



KETCHUM URBAN RENEWAL BOARD MEETING Agenda

REGULAR MEETING

**September 21, 2020 beginning at 2:00 PM
480 East Avenue, Ketchum, Idaho**

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum Urban Renewal Agency meetings. Members of the public may observe the meeting live on the KURA's website at <https://www.ketchumura.org/kura/meetings> or observe the meeting live outside of the building.

If you would like to comment on an agenda item, please submit your comment to info@ketchumura.org by noon the day of the meeting. Comments will be provided to the Ketchum Urban Renewal Agency.

If you would like to phone in and provide comment on the BUDGET PUBLIC HEARING on the agenda, please dial the number below. You will be called upon for comment during that agenda item.

If you would like to provide comment on the BUDGET PUBLIC HEARING on the agenda in person, you may speak to the Commissioners when called upon but must leave the room after speaking and observe the meeting outside City Hall.

**Dial-in: +1 253 215 8782
Meeting ID: 916 1648 5039**

CALL TO ORDER

ROLL CALL

CONSENT CALENDAR: (ALL ACTION ITEMS)

- 1. Approval of Minutes: August 27, 2020 - Special meeting**
- 2. Approval of current bills: see packet**
- 3. Approval of Contract 50063 with Workman & Company for Audit Services - Grant Gager, Treasurer**

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS

DISCUSSION ITEMS



- [4.](#) ACTION ITEM: Recommendation to adopt Resolution 20-URA05 and Agreement 50056 between the KURA and Sun Valley Culinary Institute
- [5.](#) ACTION ITEM: Recommendation to adopt Resolution 20-URA06 and Agreement 50064 between the KURA and Sun Valley Economic Development
- [6.](#) ACTION ITEM: Recommendation to adopt Resolution 20-URA07 and Owner Participation Agreement 50066 between the KURA and Dave Wilson, Managing Member of Sun Valley and First LLC
- [7.](#) ACTION ITEM: Recommendation to provide direction on funding request by Mt. Land Design located at 111 Washington Avenue
- [8.](#) ACTION ITEM: Discussion and direction to staff on installation of a HAWK signal at the intersection of 4th Street and Main Street

ADJOURNMENT



Ketchum Urban Renewal Agency

480 East Avenue North
Ketchum, ID 83340
<http://ketchumura.org/>

Regular Meeting

~ Minutes ~

Admin

Thursday, August 27, 2020

10:00 AM

Ketchum City Hall

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Dial-in: 1 346- 248 7799
Meeting ID: 922 9158 0476

CALL TO ORDER

Chair Susan Scovell called the meeting to order at 10:05 am.

ROLL CALL

PRESENT

Chair Susan Scovell – Present by teleconference
Vice Chair Ed Johnson – Present by teleconference
Commissioner Amanda Breen – Present by teleconference
Commissioner Casey Dove – Present by teleconference
Commissioner Jim Slanetz

ABSENT

Commissioner Carson Palmer

ALSO PRESENT

CONSENT CALENDAR: (ALL ACTION ITEMS)

1. Approval of Minutes: August 17, 2020 regular meeting

Chair Susan Scovell asked for a correction to the minutes regarding Commissioner Amanda Breen's comments on page 3 regarding parking.

Motion to approve minutes with noted correction.

Motion made by Chair Scovell, Seconded by Commissioner Breen.

Voting Yea: Chair Scovell, Vice Chair Johnson, Commissioner Breen, Commissioner Dove, Commissioner Slanetz

2. Approval of current bills: see packet

Treasurer Grant Gager explained the Owner Participation Agreement with Kneebone in the payables. Vice-Chair Ed Johnson questioned where the KURA stands with the funding of the previously approved contracts for this year. Treasurer Grant Gager explained that the sidewalk repairs are ongoing, and the HAWK System bills have just started to come in. Ed Johnson questioned the charge for the bollards? Grant Gager will have the Executive Director bring a report to the next meeting.

Motion to approve the bills

Motion made by Vice Chair Johnson, Seconded by Commissioner Dove.

Voting Yea: Chair Scovell, Vice Chair Johnson, Commissioner Breen, Commissioner Dove, Commissioner Slanetz

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS

DISCUSSION ITEMS

3. ACTION ITEM: Recommendation to adopt the FY20/21 Proposed Budget - Treasurer Grant Gager

Attorney Ryan Armbruster explained this is the public hearing.

Chair Susan Scovell opened the meeting for public comment. Treasurer Grant Gager advised that no written public comment has been received, nobody is outside the building or on the public line.

Treasurer Grant Gager asked the Commissioners for a motion. Commissioner Jim Slanetz questioned the amount of money the KURA has for infrastructure for sidewalks. He suggested some of the funding go into a reserve for things that the KURA may be asked to help with this year, the sidewalks could be done later. Jim Slanetz suggested

\$500,000 be put in a reserve. Ed Johnson talked about the reserves and suggested that funding projects should come out of Economic Development. He would like to continue funding the sidewalk projects.

Attorney Ryan Armbruster explained that the commission is not compelled to spend all the budgeted funds. He does not believe we need to make any changes. Treasurer Grant Gager confirmed that anything not spent will be put back in the fund and can be spent in future years. He also explained that property taxes are paid a year in arrears. Commissioner Ed Johnson advised that the revenue side is based on valuation. This may be a different conversation in 2021 due to the property values. Ryan Armbruster talked about the assessed value and the levy rates. He advised the levy rates will not be out until the 2nd week in September. Grant Gager explained property tax payment uncertainty in these times, and how he factored that into the revenue side of the budget.

Motion to adopt Resolution No. 20-URA04, The Annual Appropriation Resolution appropriating sums of money authorized by law and deemed necessary to defray all expenses and liabilities of the Urban Renewal Agency, for the Fiscal Year commencing October 1, 202, and ending September 30, 2021, for all general, special and corporate purposes; directing the Executive Director to submit said budget; and proving an effective date.

***Motion made by Commissioner Breen, Seconded by Commissioner Slanetz.
Voting Yea: Chair Scovell, Vice Chair Johnson, Commissioner Breen, Commissioner Dove, Commissioner Slanetz***

ADJOURNMENT

Motion to adjourn at 10:20 am.

***Motion made by Vice Chair Johnson, Seconded by Commissioner Breen.
Voting Yea: Chair Scovell, Vice Chair Johnson, Commissioner Breen, Commissioner Dove, Commissioner Slanetz***

Susan Scovell, Chair

ATTEST:

Robin Crotty, Secretary

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	187425	General Representation August 2020	1,793.05
S & C ASSOCIATES LLC	1724 - 1749	20-1029	2,050.00
98-4410-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0831	10002196 083120	408.80
98-4410-7100 INFRASTRUCTURE PROJECTS			
COATINGS PLUS	19000	HAWK Pole Coatings	1,466.00
ECONOLITE CONTROL PRODUC	158506	Hawk Supplies	1,360.00
ECONOLITE CONTROL PRODUC	158761	Hawk Supplies	320.00
GREAT SCOT CREATIONS	2155	Light Pole Modifications	1,858.83
Total URBAN RENEWAL EXPENDITURES:			9,256.68
Total URBAN RENEWAL AGENCY:			9,256.68
Grand Totals:			9,256.68



Ketchum Urban Renewal Agency

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

September 21, 2020

Chairwoman Scovell and Board of Commissioners
City of Ketchum
Ketchum, Idaho

Chairwoman Scovell and Board of Commissioners:

Recommendation to Accept Engagement Letter From Workman & Company for Audit Services

Introduction/History

The Ketchum URA is required under section 50-2006 of the Idaho Statutes to conduct a full and complete audit of the financial statements each fiscal year. The URA has used Dennis R. Brown CPA as its auditor for the last several years and staff seeks to continue that relationship for the current fiscal year. The institutional knowledge of the current audit team will provide the Commissioners a basis for comparative financial analysis of the URA.

Current Report

The audit team expects to begin in early November with a completed audit in January 2021.

Financial Requirement/Impact

The FY 21 proposed budget includes funding for the audit.

Recommendation

I respectfully recommend that the Board of Commissioners accept the engagement letter from Workman & Company for FY 20 audit services.

Recommended Motion

"I move to approve the engagement letter with Workman & Company for audit services for fiscal year 2020."

WORKMAN & COMPANY

Office of
Accounting

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

September 10, 2020

Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, Idaho 83340

We are pleased to confirm our understanding of the services we are to provide the Ketchum Urban Renewal Agency (Agency) for the year ended September 30, 2020. We will audit the financial statements of the governmental activities including the related notes to the financial statements, which collectively comprise the basic financial statements of the Ketchum Urban Renewal Agency as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Agency's basic financial statements. The Agency has determined not to include this MD&A as part of its financial statements. Such other RSI, 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. As part of our engagement, we will apply certain limited procedures to the Agency's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist 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 will 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. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis (Not Included)
- 2) Budgetary Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Agency and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Agency's financial statements. Our report will be addressed to the Board of Directors of the Ketchum Urban Renewal Agency. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing

of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Agency is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditor is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Agency in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies

of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Ketchum Urban Renewal Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Workman & Company, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Workman & Company CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 2, 2020 and to issue our reports no later than January 31, 2021. This estimate annually is based on availability of records and cooperation of Agency personnel. Brady Workman is the engagement manager and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 1,800 for fiscal year 2020. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Ketchum Urban Renewal Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Workman & Company

Workman & Company
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Ketchum Urban Renewal Agency.

By: _____

Title: _____

Date: _____



Ketchum Urban Renewal Agency

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

September 21, 2020

Chairman and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Chairman and URA Commissioners:

RECOMMENDATION TO APPROVE RESOLUTION 20-URA05 and AGREEMENT #50065 BETWEEN THE KURA AND SUN VALLEY CULINARY INSTITUTE

Introduction/History

The Sun Valley Culinary Institute requested, and the KURA tentatively approved, funding in the amount of \$14,000 for use in FY 20/21. The funding will support services as identified in Exhibit A of the proposed Agreement.

Current Report

The KURA Board has expressed interest in supporting the Culinary Institute located in the City of Ketchum. The location is at the northwest corner of Main Street and Second Street in Ketchum. The proposed contract is similar to the contract approved by the Board in FY 19/20. Attached to this report is a redlined version of the contract showing the proposed changes. At the request of Board member Johnson, payments would occur after the classes have taken place.

Financial Requirement/Impact

The KURA funding is \$14,000. This funding is available in the FY 20/21 budget.

Recommendation

Staff recommends the KURA adopt the following motion:

I move to adopt Resolution 20-URA05 to approve Agreement 50065 between the KURA and Sun Valley Culinary Institute.

Attachment A: Resolution 20-URA05
Attachment B: Agreement #50065

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE CONTRACT FOR SERVICES BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND THE SUN VALLEY CULINARY INSTITUTE, INC., AUTHORIZING THE EXECUTION OF THE CONTRACT FOR SERVICES BY THE CHAIR OR VICE-CHAIR AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE CONTRACT FOR SERVICES; AUTHORIZING THE ADMINISTRATOR/EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE CONTRACT FOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council (“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, through implementing the Amended Plan, Agency seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902;

WHEREAS, in furtherance of these goals, Agency seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area;

WHEREAS, the Sun Valley Culinary Institute, Inc., an Idaho non-profit corporation (the “Culinary Institute”) offers culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community’s food systems and partners with local organizations to promote healthy living programs.

WHEREAS, supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

WHEREAS, Agency desires to contract with the Culinary Institute for professional services to provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. Agency believes these services to promote this training will positively affect development and land use decisions within Agency’s Revenue Allocation Area. Agency further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

WHEREAS, the parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for Agency for culinary arts training and job development. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

WHEREAS, Agency staff has prepared a Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, setting forth the details concerning the scope of work the Culinary Institute shall perform and the compensation to be paid by the Agency for the same;

WHEREAS, Agency staff recommends approval of the Contract for Services by the Agency Board;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Contract for Services.

