Ketchum Urban Renewal Agency

P.O. Box 2315 | 191 5th Street | Ketchum, ID 83340

July 13, 2026

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

ADOPTION OF RESOLUTION 26-URA05 APPROVING REIMBURSEMENT AGREEMENT #50103 BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND ARCH COMMUNITY HOUSING TRUST FOR THE LEADVILLE AVENUE PROJECT.

Introduction/History

The Board has identified Community Housing as a strategic priority and has requested staff to identify partnership opportunities. On November 11, 2025, the Board received a briefing on the project and expressed initial support to fund public infrastructure (sidewalks, alley) associated with the community housing project. ARCH is working to complete an eleven-unit community housing project at Leadville Avenue and 2nd Street. The historic home onsite has already been updated. The new development (ten units) was approved by the Planning and Zoning Commission (attached drawings). As part of the development application, the applicant (ARCH) would be required to construct a new sidewalk and make improvements to the public alley. ARCH has awarded the construction project to a builder and is prepared to commence the project.

Financial Impact

The initial estimate in November 2025 for public infrastructure was $275,000. The revised bid amount in the reimbursement agreement is $233,933. Adequate funds exist in the agency budget to address the request.

Staff will also coordinate with the City Council to finalize city financial participation to offset planning fees and development impact fees (estimated at $109,394).

Recommendation and Motion

Staff recommends approval of Resolution 26-URA05.

"I move to adopt Resolution 26-URA05 approving Reimbursement Agreement #50103 between the Ketchum Urban Renewal Agency and ARCH Community Housing Trust and authorizing the Chair to execute the agreement and associated documents."

Attachments

Resolution 26-URA05
Reimbursement Agreement #50103
Project site plan

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 THE AGENCY TO ENTER INTO A REIMBURSEMENT PARTICIPATION AGREEMENT WITH ARCH COMMUNITY HOUSING TRUST, INC. ("AGREEMENT"); AUTHORIZING THE CHAIRMAN OR VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT, AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, these projects will greatly enhance safety and pedestrian, will add to the vibrancy of downtown, and will generally improve deteriorated or deteriorating infrastructure;

WHEREAS, ARCH Community Housing Trust, Inc. ("Participant") owns or controls certain real property located at 140 and 180 Leadville Avenue, Ketchum, Idaho (the "Project Site") which is more accurately depicted as Lot 3 and 4, Block 22, Ketchum Townsite. The Project Site will be redeveloped and improved resulting in an upgraded residential building ("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") which is located within the Agency's Project Area;

WHEREAS, as part of Participant's Project, Participant intends to install certain public infrastructure adjacent to the Site, which includes public sidewalks, curb and gutter improvements, public landscaping, and streetlights and is consistent with the objectives of 2010 Plan;

WHEREAS, the City received estimates for the Improvement Project, and the Agency has agreed to fund a portion of the Improvement Project in a not to exceed amount of $233,933.50;

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 Improvement Project;

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

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Chair or Vice-Chair to execute and attest the 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 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 Agreement.

Section 3: That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Agreement or other documents are acceptable and are consistent with the provisions of the Agreement and the comments and discussion received at the July 13, 2026, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on July 13, 2026. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on July 13, 2026.

URBAN RENEWAL AGENCY OF KETCHUM

By ___________________________________
Tyler Davis-Jeffers, Chair

ATTEST:

By ____
Secretary

4926-1365-2667, v. 2

REIMBURSEMENT PARTICIPATION AGREEMENT

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 ARCH Community Housing Trust, Inc., an Idaho non-profit corporation ("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 140 and 180 Leadville Avenue, Ketchum, Idaho (the "Project Site") which is more accurately depicted as Lot 3 and 4, Block 22, Ketchum Townsite. The Project Site will be redeveloped and improved resulting in an upgraded residential 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 the 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 goals to mitigate and remediate the Ketchum Urban Renewal District. The Agency has also previously adopted a Participation Policy for funding such goals.

D. The Improvement Project includes improvements of public infrastructure to replace sidewalks, curb, gutter, alley and street trees, and streetlights, 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 public infrastructure funding under the Participation Policy.

F. The Improvement Project, while not specifically identified in the Plan, consists of traditional public 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 in 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:

> 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 requirements and standards.

3. Initial Construction Funding. Participant shall pay all of the costs of construction for the Improvement Project. Agency acknowledges that the Schedule of Eligible 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 $250,000. The parties represent the estimate for the Improvement Project does not exceed $250,000; (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. **<u>Notification of Completion; Inspection</u>.** 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. **<u>Determining Actual Payment after Completion of Construction</u>.** 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 **<u>Exhibit C</u>** 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.

