741 E-MAIL ADDRESS: RachelM@HigginsRutledge.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Elite Restoration, Inc. 1920 Highland Ave E Twin Falls ID 83301	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : State Insurance Fund - Idaho		36129
	INSURER C : StarStone Specialty Ins Co		44776
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 78598789

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP 0514195	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0514195	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP 0514195	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	672934	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Contractors Pollution Liability			I70502210AEM	10/13/2021	10/13/2022	Each Occurrence	\$2,000,000
							Aggregate	\$2,000,000
							Deductible	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Elite Restoration, Inc.
 1920 Highland Ave E
 Twin Falls ID 83301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Elite Restoration

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State: (D)	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 500,000
Bodily Injury By Disease, each Employee	\$ 500,000
Bodily Injury/Disease Aggregate	\$ 500,000

b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 10,000

c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:	
Each Person	\$ _____
Each Accident	\$ _____
Property Damage:	
Each Accident	\$ _____
Combined Single Limit of:	\$ 1,000,000

d. Excess or Umbrella Liability:

Per Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

e. Contractor's Pollution Liability:

Each Occurrence	\$ 2,000,000
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Elite Restoration

General Aggregate

\$ 2,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

Elite Restoration

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.



CITY OF KETCHUM
 PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22035

To: 5748 ELITE RESTORATION 621 S MAIN ST BELLEVUE ID 83313	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
-------------------------------------------------------------------------------	-----------------------------------------------------------------------

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/19/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	SALVAGE, ABATE ASBESTOS AND DEM 52-4410-7115	201,061.40	201,061.40
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		201,061.40

 Authorized Signature

ACS ASSESSMENT AND COMPLIANCE SERVICES

P.O. Box 3271, Hailey, ID 83333 Ph: (208) 788-1900 Fax: (208) 788-1900

Summary of Asbestos Sampling of the City of Ketchum Fire Department East Roof, 480 East Ave. N., Ketchum, Idaho

Assessment & Compliance Services (ACS) has performed asbestos sampling of the roofing materials at the City of Ketchum Fire Department East Roof, located at 480 East Ave. N., Ketchum, Idaho. Use of the building by a commercial entity renders it subject to the U.S. Environmental Protection Agency (EPA) administered laws of Section 112 of the Clean Air Act, per the National Emissions Standards for Hazardous Air Pollutants (NESHAPs- 40CFR Part 61). The presence of asbestos can also affect renovation and demolition, as workers cannot be exposed to over a threshold quantity of asbestos per Occupational Safety and Health Administration (OSHA) regulations. Additionally, asbestos must be handled separately at municipal landfills and disposal of asbestos containing demolition debris is more costly than standard municipal disposal.

On July 25, 2012, Ms. Jane Rosen, EPA AHERA Certified Inspector, took building material samples from the subject structure. Please refer to the enclosed sample transmittal form which provides a description of what building materials were sampled. On July 26, 2012, these samples were sent via Federal Express to Environmental Hazards Services, Inc (EHS), in Richmond, Virginia (NVLAP Accreditation #1882; AIHA Accreditation #412) for bulk sample analysis via polarized light microscopy (PLM); EPA Method 600/R-93/116.

The results of the bulk analysis were e-mailed to ACS on July 31, 2012 (see enclosed). The analysis results showed that no asbestos was detected in 3 of the 11 samples analyzed by the laboratory. The following table depicts a description of the items sampled and the results of the analyses:

Samples Containing Asbestos Via Polarized Light Microscopy

ACS#	EHS#	Sample Description (All Roof)	Material Description - Lab	% Asbestos
1	01	Between vent and window N. Side	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
2	02A	E. side adjacent to wall	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
	02B	Layer of wall stucco/plaster	Gray/white granular; homogeneous	NAD
3	03	On ridge 5' east of wall	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
4	04	Near vent E. roof, south end	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
5	05	Near vent NE corner of roof	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
6	06	4' by ½' patch N. side E. roof	Black tar-like; homogeneous	NAD
7	07	5' by 1' patch N. side further W.	Black tar-like; homogeneous	5% Chrysotile
8	08	Gray near vent NE corner	Black tar-like; gray/black fibrous; inhomogeneous	27% Chrysotile present throughout sample
9	09	Gray mastic around sewer pipe N. center	Black tar-like; homogeneous	NAD
10	10	Gray mastic around sewer pipe N. center	Black tar-like; homogeneous	5% Chrysotile

NAD = No asbestos detected

In summary, the following asbestos containing materials were identified in the materials sampled, categorized as Category 1, non-friable ACM (asbestos containing material):

- Felt roofing material over entire roof
- 5' x 1' tar-like patch at N. side of roof
- Gray-colored area near vent at NE corner of roof
- Gray mastic around sewer pipe N. side of roof

The above listed material should be removed by a certified asbestos company prior to any practice that may disturb the material. Options include removing and replacing the entire roof by a certified contractor or covering the material with a new roof layer (as allowed by code and engineering standards) and removing only the asbestos containing roofing material that will be disturbed around the perimeter.

