

**ELAM & BURKE**

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February 10, 2023

Susan Scovell, Chair  
[sscovell@gmail.com](mailto:sscovell@gmail.com)  
Suzanne Frick, Executive Director  
[sfrick@ketchumidaho.org](mailto:sfrick@ketchumidaho.org)  
KETCHUM URBAN RENEWAL AGENCY

Re: Engagement of Elam & Burke, P.A. as Counsel for the Urban Renewal Agency of the City of Ketchum for the Redevelopment of the 1<sup>st</sup> and Washington Site including the Financing of Public Improvements, Including Parking  
E&B File No. 8962-0003

Dear Chair Scovell:

Elam & Burke, P.A. ("Firm") looks forward to providing legal services to the Ketchum Urban Renewal Agency ("Agency") for the redevelopment of the 1<sup>st</sup> and Washington site owned by the Agency and proposed for redevelopment by Wood River Community Housing Trust and deChase Miksis, referred to herein collectively as the Developer. The redevelopment proposal contemplates the negotiation and drafting of project related documents such as a disposition and development agreement, a long-term ground lease, and potential parking operational agreements. This project contains complex financing structures, which we anticipate advising on in conjunction with bond and tax counsel. The purpose of this letter is to confirm the Firm's agreement with the Agency concerning the performance of legal services and the payment of legal fees for this contemplated redevelopment and potential financing.

The Firm proposes a billing rate for this matter of \$250 for Ryan P. Armbruster and Meghan S. Conrad and \$240 for Abigail R. Germaine, \$200 for any associates who work on this matter, and \$110 for any paralegal work needed. We have currently been attending meetings with Agency staff and Developer representatives by phone and/or zoom, which has worked well. We have found that attendance at Agency meetings may be important for providing the best service to the client as it allows for counsel to be advised of issues and/or potential issues as they arise and helps to create a more efficient working relationship between the Agency and counsel. We anticipate several in person meetings as this transaction progresses. If in-person attendance at

an Agency meeting is required for this contemplated financing, we are willing to charge a discounted rate of \$113 per hour for five hours of travel between Boise and Ketchum. Therefore, the cost to attend meetings in person is estimated at approximately \$752.50 (\$565.00 for attorney fees for travel time and \$187.50 for mileage which is billed at approximately 300 miles times current federal rates [currently \$.625 per mile]), not including attorney fees for attendance at the meeting. We will also bill you for office expenses such as postage and printing charges. This billing arrangement remains substantially below billing rates charged by the Firm and its members on other engagements. If acceptable, the fee structure described herein will be effective for time incurred beginning on February 1, 2023, and invoiced as of February 28, 2023.

We will bill the Agency for all attorney and/or paralegal time expended on this matter. This will include, among other things, time spent in appointments, meetings, telephone calls, consulting with others, document review, research, drafting letters and the drafting of other documents required to provide advice and/or assist with the above scope of services.

The Firm has agreed to waive any retainer for this matter. We will charge fees for services at the rates noted above. Our fees are based on the amount of time required at various levels of responsibility, plus costs and expenses. Fees and costs will be billed monthly and are payable upon presentation of our invoices. If fees and costs are not paid within thirty days following the invoice date, we may terminate our engagement but retain the right to collect all amounts due and unpaid by the Agency. Failure to pay the bill by the ninetieth day after receipt will result in the imposition of a late charge equal to eighteen percent per annum on the unpaid balance. In the event that it becomes necessary for us to undertake collection procedures against the Agency, the Agency will be liable for our expenses and attorney fees incurred in doing so.

We understand the Agency reserves the right to terminate our services at any time or for any reason whatsoever with thirty (30) days' written notice. Subject only to the applicable rules of attorney conduct, termination of the Firm will not eliminate the requirement to pay the Firm for fees and other charges incurred prior to receipt of notice of the termination or for fees and other charges incurred after receipt of notice that were nevertheless reasonably necessary to protect client interests. To the extent permitted by the applicable rules of attorney conduct, Elam & Burke reserves the right to terminate this relationship for reasons, including but not limited to, nonpayment of sums due, failure to cooperate fully and appropriately with you and conflicts of interest with thirty (30) days' written notice.

Please contact either of us if you have any questions about anything contained in this letter. We understand this request will be placed on the agenda for the February 21, 2023, Board meeting. If the terms of our engagement are acceptable to the Agency Board, please sign below and return the letter to us.

We look forward to working with the Agency on this matter.

Sincerely,

ELAM & BURKE  
*A Professional Association*

A handwritten signature in blue ink, appearing to read "Ryan P. Armbruster". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ryan P. Armbruster

A handwritten signature in blue ink, appearing to read "Abigail R. Germaine". The signature is cursive and elegant, with a prominent initial "A".

Abigail R. Germaine

RPA/ksk

February 10, 2023

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APPROVED AND ACCEPTED This \_\_\_\_ day of \_\_\_\_\_ 2023.

KETCHUM URBAN RENEWAL AGENCY

By \_\_\_\_\_  
Susan Scovell, Chair