Actual Eligible Costs to be reimbursed are not to exceed $233,933.50. Agency's determination of the Actual Eligible Costs to be reimbursed is within its sole discretion. Agency and Participant acknowledge actual eligible expenses for the Improvement Project may exceed $233,933.50.

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 $233,933.50 **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 $233,933.50 has been extinguished previously. Agency shall determine its obligation for payment based on increases to assessed value. 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.

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 to 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 $233,933.50. Participant and Agency acknowledge the amount of eligible costs exceeds $233,933.50.

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 11 housing units for workforce housing. Should those 11 housing units not be available for workforce housing, 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 June 2028. 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 to 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:	ARCH Community Housing Trust, Inc. Attn; Michelle Griffith - Executive Director PO Box 3569 Hailey, Idaho 83333 michelle@archbc.org
If to Agency:	Jade Riley, Executive Director Ketchum Urban Renewal Agency P.O. Box 2315 Ketchum, Idaho 83340 208-726-7801 jriley@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, defend, 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.

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, 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 for 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. **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.

23. **Anti-Boycott Against Israel Certification.** Participant hereby certifies pursuant to Section 67-2346, Idaho Code, that it is not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

24. **Contract With A Company Owned or Operated by the Government of China Prohibited.** Participant hereby certifies pursuant Section 67-2359, Idaho Code, that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

25. **Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors.** Participant hereby certifies pursuant to Section 67-2347A, Idaho Code, that it is not currently engaged in a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code.

[Signatures appear on the following page.]

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

AGENCY:

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

____
Tyler Davis-Jeffers, Chair

Date: ________________________________

PARTICIPANT:

ARCH Community Housing Trust, Inc.

____
Michelle Griffith, Executive Director

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 140 and 180 Leadville Avenue consists of residential new construction apartments and renovation of a historic home, with two carport buildings providing a total of 11 housing units and 11 carports. All units provide workforce housing, with an income target for the property of eighty to one hundred forty percent of area median income (80-140%).

The Improvement Project consists of public improvements to the sidewalks, curb, gutter, and alley and street landscaping.