There are several asbestos abatement contractors that periodically work in the Blaine County area, such as Abatementpro (208-853-1789); Asbestos Abatement, Inc. (208-345-3574); Intermountain Construction and Abatement (208-288-2505); Northwest Technologies, Inc. (208-323-0757); Intermountain Const. & Abatement LLC (208-288-2505); and Pacific Technologies (208-344-8668).

Depending upon the amount of roofing material removed, the 10 day EPA notification may be required. If the amount of regulated asbestos containing material is below 160 square feet (assumed to occur when less than 5,580 SF is removed with a roof cutter with a blunt edge rotating blade), the EPA 10 day notification is not required for removal of this material. If greater than this amount is removed, a form must be submitted to the EPA ten (working) days prior to removal; this form is usually completed by the abatement contractor but the facility is responsible so the fire department should make sure it is being submitted, as needed.

It should be noted that ACS only sampled the materials that were readily available without significant building destruction. Therefore, there may be additional asbestos containing materials present elsewhere in the building that were not sampled during this inspection. If any additional materials are encountered during any demolition actions that have not been sampled, work should cease until the asbestos content is verified via sampling.

Encl.: Photos
Lab report and chain of custody



Typical roof sample; asbestos was present in felt layers.



View of two patches at N side of roof; no asbestos detected in 4' x 1/2" patch (further east); asbestos was detected in 5' x 1' patch (further west).



Gray material around this vent (NE corner of roof) is an asbestos containing material



Gray mastic around the sewer pipe at the north edge of the roof is an asbestos containing material



Environmental Hazards Services, L.L.C.
 7469 Whitepine Rd
 Richmond, VA 23237
 Telephone: 800.347.4010

Asbestos Bulk Analysis Report

Report Number: 12-07-03488

Client: Assessment & Compliance Svcs
 P.O. Box 3271
 Hailey, ID 83333

Received Date: 07/27/2012
 Analyzed Date: 07/30/2012
 Reported Date: 07/31/2012

Project/Test Address: Ketchum FD-East roof 480 E. Ave N.; Ketchum, ID

Client Number:
 13-1067

Fax Number:
 208-788-1900

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
12-07-03488-001	1		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
Total Asbestos: 15%					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-002A	2	Roof Core	Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
Total Asbestos: 15%					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-002B	2	Plaster	Gray/White Granular; Homogeneous	NAD	100% Non-Fibrous
12-07-03488-003	3		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
Total Asbestos: 15%					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-004	4		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
Total Asbestos: 15%					
Chrysotile asbestos is present in all felt layers.					

Environmental Hazards Services, L.L.C

Client Number: 13-1067
 Project/Test Address: Ketchum FD-East roof 480 E. Ave N.;
 Ketchum, ID

Report Number: 12-07-03488

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
12-07-03488-005	5		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
Total Asbestos: 15%					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-006	6		Black Tar-Like; Homogeneous	NAD	14% Cellulose 86% Non-Fibrous
12-07-03488-007	7		Black Tar-Like; Homogeneous	5% Chrysotile	8% Cellulose 87% Non-Fibrous
Total Asbestos: 5%					
12-07-03488-008	8		Black Tar-Like; Gray/Black Fibrous; Inhomogeneous	27% Chrysotile	32% Cellulose 41% Non-Fibrous
Total Asbestos: 27%					
Chrysotile asbestos is present throughout the sample.					
12-07-03488-009	9		Black Tar-Like; Homogeneous	NAD	14% Cellulose 86% Non-Fibrous
12-07-03488-010	10		Black Tar-Like; Homogeneous	5% Chrysotile	8% Cellulose 87% Non-Fibrous
Total Asbestos: 5%					

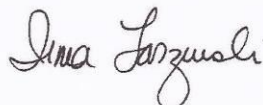
Environmental Hazards Services, L.L.C

Client Number: 13-1067
Project/Test Address: Ketchum FD-East roof 480 E. Ave N.;
 Ketchum, ID

Report Number: 12-07-03488

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
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QC Sample: 40-M2-1998-2
QC Blank: SRM 1866 Fiberglass
Reporting Limit: 1% Asbestos
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020
Analyst: Christian H. Schaible



Reviewed By Authorized Signatory:

Irma Faszewski
 QA/QC Manager

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



Environmental Hazards Services, LLC
 www.leadlab.com 7469 Whiteoak Rd
 (800)347-4010 Richmond, VA
 (804)275-4307 (fax) 23237

