



KETCHUM URBAN RENEWAL BOARD MEETING Agenda

REGULAR MEETING

November 15, 2021 beginning at 2:00 PM

191 5th Street, West, Ketchum ID 83340

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Board Meetings via live stream.

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

If you would like to make Public Comment, please select the best option for your participation:

1. Join us live via Zoom from a PC, Mac, iPad, iPhone or Android device: please click this URL to join. <https://ketchumidaho-org.zoom.us/j/88016543633?pwd=ZnpOUzI5MGloTitpbGZ4TU5ib1FPdz09>
Webinar ID: 880 1654 3633
Passcode: 725753

2. Join us at City Hall (masks are required in Council Chambers and seating has been arranged per the required social distance of 6').

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

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

CALL TO ORDER:

ROLL CALL:

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS:

COMMUNICATIONS FROM THE PUBLIC:

CONSENT CALENDAR: (ALL ACTION ITEMS)

1. Approval of Bills.
2. Approval of October 18, 2021 Minutes.

DISCUSSION ITEMS

3. SVED Quarterly Update.
4. Update on KURA projects.
5. Discussion on KURA funding for development projects and snow melt.



6. Discussion and direction to staff on contract between city and KURA for infrastructure projects.
7. Discussion and direction to staff on including the KURA properly in City Housing survey.

ADJOURNMENT

8. ACTION: Recommendation to approve Resolution 21-URA06 for Contract 50074 with Agnew Beck.

ADJOURNMENT

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

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

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

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

Vendor Name	Invoice Number	Description	Net Invoice Amount
URBAN RENEWAL AGENCY			
URBAN RENEWAL EXPENDITURES			
98-4410-4200 PROFESSIONAL SERVICES			
SUN VALLEY ECONOMIC DEVEL	1311	FY 2022 QRT1	3,750.00
Total URBAN RENEWAL EXPENDITURES:			3,750.00
Total URBAN RENEWAL AGENCY:			3,750.00
Grand Totals:			3,750.00

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

Tax Id No. 82-0451327

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

October 31, 2021

Invoice # 193220

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From October 8, 2021 Through October 31, 2021

RE: General Representation

CLIENT/MATTER: 08962-00001

HOURS

10/08/21	RPA	.20	Review emails concerning inventory of sidewalk projects, projects in the queue for construction shortly and projects which need design and engineering.
10/12/21	RPA	.20	Review emails concerning agenda items for the board meeting and preparatory meeting for the board meeting.
10/13/21	RPA	.30	Follow up on city-agency administrative services agreement and 111 W. Washington reimbursement agreement.
10/14/21	RPA	3.00	Prepare revision of the Administrative Services Agreement between City and KURA. Prepare explanatory email. Prepare draft reimbursement agreement between KURA and Devenports. Prepare explanatory email.
10/15/21	RPA	.50	Review agenda for the upcoming board meeting. Review emails concerning updates and attachments to the 111 W. Washington reimbursement agreement.
10/18/21	RPA	1.50	Review board meeting material. Prepare for and attend board meeting via zoom. Follow up on revision to the 111 W. Washington agreement and agreement for sidewalk projects with the city of Ketchum.
10/19/21	KSK	.50	Begin drafting city-agency construction agreement.
10/25/21	RPA	.10	Review email on ability to include KURA owned

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ELAM & BURKE
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: General Representation

CLIENT/MATTER: 08962-00001
October 31, 2021
Invoice # 193220

10/27/21 RPA .10 property for housing initiative survey.
Review email responses to the request to include
KURA property for city housing initiative survey.