EXHIBIT B
PARTICIPANT'S PROJECT SITE MAP

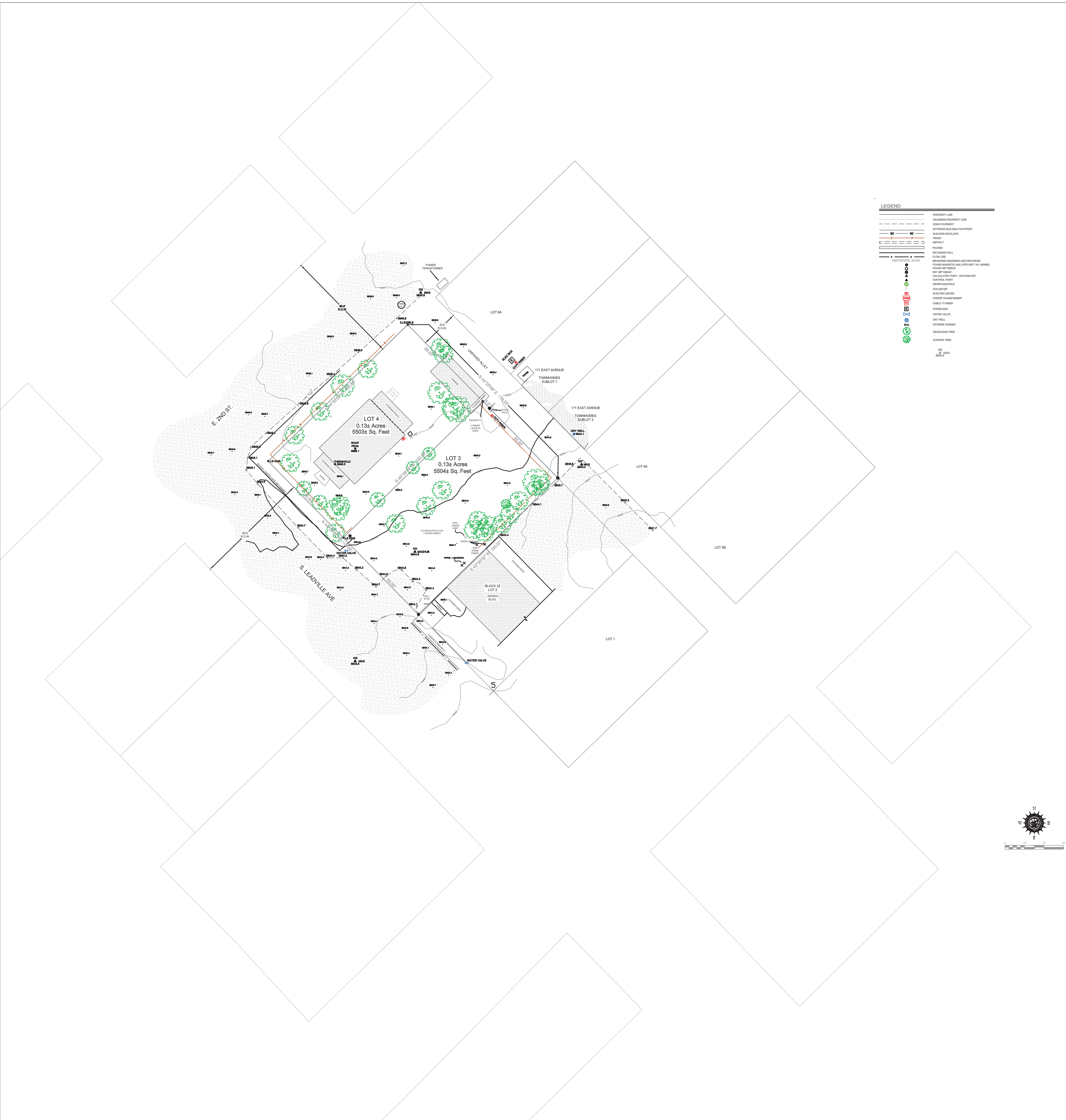
EXHIBIT C
SCHEDULE OF ELIGIBLE COSTS

ARCH 140-180 Leadville - City Infrastructure Costs

Grading & Exc.	$	6,200.00
AB / AC Prep & Installation	$	80,430.00
City Concrete	$	61,496.00
City Tree Wells	$	66,057.50
Striping & Signage	$	6,500.00
Streetlight	$	13,250.00
Total	**$**	**233,933.5**

Not to exceed $233,933.50.

4936-8188-8955, v. 4



NOTES

SURVEY NARRATIVE:

1. THE PURPOSE OF THIS MAP IS TO SHOW LIMITED SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED

   USING PROPORTIONED DISTANCES AND BEARINGS ADJUSTED TO BLAINE COUNTY GIS.
2. REFERENCED SURVEYS: PLAT OF VILLAGE OF KETCHUM: INST. NO. 302967; RECORD OF SURVEY OF KETCHUM TOWNSITE: BLOCK 22, LOT 2, INST. NO. 649860; PLAT OF KETCHUM TOWNSITE: BLOCK 22: LOTS 5B, 6A, 7A & 8A, INST. NO.

   588272
2. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID03) DATUM UTILIZING SMARTNET CORS STATION IDKM.
4. UNDERGROUND UTILITIES WERE NOT LOCATED AND ARE NOT SHOWN HEREON.
5. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
7. TITLE POLICY BY STEWART TITLE GUARANTY COMPANY, FILE NO. 22455699, GUARANTEE NO. G-0000381478838, DATED JUNE 7, 2022. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.
8. ELECTRONIC DATA: BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR

   LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.
9. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:

10. BUILDING AREA: BUILDING ENVELOPE IF SHOWN, IS PER PLAT. SETBACK AND FOOTPRINT REQUIREMENTS PER CURRENT CITY/COUNTY ORDINANCES MAY VARY FROM PLAT. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN.
11. GENERAL RESTRICTIONS : EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS.

SURVEY AND SITE FEATURES:

12. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
13. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & CC&R'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
14. UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
15. BUILDING WALLS IF SHOWN HEREON ARE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
16. SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
17. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
18. ORTHOPHOTOGRAPHY: PHOTO RECTIFIED AT GROUND LEVEL ONLY. IMAGES OF OBJECTS ABOVE GROUND LEVEL (TREES, BUILDINGS, POWER POLES, ETC.,) MAY

    BE DISPLACED. DATE OF PHOTOGRAPHY: MAY 2017.
19. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.
20. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
21. FEATURES OBSCURED FROM VIEW BY DEBRIS, SNOW, VEGETATION OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