Asbestos Chain-of-Custody

~ For Lab Use Only ~

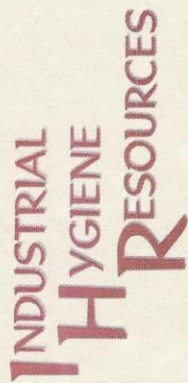
Company Name: Assessment & Compliance Svcs Address: P.O. Box 3271
 Phone: 208-788-1900 ACS 12-07 Fax: 208-788-1900 E
 Project Name/Testing Address: Ketchum FD - East Roof 480 E. Ave N. E-mail: j.rosen@ca.com
 Collected by: Jane Rosen City/State(required): Ketchum ID Purchase Order Number: _____

Turn Around Times : _____ 1 - Day _____ 2 - Day _____ 3 - Day _____ Same Day (Must Call Ahead) _____ Weekend (Must Call Ahead)

If no TAT is specified, sample(s) will be processed and charged as 3-day TAT.

No.	Client Sample ID	Date Collected	ASBESTOS						AIR			COMMENTS			
			PLM	PLM (N 100)	PLM (N 1000)	PCM	TEM Certified (Bulk)	TEM/HERA (As)	Time On	Time Off	Flow Rate (L/min)		Total Time (minutes)	Volume (Total Liters)	
1	Between Vent + Window N side	7/25/12	X												
2	E. side adjacent to wall on ridge street		X												
3	off wall		X												
4	near vent; E-roof		X												
5	down end corner NE		X												
6	W side E roof		X												
7	N side E roof		X												
8	side further W NE corner		X												
9	great main roof		X												
10	great main roof		X												
Released by: Jane Rosen			Signature: Jane Rosen			Date/Time: 7/26/12 9 AM									

* Point Count if < 5% by Bulk
 * Composite dry wall samples



Certificate of Completion

Jane Rosen

Has attended and successfully completed the
Asbestos Building Inspector
AHERA 4 Hour Refresher Training Course
In accordance with Title II of TSCA
40 CFR Part 763, Appendix C to Subpart E

Course Date: 04/12/2012
Certificate Number: 4626-09
Expiration Date: 04/12/2013

A handwritten signature in cursive script, reading "Dayle Lundy".

Instructor: Dayle Lundy

Industrial Hygiene Resources – 8312 W. Northview, Suite 100 – Boise, Idaho 83704
Tel: (208) 323-8278 Fax: (208) 323-0783

MEMORANDUM

To: Ketchum Urban Renewal Agency Board members and Suzanne Frick

From: RPA Agency counsel

Date: December 16, 2021

Re: Request to Approve Funding for the Demolition of the Old City Hall Building

The agenda for the Board meeting of December 21, 2021, includes an action item to consider the request for KURA funding for demolition of 480 East Avenue, the old City Hall building. The staff report for the request summarizes several sections of the 2010 Urban Renewal Plan (the Plan) which address several goals and objectives of the Plan. Those sections identify a goal for the opportunity of providing affordable housing within the Revenue Allocation Area, eliminating deteriorated or deteriorating areas and the demolition or removal of certain buildings and improvements.

Demolition and removal of buildings and improvements is listed as an activity for an urban renewal project in Idaho Code § 50-2018(10)(b) of the Idaho Urban Renewal Law (Law) and Idaho Code §§ 50-2903(13)(b) and (14)(a) of the Local Economic Development Act (Act). Urban renewal agency funding of demolition is a rather straightforward and common for urban renewal projects.

In addition to the narrative text cited in the staff report, the Plan includes Attachment 5 which describes certain public improvements within the Revenue Allocation Area and a detailed list of estimated project costs. Attachment 5 identifies potential assistance and funding for the city hall project as well as funding for affordable housing projects. While a specific “line item” for demolition is not identified, demolition would be a reasonably related activity to support an affordable housing project and the ability to leverage the old city hall site for that purpose. As the Plan pre-dates July 1, 2016, an urban renewal agency has quite a bit of flexibility to undertake activities related to plan objectives. For any urban renewal plan adopted after July 1, 2016, the Act requires much more specificity of the activities to be funded. Additionally, as the old City Hall Building is still owned by the City of Ketchum, the Law allows an urban renewal agency and city to work cooperatively for the purpose of carrying out an urban renewal project and related activities to of an urban renewal agency (Idaho Code § 50-2015(c)).

As stated in the staff report, should the Board decide to fund the demolition project, the funding would be credited toward the KURA repayment to the city of Ketchum for the housing loan obligation.

If the Board decides to fund the demolition project, such funding will comply with the Law, Act, and Plan.