PROFESSIONAL FEES 1,377.50

Timekeeper	Staff	Rate	Hours	Amount	Non-Chargeable Hours	Amount
Armbruster, Ryan P.	Of Counsel	225.00	5.90	1,327.50	.00	.00
Kline, Kim S.	Paralegal	100.00	.50	50.00	.00	.00
			6.40	1,377.50	.00	.00

COSTS ADVANCED	QTY	RATE	AMOUNT
Copies	43.00	.15	6.45
Color Copies	75.00	.15	11.25
TOTAL COSTS ADVANCED			17.70

INVOICE TOTAL 1,395.20

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Meeting Minutes

Regular Meeting

Monday, October 18, 2021

2:00 PM

Ketchum City Hall

CALL TO ORDER:

Chair, Ed Johnson called the meeting to order at 2:03 p.m.

ROLL CALL:

Present

Chair, Ed Johnson

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

Commissioner, Amanda Breen

Commissioner, Casey Burke

Commissioner, Susan Scovell

Commissioner, Jim Slanetz

Commissioner, Carson Palmer

Other Attendees:

Executive Director, Suzanne Frick

KURA Attorney, Ryan Armbruster (*via Zoom*)

Treasurer, Shellie Rubel

Secretary, Tara Fenwick

COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS: (*video 00:52:09*)

Susan Scovell - Would like to receive material packet earlier.

COMMUNICATION FROM THE PUBLIC: (*video 00:52:55*)

Chair, Ed Johnson opened the meeting to the Public.

No public comment.

CONSENT CALENDAR: (ALL ACTION ITEMS) (*00:53:27*)

Motion to approve consent agenda items. Commissioner, Amanda Breen presented the motion, Commissioner, Jim Slanetz seconded the motion. The motion passed. All in favor.



DISCUSSION ITEMS: *(video 00:53:59)*

Suzanne Frick, Director of Planning and Building provided the Commission with an update on projects for City Street improvements and repairs.

The Commission discussed and approved the draft contract for services with the City of Ketchum.

ACTION ITEMS: *(video 01:15:00)*

The Commission discussed staff recommendation to approve Owner Participation Agreement with Mountain Land Design.

The Commission will continue discussion on the subject, with experts which will include decision on URA reimbursements associated with private development.

Motion to approve Resolution 21-URA05, including eh editorial change. Commissioner, Susan Scovell presented the motion, Commissioner, Casey Burke seconded the motion. The motion passed. All in favor.

ADJOURNMENT:

Motion to adjourn. Commissioner, Amanda Breen presented the motion, Commissioner, Casey Burke seconded the motion. The motion passed. All in favor.

Ed Johnson, Chair

ATTEST:

Tara Fenwick, Secretary

Sun Valley Economic Development
October 2021

Describe any activities taken this month to advance your industry targeting objectives

(Objective A)- facilitated delivery of 6 tiny homes to Ketchum RV park for rental to 3 local businesses for seasonal employees; evaluating county wide fast-track ADU implementation program based in preferential supply chain access, grants and streamlined deployment; updated analysis of restaurants at risk of closure with 12 identified; rotated local professional jobs on MountainCareers.com to give new jobs visibility; SVCI's 1st cohort of 4 students secured apprenticeships with Ketchum, Sun Valley and Hailey restaurants; awarded \$150k IWDC Industry Grant application for SVCI; hosted 20 Idaho FCCLA educators at SVCI as path towards FY22 recruitment.

Describe any activities taken this month to advance your business outreach objectives

(Objective B) –direct outreach to 15 local business organizations; main topics remain lack of local talent and workforce housing options; continued business-business advocacy in support of Bluebird Affordable Housing project; continued analysis of other city STR programs; reviewed 1 Dept of Commerce RFI request (non-applicable); finalizing annual economic summit to virtual community forum with theme on resiliency post-Covid; completed data and graphics for Mountain Express Economic Almanac.

Describe any activities taken this month to advance your main street and entrepreneurship activities (Objective C)

– evaluation & commentary on Ketchum Historic Preservation Commission ordinance and In-Lieu housing fees; weekly meetings of Mayors Collaboration Group, monthly meetings of Blaine Recovery Committee and bi-monthly meetings of Business Working Group; support on Guyer Hot Springs revitalization project.