ARCH COMMUNITY HOUSING
BLOCK 22, LOTS 3 & 4

LOCATED WITHIN
SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT NO. 22078	DWG BY: HDB	CRD: 22078.CRD	22078_TOPO.DWG
A TOPOGRAPHIC MAP	DATE OF SURVEY: 6/9/2022		SHEET: 1 OF 1

MARTIN HENRY KAPLAN
M · H · K
ARCHITECTURE
THE MHK ARCHITECTS
A I A
251 HILLSIDE DR. P.O. BOX 482, KETCHUM ID 83340
TEL. 206.682.8600 CELL. 206.972.9972

LICENSED ARCHITECT
AA-984567
MARTIN HENRY KAPLAN
STATE OF IDAHO

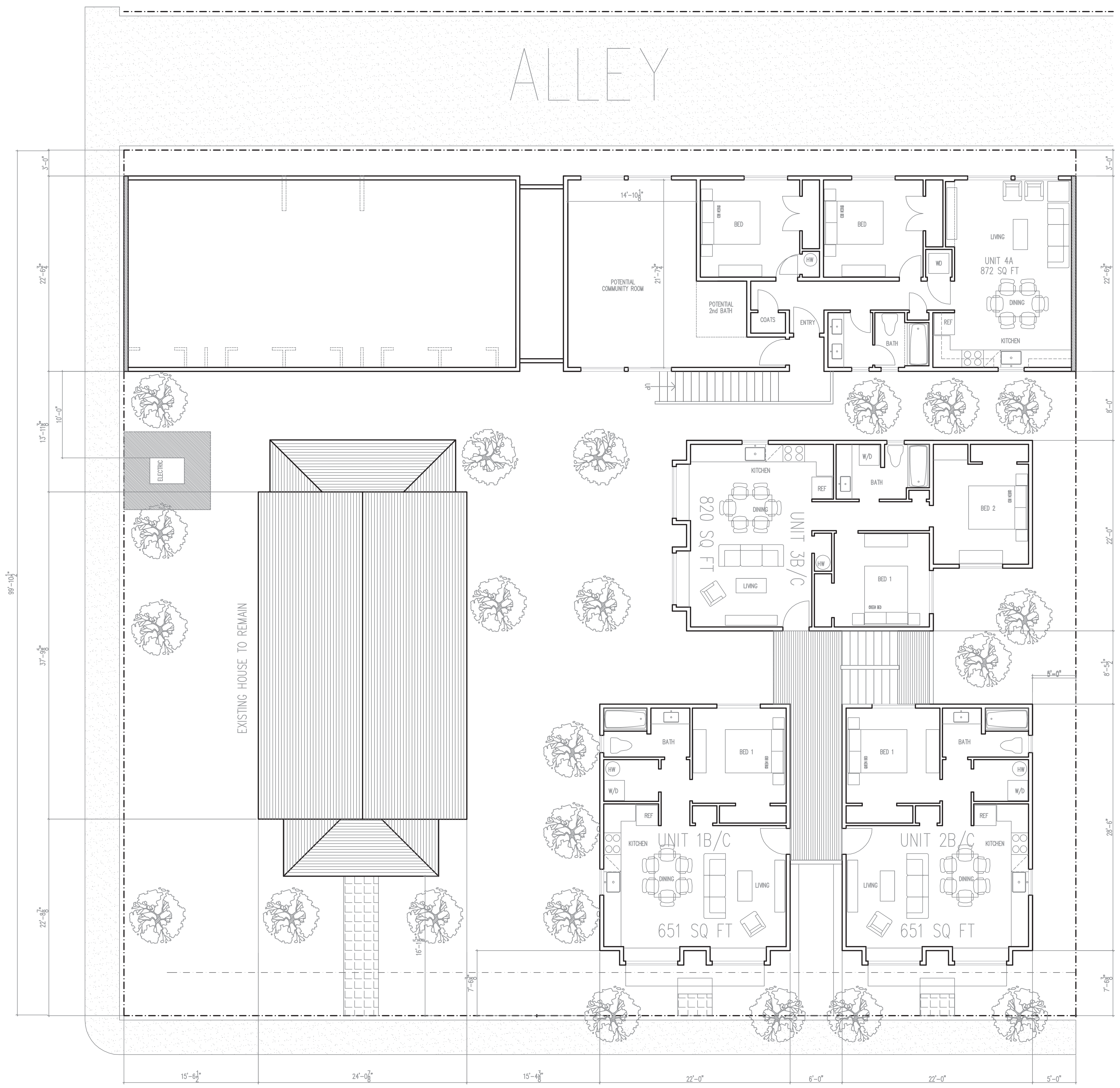
ARCH - N LEADVILLE & E 2ND
AN AFFORDABLE HOUSING PROJECT
140-180 N LEADVILLE, KETCHUM ID 83340