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

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

Section 2: That the Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chair, Vice-Chair, and Secretary are hereby authorized to sign and enter into the Contract for Services and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Contract for Services subject to representations by Agency staff and Agency's legal counsel that all conditions precedent to actions contemplated in the Contract for Services, and any necessary technical changes to the Contract for Services, or other documents, are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Contract for Services and the comments and discussions received at the September 21, 2020, Agency Board meeting; the Administrator/Executive Director is further authorized to appropriate any and all funds contemplated by the Contract for Services and to perform any and all other duties required pursuant to said Contract for Services.

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

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on September 21, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 21, 2020.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Susan Scovell, Chair

ATTEST:

By _____
Secretary

4842-0569-3131, v. 1

CONTRACT FOR SERVICES 50065

THIS CONTRACT FOR SERVICES ("Agreement") by and between the KETCHUM URBAN RENEWAL AGENCY, an independent public body corporate and politic, authorized and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") (hereinafter referred to as "KURA") and the Sun Valley Culinary Institute, Inc., an Idaho non-profit corporation (the "Culinary Institute"). Collectively, KURA and the Culinary Institute may be referred to as the "Parties."

RECITALS

A. The City Council of the City of Ketchum (the "City Council") by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "Plan") to be administered by KURA. Subsequently, the Plan was amended upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010 and deemed effective on November 24, 2010 (the "Amended Plan").

B. Through implementing the Amended Plan, KURA seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902.

C. In furtherance of these goals, KURA seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area.

D. The Culinary Institute will be located at 211 N. Main Street in Ketchum and will offer culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community's food systems and partners with local organizations to promote healthy living programs.

E. Supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

F. KURA desires to contract with the Culinary Institute for professional services to

provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. KURA believes these services to promote this training will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

G. The parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for KURA for culinary arts training and job development located at 211 N Main Street in Ketchum. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

H. Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, KURA and the Culinary Institute, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay the Culinary Institute an amount not to exceed fourteen thousand dollars (\$14,000) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2020, until September 30, 2021.
3. Scope of Services. The Parties hereby agree that Culinary Institute shall provide the following services:
 - a. The Culinary Institute shall be located at 211 N Main Street in Ketchum
 - b. The Culinary Institute shall provide Professional Short Courses consistent with Exhibit A.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
 - a. Quarterly Report of Activities. The Culinary Institute shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the "Quarterly Report"). The

Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.

- b. Budget. Within thirty (30) days after the execution of this Agreement, the Culinary Institute shall submit its program objectives and schedule to KURA, in a form which is satisfactory to KURA. The Culinary Institute shall also submit its 2021 Operating Budget to KURA when such budget has been approved by the Culinary Institute Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
- c. Program Documents. Within fifteen days (15) days after execution of this Agreement, the Culinary Institute shall submit to KURA its organizational and programing documents.
- d. Financial Accounting and Reporting Requirements. The Culinary Institute shall submit to KURA a year-end financial statement within ninety (90) days of the Culinary Institute's fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to the Culinary Institute under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of the Culinary Institute's financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of the Culinary Institute only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Culinary Institute shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
- e. General Requests. Upon request, and within a reasonable time period, the Culinary Institute shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
- f. Retention of Records. The Culinary Institute agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by the Culinary Institute under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Culinary Institute.

5. Payments. The Culinary Institute shall be entitled to the consideration described in Section 1 of this Agreement for the Culinary Institute facility located at 211 N. Main Street in Ketchum. To receive payments for the services described in Section 3 of this Agreement, the Culinary Institute shall submit invoices after the Professional Short Courses have occurred and requests for payment to reimburse for expenses related to the Professional Short Courses to the KURA Board for review and authorization. Upon acceptance of the payment request by the KURA Board payment shall be made within thirty (30) days.
6. Record of Funds. In order to insure proper financial accountability, the Culinary Institute shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Culinary Institute by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Culinary Institute activities or purposes other than for operations and activities in conformance with this Agreement.
7. Miscellaneous Provisions.
 - a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Culinary Institute
Paul Hineman, Executive Director
PO Box 3088
Sun Valley, Idaho 833353

All notices of changes of addresses shall be sent in the same manner.
 - b. Termination.
 - i. The Parties hereto covenant and agree that in the event KURA, in its sole and absolute discretion, lacks sufficient funds to continue paying for the Culinary Institute's services under this Agreement,

KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Culinary Institute shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.

- ii. If the Culinary Institute shall fail to fulfill its obligations in compliance with the Scope of Services as set forth in Section 3, or if the Culinary Institute shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement effective immediately. If this Agreement is terminated for cause, the Culinary Institute shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

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

- c. Independent Contractor. KURA and the Culinary Institute hereby agree that the Culinary Institute shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. The Culinary Institute, its agents and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. The Culinary Institute shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to the Culinary Institute under this Agreement and for the Culinary Institute's payments for work performed in performance of this Agreement by the Culinary Institute, its agents and employees; and the Culinary Institute hereby releases, holds

harmless and agrees to indemnify KURA from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

The Culinary Institute shall determine the means by which it accomplishes the work outlined in the Agreement. KURA agrees that it will have no right to control or direct the method, manner, or means by which the Culinary Institute accomplishes the results of the services performed hereunder. The Culinary Institute has no obligation to work any particular hours or days or any particular number of hours or days. The Culinary Institute agrees, however, that his or her other contracts and/or services shall not interfere with the performance of his or her services under this Agreement. KURA agrees to coordinate project schedules and respective commencements and deadlines with the Culinary Institute.

The Culinary Institute shall supply, at the Culinary Institute's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

- d. Compliance with Laws/Public Records. The Culinary Institute acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. The Culinary Institute will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. The Culinary Institute further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by the Culinary Institute, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. The Culinary Institute shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Culinary Institute.

- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of the Culinary Institute, who has decision-making authority or immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Culinary Institute shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

Ketchum Urban Renewal Agency

Sun Valley Culinary Institute, Inc.

Chair, Susan Scovell

Paul Hineman, Executive Director

Date_____

Date_____

ATTEST:

Robin Crotty, Agency Secretary

EXHIBIT A

	FY21 Activity	KURA Relevance	Participants	Timing	Quantities/Scale	Expenditure Detail	Projected Costs
1	Professional Short Courses	upskilling for back- and front of house restaurant staff in tight labor market; gap filling for suspended J1 visa program	Blaine Co School District culinary track students Existing front or back of house staff Stepping stone to full time program	Pre-season dates in Dec, Apr and/or May	1-2 classes per month depending on season & demand 2 - 3 days per class 4-8 participants per class 2 - 4 hrs per class depending on type Expected 25% co-pay per participating partner	Development of curriculum Instructor teaching per diems Food costs Facility access fees Recruitment & Advertising	\$ 14,000
						FY21 SVCI Request	\$ 14,000

CONTRACT FOR SERVICES 50065

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RECITALS

A. The City Council of the City of Ketchum (the "City Council") by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "Plan") to be administered by KURA. Subsequently, the Plan was amended upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010 and deemed effective on November 24, 2010 (the "Amended Plan").

B. Through implementing the Amended Plan, KURA seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902.

C. In furtherance of these goals, KURA seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area.

D. The Culinary Institute will be located at 211 N. Main Street in Ketchum and will offer culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community's food systems and partners with local organizations to promote healthy living programs.

E. Supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

F. KURA desires to contract with the Culinary Institute for professional services to

provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. KURA believes these services to promote this training will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

G. The parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for KURA for culinary arts training and job development located at 211 N Main Street in Ketchum. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

H. Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, KURA and the Culinary Institute, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay the Culinary Institute an amount not to exceed ~~twenty five thousand dollars (\$25,000)~~ fourteen thousand dollars (\$14,000) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 20~~2019~~, until September 30, 20~~2120~~.
3. Scope of Services. The Parties hereby agree that Culinary Institute shall provide the following services:
 - a. The Culinary Institute shall be located at 211 N Main Street in Ketchum
 - ~~a-b.~~ The Culinary Institute shall provide Professional Short Courses consistent with Exhibit A.
 - ~~b.~~ Prepare and develop a curriculum to be used by the Sun Valley Culinary Institute for an amount not too exceed \$10,000.
 - ~~c.~~ Provide consulting services in the amount not too exceed \$10,000.
 - ~~d.~~ Reimbursement for building permits to remodel the building located at 211 N Main Street, Ketchum, Idaho into a Culinary Institute or other expenses or services as approved by the KURA.

4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
- a. Quarterly Report of Activities. The Culinary Institute shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the “Quarterly Report”). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.
 - b. Budget. Within thirty (30) days after the execution of this Agreement, the Culinary Institute shall submit its program objectives and schedule to KURA, in a form which is satisfactory to KURA. The Culinary Institute shall also submit its 20~~21~~²⁰ Operating Budget to KURA when such budget has been approved by the Culinary Institute Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - c. Program Documents. Within fifteen days (15) days after execution of this Agreement, the Culinary Institute shall submit to KURA its organizational and programing documents.
 - d. Financial Accounting and Reporting Requirements. The Culinary Institute shall submit to KURA a year-end financial statement within ninety (90) days of the Culinary Institute’s fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to the Culinary Institute under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of the Culinary Institute’s financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of the Culinary Institute only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Culinary Institute shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
 - e. General Requests. Upon request, and within a reasonable time period, the Culinary Institute shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
 - f. Retention of Records. The Culinary Institute agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this

Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by the Culinary Institute under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Culinary Institute.

~~5.~~ Payments. The Culinary Institute shall be entitled to the consideration described in Section 1 of this Agreement for the Culinary Institute facility located at 211 N. Main Street in Ketchum. To receive payments for the services described in Section 3 of this Agreement, the Culinary Institute shall submit invoices after the Professional Short Courses have occurred and requests for payment to reimburse for expenses related to the Professional Short Courses ~~for the services described in Paragraph 3 of the Agreement~~ to the KURA Board for review and authorization. Upon acceptance of the payment request by the KURA Board, payment shall be made within thirty (30) days. ~~Prior to issuance of a certificate of occupancy for the building, total payments may not exceed twelve thousand five hundred dollars (\$12,500).~~

~~6.5.~~ Record of Funds. In order to insure proper financial accountability, the Culinary Institute shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Culinary Institute by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Culinary Institute activities or purposes other than for operations and activities in conformance with this Agreement.

~~7.6.~~ Miscellaneous Provisions.

- a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Culinary Institute
Paul Hineman, Executive Director
PO Box 3088
Sun Valley, Idaho 833353

All notices of changes of addresses shall be sent in the same manner.

b. Termination.

- i. The Parties hereto covenant and agree that in the event KURA, in its sole and absolute discretion, lacks sufficient funds to continue paying for the Culinary Institute's services under this Agreement, KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Culinary Institute shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.
- ii. If the Culinary Institute shall fail to fulfill its obligations in compliance with the Scope of Services as set forth in Section 3, or if the Culinary Institute shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement effective immediately. If this Agreement is terminated for cause, the Culinary Institute shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

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

- c. Independent Contractor. KURA and the Culinary Institute hereby agree that the Culinary Institute shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. The Culinary Institute, its agents

and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. The Culinary Institute shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to the Culinary Institute under this Agreement and for the Culinary Institute's payments for work performed in performance of this Agreement by the Culinary Institute, its agents and employees; and the Culinary Institute hereby releases, holds harmless and agrees to indemnify KURA from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

The Culinary Institute shall determine the means by which it accomplishes the work outlined in the Agreement. KURA agrees that it will have no right to control or direct the method, manner, or means by which the Culinary Institute accomplishes the results of the services performed hereunder. The Culinary Institute has no obligation to work any particular hours or days or any particular number of hours or days. The Culinary Institute agrees, however, that his or her other contracts and/or services shall not interfere with the performance of his or her services under this Agreement. KURA agrees to coordinate project schedules and respective commencements and deadlines with the Culinary Institute.

The Culinary Institute shall supply, at the Culinary Institute's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

- d. Compliance with Laws/Public Records. The Culinary Institute acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. The Culinary Institute will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. The Culinary Institute further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by the Culinary Institute, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. The Culinary Institute shall indemnify, defend

and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Culinary Institute.

- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of the Culinary Institute, who has decision-making authority or immediate family member of such

individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Culinary Institute shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

Ketchum Urban Renewal Agency

Sun Valley Culinary Institute, Inc.