Describe any activities taken this month to advance your placemaking objectives (Objective D)

– working with Boise based film production company on upcoming feature length film to be shot in Ketchum; supported Trailing of the Sheep and Rebeccas' Ride events with data and economic analysis.

Describe any activities taken this month to advance your professional development objectives (Objective E)


–participated in webinars on agency & govt funding options

Describe any other activities taken this month that fall outside of your workplan objectives-

continued planning for annual retreat; reviewed & approved 1 RIVDA loan

MEMORANDUM

To: Ketchum Urban Renewal Agency Board members and Suzanne Frick

From: RPA Agency counsel 

Date: November 10, 2021

Re: Planning, Design, Engineering Construction Project Agreement

On your agenda for the November 15, 2021, Board meeting, you will be discussing the above referenced agreement (“Agreement”). In simplest terms, the Agreement defines the services the city of Ketchum will provide for the planning, design, engineering, and construction project activity related to the KURA sidewalk improvement project, which the Agency has identified to design and engineer the project with construction of the improvements in the 2022 construction season. KURA will provide a not-to-exceed amount to pay the City for all these services and the construction contract to install the improvements. We have found this type of agreement a good model for urban renewal agencies which do not have an administrative infrastructure to take on all the responsibilities of the statutory process for selection of architects, engineers, contractors, or construction managers. Especially in situations where the funded urban renewal project is a very traditional project typically developed and constructed by a city or other related public entity, the city or other related public entity takes on the responsibility of those services with the urban renewal agency providing all or part of the funding for the project.

This draft agreement is subject to your input and guidance to further refine and define the project and the responsibilities of KURA and the City. Several highlights and open issues for comment:

- The overall project to be funded by KURA is defined as the Sidewalk Related Improvements/Sidewalk Improvements Project. You likely have a much better reference which we can use, as well as probably attaching a map or other exhibit which would better describe the project. The Agreement does indicate the improvements KURA intends to fund is part of a larger project the City is moving forward with concerning similar improvements outside the KURA Project Area.
- The Agreement recognizes the City, either through its own internal staff or by formal selection of the architect/engineer, has started the process of design and engineering for the Sidewalk Improvements Project.
- As I understand the status of the Sidewalk Improvements Project, the design and engineering, at least at the conceptual level, has been reviewed and approved by KURA and the City.
- At this point, there should be the ability to provide a reasonable not-to-exceed figure which KURA will agree to fund for the Sidewalk Related Improvements. This amount should also include an estimate of the expenses incurred by the City for internal activity by City staff. Once that estimate is

Memorandum

Re: Planning, Design, Engineering Construction Project Agreement

November 10, 2021

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provided, KURA will have the option to move forward with the Sidewalk Related Improvements or decide to modify the project to meet budgetary constraints.

- As drafted, the KURA contribution is on a reimbursable basis paid when the City provides appropriate invoicing for design and engineering and after selection invoicing from the contractor.
- When the contractor bids are received, KURA and the City have another point where they may need to decide whether to move forward as originally planned or respond to the bid amount if it exceeds the not-to-exceed amount previously agreed to by KURA.
- This draft does provide for a monetary contribution of some amount by the City as part of its contribution to the Sidewalk Related Improvements. Alternatively, the City could contribute to the project by not charging KURA for the City's internal costs of its staff to manage this project.

Certainly, there may be other issues or concerns which we can address at the Board meeting.

4869-9146-8035, v. 1

**PLANNING, DESIGN, ENGINEERING, AND
CONSTRUCTION PROJECT AGREEMENT
DOWNTOWN KETCHUM IMPROVEMENT PROJECT
(SIDEWALK RELATED IMPROVEMENTS)**

THIS PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION PROJECT AGREEMENT FOR THE DOWNTOWN KETCHUM IMPROVEMENT PROJECT (SIDEWALK RELATED IMPROVEMENTS) (the "Construction Agreement") is made and entered into this ____ day of _____, 2021, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the "City"), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the "Agency"), individually referred to as "Party" and collectively as the "Parties."