NO	DESCRIPTION	DATE
7	PRE DES REV APP	01.07.25
4	PRE PLNG MTG C	10.25.24
3	PRE PLNG MTG B	10.07.24
2	PRE PLNG MTG	08.02.24

I S S U E S

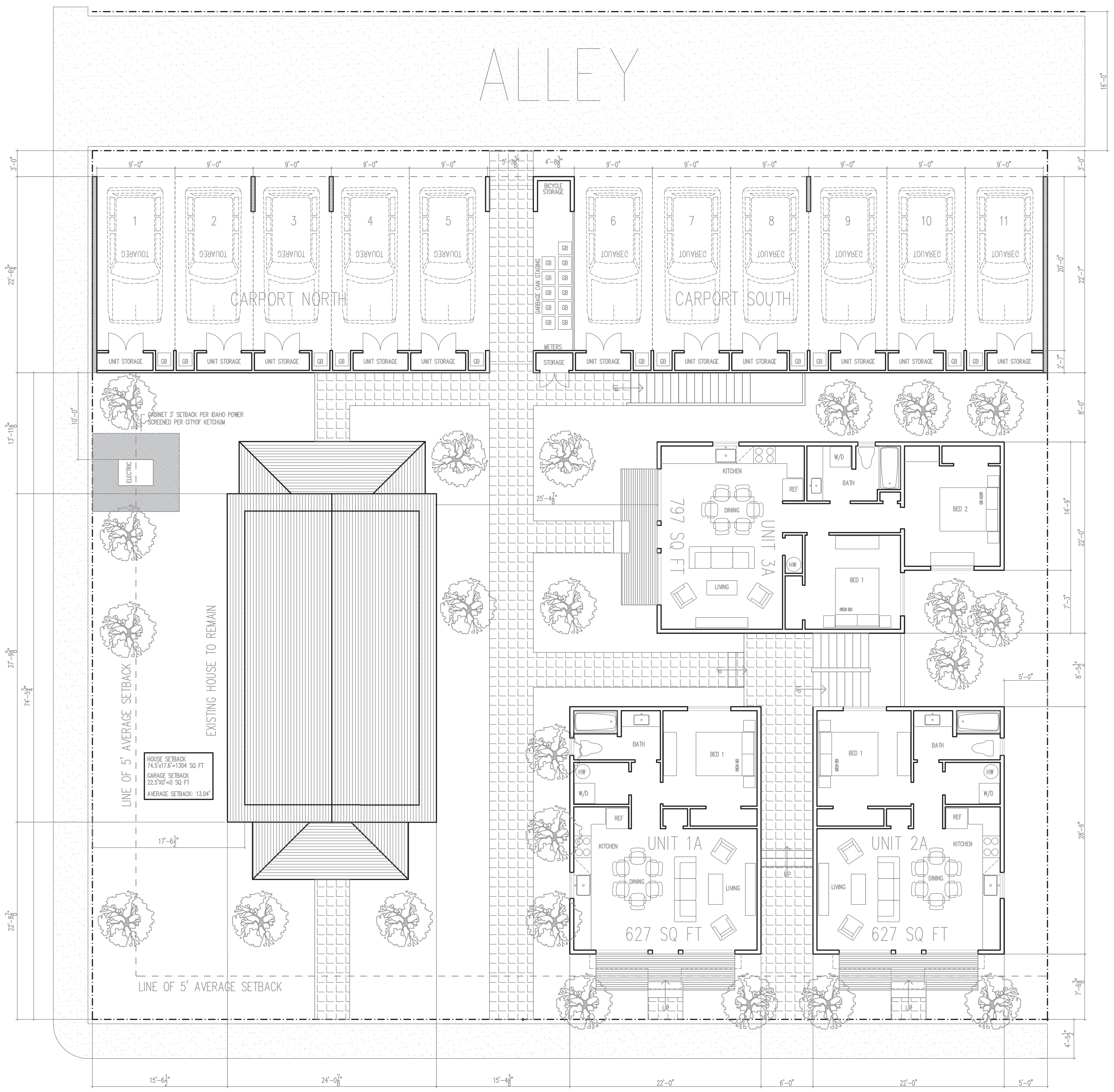
DRAWN BY: MHK
SCALE: 1/8"=1'-0"

