Ketchum Urban Renewal Agency

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

October 13, 2026

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

APPROVAL OF SEPTEMBER 30, 2026 REIMBURSEMENT REQUEST FROM THE CITY OF KETCHUM

Introduction/History

The Ketchum Urban Renewal Agency and the City of Ketchum entered into Reimbursement Agreement #50102 for FY2026 public infrastructure projects. The agreement establishes the projects eligible for KURA reimbursement and authorizes a total Agency funding contribution of up to $2,551,467.00. The agreement provides for reimbursement of eligible project expenditures upon submission of supporting documentation and reimbursement requests.

On July 13, 2026, the KURA Board adopted Resolution 26-URA04, approving the FY2026 Reimbursement Agreement between the City and KURA and authorizing execution of the agreement and associated documents.

The City previously submitted reimbursement documentation for eligible expenditures incurred through July 8, 2026. At that time, total eligible expenditures submitted for reimbursement were $1,100,287.99.

The City is now requesting reimbursement for $257,526.03 in eligible expenditures incurred since the last billing in July.

Analysis

The current reimbursement request is consistent with the projects and maximum funding amounts established in Reimbursement Agreement #50102.

Based on the July reimbursement and the September 30 request, the status of the overall FY2026 reimbursement authorization is as follows:

URAReimbursable Expenditures as of 9/30/26

Project	Budget	Previous Reimbursement	Current Request	Remaining Balance
Downtown Core Sidewalks	$ 900,000	$ 617,569.43	$ 170,246.72	$ 112,183.85
Parking Management Options	$ 100,000	$ 100,000.00		$ -
YMCA Parking	$ 800,000	$ 9,555.50		$ 790,444.50
Forest Service Park Renovation	$ 55,921	$ 10,110.50	$ 43,094.56	$ 2,715.94
Town Square Remodel Phase 1	$ 250,000	$ 113,052.56	$ 44,184.75	$ 92,762.69
Warm Springs Presenve Welcome Building	$ 250,000	$ 250,000.00		$ -
1st & Washington Powerline Undergrounding	$ 195,546			$ 195,546.00
TOTAL:	$ 2,551,467	$ 1,100,287.99	$ 257,526.03	$ 1,193,652.98

Financial Impact

Approval of the reimbursement request will authorize payment of $257,526.03 to the City of Ketchum for eligible expenditures incurred in FY2026.

After approval of this request, total reimbursements will equal $1,357,814.02 of the $2,551,467.00 authorized under Reimbursement Agreement #50102, leaving $1,193,652.98 available for eligible expenditures.

Recommendation and Motion

Staff recommends approval of the September 30, 2026 reimbursement request in the amount of $257,526.03 pursuant to Reimbursement Agreement #50102 and Resolution 26-URA04.

"I move to approve the City of Ketchum's September 30, 2026 reimbursement request in the amount of $257,526.03 pursuant to Reimbursement Agreement #50102 and Resolution 26-URA04"

Attachments:

1. September 30, 2026 City of Ketchum Reimbursement Invoice #9895
2. Detail Ledger Reports
3. Reimbursement Agreement #50102
4. Resolution 26-URA04

CITY OF KETCHUM
P.O. Box 2315
Ketchum ID 83340
Phone: (208) 726-3841

INVOICE

Date	Number	Page
09/30/2026	9895	1

Bill To: KETCHUM URBAN RENEWAL AGENCY
BOX 2315

KETCHUM ID 83340

Customer No. 410
Project:
Terms: Due Upon Receipt
Invoice Due Date: 09/30/2026

Quantity	Description	Unit Price	Net Amount
1	Downtown Core Sidewalks Reimbursement	170,246.72	170,246.72
1	Forest Service Park Renovation Reimbursement	43,094.56	43,094.56
1	Town Square Remodel Ph 1 Reimbursement	44,184.75	44,184.75

Please remit payment via:
ketchumidaho.gov > Pay > Accounts Receivable
OR
City of Ketchum
PO Box 2315
Ketchum, ID 83340

Amount	257,526.03
Balance Due	257,526.03

Report Criteria:
Actual amounts
All accounts
Account.Account number = "0341937110"