RECITALS

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

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

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

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the "Project Area"), which Project Area is depicted on **Exhibit A**, attached hereto, and incorporated herein by reference;

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

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

WHEREAS, the City seeks the Agency's funding of certain improvements to Downtown Ketchum including planning, design, engineering, and construction of improvements to the sidewalks, streets, and crosswalks (the "Sidewalk Improvements Project");

WHEREAS, preliminary estimates for the costs of the final planning, design, engineering, and construction of the Sidewalk Improvements Project total approximately \$_____;

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

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

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

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

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

WHEREAS, in consideration of the payment by the Agency for the Sidewalk Improvements Project costs, as more specifically defined in this Construction Agreement, the City hereby agrees to serve and perform as project manager for the final planning, design, and engineering of the Sidewalk Improvements Project; said final design to be subject to the review and approval of the Agency. Additionally, the City hereby agrees to serve and perform as project manager for the public works construction of the Sidewalk Related Improvements (including the solicitation of those services), and provide project oversight and inspection;

WHEREAS, the City has committed certain funds for its contribution to the Sidewalk Improvements Project;

WHEREAS, the Sidewalk Improvements Project described in this Agreement is part of a larger project the City is performing concerning sidewalks and improvements outside of the Project Area.

AGREEMENT

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

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

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

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

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

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

Engineering Services shall mean the planning, design, engineering, cost estimating, surveying work, and proposing the location of certain public improvements related to the Sidewalk Improvements Project along with the agreement with the selected Engineering Services provider, _____ and/or as performed by the City's Public Works Department.

Sidewalk Improvements Project Design shall mean the services related to planning, design, engineering, and proposing the location of the Sidewalk Improvements Project.

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

2. **Recitals and Purpose.**

- a. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

- b. The purpose of this Construction Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the planning, design services, engineering services, project management services, and cost estimating services for this Construction Agreement. Generally, the Agency shall be responsible for the costs of planning, design, surveying, cost estimating, engineering, and construction of the Sidewalk Improvements Project, including costs for the planning, design, engineering, and administration of the Sidewalk

Improvements Project. The City shall serve as project manager as described below. This Construction Agreement constitutes a joint agreement between the City and the Agency for the successful completion of the Sidewalk Improvements Project.

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

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

3.2 Engineering Services. Agency and City acknowledge City intends to complete design and engineering services either “in house” through the City’s Public Works Department or through the City’s on-call engineers, [Company] (“[Engineer]”). The City Engineering Department or [Engineer] will provide planning, design, engineering, site location, bid preparation, and project management for the Sidewalk Improvements Project. The City Engineering Department and/or [Engineer] will be expected to site the Sidewalk Improvements Project, provide the final design and engineering services for the Sidewalk Improvements Project, prepare the bid documents, and assist in the selection of the Contractor for the Sidewalk Improvements Project. In the event additional outside engineering services are needed, both City and Agency agree to proceed through the required selection process required by state statute. In that event, Agency may determine a not-to-exceed amount for such design and engineering services. Any scope of work issued to [Engineer] shall be between the City and [Engineer].

3.2.1. Planning, Site Location, Architectural Design Services, and Engineering Services. [Engineer] completed a preliminary design concept illustrating the scale and relationship of the construction of the Sidewalk Improvements Project. This concept shall be the basis for the final engineering and design to be completed under this Construction Agreement. The completed scope of work shall include a specific cost estimate for the Sidewalk Improvements Project, including construction costs. If that estimate exceeds the not-to-exceed figure described in Section 6 of this Construction Agreement, the City and Agency shall mutually determine what alternatives should be pursued, including redesign, relocation, seeking additional funds, limiting the scope of the Sidewalk Improvements Project, or not proceeding further.