A.1



180 140

LEADVILLE
LEVELS 2 & 3



180 140

LEADVILLE
GROUND FLOOR

BUILDING A: 1,931 SQ FT GROSS LIVING AREA
BUILDING B: 1,931 SQ FT GROSS LIVING AREA
BUILDING C: 2,438 SQ FT GROSS LIVING AREA
BUILDING D: 1,356 SQ FT GROSS LIVING AREA
EXISTING HOUSE; 910 SQ FT GROSS LIVING AREA
GROSS LIVING AREA SQ FT PROPOSED: 8,566 SQ FT
FAR ALLOWED 2.25 (17.124.040 AFFORDABLE HOUSING 100% 24,765.75 SQ FT
FAR PROPOSED: .77
CARPORT: 2,334 SQ FT

PROPOSED BUILDING HEIGHT: 34.0' (52' ALLOWED PER 17.12.040 100% COMMUNITY HOUSING)

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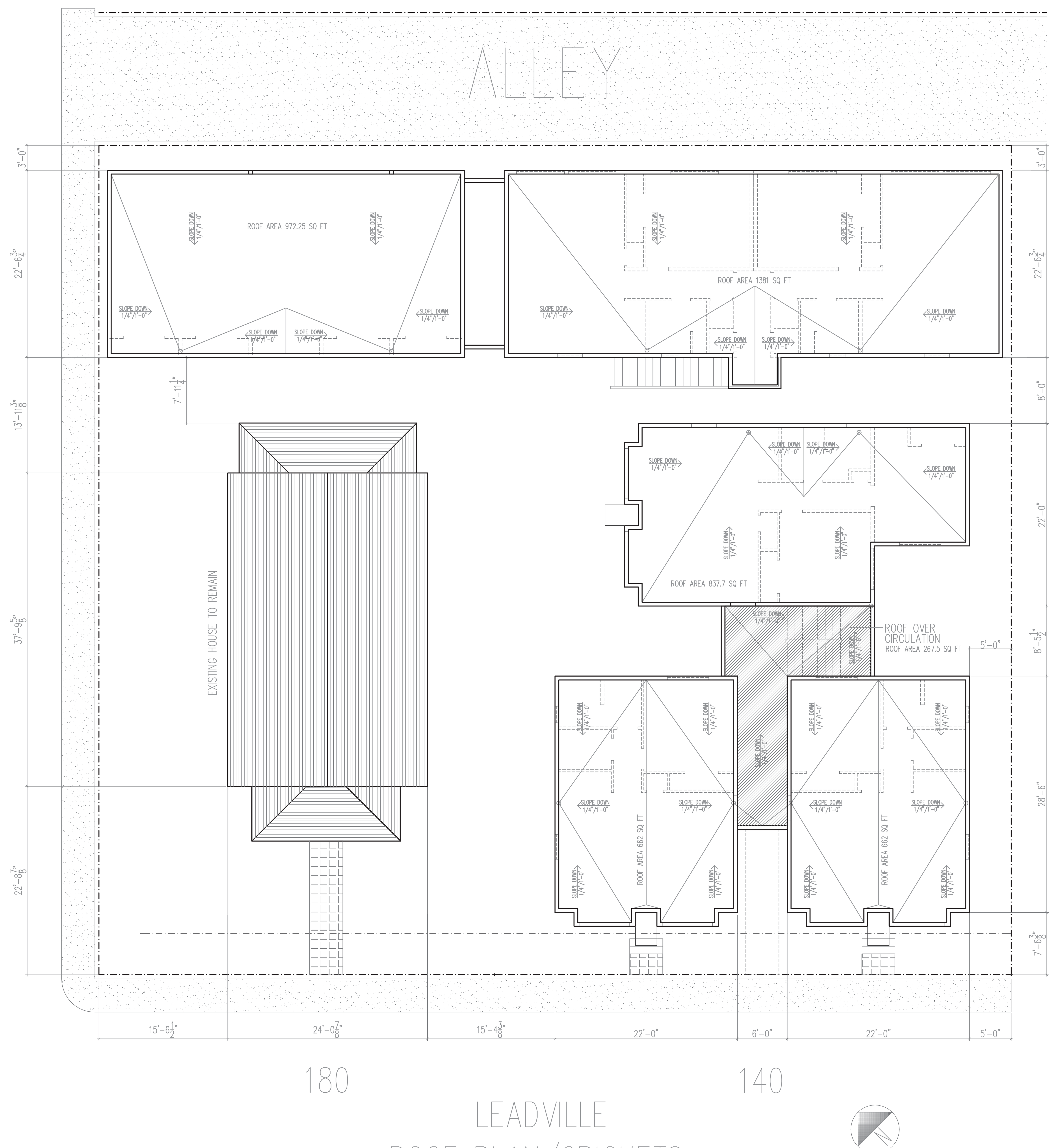
NO	DESCRIPTION	DATE
9	PRE DES REV APP	01.14.25
8	PRE DES REV APP	01.11.25
7	PRE DES REV APP	01.07.25
4	PRE PLNG MTG C	10.25.24
3	PRE PLNG MTG B	10.07.24
2	PRE PLNG MTG	08.02.24