Date	Journal	Reference Number	Payee or Description	Debit Amount		Credit Amount		Balance
03-4193-7110	**DOWNTOWN CORE SIDEWALK (P)**							
			10/01/2025 (00/25) Balance	.00	*	.00	*	.00
10/01/2025	AP	90	Opal Engineering, PLLC	8,452.50				
			10/31/2025 (10/25) Period Totals and Balance	8,452.50	*	.00	*	8,452.50
11/05/2025	AP	361	Enourato, Lisa	85.00				
			11/30/2025 (11/25) Period Totals and Balance	85.00	*	.00	*	8,537.50
11/02/2025	AP	317	Opal Engineering, PLLC	1,440.00				
11/11/2025	AP	163	Canyon Excavation, LLC	23,340.00				
12/01/2025	AP	254	Enourato, Lisa	255.00				
12/01/2025	AP	318	Opal Engineering, PLLC	2,010.00				
12/03/2025	AP	312	Jacobs Engineering Group, Inc.	16,431.59				
			12/31/2025 (12/25) Period Totals and Balance	43,476.59	*	.00	*	52,014.09
12/10/2025	AP	241	EARTH & STRUCTURES	902.00				
12/23/2025	AP	552	Jacobs Engineering Group, Inc.	12,360.00				
12/23/2025	AP	554	Jacobs Engineering Group, Inc.	944.10				
01/03/2026	AP	382	Enourato, Lisa	42.50				
			01/31/2026 (01/26) Period Totals and Balance	14,248.60	*	.00	*	66,262.69
01/27/2026	AP	254	Jacobs Engineering Group, Inc.	1,681.60				
01/27/2026	AP	255	Jacobs Engineering Group, Inc.	1,681.60				
02/01/2026	AP	260	Opal Engineering, PLLC	7,335.00				
02/12/2026	AP	552	Jacobs Engineering Group, Inc.	628.70				
02/18/2026	JE	2	Recalss sidewalk expense	919.00				
			02/28/2026 (02/26) Period Totals and Balance	12,245.90	*	.00	*	78,508.59
01/15/2026	AP	346	PHILLIPS LAND SURVEYING, PLLC	2,280.00				
01/15/2026	AP	347	PHILLIPS LAND SURVEYING, PLLC	2,280.00				
02/21/2026	AP	171	PHILLIPS LAND SURVEYING, PLLC	1,600.00				
03/01/2026	AP	167	Opal Engineering, PLLC	3,510.00				
03/16/2026	AP	331	Jacobs Engineering Group, Inc.	436.50				
			03/31/2026 (03/26) Period Totals and Balance	10,106.50	*	.00	*	88,615.09
03/27/2026	AP	167	Starhope Engineering	7,500.00				
03/27/2026	AP	466	Starhope Engineering	3,600.00				
03/31/2026	AP	56	Enourato, Lisa	658.75				
04/03/2026	AP	231	Lunceford Excavation, Inc.	29,422.00				
04/03/2026	AP	233	Lunceford Excavation, Inc.	15,115.00				
04/09/2026	AP	270	Jacobs Engineering Group, Inc.	702.30				
04/30/2026	JE	40	Reclass Sidewalk expenses	1,269.00				
			04/30/2026 (04/26) Period Totals and Balance	58,267.05	*	.00	*	146,882.14
03/17/2026	AP	182	Lunceford Excavation, Inc.	20,950.00				
04/08/2026	AP	420	Lunceford Excavation, Inc.	21,390.00				
04/14/2026	AP	183	Lunceford Excavation, Inc.	19,360.00				
04/27/2026	AP	185	Lunceford Excavation, Inc.	72,003.38				
04/27/2026	AP	186	Lunceford Excavation, Inc.	45,150.00				
04/29/2026	AP	303	Brickline Stone & Pavers	22,705.00				
05/05/2026	AP	139	Enourato, Lisa	467.50				
05/08/2026	AP	648	Urban Accessories	10,427.50				
05/10/2026	AP	643	Starhope Engineering	1,200.00				
05/10/2026	AP	644	Starhope Engineering	950.00				
05/11/2026	AP	421	Lunceford Excavation, Inc.	6,000.00				
05/11/2026	AP	422	Lunceford Excavation, Inc.	25,876.00				
05/11/2026	AP	467	PHILLIPS LAND SURVEYING, PLLC	1,479.16				
05/11/2026	AP	468	PHILLIPS LAND SURVEYING, PLLC	1,479.16				
			05/31/2026 (05/26) Period Totals and Balance	249,437.70	*	.00	*	396,319.84