Chair, Susan Scovell

Paul Hineman, Executive Director

Date_____

Date_____

ATTEST:

Robin Crotty, Agency Secretary

EXHIBIT A

	FY21 Activity	KURA Relevance	Participants	Timing	Quantities/Scale	Expenditure Detail	Projected Costs
1	Professional Short Courses	upskilling for back- and front of house restaurant staff in tight labor market; gap filling for suspended J1 visa program	Blaine Co School District culinary track students Existing front or back of house staff Stepping stone to full time program	Pre-season dates in Dec, Apr and/or May	1-2 classes per month depending on season & demand 2 - 3 days per class 4-8 participants per class 2 - 4 hrs per class depending on type Expected 25% co-pay per participating partner	Development of curriculum Instructor teaching per diems Food costs Facility access fees Recruitment & Advertising	\$ 14,000
						FY21 SVCI Request	\$ 14,000



Ketchum Urban Renewal Agency

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

September 21, 2020

Chairman and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Chair and URA Commissioners:

Approval of Resolution 20-URA06 and Agreement 50064 for Services with Sun Valley Economic Development

Background

The KURA has identified in the FY 20/21 budget \$15,000 towards a contract for services with SVED. SVED is obligated to present their updates to the board every quarter and request a quarterly payment if the Board finds SVED has met the obligations of the Agreement.

Current Report

The proposed Agreement is identical to previous Agreements, the dates have been changed to reflect the new fiscal year and a new scope of work is attached.

Financial Requirement/Impact

With the adoption of the FY 20/21 budget, there will be sufficient funds to support this Agreement.

Recommendation

Staff recommends the board approve Resolution 20-URA05 and Agreement 50064 and adopt the following motion:

"I move to approve Resolution 20-URA06 and Agreement 50064 with Sun Valley Economic Development and authorize the Chair to sign the Agreement."

Attachments:

Resolution 20-URA06
Agreement 50064

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE CONTRACT FOR SERVICES BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND SUN VALLEY ECONOMIC DEVELOPMENT CORP., AUTHORIZING THE EXECUTION OF THE CONTRACT FOR SERVICES BY THE CHAIR OR VICE-CHAIR AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE CONTRACT FOR SERVICES; AUTHORIZING THE ADMINISTRATOR/EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE CONTRACT FOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council (“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, through implementing the Amended Plan, Agency seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902;

WHEREAS, in furtherance of these goals, Agency seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area;

WHEREAS, Sun Valley Economic Development Corp. (“SVED”) provides projects and services with the goals of attracting new businesses and jobs, promoting business growth and success, educating and advocating on critical business issues, enhancing the economic impact of existing assets, attracting visitors and events and increasing overall economic activity;

WHEREAS, SVED’s stated mission is “to create a thriving, diversified, year-round economy for the Sun Valley Region”;

WHEREAS, supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act;

WHEREAS, Agency desires to contract with SVED for professional services to provide economic development support through business and land development efforts within the Revenue Allocation Area. Through increased business attraction and expansion, infrastructure improvements and project development within the Revenue Allocation Area, the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area is expected to increase. Agency believes these services to promote business development will positively affect development and land use decisions within Agency’s Revenue Allocation Area. Agency further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

WHEREAS, the parties specifically acknowledge and agree that all funds paid to SVED under this Agreement shall be used solely to provide services for Agency for business attraction and expansion, support of infrastructure improvements, advice and support on housing improvement projects and identification and support of community partnerships within the Revenue Allocation Area. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

WHEREAS, Agency staff has prepared a Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, setting forth the details concerning the scope of work SVED shall perform and the compensation to be paid by the Agency for the same;

WHEREAS, Agency staff recommends approval of the Contract for Services by the Agency Board;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Contract for Services.

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

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

Section 2: That the Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chair, Vice-Chair, and Secretary are hereby authorized to sign and enter into the Contract for Services and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Contract for Services subject to representations by Agency staff and Agency's legal counsel that all conditions precedent to actions contemplated in the Contract for Services, and any necessary technical changes to the Contract for Services, or other documents, are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Contract for Services and the comments and discussions received at the September 21, 2020, Agency Board meeting; the Administrator/Executive Director is further authorized to appropriate any and all funds contemplated by the Contract for Services and to perform any and all other duties required pursuant to said Contract for Services.

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

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on September 21, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 21, 2020.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Susan Scovell, Chair

ATTEST:

By _____
Secretary

4831-6583-3419, v. 1

CONTRACT FOR SERVICES 50064

THIS CONTRACT FOR SERVICES ("Agreement") by and between the KETCHUM URBAN RENEWAL AGENCY, an independent public body corporate and politic, authorized and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") (hereinafter referred to as "KURA") and the Sun Valley Economic Development Corp., an Idaho non-profit corporation (hereinafter referred to as "SVED"). Collectively, KURA and SVED may be referred to as the "Parties."

RECITALS

A. The City Council of the City of Ketchum (the "City Council") by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "Plan") to be administered by KURA. Subsequently, the Plan was amended upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010 and deemed effective on November 24, 2010 (the "Amended Plan").

B. Through implementing the Amended Plan, KURA seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902.

C. In furtherance of these goals, KURA seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area.

D. SVED provides projects and services with the goals of attracting new businesses and jobs, promoting business growth and success, educating and advocating on critical business issues, enhancing the economic impact of existing assets, attracting visitors and events and increasing overall economic activity.

E. SVED's stated mission is "to create a thriving, diversified, year-round economy for the Sun Valley Region."

F. Supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

G. KURA desires to contract with SVED for professional services to provide

economic development support through business and land development efforts within the Revenue Allocation Area. Through increased business attraction and expansion, infrastructure improvements and project development within the Revenue Allocation Area, the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area is expected to increase. KURA believes these services to promote business development will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

H. The parties specifically acknowledge and agree that all funds paid to SVED under this Agreement shall be used solely to provide services for KURA for business attraction and expansion, support of infrastructure improvements, advice and support on housing improvement projects and identification and support of community partnerships within the Revenue Allocation Area. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

I. Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, KURA and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay SVED an amount not to exceed fifteen thousand (\$15,000.00) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2020, until September 30, 2021.
3. Scope of Services. The Parties hereby agree that SVED shall provide certain services to KURA as set forth in the Scope of Services attached hereto as Exhibit A.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
 - a. Quarterly Report of Activities. SVED shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the "Quarterly Report"). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.

- b. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit its 2020 Year-to-Date P&L and Balance Sheet to KURA, in a form which is satisfactory to KURA, showing income, expenses and particular fund balances. SVED shall submit its 2021 Operating Budget to KURA when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - c. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to KURA IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - d. Financial Accounting and Reporting Requirements. SVED shall submit to KURA a year-end financial statement within ninety (90) days of SVED's fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to SVED under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of SVED's financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
 - e. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
 - f. Retention of Records. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.
5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the Quarterly Reports described in paragraph 4(a) of this Agreement. Upon acceptance of the Quarterly Reports by the KURA Board, payment shall be made within thirty (30) days. The amount of each

quarterly payment to be paid to SVED shall be three thousand seven hundred fifty and 00/100 (\$3,750.00).

6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

- a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Economic Development Corp.
PO Box 3893
Ketchum, ID 83340

All notices of changes of addresses shall be sent in the same manner.

- b. Termination.
 - i. The Parties hereto covenant and agree that in the event KURA, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.
 - ii. If SVED shall fail to fulfill its obligations in compliance with the

Scope of Services as set forth in Section 3, or if SVED shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement effective immediately. If this Agreement is terminated for cause, SVED shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

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

- c. Independent Contractor. KURA and SVED hereby agree that the SVED shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify KURA from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

KURA shall determine the work to be done by SVED, but SVED shall determine the legal means by which it accomplishes the work specified by KURA. KURA agrees that it will have no right to control or direct the method, manner, or means by which SVED accomplishes the results of the services performed hereunder. SVED has no obligation to work any particular hours or days or any particular number of hours or days. SVED agrees, however, that his or her other contracts and/or services shall not interfere with the performance of his or her services under this Agreement. KURA agrees to coordinate project schedules and respective

commencements and deadlines with SVED.

SVED shall supply, at SVED's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

- d. Compliance with Laws/Public Records. SVED acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. SVED will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. SVED further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of SVED, who has decision-making authority or immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

Ketchum Urban Renewal Agency

Sun Valley Economic Development Corp.

Chair

Harry Griffith, Executive Director

Date_____

Date_____

ATTEST: _____
Robin Crotty, Agency Secretary

ANNUAL PERFORMANCE CRITERIA

Performance Objective Number	Action Plan Category	Performance Criteria	Target Date for Delivery
1	Business Attraction, Expansion, Retention and/or Creation	Deliver improved annual economic profiles	15-Sep-20
2		Activate Housing Ready Team 3+ times	30-Dec-20
3		Support business response & recovery from Covid19	30-Dec-20
4		Introduce/propose 5 State/Local incentive programs to help local businesses	30-Dec-20
5		Participate in/Develop Talent Pipeline Mngmt program(s)	15-Sep-20
6		Develop rural relocation attraction/welcome program	30-Dec-20
7		Secure certificate of occupancy for culinary institute opening	30-Mar-20
8	Place Making	Provide strategic and/or analytical support for 3 community events	30-Dec-20
9		Conduct a minimum of 2 annual conversations with each City government/representative	30-Dec-20
10	Training	Attend 2 Southern Idaho Economic Development & 2 Idaho Economic Development Association events	30-Dec-20
11		Participate in 5 Virtual Roundtables or other Commerce training activities	30-Dec-20
12	Other	Visit 10 existing or new member businesses per month	30-Dec-20
13		Secure 5 new members for year	30-Dec-20
14		Maintain YE membership at 115	30-Dec-20
15		Deliver positive YE operating income, along with budgeted Forum & Summit outcomes	30-Dec-20



Ketchum Urban Renewal Agency

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

September 21, 2020

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Recommendation to adopt Resolution 20-URA07 and approve Owner Participation Agreement 50066 in the amount of \$90,000 for improvements at 311 First Avenue

Introduction/History

On June 15, 2020 the KURA approved funding in the amount of \$90,000 for improvements within the public right of way located at 311 First Avenue.

The proposed improvements are located at the corner of Sun Valley Road and First Avenue, the site of the “Old Post Office” and prior location of the Ketchum Innovation Center. The building is undergoing a significant remodel and transforming into a mixed-use development containing commercial uses on the ground floor, two second floor penthouses, and two community housing units on the ground floor fronting Sun Valley Road.

The owner requested KURA funding to reimburse costs to install heated pavers for the Sun Valley Road and First Avenue sidewalks around the project, replace the curb and gutter around the site, install street trees and irrigation, reconfigure the bulb-out and repair the street asphalt, and install street furniture such as a bench and trash container. The Board approved up to \$90,000 in funding for a period of 30 months.

Proposed OPA Agreement

The attached OPA reflects a substantive change requested by the Participant’s attorney to the Agreement prepared by the KURA attorney.

The change involves the Indemnity text in Section 16 of the Agreement on the bottom of page 8. The concept of a Legality Claim is new to the OPA agreement form that have been used for KURA and other agencies of late. The genesis of the new language is trying to protect an agency, which after entering into this type of an agreement, gets

sued by a third party arguing this type of reimbursement or participation is illegal. The Legality Claim could assert the invalidity of the right to participate/reimburse, or challenge the way in which the public improvements are being constructed without going through a formal bidding process. As an agency is responding to a request made by the participant/owner, requiring the participant to defend the agency's action seems appropriate.

What the Participant's attorney is proposing, in essence, is a cap on fees/damages where the Participant can simply agree to return the funds received to KURA, waive the right to any further reimbursement and KURA is on its own to defend whatever Legality Claim has been filed. If a legality claim is filed shortly after the agreement is approved there would be no reimbursement, but the Participant would need to waive any right to reimbursement. In that instance, KURA would not be obligated to pay the \$90,000. As the maximum amount to be reimbursed is \$90,000,

Ryan Armbruster will be available at the meeting for further clarification of this issue. It will be the decision of the Board if the requested modification by the Participant's attorney should be included in the agreement.

Recommendation and Motion

I move to approve Resolution 20-URA07 and Owner Participation Agreement 50066 for 311 First Avenue.