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

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

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

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

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

3.5 City Contribution. The Sidewalk Related Improvements as described in this Agreement within the Project Area and funded through the Agency is part of a larger overall improvement project to certain streets and sidewalks the City intends to pursue in 2022. The City has budgeted \$_____ for that work. In addition, as contribution to the Sidewalk Related Improvements, City agrees to contribute \$_____. Alternatively, as defined in Section 6 of this Agreement, City may agree to forego reimbursement for internal costs of City personnel in performing the services described in this Agreement.

- 4. **Agency and City Obligations.** The purpose of this Construction Agreement is to provide for the definition of rights, obligations and responsibilities of the Agency and City regarding the construction of the Sidewalk Improvements Project.
- 5. **Effective Date.** This Construction Agreement shall be effective upon execution of the Construction Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City and/or the City Manager, as the case may be.
- 6. **Method of Reimbursement.** As consideration for the City Services and Responsibilities set forth above, the Agency shall pay for the costs of the Sidewalk Improvements Project, including planning, design and engineering services and project management and

administration by the City. Such costs shall not exceed \$_____, including the project administration costs imposed by the City. If after the opening of the Bids, the estimated construction costs for the Sidewalk Improvements Project, including planning, design, and engineering costs, exceeds \$_____, the City shall request in writing the approval of the Agency for the additional funds. Such request shall be made prior to awarding the contract and incurring any costs in excess of \$_____.

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

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

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

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

Direct Personnel Expense is defined as that portion of the direct salaries of all of the City's personnel engaged on the Sidewalk Improvements Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as

employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

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

7. **Records.** Records of Sidewalk Improvements Project costs, Reimbursable Costs and costs pertaining to Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Agency or the Agency's authorized representative at mutually convenient times.
8. **Insurance.**
 - a. The City (either itself or the selected Contractor) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Sidewalk Improvements Project; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Sidewalk Improvements Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Sidewalk Improvements Project; and claims arising out of the performance of this Construction Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.
 - b. The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage to the Sidewalk Improvements Project or other property owned by the City.
9. **Indemnity.** Only to the extent permitted by Idaho law, the City shall defend, indemnify and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable planning, design and engineering fees and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the planning, design and engineering of the Sidewalk Improvements Project or otherwise

arising out of this Construction Agreement. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

10. **Amendment.** This entire Construction Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.
11. **Severability.** In the event any provision of this Construction Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. **Notice.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Construction Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:

Ed Johnson, Chair
Ketchum Urban Renewal Agency
P.O. Box 2315
Ketchum, ID 83340

To City:

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

13. **Non-Waiver.** Failure of either party to exercise any of the rights under this Construction Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
14. **Choice of Law.** Any dispute under this Construction Agreement, or related to this Construction Agreement, shall be decided in accordance with the laws of the state of Idaho.
15. **Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Construction Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Construction Agreement.

16. **Authority to Execute.** Agency and City have duly authorized and have full power and authority to execute this Construction Agreement.
17. **Assignment.** It is expressly agreed and understood by the Parties hereto that City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Construction Agreement except upon the prior express written consent of Agency.
18. **Disputes.** In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Construction Agreement, the aggrieved party shall promptly notify the other party to this Construction Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, each party shall have the right to pursue any rights or remedies it may have at law or in equity.
19. **Entire Agreement.** This Construction Agreement along with any and all exhibits attached hereto and incorporated herein by reference contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Project.

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

CITY OF KETCHUM

By _____
Neil Bradshaw, Mayor

ATTEST:

City Clerk

KETCHUM URBAN RENEWAL AGENCY

By _____
Ed Johnson, Chairman

ATTEST:

Secretary

Exhibit A

(Project Area Map)

Exhibit B

(Illustration of the Sidewalk Related Improvements)

4851-1830-0415, v. 2



Ketchum Urban Renewal Agency

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

November 15, 2021

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE RESOLUTION 21-URA06 APPROVING CONTRACT FOR SERVICES 50074 WITH AGNEW BECK

Introduction/History

At the September 20, 2021, meeting, the Board reviewed the proposed scope of work and cost from Agnew Beck for outreach related to future development of the 1st Street and Washington Ave KURA owned property.