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
03-4193-7110	**DOWNTOWN CORE SIDEWALK (P) (continued)**					
05/01/2026	AP	601	Chavez Engineering	3,600.00		
05/01/2026	AP	602	Chavez Engineering	3,735.00		
05/08/2026	AP	600	Urban Accessories	10,427.50		
05/20/2026	AP	136	Lunceford Excavation, Inc.	45,150.00		
05/25/2026	AP	378	Galena-Benchmark Engineering	3,405.00		
06/01/2026	AP	183	Chavez Engineering	300.00		
06/01/2026	AP	184	Chavez Engineering	225.00		
06/02/2026	AP	81	Enourato, Lisa	658.75		
06/02/2026	AP	484	Lunceford Excavation, Inc.	53,362.54		
06/02/2026	AP	485	Lunceford Excavation, Inc.	54,237.00		
06/03/2026	AP	486	Lunceford Excavation, Inc.	18,988.19		
06/05/2026	AP	379	Big Wood Landscape, Inc.	8,015.37		
06/05/2026	AP	487	Lunceford Excavation, Inc.	19,145.24		
			06/30/2026 (06/26) Period Totals and Balance	221,249.59 *	.00 *	617,569.43
06/15/2026	AP	234	LANDSCAPE FORMS, LLC	40,680.00		
06/16/2026	AP	132	EVANS PLUMBING INC	2,934.71		
06/16/2026	AP	235	LANDSCAPE FORMS, LLC	72,840.00		
06/19/2026	AP	313	EVANS PLUMBING INC	359.50		
06/30/2026	AP	122	Enourato, Lisa	1,827.50		
07/01/2026	AP	409	Opal Engineering, PLLC	925.00		
07/01/2026	AP	410	Opal Engineering, PLLC	43.75		
			07/31/2026 (07/26) Period Totals and Balance	119,610.46 *	.00 *	737,179.89
06/03/2026	AP	359	Lunceford Excavation, Inc.	18,988.19		
07/11/2026	AP	353	IRISH ELECTRIC	3,579.20		
07/11/2026	AP	586	IRISH ELECTRIC	2,098.00		
07/16/2026	AP	222	Big Wood Landscape, Inc.	27,395.20		
07/23/2026	AP	598	Ohio Gulch Transfer Station	635.80		
			08/31/2026 (08/26) Period Totals and Balance	52,696.39 *	.00 *	789,876.28
07/22/2026	AP	166	Ohio Gulch Transfer Station	941.12		
09/01/2026	AP	120	Enourato, Lisa	403.75		
09/28/2026	JE	28	Reclass Entries		3,405.00-	
			09/30/2026 (09/26) Period Totals and Balance	1,344.87 *	3,405.00- *	787,816.15
			09/30/2026 (13/26) Period Totals and Balance	.00 *	.00 *	787,816.15

YTD Encumbrance 423,962.17 YTD Actual 787,816.15 Total 1,211,778.32 YTD Budget 900,000.00 Unexpended 311,778.32-

	Debit	Credit	Proof
Number of transactions: 70 Number of accounts: 1			
Total GENERAL CAPITAL IMPROVEMENT FD:	791,221.15	3,405.00-	787,816.15
Number of transactions: 70 Number of accounts: 1	Debit	Credit	Proof
Grand Totals:	791,221.15	3,405.00-	787,816.15

Report Criteria:
Actual amounts
All accounts
Account.Account number = "0341937110"

Report Criteria:
Actual amounts
All accounts
Account.Account number = "0341947135"

Date	Journal	Reference Number	Payee or Description	Debit Amount		Credit Amount		Balance
03-4194-7135 FOREST SRV PARK RENOVATION								
			10/01/2025 (00/25) Balance	.00	*	.00	*	.00
10/15/2025	AP	145	Provisualization, Inc	1,000.00				
			11/30/2025 (11/25) Period Totals and Balance	1,000.00	*	.00	*	1,000.00
11/02/2025	AP	291	Provisualization, Inc	2,611.50				
12/31/2025	AP	763	Liv Jensen Engineering	1,100.00				
			01/31/2026 (01/26) Period Totals and Balance	3,711.50	*	.00	*	4,711.50
12/31/2025	AP	219	Thornton Heating	3,824.00				
02/01/2026	AP	411	Provisualization, Inc	810.00				
			02/28/2026 (02/26) Period Totals and Balance	4,634.00	*	.00	*	9,345.50
03/01/2026	AP	193	Provisualization, Inc	186.50				
03/01/2026	AP	194	Provisualization, Inc	578.50				
			03/31/2026 (03/26) Period Totals and Balance	765.00	*	.00	*	10,110.50
06/18/2026	AP	214	VIEWPOINT, INC.	21,127.28				
07/02/2026	AP	446	K&S Engineering, LLC	840.00				
07/10/2026	AP	395	VIEWPOINT, INC.	42,254.56				
			07/31/2026 (07/26) Period Totals and Balance	64,221.84	*	.00	*	74,332.34
09/29/2026	CR	3000096738	Refund for overpayment on Inv D1_101513VP - View			21,127.28-		
			09/30/2026 (09/26) Period Totals and Balance	.00	*	21,127.28-	*	53,205.06
			09/30/2026 (13/26) Period Totals and Balance	.00	*	.00	*	53,205.06