Attachments:

Resolution 20-URA07

Agreement 50066

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, AUTHORIZING AGENCY TO ENTER INTO A REIMBURSEMENT PARTICIPATION AGREEMENT WITH SUN VALLEY & FIRST, LLC; AUTHORIZING THE CHAIRMAN OR ADMINISTRATOR AND THE SECRETARY OF AGENCY TO TAKE APPROPRIATE ACTION; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

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

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

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

WHEREAS, Sun Valley & First, LLC (“Participant”) owns or controls certain real property located at 311 First Avenue, Ketchum, Idaho (the “Project Site”) which is more accurately depicted as Lot 4, Block 57, Ketchum Townsite. The Project Site will be redeveloped and improved resulting in an upgraded residential and commercial building (the “Participant’s Project”);

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

WHEREAS, the Participant’s Project and the Improvement Project are located in the Amended Plan area, which consists of the 2006 Plan approved by the City Council on November 15, 2006, and the Amended Plan approved by the City Council on November 15, 2010

(“Ketchum Urban Renewal District”). The Amended Plan includes various measures to mitigate and remediate the Ketchum Urban Renewal District. The Agency has also previously adopted a Participation Policy;

WHEREAS the Improvement Project includes improvements of public infrastructure to replace gutter and install heated sidewalks and street trees along First Avenue and Sun Valley Road, adjacent to the Project Site along with certain utility improvements, roadway paving, and a street light, that are consistent with the objectives of the Amended Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District. Participant’s Improvement Project includes upgrades or enhanced improvements beyond city of Ketchum requirements;

WHEREAS, Participant has filed an application for funding as set forth in the Participation Policy. Participant qualifies for certain funding under the Participation Policy. Participant acknowledges it did not timely file an application for funding within thirty (30) days of its filing for a building permit for the Participant’s Project, which is one of the criteria for compliance with the Agency’s Participation Policy. Based on the Participant’s Project and the Improvement Project, Agency hereby agrees to the waiver of the timeliness of the application given the Participant filed an application within approximately one hundred (100) days of the filing for a building permit and within fifty (50) days of the issuance of the building permit;

WHEREAS, the Improvement Project, while not specifically identified in the Amended Plan, consists of traditional infrastructure improvement which will be of benefit to the public and achieve the overall objectives of the Amended Plan;

WHEREAS, Agency deems it appropriate to assist the development of the Improvement Project to achieve the objectives set forth in the Amended Plan;

WHEREAS, Agency and Participant have negotiated the terms of a Reimbursement Participation Agreement, attached hereto as Exhibit A, which sets forth the obligations of Agency and Participant, concerning the reimbursement by Agency to Participant for construction of the Improvement Project;

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

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

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

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

Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Reimbursement Participation Agreement and to execute all necessary documents required to implement the actions contemplated by the Reimbursement Participation Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Reimbursement Participation Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Reimbursement Participation Agreement and the comments and discussions received at the September 21, 2020, Agency Board meeting; Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on September 21, 2020. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on September 21, 2020.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Susan Scovell, Chair

ATTEST:

By _____
Secretary

4836-2635-5147, v. 1

REIMBURSEMENT PARTICIPATION AGREEMENT 20518

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

RECITALS

A. Participant owns or controls certain real property located at 311 First Avenue, Ketchum, Idaho (the "Project Site") which is more accurately depicted as Lot 4, Block 57, Ketchum Townsite. The Project Site will be redeveloped and improved resulting in an upgraded residential and commercial building as more particularly described on attached **Exhibit A** (the "Participant's Project").

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

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

D. The Improvement Project includes improvements of public infrastructure to replace gutter and install heated sidewalks and street trees along First Avenue and Sun Valley Road, adjacent to the Project Site along with certain utility improvements, roadway paving, and a street light, that are consistent with the objectives of the Plan. The Improvement Project will contribute to enhancing and revitalizing the Ketchum Urban Renewal District. Participant's Improvement Project includes upgrades or enhanced improvements beyond city of Ketchum requirements.

E. Participant has filed an application for funding as set forth in the Participation Policy. Participant qualifies for certain funding under the Participation Policy. Participant acknowledges it did not timely file an application for funding within thirty (30) days of its filing for a building permit for the Participant's Project, which is one of the criteria for compliance with the Agency's Participation Policy. Based on the Participant's Project and the Improvement Project, Agency hereby agrees to the waiver of the timeliness of the application given the Participant filed an application within approximately one hundred (100) days of the filing for a building permit and within fifty (50) days of the issuance of the building permit.

F. The Improvement Project, while not specifically identified in the Plan, consists of traditional infrastructure improvement which will be of benefit to the public and achieve the overall objectives of the Plan.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) thirty (30) months from the issuance of a Certificate of Occupancy for the Participant's Project, as further described in section 6 of this agreement, whichever comes first.

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

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

The Improvement Project shall be designed, engineered, and constructed to comply with applicable city of Ketchum and or Idaho Transportation Department standards.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Costs attached as **Exhibit C** is an estimate by Participant's contractor and that actual costs for the Improvement Project, as well as each line item of cost, may be more or less than is shown on **Exhibit C**. The parties acknowledge and agree that Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Projects are constructed consistent with the construction contracts (the "Construction Contracts") and is undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and

bidding practices if (1) each general contractor (the “Contractor(s)”) has been selected through competitive bids for the Projects, pursuant to Idaho Code § 67-2805(1), which provides for a process of soliciting no fewer than three licensed public works contractors by written means, either by electronic or physical delivery, without the need for publication notice. This process is available for projects not to exceed \$200,000. The parties represent the estimate for the Improvement Project does not exceed \$200,000, (2) the work is performed by Idaho public works licensed contractors, and (3) the work is not performed by an affiliate or subsidiary of the Owner.

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

5. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation (“Cost Documentation”) to Agency that Participant has expended funds for eligible costs in order to receive payment per the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant’s notification to Agency that construction of the Improvement Project is complete and shall include:

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

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

written notice to cure the default. In the event Participant fails to cure such a default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

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

If Participant disagrees with Agency's calculation of the Actual Eligible Costs, Participant must respond to Agency in writing within three (3) business days explaining why Participant believes Agency's calculation was in error and providing any evidence to support any such contentions Participant wants Agency to consider. Agency shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant Agency will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

Agency's determination of the Actual Eligible Costs to be reimbursed not to exceed \$90,000 is within its sole discretion. Agency and Participant acknowledge actual eligible expenses for the Improvement Project may exceed \$90,000.

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

A portion of Actual Eligible Costs of the Improvement Project not to exceed \$90,000 **WITH NO INTEREST**. Actual Eligible Costs include certain soft costs (e.g. architectural and engineering design). Agency shall disburse to Participant 50% of the revenue allocation (tax increment) proceeds Agency receives from the Project Site. Participant shall provide Agency with its property tax notices and evidence of property tax payments to assist the Agency in determining the amount of revenue allocation (tax increment) proceeds received and the assessed value of the Participant Project for three years after issuance of the Certificate of Occupancy. Participant shall be responsible for providing Agency property tax notices and evidence of property tax payment from other persons or entities being assessed for ownership interests within the Project Site. Agency disbursements shall commence upon the first receipt of revenue allocation (tax increment) proceeds after the issuance of the Certificate of Occupancy for the Participant's Project and shall continue for a period of thirty (30) months, conditioned upon proof of property tax payment and property tax receipt by the Agency unless the reimbursement of the Actual Eligible Costs not to

exceed \$90,000 has been extinguished previously. Agency shall determine its obligation for payment based on increases to assessed value above \$1,367,538. If the Actual Eligible Costs have not been fully reimbursed within thirty (30) months after the issuance of the Certificate of Occupancy for the Participant's Project, any further obligation of the Agency is terminated, and Participant shall have no right for any payments beyond that period. **PARTICIPANT ACKNOWLEDGES THE REVENUE ALLOCATION (TAX INCREMENT) PROCEEDS MAY NOT BE SUFFICIENT TO PAY OFF THE REIMBURSEMENT OBLIGATION ON OR BEFORE THE PERIOD SET FORTH HEREIN AND ASSUMES THAT RISK.**

Participant has provided the Agency with an estimated assessed value of the Participant's Project of approximately \$11,017,500 with an increment value of \$200,618 through 2024.

Agency may pay at any time, in whole or in part, without penalty, the then remaining outstanding balance of the reimbursement obligation.

Participant may allocate the reimbursement among the cost estimates shown on **Exhibit C** among only those categories identified, but in no event shall be entitled to reimbursement for an amount which exceeds \$90,000. Participant and Agency acknowledge the amount of eligible costs exceeds \$90,000.

7. Conditions Precedent to Agency's Payment Obligation. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 2.b., 5, and 6 and submittal of the required information described in Section 6 above.

Participant's Project includes the commitment of providing two community housing units, which units shall be administered concerning rent or sale by the Idaho Housing and Finance Association ("IHFA") or equivalent state, county, or city entity. Should those two housing units not be available for community housing administered by IHFA or similar entity, the Agency shall have the right to terminate its reimbursement obligation.

Participant's Project shall be completed, and a certificate of occupancy issued for the Participant's Project, on or before January 2021. Failure of Participant to obtain a Certificate of Occupancy by that date shall be a basis for Agency's termination of its obligations under this Agreement.

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

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Ketchum Urban Renewal District or any other urban renewal plan area, including

but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area and may be subject to consent and approval by Agency lenders.

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

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

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

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

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

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

If to Participant: Sun Valley & First, LLC
Attn; Dave Wilson
PO Box 6770
Ketchum, Idaho 83340
dwilson@wilsonconstructionsvalley.com

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

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

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

Exhibit A	Improvement Project Plan
Exhibit B	Participant's Project Site Map
Exhibit C	Schedule of Eligible Costs

16. Indemnification. Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective commissioners, officers, agents, consultants and

employees relating to the construction or design of Participant's Project, the Improvement Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against Agency or its respective commissioners, officers, agents, consultants and employees by reason of any such Claim, Participant, upon written notice from Agency shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold Agency and its respective commissioners, officers, agents, consultants and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective commissioners, officers, agents, consultants or employees.

Participant shall also indemnify and hold harmless and defend Agency and its commissioners, officers, agents, consultants and employees from and against any and all claims or causes of action asserted by entities or individuals that are not a party to this Agreement regarding the validity or legality of this Agreement and the reimbursement to Participant of the costs of the Improvement Project by Agency (collectively referred to in this Section as "Legality Claim"). Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the Legality Claim determining that the reimbursement to Participant by Agency of the costs of the Improvement Project is unlawful or invalid, the Agency shall have no further obligation or liability to reimburse or make payments to Participant for the costs associated with the Improvement Project and Participant shall solely bear the responsibility for such costs. Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the Legality Claim determining that the reimbursement to Participant by Agency of the costs of the Improvement Project is unlawful or invalid, then Participant, in Agency's sole discretion, may be required to return any funds paid by Agency to Participant for the Improvement Project within ninety (90) days of written request from Agency to Participant.

If a Legality Claim is made, then Agency and Participant shall jointly defend against said claim. Participant has the discretion to hire its own legal counsel with Participant reimbursing the Agency for its reasonable fees and costs, including without limitation, attorney and expert witness fees and costs.

If a claim, other than a Legality Claim, is brought against Agency or its respective commissioners, officers, agents, consultants and employees by reason of any such claim, Participant, upon written notice from Agency shall, at Participant's expense, bear the costs and expense of defending Agency against such action or proceedings by counsel selected by Agency.

Notwithstanding anything to the contrary in this Section 16, in the event Participant's Indemnity obligations are triggered as a result of a Legality Claim, Participant shall have the right, in lieu of indemnifying and /or providing any defense to Agency, of returning all Reimbursements made in accordance with this Agreement to Agency and waiving any right to further Reimbursement. In such case, this Agreement shall terminate and neither party hereto shall have any further obligation to the other.

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

18. Compliance with Laws. Participant agrees to comply with all applicable federal, state, and local laws, rules and regulations, including, but not limited to, all conditions imposed by the city of Ketchum through its planning and zoning land use approval process and building permit approval process. Should the Participant not comply with the requirements set forth in the preceding sentence, the Agency shall no longer be obligated to provide the Participant reimbursement as set forth in this Agreement.