ISSUES

DRAWN BY: MHK
SCALE: 1/8"=1'-0"

A.2



ROOF PLAN/CRICKETS

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M·H·K
ARCHITECTURE
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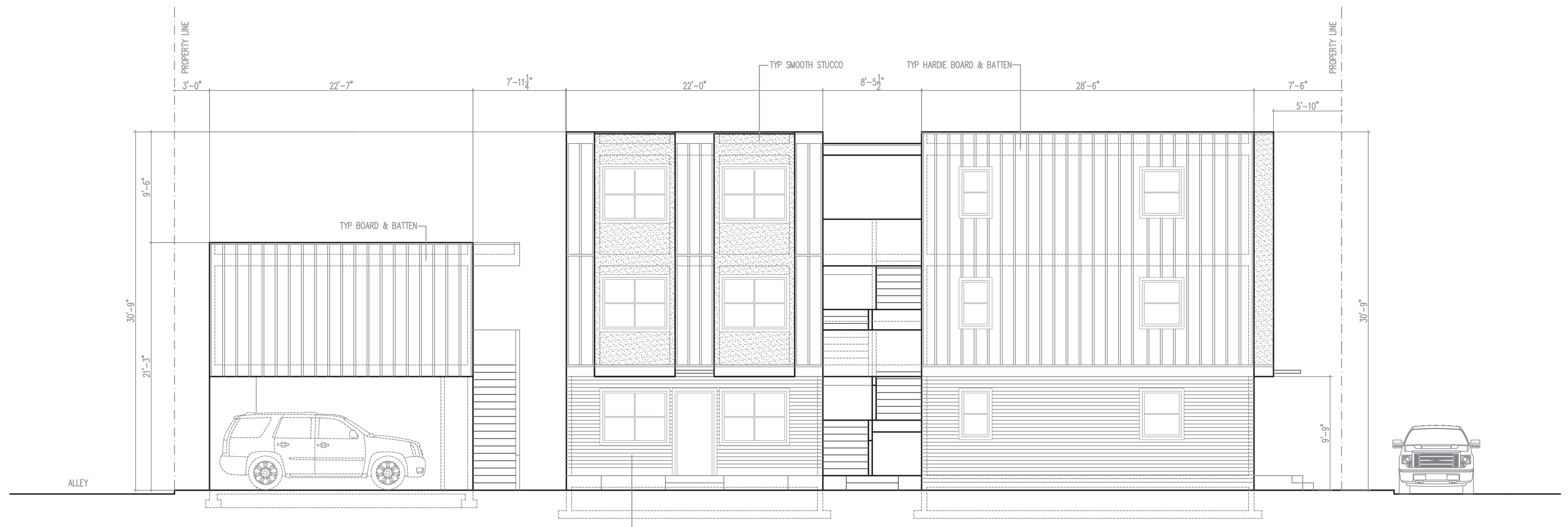
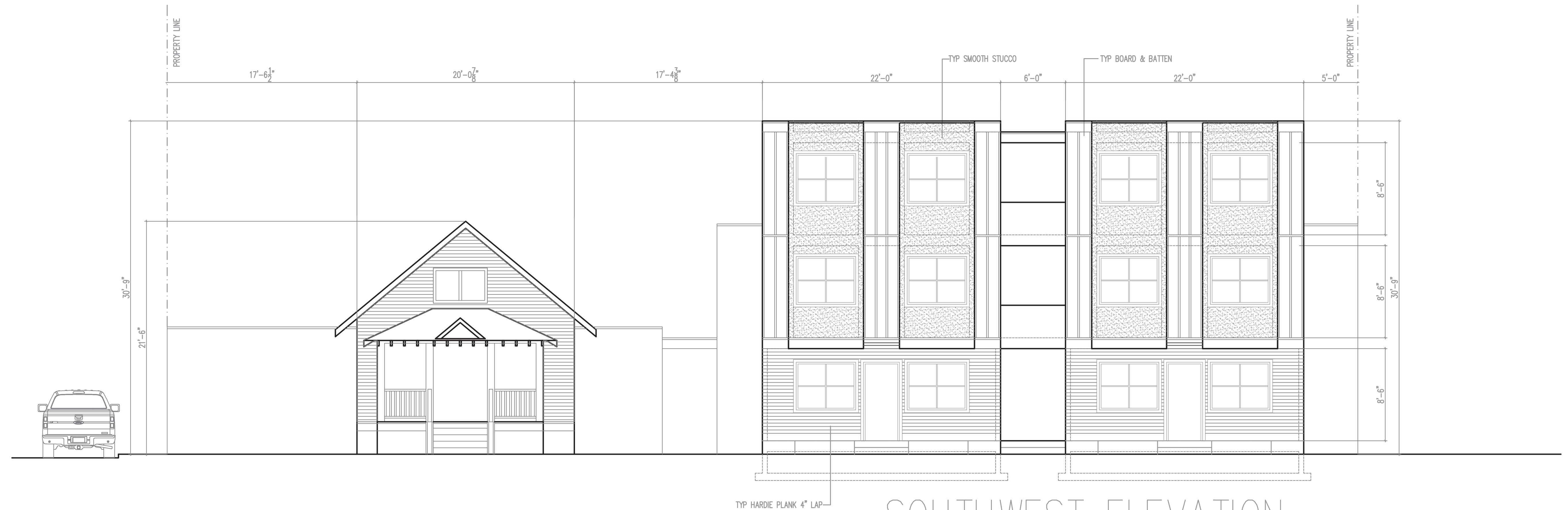
ISSUES