Staff has worked with Agnew Beck to prepare a contract and scope of work for consideration and approval by the Board (Attachment A).

Financial Requirement/Impact

The contract is for \$29,050 to perform the scope of work outlined in the contract. The FY 21/22 budget contains \$60,000 for professional services. There is sufficient funding in the KURA budget to fund the contract.

Recommendation and Motion

Staff recommends the Board adopt the following motion:

I move to approve Resolution 21-URA06 approving Contract for Services 50074.

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 CONTRACT FOR SERVICES 50074 BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND AGNEW:BECK, 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 goals: The assembly of land into parcels suitable for modern, integrated development with improved urban development standards, including setbacks, parking, pedestrian and vehicular circulation in the Revenue Allocation Area. Additionally, the Amended Plan seeks to further its goal of and the opportunity of providing affordable housing within the Revenue Allocation Area; 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 enter into a contract for services to evaluate options for redevelopment of the Agency owned property at First Street and Washington Avenue in Ketchum;

WHEREAS, the Agency reviewed the proposal from Agnew Beck and at their meeting on September 20, 2021 and recommended staff and Agnew Beck prepare a contract for services;

WHEREAS, the parties specifically acknowledge and agree that all funds paid to the Agnew Beck for the Agreement shall be used solely to provide services for Agency as identified in the Agreement. 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 for Agnew Beck shall perform and the compensation to be paid by the Agency for the same;

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 Amended 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 20, 2021, 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 November 15, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, November 15, 2021.

URBAN RENEWAL AGENCY OF KETCHUM

By _____
Ed Johnson, Chair

ATTEST:

By _____
Tara Fenwick, Secretary

CONTRACT FOR SERVICES 50074

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 Agnew:Beck (herein referred to as "Contractor"). Collectively, KURA and Contractor 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 conduct outreach and gather input on potential development located at the KURA owned site at 1st Street and Washington Avenue.

D. Contractor has the expertise to assist the KURA with community outreach and evaluation of development options for the site.

E. The parties specifically acknowledge and agree that all funds paid to Contractor under this Agreement shall be used solely to provide services for KURA for the scope and services identified in Attachment A. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

F. 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 Contractor, 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 Contractor an amount not to exceed twenty-nine and fifty thousand dollars (\$29,050) 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 for one year from the effective date of this Contract.
3. Scope of Services. The Parties hereby agree that Contractor shall provide certain services to KURA as set forth in the Scope of Services attached hereto as Exhibit A.
4. Payments.
 - a. Contractor shall maintain time and expense records and make them available to the KURA monthly and provide monthly invoices in a format acceptable to the KURA for work performed to the date of the invoice. Each invoice shall specify charges as they relate to specific tasks. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date.
 - b. All invoices shall be paid by the KURA within forty-five (45) days of receipt of proper invoice. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.
 - c. If the services subject to a specific invoice do not meet the requirements of this Agreement as the KURA may determine, the KURA shall notify Contractor in writing and provide specific deficiencies in the work that do not meet the requirements. Contractor shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in the KURA's written notice. If the KURA again determines the work fails to meet the requirements, the KURA may withhold payment until deficiencies have been corrected to the KUR's satisfaction or may terminate this Agreement for cause as set forth in Section 6 of this Agreement.
5. Records Access and Audits. Contractor shall maintain complete and accurate records with respect to costs incurred and time expended under this Agreement. All such records shall be maintained according to generally accepted

accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by the KURA representatives for three (3) years after final payment. Copies shall be made available to the KURA upon request.

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

Agnew Beck
802 West Bannock Street Suite 305A
Boise, ID 83702

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 Contractor'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, Contractor 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 Contractor shall fail to fulfill its obligations in compliance with the Scope of Services as set forth in Section 3, or if Contractor 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, Contractor shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

Notwithstanding the above, Contractor shall not be relieved of

liability to KURA by virtue of any breach of this Agreement by Contractor, and KURA may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due KURA from Contractor is determined. Contractor 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 Contractor hereby agree that the Contractor 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. Contractor, 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. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor 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 Contractor, but Contractor 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 Contractor accomplishes the results of the services performed hereunder. Contractor has no obligation to work any particular hours or days or any particular number of hours or days. Contractor 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 Contractor.