19. Warranty on Improvement Project. Participant warrants that the materials and workmanship employed in the construction of the Improvement Project shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of the Improvement Project by Agency, provided nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Participant's other obligations under the Agreement.

20. Maintenance. Participant recognizes Agency has no specific authority to accept maintenance responsibility of the Improvement Project and that no agreement has been reached with Agency to accept any maintenance obligations for the Improvement Project. Provided however, that this Section shall not limit or modify any obligation that Agency assumes or may assume in the future pursuant to a separate agreement.

21. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors shall, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Project Site as part of the Improvement Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to Agency, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees or subcontractors:

- a. Commercial General Liability Insurance with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name Agency and City as additional insureds.

- b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
- c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.
- d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Improvement Project.
- e. Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.
- f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

22. Taxes. Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Project Site. This provision shall be binding upon Participant's successors or assigns. Participant recognizes Agency has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of Agency to reimburse Participant for the Agency Reimbursement is dependent on the ad valorem

assessment and collection process. Participant expressly acknowledges and understands that the Agency Reimbursement is linked to the tax increment revenue actually generated from the Project Site, and in the event insufficient taxes are received by Agency for any reason, including a reduction of the tax levy rate or assessed values less than assumed by Agency and Participant or in the event any tax delinquency or contest of value by any owner of parcels with the Project Site or by any tenant related to personal property, the actual tax increment received by Agency will be reduced which in turn will result in lower annual payments by Agency to Participant.

23. Exemptions. Participant shall not, without written consent of the Agency, file any application with Blaine County or the state of Idaho which could result in such property tax exemption or property tax abatement, including but not limited to the following:

The Idaho Small Employer Incentive Act of 2005, Chapter 44, Title 63,
Idaho Code
The Idaho Small Employer Growth Incentive Exemption, Idaho Code,
§ 63-606A
New Capital Investment Incentive Act, Chapter 45, Title 63
Idaho Code § 63-602NN, business property tax exemption

or similar type exemption.

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

Agency:

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

Susan Scovell, Chair

Date: _____

PARTICIPANT:

Sun Valley & First LLC

Dave Wilson, Managing Member

Date _____

Exhibits

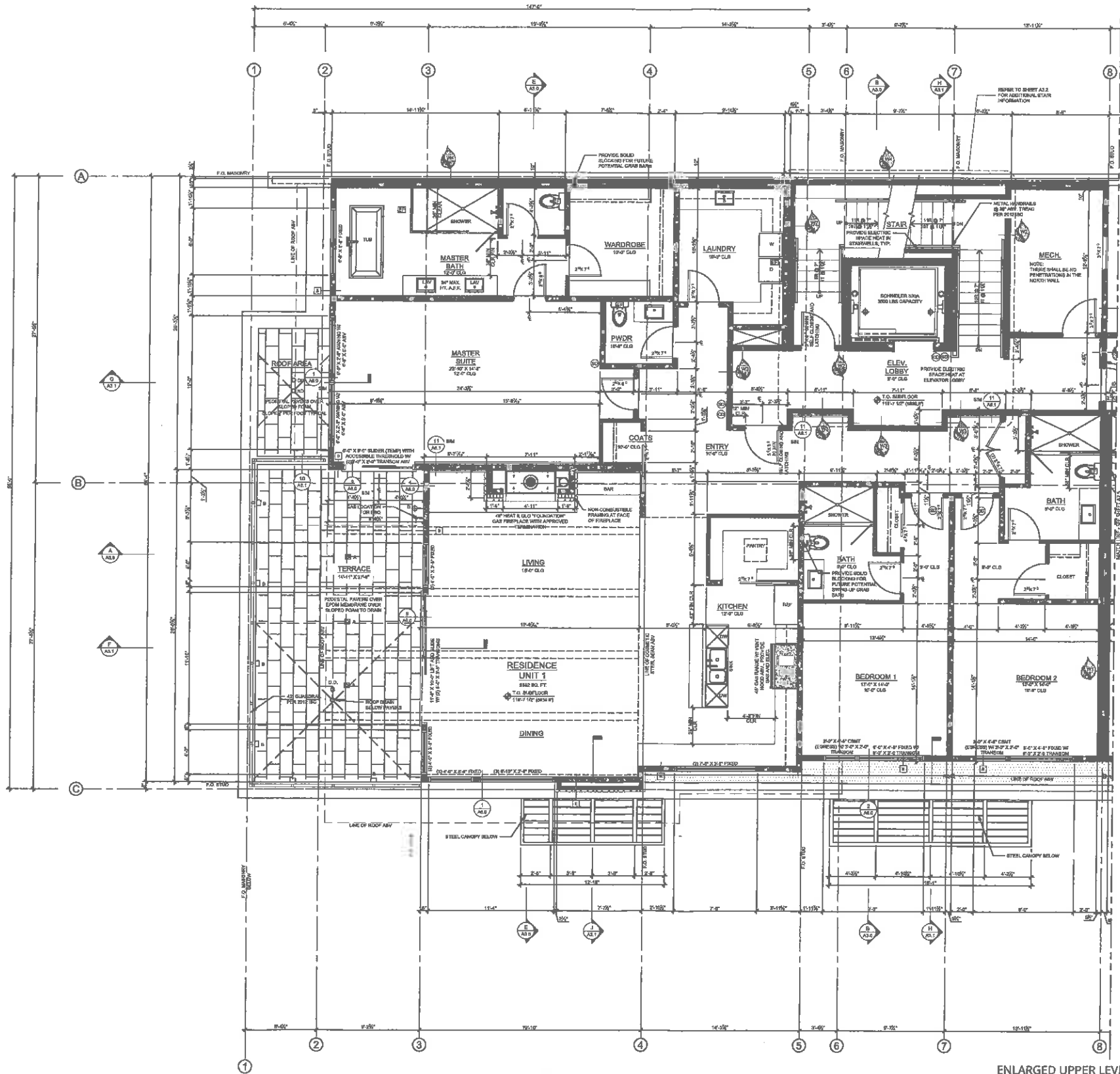
- A: Participant's Project and Improvement Project
- B. Participant's Project Site Map
- C: Schedule of Eligible Costs

EXHIBIT A
PARTICIPANT'S PROJECT AND
IMPROVEMENT PROJECT

Redevelopment of the Project Site located at 311 First Avenue consisting of a mixed use development containing commercial uses on the ground floor, two second floor penthouses, and two community housing units on the ground floor along with common space totaling approximately 14,305 square feet.

The Improvement Project consists of improvements to the sidewalk to include heated sidewalks, improvements to the streetscape and landscaping within the right of way, replacement of curb and gutter, installation of street furniture, and reconfigure the bulb out.

EXHIBIT B
PARTICIPANT'S PROJECT SITE MAP



ENLARGED UPPER LEVEL FLOOR PLAN - UNIT 1

WALL LEGEND	
	WALL TO BE REMOVED
	FLAT STUD MASONRY
	EXISTING 2x4 STUD WALL
	EXISTING 8\"/>
	NEW 8\"/>
	NEW 2x4 WOOD STUD WALL
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TYPICAL CONSTRUCTION ASSEMBLIES	
TYPICAL FLAT ROOF CONSTRUCTION	
TYPICAL EXTERIOR WALL CONSTRUCTION	
TYPICAL INTERIOR WALL CONSTRUCTION	
TYPICAL FRAMED FLOOR CONSTRUCTION	
TYPICAL SLAB ON GRADE CONSTRUCTION	
FIRE RATED ASSEMBLIES	
1.4. FIRE RATED WALL	
1.4. FIRE RATED EXTERIOR WALL	
1.4. FIRE RATED INTERIOR WALL	
1.4. FIRE RATED FLOOR/CEILING	
1.4. FIRE RATED ROOF/CEILING	

SYMBOL LEGEND	
	ROOM NAME
	SECTION ID
	DETAIL ID
	DETAIL AREA ID
	DOOR ID
	WINDOW ID

EXTERIOR LIGHTING LEGEND	
	TYPE I RECESSED SPOTLIGHT
	TYPE II RECESSED SPOTLIGHT
	TYPE III RECESSED SPOTLIGHT
	TYPE IV RECESSED SPOTLIGHT
	TYPE V RECESSED SPOTLIGHT

NOTE: ALL EXTERIOR LIGHTING TO COMPLY WITH CITY OF KETCHUM LIGHTING ORDINANCE FOR COMMUNITY LIGHTING ZONING, CHAPTER 17.10.

1.4. FIRE RATED WALL PENETRATIONS

1.4. FIRE RATED EXTERIOR WALL PENETRATIONS

1.4. FIRE RATED INTERIOR WALL PENETRATIONS

1.4. FIRE RATED FLOOR/CEILING PENETRATIONS

1.4. FIRE RATED ROOF/CEILING PENETRATIONS

SUN VALLEY & FIRST
311 FIRST AVE. KETCHUM, IDAHO

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DRAWING
ENLARGED
UPPER LEVEL
FLOOR PLAN -
UNIT 1

A 2.4



DOOR PLAN - UNIT 3. W

EXHIBIT C
SCHEDULE OF ELIGIBLE COSTS

INSERT IMPROVEMENTS

Not to exceed \$90,000

Spreadsheet Report

SV and First Ext Expenses

Group	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Other Amount	Total Amount
2.200	EXCAVATION										
	Excavation										
	Prep for Paver Sidewalk Bid	bid	-	-	-	-	/bid	7,469	-	-	7,469
	Prep For New Curbs and Gutter Bid	bid	-	-	-	-	/bid	3,528	-	-	3,528
	Excavation							10,997	-	-	10,997
	Backfill										
	Backfill ADA Wall Bid	bid	-	-	-	-	/bid	870	-	-	870
	Backfill							870	-	-	870
	EXCAVATION							11,867	-	-	11,867
2.400	PAVING										
	Paving										
	Prep Sub Base Bid	bid	-	-	-	-	/bid	26,520	-	-	26,520
	Paving							26,520	-	-	26,520
	Paving										
	Asphalt Paving Bid	bid	-	-	-	-	/bid	19,954	-	-	19,954
	Roll Curb at Garage Bid	hrs	-	-	-	-	/hrs	1,800	-	-	1,800
	Paving							21,754	-	-	21,754
	Landscaping										
	Backfill For Entries Bid	bid	-	-	-	-	/bid	145	-	-	145
	Stratavault Tree Wells	bid	-	-	-	-	/bid	9,250	-	-	9,250
	Tree Grate and Frame	bid	-	-	-	-	/bid	4,750	-	-	4,750
	Entry Paver Bid Commercial Entry	bid	-	-	-	-	/bid	980	-	-	980
	Block wall Commercial Steps	bid	-	-	-	-	/bid	980	-	-	980
	Pavers Commercial Entry	bid	-	-	-	-	/bid	960	-	-	960
	Trees & Shrubs Bid	bid	-	-	-	-	/bid	2,750	-	-	2,750
	Irrigation Bid	bid	-	-	-	-	/bid	2,500	-	-	2,500
	Landscaping							22,315	-	-	22,315
	Snowmelt										
	Snowmelt Bid	3,542.00 sqft	-	-	-	-	16.00 /sqft	56,672	-	-	56,672
	Snowmelt							56,672	-	-	56,672
	Hardscape										
	ADA Ramp Bid	bid	-	-	-	-	/bid	2,800	-	-	2,800
	Pavers Sidewalk Bid	bid	-	-	-	-	/bid	19,250	-	-	19,250
	Hardscape							22,050	-	-	22,050
	PAVING							149,311	-	-	149,311
2.600	DEMOLITION										
	Demolition										
	Demolition Sidewalk and Street Lights Bid	bid	-	-	-	-	/bid	9,166	-	-	9,166
	Demolition							9,166	-	-	9,166
	DEMOLITION							9,166	-	-	9,166
3.000	CONCRETE										
	Concrete Bid										
	Curb & Gutter Bid	bid	-	-	-	-	/bid	14,720	-	-	14,720
	Gutter at Sun Valley Alley Bid	bid	-	-	-	-	/bid	1,850	-	-	1,850
	Concrete Bid							16,570	-	-	16,570