YTD Encumbrance 3,900.00 YTD Actual 53,205.06 Total 57,105.06 YTD Budget 80,921.00 Unexpended 23,815.94

	Debit	Credit	Proof
Number of transactions: 11 Number of accounts: 1			
Total GENERAL CAPITAL IMPROVEMENT FD:	74,332.34	21,127.28-	53,205.06
Number of transactions: 11 Number of accounts: 1	Debit	Credit	Proof
Grand Totals:	74,332.34	21,127.28-	53,205.06

Report Criteria:
Actual amounts
All accounts
Account.Account number = "0341947162"

Date	Journal	Reference Number	Payee or Description	Debit Amount		Credit Amount		Balance
03-4194-7162	**TOWN SQUARE REMODEL PHASE I**							
			10/01/2025 (00/25) Balance	.00	*	.00	*	.00
10/27/2025	AP	132	NICOLE SNYDER INTERIORS	2,060.00				
			10/31/2025 (10/25) Period Totals and Balance	2,060.00	*	.00	*	2,060.00
11/04/2025	AP	441	GGLO LLC	4,295.00				
11/05/2025	AP	364	Enourato, Lisa	127.50				
			11/30/2025 (11/25) Period Totals and Balance	4,422.50	*	.00	*	6,482.50
10/29/2025	AP	18	Big Wood Landscape, Inc.	34,726.12				
12/04/2025	AP	324	GGLO LLC	1,055.00				
			12/31/2025 (12/25) Period Totals and Balance	35,781.12	*	.00	*	42,263.62
01/03/2026	AP	380	Enourato, Lisa	255.00				
01/08/2026	AP	569	GGLO LLC	2,220.00				
			01/31/2026 (01/26) Period Totals and Balance	2,475.00	*	.00	*	44,738.62
02/03/2026	AP	107	Enourato, Lisa	85.00				
			02/28/2026 (02/26) Period Totals and Balance	85.00	*	.00	*	44,823.62
02/26/2026	AP	183	LANDSCAPE FORMS, LLC	.01				
02/26/2026	AP	184	LANDSCAPE FORMS, LLC	4,947.95				
03/03/2026	AP	60	Enourato, Lisa	255.00				
03/03/2026	AP	348	GGLO LLC	1,632.50				
			03/31/2026 (03/26) Period Totals and Balance	6,835.46	*	.00	*	51,659.08
03/31/2026	AP	59	Enourato, Lisa	233.75				
04/08/2026	AP	284	GGLO LLC	9,440.00				
			04/30/2026 (04/26) Period Totals and Balance	9,673.75	*	.00	*	61,332.83
03/31/2026	AP	304	Pacific Plants	8,700.00				
04/27/2026	AP	184	Lunceford Excavation, Inc.	3,998.38				
05/05/2026	AP	136	Enourato, Lisa	786.25				
05/05/2026	AP	471	GGLO LLC	12,690.00				
05/13/2026	AP	346	Big Wood Landscape, Inc.	13,353.85				
			05/31/2026 (05/26) Period Totals and Balance	39,528.48	*	.00	*	100,861.31
04/14/2026	AP	505	Open Room	12,000.00				
06/02/2026	AP	78	Enourato, Lisa	191.25				
			06/30/2026 (06/26) Period Totals and Balance	12,191.25	*	.00	*	113,052.56
06/30/2026	AP	126	Enourato, Lisa	255.00				
			07/31/2026 (07/26) Period Totals and Balance	255.00	*	.00	*	113,307.56
07/16/2026	AP	226	Big Wood Landscape, Inc.	983.75				
08/09/2026	AP	538	Enourato, Lisa	382.50				
08/21/2026	JE	8	Reclass Open Room Town Square Expenses	42,181.00				
			08/31/2026 (08/26) Period Totals and Balance	43,547.25	*	.00	*	156,854.81
09/01/2026	AP	124	Enourato, Lisa	382.50				
			09/30/2026 (09/26) Period Totals and Balance	382.50	*	.00	*	157,237.31
			09/30/2026 (13/26) Period Totals and Balance	.00	*	.00	*	157,237.31