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

- d. Compliance with Laws/Public Records. Contractor 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. Contractor 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. Contractor 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 Contractor, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. Contractor 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 Contractor.
- 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 Contractor, 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. Contractor 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

Agnew : Beck

Chair



Ellen Campfield Nelson

Date _____

Date October 21, 2021

ATTEST:

Tara Fenwick, Agency Secretary

Ketchum Urban Renewal Agency Site Specific Outreach and Engagement <i>Submitted by Agnew::Beck September 13, 2021</i>	Principal		Data Analyst and Project Support		Total
Timeframe: October 2021 to March 2022	hours	rate	hours	rate	
		\$170		\$100	
Task 1: Project Initiation (Oct)	14	\$2,380	16	\$1,600	\$3,980
1A. Project Team Kick-Off	4	\$680	6	\$600	
1.B Virtual Work Session with KURA Commissioners	8	\$1,360	4	\$400	
1C. Conduct Stakeholder Analysis and Develop Engagement Plan	2	\$340	6	\$600	
Deliverables from Task 1: Stakeholder engagement plan; summary of KURA staff and Commissioners project goals and objectives; project management schedule and work plan					
Task 2: Project Research and Preliminary Findings (Oct-Dec)	32	\$5,440	50	\$5,000	\$10,440
2A. Key Informant Interviews	8	\$1,360	12	\$1,200	
2B. Review and Summarize Existing Site Conditions Information	6	\$1,020	12	\$1,200	
2C. Coordinate Community Survey Questions and Analysis	4	\$680	12	\$1,200	
2D. Key Findings	8	\$1,360	8	\$800	
2E. Share Preliminary Findings with KURA Commissioners and Staff/Project Team	6	\$1,020	6	\$600	
Deliverables from Task 2: Site considerations summary map; community survey and key informant findings; preliminary findings memo/presentation					
Task 3: Conduct Additional Community Outreach (Dec-Feb)	30	\$5,100	36	\$3,600	\$8,700
3A. Facilitate Community Workshops	30	\$5,100	36	\$3,600	
Deliverables from Task 3: Workshop materials and documentation					
Task 4: Summarize and Synthesize Community Preferences (Feb-Mar)	14	\$2,380	18	\$1,800	\$4,180
4A. Summarize and Share Findings	8	\$1,360	12	\$1,200	
4B. Share Final Findings with KURA Commissioners and Staff/Project Team	6	\$1,020	6	\$600	
Deliverables from Task 4: Summary boards/final findings					
Expenses *					\$1,750
TOTAL	90	\$ 15,300	120	\$ 12,000	\$ 29,050

EXCLUSIONS + TERMS

* Expense line includes Travel and Non-Travel Expenses. Travel Expenses estimate assumes up two (2) in-person visits by 1 or 2 people per visit. Visits are assumed to be 2 days/1 night. Costs include lodging, mileage and per diem, using current federal mileage and per diem rates. Other meetings will be held virtually. A::B strictly adheres to current CDC and local health authority health and safety guidance when planning for and participating in in-person meetings/events/gatherings. Non-Travel Expenses covers costs for use of equipment and services required in the normal performance of the contract. Costs for printing, mailing or otherwise distributing materials, or for paid advertising are not included in this budget and would be paid for directly by client, as needed.

Rights to final versions of all materials are transferred to the client upon conclusion of the project. A::B reserves the right to use any and all project materials for educational and marketing purposes. A::B reserves the rights to any draft or conceptual materials developed in the course of the project, or other materials specified in the terms of the contract.

A::B reserves the right to move budget between tasks, staff and subcontractors so long as costs do not exceed the total budget.