Group	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Other Amount	Total Amount
16.100	CONCRETE							16,570			16,570
	ELECTRICAL										
	Electrical										
	Electrical Bid Tree Lights	bid	-	-	-	-	bid	2,500	-	-	2,500
	Electrical							2,500			2,500
	ELECTRICAL							2,500			2,500

Estimate Totals

Description	Amount	Totals	Rate
Labor			
Material			
Subcontract	189,414		
Equipment			
Other	189,414	189,414	
Sales Tax			7.000
Contractor Fee @ 10%			
Total		189,414	

Sun Valley Garden Center



Estimate

Owner: Wilson
Address: Sun Valley Rd and First St.
Attn: Wilson Construction
Phone:
Email:
Date: 1/15/20
Plans Dated: 12-2-19

	Unit	Quantity	Unit Cost	Extension
Demolition, Grubbing & Site Preparation				
<i>Mobilization and General Site Management</i>	LS	1.00	500.00	500.00
Hardscape Installation				
<i>Supply and Install - Sidewalk Pavers. Mutual Roaman cobblestone 6x9" w/noted Accent - Color Charcoal</i>	SF	2,200.00	8.75	19,250.00
<i>Supply and Install - Stratavault Tree Wells (Includes Excavation/Dump Fee, Base Work, Stratavault Material, Planting Mix, Weedcloth)</i>	Ea	5.00	1,850.00	9,250.00
<i>Supply and Install - Tree Grate and Frame</i>	Ea	5.00	950.00	4,750.00
<i>Porcelain Slabs 24"x24" w/pedistals. Min pedistal height 1", Max Pedistal Height 4" - Supply & Install</i>	SF	2,680.00	20.50	54,940.00
<i>Pisa Block wall for commercial entry steps. Mutual Cypress Stone Color Rio (charcoal Blend) - Supply & Install</i>	LF	14.00	70.00	980.00
<i>Roadmix Backfill for Entries as Excavator will not be able to complete this work prior to our install of retaining blocks.</i>	CY	1.00	145.00	145.00
<i>Commercial Entry Pavers 18"x12" Abbotsford Cortez Series Color Charcoal - Supply and Install</i>	SF	80.00	12.00	960.00
Irrigation System Installation				
<i>Irrigation Installed - Point of Connection by GC. Drip System for Roof level decks. Necessary Sleeving by GC. Includes Clock. Does Not Include City Sidewalk Trees.</i>	LS	1.00	3,750.00	3,750.00
<i>Irrigation System for Trees at Street Level (Not Sure of H2O source at this time) ALLOWANCE</i>	LS	1.00	2,500.00	2,500.00
Landscape Installation				
<i>Supply & Install - Topsoil/Compost 60/40 Blend for Planters.</i>	CY	15.00	150.00	2,250.00
<i>Supply & Install - Bark and Weedcloth for bottom of planters if no drainage is designed into planters.</i>	CY	7.00	150.00	1,050.00
Plant Material Installed		Quantity	Unit Cost	Extended
<i>Supply & Install - 2" Caliper Deciduous Trees, B&B</i>	EA	3.00	545.00	1,635.00
<i>Supply & Install - 3" Caliper Deciduous Trees, B&B</i>	EA	5.00	550.00	2,750.00
<i>Supply & Install - 5 Gallon Deciduous Shrubs</i>	EA	24.00	52.00	1,248.00
<i>Supply & Install - 1 Gallon Perennials, Select</i>	EA	300.00	18.50	5,550.00
<i>Plant Material Installed, Subtotal</i>				11,183.00
<i>Miscellaneous Clean-Up & Site Work</i>	LS	1.00	500.00	500.00
Estimated Project Total:				112,008.00

CITY -

CITY -

CITY -

CITY -

CITY -

CITY -

SkyLine Excavation & Grading, LLC
 PO Box 234
 Bellevue, ID 83313
 208-720-4673
 Accounts Receivable: 208-484-1598
 Date: 22-Jan-20



Proposal

To:
 Wilson Construction

Project
 Sun Valley and 1st

Task	Description	Unit	Qty	Unit Cost	Total
MOB	MOBILIZATION	LS	1	\$ 1,638.00	\$ 1,638.00
DEMO	CONCRETE SLAB AND REMOVAL	LS	1	\$ 12,171.00	\$ 12,171.00
DEMO	WALL AND CANOPY REMOVAL	LS	1	\$ 9,477.00	\$ 9,477.00
CONCP	FOOTING EXCAVATION	SF	621	\$ 14.58	\$ 9,052.00
CONCP	PREP FOR CONCRETE SLAB PER S2.0/ S2.1	SF	1526	\$ 8.50	\$ 12,976.00
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
DEMO	DEMO EXTERIOR SIDEWALK / STREET LIGHT	LS	1	\$ 9,166.00	\$ 9,166.00
CB	INSTALL CATCH BASIN	EA	2	\$ 1,055.00	\$ 2,110.00
SD	INSTALL STORM DRAIN PIPE	LS	1	\$ 2,548.00	\$ 2,548.00
DW	INSTALL 2 NEW DRYWELL (INCLUDES SLURRY FILL FOR DRYWELL LOCATED IN SUN VALLEY ROAD)	EA	2	\$ 4,491.00	\$ 8,982.00
DW	DRYWELL ACCORDING TO S13 NOTES "NO" OPTION	LS	1	\$ 696.00	\$ 696.00
EXCTR	EXCAVATE AND SUPPLY TRENCH DRAIN MATERIAL - PRICE DOES NOT INCLUDE CONCRETE CREWS TO SET TRENCH DRAIN	LF	41	\$ 123.37	\$ 5,058.00
WS	RELOCATE GATE VALVE	LS	1	\$ 2,833.00	\$ 2,833.00
WS	ABANDONED WATER SERVICE AND REPAIR ROAD	LS	1	\$ 2,373.00	\$ 2,373.00
CONCP	PREP FOR CONCRETE AND PAVER SIDEWALK	SF	2321	\$ 3.22	\$ 7,469.00
CONCP	PREP FOR CURB AND GUTTER	SF	918	\$ 3.84	\$ 3,528.00
ASPH	PREP BASE, SUBBASE AND ASPHALT	SF	3804	\$ 6.97	\$ 26,520.00
TRAF	TRAFFIC CONTROL	LS	1	\$ 2,400.00	\$ 2,400.00
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
0	0			\$ -	\$ -
				Total Cost	\$ 118,997.00

EXCLUDES RADON, SURVEY, SOIL TESTING, IRRIGATION REPAIR, STRIPING, TREE GRATES, CONCRETE

Signature: _____

PROPOSAL

MERRICK CONSTRUCTION INC.

P.O. BOX 821 KETCHUM ID. 83340
(208) 788-2688 FAX (208) 788- 8258

Contractor lisc. # RCE 154 Public works lisc. # PWC-C- 15632

PROPOSAL SUBMITTED TO:	WORK PERFORMED AT:
NAME: WILSON CONSTRUCTION	NAME: 311 FIRST AVE
ADDRESS:	ADDRESS:
CITY:	CITY: KETCHUM
STATE:	STATE: ID
PHONE:	DATE OF PLANS: 10/29/2019
DATE: 1/10/2020	ARCHITECT: RLB

Merrick Construction Inc. hereby proposes to furnish the materials and perform the labor necessary for the completion of foundation footings, stem walls slabs and piers.

PRELIMINARY BUDGET

FOUNDATION FOOTINGS, PADS AND STEM WALLS	\$ 47,950.00
CURB WALL AT EAST END	\$ 1,000.00
PILASTERS	\$ 700.00
GARAGE SLAB	\$ 8,856.00
SLAB PATCHES, PLUMBING TRENCH PATCHES, PAD INFILLS AND ADA BATHROOMS	\$ 19,876.00
PAN DECK SLAB	\$ 4,320.00
SECOND LEVEL SLAB 2 1/2" THICK (BULL FLOAT FINISH)	\$ 46,684.00
SHEARWALL AND PARTY WALL DROP DOWNS	\$ 3,560.00
ELEVATOR ROOF	\$ 1,800.00
HOISTING	\$ 2,000.00
PUMP TRUCK	\$ 9,600.00
	\$ 146,346.00

SECOND LEVEL FLOOR	1 1/2" Thick concrete over sub floor	(called out as gypcrete)	\$ 28,627.00
THIRD LEVEL FLOOR	1 1/2" Thick concrete over sub floor	(called out as gypcrete)	\$ 2,100.00
			\$ 30,727.00

SITE WORK

CURB AND GUTTER AT STREET	\$ 14,720.00
VALLEY GUTTER AT ALLEY	\$ 1,850.00
VERTICAL CURB AT ADA RAMP	\$ 2,800.00
METAL TRUNCATED DOMES FOR ADA RAMPS	\$ 2,250.00
PLACE TRUNCATED DOMES IN CONCRETE BASE	\$ 1,800.00
ROLL CURB BY GARAGE	\$ 1,800.00
CONCRETE SURROUND FOR TRENCH DRAIN (does not include purchase or placement of drain)	\$ 2,100.00
	\$ 27,320.00

BID DOES NOT INCLUDE

SIMPSON HARDWARE	VAPOR BARRIERS
WELD PLATES / TEMPLATES	COLD WEATHER PROTECTION
SHOVELING DIRT OR GRAVEL	SNOW REMOVAL
FIREPLACE HEARTHES	PROPANE HEAT
CONCRETE CAPS	ICE MELT CANNOT BE USED ON EXTERIOR CONCRETE SLABS
TESTING	
SURVEYING	
TRAFFIC CONTROL	
SAFETY HAND RAILS AT UPPER DECKS	

CONTRACTOR MUST PROVIDE WASH OUT AREA FOR PUMP TRUCK AND CONCRETE TRUCKS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of (Price is good for 30 days)

Respectfully submitted:
per:

MERRICK CONSTRUCTION INC.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

signature:

Date:

signature:

NO OVERS

SITE BUDGET



Ketchum Urban Renewal Agency

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

September 21, 2020

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

**Recommendation to review and provide direction to staff on the request from
Mountain Land Design for infrastructure funding in the amount of \$139,643 for
improvements at 111 Washington Avenue**

Recommendation and Summary

Staff is recommending the KURA Board review the funding request submitted by Mountain Land Design for the improvements located at 111 Washington Avenue and provide direction to staff on the preparation of an Owner Participation Agreement (OPA) for KURA funding. Should the KURA Board approve funding, the OPA will return for Board approval.

Analysis

The proposed improvements are located at the corner of Washington Avenue and First Street. The project is a 12,070 square foot mixed use building at 2.08 FAR. The project was required to provide 1,007 square feet of community housing because it exceeds 1.0 floor area ratio. A 978 square foot unit is proposed to be located on-site.

The applicant is requesting KURA funding to reimburse costs identified in their funding request (Attachment A). Construction projects throughout the city are required to replace curbs, gutters and install concrete sidewalks and ADA ramps around a project, install streetlights, and repair any damage to public property as a result of the construction project. In this case, with the exception of the snow melt system, the list of improvements provided by the applicant are required improvements for all development projects.

The KURA has adopted Resolution 17-URA6 that establishes the criteria for KURA funding (Attachment B). Mixed use projects are considered commercial projects and may apply for tax increment financing provided they meet all other criteria in Resolution

17-URA6. As noted in greater detail in Attachment C, all nine of the criteria are met for this funding request. The KURA application for funding was submitted on August 26, 2020 and the building permit was issued August 3, 2020. The applicant must file the funding request within 30 days of issuance of the building permit.

Requested Funding

The request is for \$139,643 to reimburse the costs of the identified improvements within the public right of way.

Currently the taxable value of the property is \$1,092,294 and the applicant estimates the value after the project after completion at \$10 million.

Financial Requirement/Impact

Resolution 17-URA6 allows for a reimbursement of tax increment of no more than 50% of the total tax increment revenue generated from the project. Commitments for reimbursement shall not be greater than 5 years from the time the project is generating property tax revenue to the agency.

Based on the existing property value and a projected value of \$10 million, in the first year, the projected KURA tax increment is \$57,549. That increment would be subject to the 50% split providing \$28,774 to the property owner and KURA. The increment is estimated to increase each year by 3%.