YTD Encumbrance 117,564.05 YTD Actual 157,237.31 Total 274,801.36 YTD Budget 250,000.00 Unexpended 24,801.36-

	Number of transactions: 26 Number of accounts: 1	Debit	Credit	Proof
Total GENERAL CAPITAL IMPROVEMENT FD:		157,237.31	.00	157,237.31
	Number of transactions: 26 Number of accounts: 1	Debit	Credit	Proof
Grand Totals:		157,237.31	.00	157,237.31

Date	Journal	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance

03-4194-7162 TOWN SQUARE REMODEL PHASE I (continued)

Report Criteria:
Actual amounts
All accounts
Account.Account number = "0341947162"

KURA AGREEMENT #50102
REIMBURSEMENT AGREEMENT FOR CITY PROJECTS
(FY 2027)

THIS REIMBURSEMENT AGREEMENT FOR CITY PROJECTS (the "Reimbursement Agreement") is made and entered into this _____ day of _____, 2026, by and between the city of Ketchum, Idaho, a municipal corporation of the state of Idaho (the "City"), and the Urban Renewal Agency of the city of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body corporate and politic (the "Agency"), individually referred to as "Party" and collectively as the "Parties."

RECITALS

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

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

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

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the "Project Area"), which established an area for redevelopment and anticipated improvement projects;

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 requested funding participation from the Agency for FY27 related to pedestrian and transit improvements, including sidewalks, public parking, forest service park renovation, town square design, and utility undergrounding ("Rehabilitation Project");

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

WHEREAS, the City received estimates for the Rehabilitation Project and the Agency has agreed to fund a portion of the Rehabilitation Project, up to the following amounts: Downtown Core Sidewalk Infrastructure - $900,000; Parking Management Options - $100,000; Public Parking (YMCA) - $800,000; Forest Service Park Renovation - $55,921; Town Square Remodel Phase 1 - $250,000; Warm Springs Preserve Welcome Building- $250,000; 1st and Washington Powerline Undergrounding - $195,546;

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 Rehabilitation Project;

WHEREAS, the City and the Agency hereby find and determine that this Reimbursement 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 costs, as more specifically defined in this Reimbursement Agreement, the City agrees to serve and perform as project manager for the final planning, design, engineering, and construction of the Rehabilitation Project.

AGREEMENT

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

1. Definitions. As used in this Reimbursement 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 contractors are awarded the construction of the Rehabilitation Project.

Contractor shall mean the selected general contractors awarded the construction of the Rehabilitation Project.

Rehabilitation Project shall mean the public infrastructure projects conducted by the City for FY27 and for which the Agency has agreed to reimburse a portion of the cost for same.

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 Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and the City regarding the reimbursement of said Rehabilitation Project.

3. City Services and Responsibilities for the Rehabilitation Project. The City, in exchange for funding assistance by the Agency, shall furnish its skill and judgment necessary to carry out the project administration for the Rehabilitation 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 Rehabilitation 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 Rehabilitation Project. 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 Rehabilitation Project.

3.2 Project Construction Estimates. The City has obtained estimates for the Rehabilitation Project.

3.3 Design and Rehabilitation. The obligations under this Reimbursement Agreement shall end thirty (30) days after final payment to the Contractor under the Contract has been paid. The City shall:

a. Provide administration of the Rehabilitation Project in compliance with generally accepted standards recognizing that the Rehabilitation Project is a partially Agency funded 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;

b. Provide necessary project management and oversight to assure Contractor's timely progress and process all invoices and payment requests and verify Contractor's entitlement to all progress payments or other payments requested by Contractor;

c. Recommend necessary or desirable changes to the Agency and, if accepted, prepare and sign necessary change orders;

d. Inspect the work and advise the Agency whenever work fails to conform with the Contract documents;

e. Receive and hold all certificates of insurance required by the Contract;

f. Provide progress reports to Agency either in writing or by presentation to Agency at Agency's Board meetings;

g. Assist in the interpretation of the drawings and specifications among the City, Agency, and the Contractor;

h. Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project; and

i. Determine when the Rehabilitation 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.

3.4 City Contribution. A portion of this Rehabilitation Project as described in this Reimbursement Agreement is within the Project Area and is funded through the Agency. The City budgeted funds for a portion of the work. The City shall contribute all funds toward any work or improvements to areas outside the Project Area.