DRAWN BY: MHK
SCALE: 1/8"=1'-0"

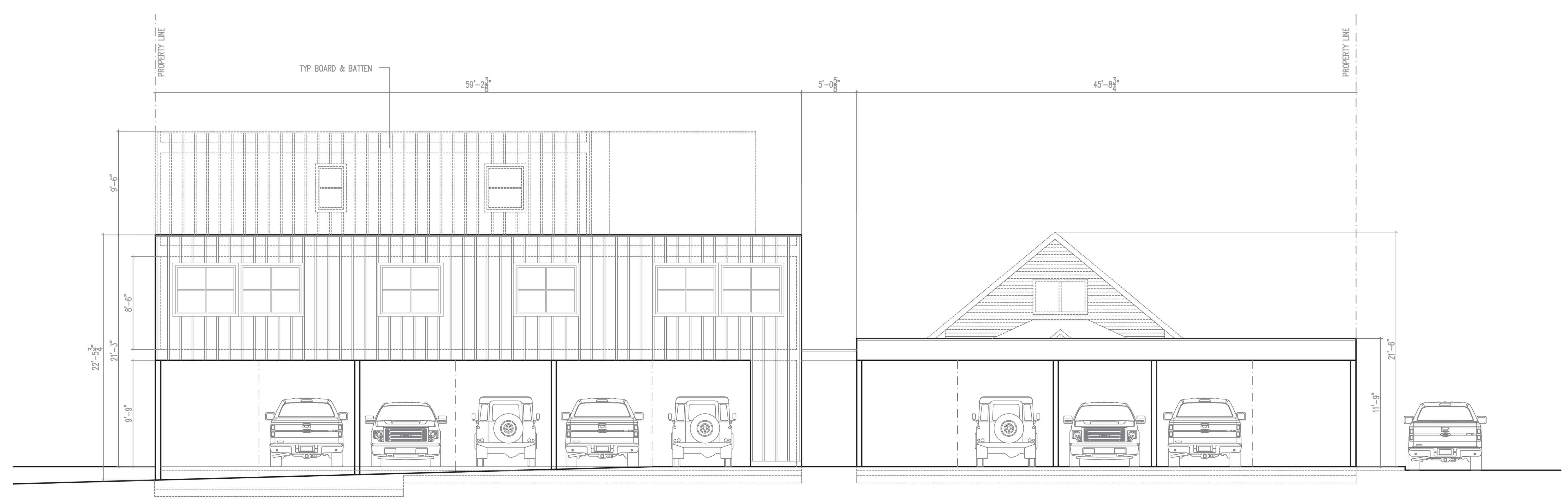
A.3



NORTHWEST ELEVATION



SOUTHWEST ELEVATION



NORTHEAST ELEVATION

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I S S U E S

DRAWN BY: MHK
SCALE: 1/8"=1'-0"

A.4