Recommendation and Motion

Staff is requesting direction from the KURA on the proposed funding request.

Attachments:

Attachment A: Applicant funding request

Attachment B: Resolution17-URA6

Attachment C: Compliance analysis



Ketchum Urban Renewal Agency

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

APPLICATION FOR PROJECTS REQUESTING FUNDING FROM THE KURA

Applicant and Project Information

Applicant Name: Mountain Land Design

Representative: Magleby Construction SV - Bryan McNamara; Micheal Doty and Associates - Mike Doty and Mike Alaire

Phone: 208-720-8711

Email: bmcnamara@maglebyconstruction.com

Name of Project: Mountain Land Design Showroom Ketchum - Mixed used residential

Project Description: Below grade parking with work force housing unit. Ground level commercial showroom for Mountain Land Design. Two 2nd level residences and 3rd level Penthouse unit. Roof top deck.

Project Location: 111 Washington Ave, Ketchum

Date Submitted: 8/20/20

Estimated Date of Completion: 1/22/22

Application Submittal Requirements

- ☒ Brief narrative describing the proposed public benefit of the project
- ☒ Map of project location
- ☒ Attached professional bids, if applicable
- ☒ Attached preliminary/construction drawings, if applicable

Notes on Submittals

Attached

Attached

Attached

LINK TO PERMIT PLNS

Projects Questions:

- Is this project identified within the Urban Renewal Plan for KURA?
- If identified in the Urban Renewal Plan, indicate section and page:
- Estimated assessed value of project after completion (*taxable value*):
- Will any KURA board members or staff financially benefit from the project?
- New or retained jobs resulting from project:
- Approximate return on public fund investment. (I.e. Public\$/Private\$)
- Funding amount requested:

Yes: ☒

No: ☐

Section: Downtown Ketchum Master Plan Urban Residential Neighborhood

Page: page 11, 2nd st proposed pedestrian priority Corridor

\$ \$10MM

Yes: ☐

No: ☒

Full Time: 6 Part Time: 4

\$ \$72,458 over 5 year period from C of O

\$ \$ 139,643

Applicant's Signature Bryan McNamara

Date: 8/21/20

Property Owner's Signature (if different):

DocuSigned by:
Dan Devenport
66329FAC0DF9424...

Date: 8/21/20

Dan and Martina Devenport, Mountain Land Design

DocuSigned by:
Martina Devenport
5E87E658EF3C435...



Public Benefit of the new Mountain Land Design Building

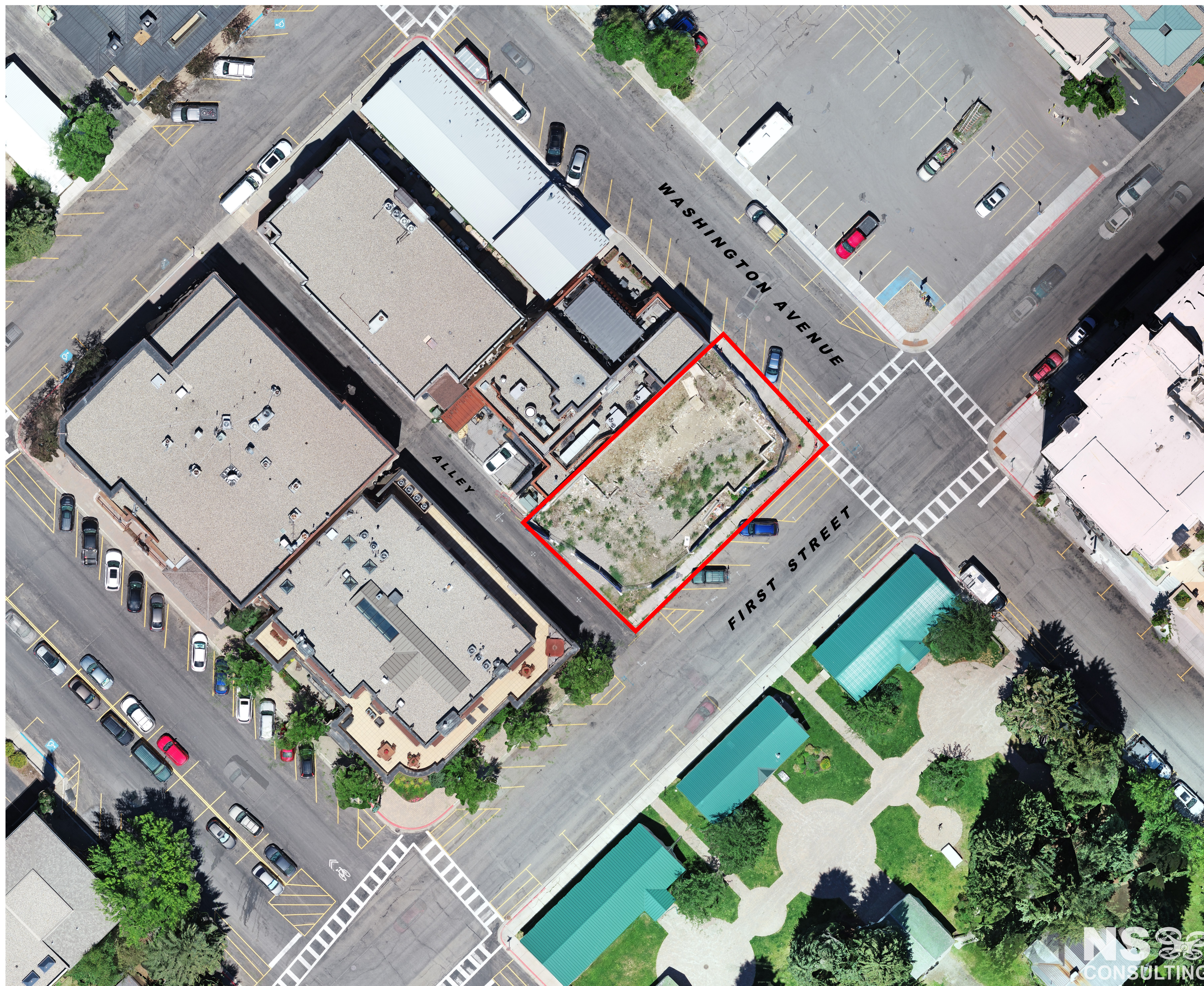
Mountain Land Design (MLD) is a thriving local and regional business that supports the needs of the community as a whole and the building activities throughout the Wood River Valley. MLD is investing in the Ketchum Community Core experience to provide an enhanced showroom business to serve the local plumbing fixture and appliance industry. The new showroom business will create approximately 10 new full and part time jobs.

The new building recently approved (8/3/20) for permit by the City of Ketchum will include one work force housing unit intended to house a MLD fulltime employee. Also being constructed will be two market rate for-sale condos and a private penthouse. The project has removed an aging building previous the Sol-La-Vie spa business providing a new modern amenity mixed use building across the street from the active Forest Service Park.

Michael Doty and Associates has thoughtfully designed a complementing architecture fixture for the neighborhood that will ideally help enhance this area of Ketchum to be more pedestrian friendly and aesthetic for the residents.

Magleby Construction is contracting primarily local trade resources to help continue a strong economic building employment for the community.

In summary, the MLD project will create and retain new jobs, increase revenues for the city, provide balance for new business growth in the community and improve the Ketchum neighborhoods for the public.



AERIAL IMAGE FROM DRONE FLIGHT DATED 07/21/20



Mountain Land Design - 111 Washington

Construction Estimate – KURA Site Improvement Request

This estimate contains specific scope of work and pricing for sidewalk, pedestrian public access and street improvements around the new construction of the Mountain Land Design building located at 111 Washington Avenue.

Site and Street Improvement Breakdown of Costs

CSI	Description	Amount	Trade
02.35	New Fire Hydrant Relocation	\$11,186	S Erwin
02.80	Sidewalk Plantings – 4 Silva Cell Tree's per City of Ketchum specification requirements	\$35,650	SV Garden
03.35	New Concrete Curb and Gutter	\$11,586	Garrett
03.35	New Concrete Sidewalk (increase from 5' to 8' width)	\$11,408	Garrett
03.35	New ADA sidewalk Warning Insert	\$3,450	Garrett
15.17	Sidewalk Snow Melt System	\$28,980	Evans
16.18	New Street Light x ³ per City of Ketchum Requirements)	\$37,383	Dusty's
	Total Cost for KURA Requested Sidewalk Improvements (includes General Contractor GC's, OH & Profit)	\$139,643	

Qualifications

- Assumes all work to be performed during non-winter conditions
- Priced Per Michael Doty and Associates compiled Permit Drawings dated 6/26/20
- Street Snow melt system to be metered separately from building
- Prepared by Magleby Construction with pricing input from local trade contractors
- Assumes all City of Ketchum Standards, all requests for substitution will be formally submitted for review

Prepared by

Magleby Construction SV LLC

RESOLUTION NO. 17-URA6

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, AMENDING THE AGENCY'S PARTICIPATION POLICY; AUTHORIZING THE CHAIR AND EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20 (the "Law"), and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (the "Act");

WHEREAS, 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 Agency Board adopted a formal participation policy that sets out the criteria for funding projects requested by various entities on May 16, 2016;

WHEREAS, since May 16, 2016, the Agency has considered several requests for funding through the Participation Policy, which has raised the prospect for greater discretion and flexibility in response to requests for funding through the Participation Policy;

WHEREAS, by virtue of those requests, Agency staff has determined a need for an amendment to the Participation Policy;

WHEREAS, at the Agency Board meeting of June 19, 2017, the Board considered amendments to the Participation Policy;

WHEREAS, Agency staff has prepared an amendment to the Participation Policy as set forth and underlined below based upon the June 19, 2017, Board meeting;

WHEREAS, Agency staff recommends approval of the Amended Participation Policy by the Agency Board;

WHEREAS, the Board finds it in the best interests of the Agency and the public to approve and adopt the Amended Participation Policy.

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

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

Section 2: That the Participation Policy, as amended, set forth below is hereby approved and adopted by the Agency Board, and that the Chair and Executive Director are authorized and directed to take all action to implement the Amended Participation Policy.

**Participation Policy
KURA Funding Criteria for Projects**

Section 1: General Funding Criteria for All Projects:

- A. The KURA is not obligated to fund any project, even when the project meets all funding criteria. Funding a project is a discretionary decision by the Ketchum Urban Renewal Board.
- B. Funds generated from projects within the Revenue Allocation Area shall be used first and foremost for publically owned infrastructure and for infrastructure that serves a direct public purpose.
- C. Public infrastructure located below ground or at-grade shall be given priority.
- D. In rare circumstances, funding for a non-infrastructure request may be considered if it is found to meet the criteria described in the section below.
- E. Projects specifically identified in the 2010 Ketchum Urban Renewal Plan shall take priority for funding in all cases.
- F. All requests for Tax Increment Financing shall be made no later than thirty (30) days after ~~prior to~~ the applicant applies ~~applying for~~ a building permits.
- G. The Agency shall not consider requests to fund public infrastructure that have ~~has been~~ required by the City of Ketchum in exchange for development bonuses, such as density waivers, variances, and other development bonuses. In these situations, the public infrastructure that was required in exchange for development bonuses shall be paid by the private developer.

- H. Funding approvals are valid for the duration of the fiscal year in which the request was granted, unless otherwise stated in an agreement between the Agency and the entity.

Section 2: Project Funding Categories

A. Reimbursement to Private Entities for Public Infrastructure

1. Tax increment funds generated by a project within the Revenue Allocation Area may be allocated for reimbursement of public infrastructure expenses incurred by the private development.
2. Reimbursement for public infrastructure shall commence after the project is generating a tax increment benefit to the Agency.
3. No more than 50% of the total tax increment revenue generated from a project may be used for reimbursement to the project developer
4. Commitments for reimbursement in Owner Participation Agreements shall not be greater than five years from the time the project is generating property tax revenue to the Agency.

B. Direct Funding of Public Infrastructure as Defined in Idaho Code §§ 50-2018(10), 50-2903(13) and 50-2903 (14):

1. Tax increment funds may be used to directly finance public infrastructure without a reimbursement agreement.
2. In these cases, payments should be made directly to a public entity, public utility, or other public or semi-public entity that will own and maintain the infrastructure.