4. Agency and City Obligations. The purpose of this Reimbursement Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and the City regarding the Rehabilitation Project.

5. Effective Date. This Reimbursement Agreement shall be effective upon execution of the Reimbursement Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City and/or the City Administrator, as the case may be, the effective date being the date of last signature.

6. Amount and Method of Reimbursement.

a. Total FY27 Rehabilitation Costs. As consideration for the public improvement and value of the Rehabilitation Project set forth above, the Agency shall pay the City a total funding contribution, not to exceed Two Million, Five Hundred Fifty-One Thousand, Four Hundred Sixty-Seven and 00/100 ($2,551,467.00). All project costs related to areas outside of the Project Area were borne by the City. The total funding contribution will be broken out into the following infrastructure improvements:

i. Downtown Core Sidewalk Infrastructure. The Agency's funding contribution to the City shall not exceed Nine Hundred Thousand Dollars and 00/100 ($900,000.00).

ii. Parking Management/Options. The Agency's funding contribution to the City shall not exceed One Hundred Thousand Dollars and 00/100 ($100,000.00).

iii. Public Parking (YMCA). The Agency's funding contribution to the City shall not exceed Eight Hundred Thousand Dollars and 00/100 ($800,000.00)

iv. Forest Service Park Renovation. The Agency's funding contribution to the City shall not exceed Fifty-Five Thousand, Nine Hundred Twenty-One Dollars and 00/100 ($55,921.00).

v. Town Square Design Remodel Phase 1. The Agency's funding contribution to the City shall not exceed Two Hundred Fifty Thousand Dollars and 00/100 ($250,000.00).

vi. Warm Springs Preserve Welcome Building. The Agency's funding contribution to the City shall not exceed Two Hundred Fifty Thousand Dollars and 00/100 ($250,000.00).

vii. 1st & Washington Powerline Undergrounding. The Agency's funding contribution to the City shall not exceed One Hundred Ninety-Five Thousand, Five Hundred Forty-Six Dollars and 00/100 ($195,546.00).

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information in invoices or financial reports and in a final invoice and financial report upon completion of the Rehabilitation Project:

a. requests for payment for billing invoices received for work related to the Project with sufficient documentation to ensure accuracy;

b. certification by the City that the costs incurred for construction services are consistent with the scope of the Rehabilitation Project; and

c. monthly reports on the Rehabilitation Project's status as described above.

Upon receipt and approval of the invoice or financial report, Agency shall remit payment to the 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 the City to resolve the disputed amount. City shall include this payment process within the Contract with the selected contractor.

7. Records Project Costs. Costs pertaining to the Rehabilitation Project 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 Rehabilitation 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 Rehabilitation Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Rehabilitation Project; and claims arising out of the performance of this Reimbursement 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 Rehabilitation 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 Rehabilitation Project or otherwise arising out of this Reimbursement 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, the City, upon written notice from Agency, shall, at the City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, the 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 Reimbursement 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 Reimbursement 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 Reimbursement 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:
Tyler Davis-Jeffers, 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 Reimbursement 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 Reimbursement Agreement, or related to this Reimbursement 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 Reimbursement 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 Reimbursement Agreement.

16. Authority to Execute. Agency and the City have duly authorized and have full power and authority to execute this Reimbursement Agreement.

17. Assignment. It is expressly agreed and understood by the Parties hereto that the City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Reimbursement Agreement except upon the prior express written consent of Agency.

18. Disputes. In the event that a dispute arises between Agency and the City regarding application or interpretation of any provision of this Reimbursement Agreement, the aggrieved Party shall promptly notify the other Party to this Reimbursement Agreement of the dispute within ten (10) days after such dispute arises. If the Parties 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. Anti-Boycott Against Israel Certification. The City and Agency hereby certify pursuant to Section 67-2346, Idaho Code, they are 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.

20. Contract With A Company Owned or Operated by the Government of China Prohibited. The City and Agency hereby certify pursuant Section 67-2359, Idaho Code, that they are 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.

21. Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors. City and Agency hereby certify pursuant to Section 67-2347A, Idaho Code, that neither are 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.

22. Entire Agreement. This Reimbursement 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 Rehabilitation Project.

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

CITY OF KETCHUM

By _____
Pete Prekeges, Mayor

ATTEST:

_____
City Clerk

KETCHUM URBAN RENEWAL AGENCY

By _____
Tyler Davis-Jeffers, Chair

ATTEST:

_____
Secretary