C. Funding for Non-Infrastructure Requests:

1. Requests for funding non-infrastructure may only be considered when a good, service, or benefit is received by the KURA in exchange for funds. In these cases, the approval of funds would result in a benefit to the revenue allocation area that the KURA could not have achieved on its own.
2. Entities requesting funding must be a legally recognized Idaho non-profit corporation organized under Chapter 30, Title 30, Idaho Code or equivalent or a public governmental entity and must have a proven track record of success.
3. Non-infrastructure funding request must result in a net financial benefit to the KURA.
4. Requests for funding administrative or operational costs shall not be considered except as may be proportionally allocated for the project.

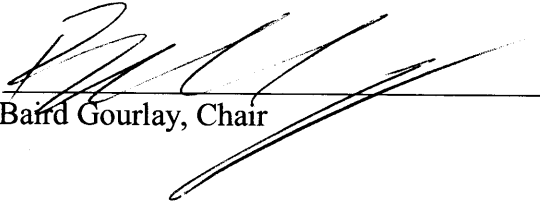
D. Funding of Residential Projects:

1. Only residential projects that incorporate community housing, as defined by the City of Ketchum, will be considered for tax increment funding. Funding will be proportionate to the amount of community housing the project provides. For example, if ten out of 100 residential units are considered community housing, the Agency may consider funding 10% of infrastructure costs. All other residential projects will not be considered.
2. Mixed-Use projects of any scale are considered commercial projects and may apply for tax increment financing, provided they meet all other criteria.

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

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on July 17, 2017. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on July 17, 2017.

URBAN RENEWAL AGENCY OF KETCHUM

By 
Baird Gourlay, Chair

ATTEST:

By 
Secretary

4845-2261-2554, v. 2

Attachment C
Compliance with Applicant Participation Policy Criteria
(RESOLUTION NO. 17-URA6)

Criteria Category	Standard	Policy Language	Compliance	Staff Comments
General Funding Criteria for All Projects:				
General Section 1	A	The KURA is not obligated to fund any project, even when the project meets all funding criteria. Funding a project is a discretionary decision by the Ketchum Urban Renewal Board.	Compliance	This standard infers that projects (or components of projects) that do not meet the KURA's funding criteria will not be funded.
	B	Funds generated from projects within the Revenue Allocation Area shall be used first and foremost for publicly owned infrastructure and for infrastructure that serves a direct public purpose.	Compliance	ROW infrastructure within KURA boundary is proposed for improvement with this Project.
	C	Public infrastructure located below ground or at-grade shall be given priority.	Compliance	Requested funds are at-grade.
	D	In rare circumstances, funding for a non-infrastructure request may be considered if it is found to meet the criteria described in the section below.	Compliance	The project is requesting infrastructure funding.

	E	Projects specifically identified in the 2010 Ketchum Urban Renewal Plan shall take priority for funding in all cases.	Compliance	The property is identified within the KURA revenue allocation area.
	F	All requests for Tax Increment Financing shall be made no later than thirty (30) days after the applicant applies for a building permit.	Compliance	The project was issued a building permit on 8/3/2020 and submitted the funding request on 8/26/
	G	The Agency shall not consider requests to fund public infrastructure that have been required by the City of Ketchum in exchange for development bonuses, such as density waivers, variances, and other development bonuses. In these situations, the public infrastructure that was required in exchange for development bonuses shall be paid by the private developer.	NA	NA

Section 2D				
	2	Mixed-Use projects of any scale are considered commercial projects and may apply for tax increment financing, provided they meet all other criteria.	Compliance	The project is a mixed-use project consisting of four residential units, two of which are community housing units and ground floor commercial uses. The applicant is requesting \$139,643 in funding to off-set the cost of public infrastructure around the project



Ketchum Urban Renewal Agency

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

September 21, 2020

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

Discussion and direction to staff on installation of a HAWK signal at 4th Street and Main Street

Introduction/History

The KURA has approved the funding and installation of a HAWK signal at the corner of 4th Street and Main Street. This signal will significantly improve pedestrian and bicycle safety when crossing Main Street. Examples of HAWK signals are shown in Attachment A.

Because the HAWK signal will synchronize with the signal at Main Street and Sun Valley Road, ITD has agreed to convert the signal into a “scramble” configuration. A scramble stops traffic in all directions and allows the pedestrian to cross in any direction. This is the preferred and most pedestrian friendly method for crossing intersections such as Main Street and Sun Valley Road.

Analysis

Attachment B provides the schedule for implementation. Unfortunately, the cost of the project is above the initial projections. As shown in Attachment C, Schedule of Values, the construction installation costs exceed initial estimates.

Installation proposals were requested from six companies. Three declined to submit a proposal, one indicated they would submit and did not and two proposals were received. One proposal was for \$236,100 and the other was for \$123,705. A similar signal was installed in Nampa Idaho and the installation cost was \$117,441. The following represents the companies contacted for a proposal:

- Electronic One – received - \$123,705 (Attachment D)
- Wheeler Electric – received – \$236,100 (Attachment E)
- CNR – Committed to provide bid, called multiple times, no bid provided
- Quality Electric – declined to bid, provided costs for similar project - \$117,441 (Project was in Nampa so mobilization cost would be higher for Ketchum)
- Simon’s Electric – declined
- Complete Electric – declined

Staff is seeking direction from the KURA on the installation costs. The costs appear to be in the range of recently installed HAWK signals.

Should the KURA agree to proceed with Electric One, staff will schedule City Council approval of the contract at their meeting on September 29, 2020.

Financial Requirement/Impact

There are sufficient funds in the infrastructure budget to fund the completion of the HAWK signal.

Recommendation and Motion

Staff recommends the Board discuss the project and provide direction to staff.

Attachments:

Attachment A: Photos of HAWK signal

Attachment B: Implementation schedule

Attachment C: Schedule of Values

Attachment D: Electric One Proposal

Attachment E: Wheeler Electric Proposal



Preliminary HAWK Schedule	
Date	Milestone
June 23, 2020	Execute Purchase Order and order equipment
September 21, 2020	KURA discussion and potential approval of contractor
September 29, 2020	City Council approval of contractor agreement
October 1, 2020	Submit encroachment agreement to ITD
October 5, 2020	Public Outreach and Information begins
October 12, 2020	Construction begins
November 1, 2020	Earthwork completed
November 3, 2020	Equipment delivery
November 13, 2020	Construction complete

Construction Schedule of Values

AIA DOCUMENT G703

AIA DOCUMENT G703 • CONTINUATION SHEET • FACSIMILE

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 and Contracts where variable retainage for line items may apply.

APPLICATION NO.:
INVOICE NO.:
PROJECT NO.:
APPLICATION DATE:
PERIOD TO:

1

1

A	B	C1	C2	C3	D	E	F	G		H	I
COST CODE	DESCRIPTION	BUDGET	CHANGE ORDERS	TOTAL BUDGET	WORK IN PLACE		STORED MATERIAL	TOTAL TO DATE	% OF COMP.	BALANCE TO COMPLETE	RETAINAGE
					PREVIOUS	CURRENT					
4th Street HAWK											
	4th Street HAWK Equipment	\$21,800.00		\$21,800.00	\$21,800.00			\$21,800.00	100.0%	\$0.00	
	4th Street Radios (1)	\$3,500.00		\$3,500.00		\$3,500.00		\$3,500.00	100.0%	\$0.00	
	4th Street Sign for Mast Arms	\$1,000.00		\$1,000.00				\$0.00	0.0%	\$1,000.00	
	4th Street Powder Coating (2x)	\$1,466.00		\$1,466.00		\$1,466.00		\$1,466.00	100.0%	\$0.00	
	Main Street Equipment	\$1,920.00		\$1,920.00	\$1,920.00			\$1,920.00	100.0%	\$0.00	
	4th Street Poles - Misc work, cutting capping	\$1,858.83		\$1,858.83	\$1,858.83			\$1,858.83	100.0%	\$0.00	
	Construction - ElectricOne - TBD	\$123,705.00		\$123,705.00				\$0.00	0.0%	\$123,705.00	
	Traffic Control	\$5,800.00		\$5,800.00				\$0.00	0.0%	\$5,800.00	
	Landscape repair	\$8,242.00		\$8,242.00				\$0.00	0.0%	\$8,242.00	
	Striping	\$500.00		\$500.00				\$0.00	0.0%	\$500.00	
	Construction Contingency (10%) - TBD	\$13,824.70		\$13,824.70				\$0.00	0.0%	\$13,824.70	
	Subtotal	\$183,617	\$0.00	\$183,617	\$25,578.83	\$4,966.00	\$0.00	\$30,544.83	16.6%	\$153,071.70	\$0.00
TOTAL CONSTRUCTION		\$183,617	\$0.00	\$183,617	\$25,578.83	\$4,966.00	\$0.00	\$30,544.83	16.6%	\$153,072	\$0.00

ITD provided equipment

	4th Street Poles and Mast Arms (2x)	\$12,859.00									
	4th Street Light Extensions	\$2,000.00									
	4th Street Light Mast Arms	\$400.00									
	Subtotal	\$15,259									

City of Ketchum 4th Steet HAWK



268 Victory Ave
Twin Falls, Idaho 83301

Hi Sherri,

Below I have broken out what I feel to be the key areas of the HAWK Signal that I quoted to you. I hope this helps.

-Underground Work to include excavation, pipe work, concrete forming and pouring, backfill with guaranteed compaction to subgrade for sidewalk, rebar (material and installation) anchor bolts (material and installation), all equipment including excavator, backhoe, and line truck.

\$68,918.00

Overhead Work to include steel preparation and erection, installing and terminating wires, cables, and signal equipment and controller. Overhead work to include signs (diamond grade with bracketry furnished and installed). Overhead work includes equipment necessary to install signal poles, arms, heads and signs such as a bucket truck, scissor lift, and line truck. E1 will coordinate with Econolite for programming and testing.

\$40,516.00

Directional Boring to include excavating start/catch holes, directional bore, 2" pipe installation, and pot-hole repair where needed.

\$11,061.00

~~Ped Scramble to include the drilling and tapping required for head installation, pulling and terminating signal cabling, incidental materials for complete install of 4 new heads. E1 will coordinate with Econolite for programming and testing.~~

~~**\$6,180.00**~~

Wireless Interconnect to include installation of supplied materials, determining what system is needed, and coordination with Econolite for aiming the units and testing. Price includes bucket truck.

\$2,020.00

Electrical Permit

\$1,160.00

Total: ~~\$129,855.00~~ \$123,675

Adam York

adamy@e1west.com

Electric 1 West

Phone: 208-735-9578 Fax: 208-735-9572



Wheeler
ELECTRIC, INC.
DEDICATED TO EXCELLENCE SINCE 1962

469 W. 16th Street
Idaho Falls, ID 83402

OFFICE: 208-522-1906

FAX: 208-522-5927

www.wheelerelectric.com

September 8, 2020

S&C ASSOCIATES

Attn: Sherri Newland

Phone: 208.861.7593

Email: snewland@sandcassociates.com

4TH STREET HAWK SIGNAL KETCHUM, IDAHO

ELECTRICAL WORK COMPLETE -

\$ 236,100.00

- ❖ We **are including** the following:
 - Install owner furnished material for new HAWK signal, including poles, mast arms and signal equipment.
 - Provide and install foundations and for new poles.
 - Bore conduit underground for new push button on light pole.
 - Re-configure power for new signals and connect existing light pole to the same circuit.
- ❖ We **are excluding** the following:
 - All owner provided items listed and not listed above.
 - Permit fees and use taxes.

No specifications were provided for this proposal. Ordered material will need to be specified and may result in extra cost.

Thank you for the opportunity to provide this proposal.

Cody Wheeler

codyw@wheelerelectric.com

Proposal valid for 30 days.

*Failure by Wheeler Electric, Inc. to specifically exclude any particular item shall not be interpreted as an inclusion of that item in the SOW. Anything not covered in the scope of work will be addressed as a change order.

Wheeler Electric, Inc.

IDAHO LICENSE # C-1950 ♦ IDAHO DPW LICENSE # 12483-U-4

An equal employment opportunity employer