



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Tuesday, September 05, 2023, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

- Join us via Zoom (*please mute your device until called upon*)
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/82087727662>
Webinar ID:820 8772 7662
- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*)

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted.

CONSENT AGENDA:

ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

2. Recommendation to approve minutes of August 21, 2023 - City Clerk Trent Donat
3. Recommendation to approve Special Joint Meeting with the Ketchum Urban Renewal Agency minutes of August 21, 2023 - City Clerk Trent Donat

- [4.](#) Recommendation to approve Special Joint Work Session with Planning & Zoning Commission minutes of August 29, 2023 - City Clerk Trent Donat
5. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
- [6.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
- [7.](#) Recommendation to review and approve the Condominium Final Plat for 120 8th St and adopt the Findings of Fact, Conclusions of Law, and Decision - Associate Planner Adam Crutcher
- [8.](#) Recommendation to review and approve the Snowbird Subdivision Final Plat and Adopt the Findings of Fact, Conclusions of Law, and Decision - Associate Planner Adam Crutcher
- [9.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22881 for the placement of telecommunications infrastructure in the public right-of-way on Sage Road - Project Manager Forsgren Associates Inc. Robyn Mattison
- [10.](#) Recommendation to approve Purchase Order 23135 for SaltWorx IceKicker ice melt material - Director of Streets & Facilities Brian Christiansen
- [11.](#) Recommendation to approve Task Order Seven with Superbloom for Warm Springs Preserve Masterplan - City Administrator Jade Riley

PUBLIC HEARING:

- [12.](#) FY2024 Budget Public Hearing, Third Reading, and Adoption of Ordinance 1251 – Treasurer Shellie Gallagher & City Administrator Jade Riley

NEW BUSINESS:

- [13.](#) Recommendation to approve Idaho Power Company and the City of Ketchum Underground Relocation Funding Agreement 22882 - City Administrator Jade Riley

ADJOURNMENT:

From: [Debbie PROST](#)
To: [Participate](#)
Subject: FEEDBACK REGARDING NEW TRAFFIC PATTERNS ON BIRD DRIVE --- AGAINST THESE DESIGNS
Date: Tuesday, August 29, 2023 8:51:10 PM

To Ketchum City Council and City Staff:

I live at 215-A Bird Drive and I am completely against the new traffic pattern changes that are being pilot-tested on Bird Drive.

General:

While I haven't received the copy of the feasibility and engineering studies conducted, it is doubtful there is even enough traffic on Bird Drive to warrant a traffic circle much less the multiple pinch points narrowing the street or making narrower and smaller radius turns on Wood River/Bird.

I am all for safety and security – but I understand the study that was conducted doesn't support that people are speeding around Bird Drive – I sure don't see it – and while I am generally a supporter of traffic circles – the first objective of a traffic circle is generally to facilitate traffic movement – which we don't have heavy traffic on Bird drive – and secondly – for calming – which there are other ways to achieve that (reviewed later) and as mentioned, it is doubtful the level of traffic on the street even warrants this.

This appears to be a very small minority in the neighborhood complaining – and these “temporary solutions” are going to disfigure the street for all the rest of us – even while temporary, a permanent would be an eye sore. These patterns disrupt the views of the beautiful mountains. I think it started with **one comment** back in spring of 2021. That doesn't warrant all of this.

DETAIL:

Pinch points: FIRMLY AGAINST THIS

- It is shocking to see a design that produces no “right of way.” Both of the signs – one on each side of the pinch point says to “yield to oncoming traffic.” For a traffic control pattern to be installed (albeit temporary) with no defined right of way produces a “Mexican stand-off.” Very poor design and likely puts the City at liability if an accident occurs
- The width of the “pinch point” is not wide enough for a fire truck to get through.
- Extremely ugly and distracting in its look and design.

I AM FIRMLY AGAINST THIS DEVICE – VOTE TO TAKE IT OUT AND NOT MAKE IT PERMANENT

Reducing turn space on corner of Bird and Wood River: firmly against this.

- Confusing, ugly eye sore and people are using it as a protected parking space

I AM FIRMLY AGAINST THIS TRAFFIC DEVICE – VOTE AGAINST MAKING THIS PERMANENT

Round-a-bout or as the residents call “LOUNGE-A-BOU” or “PARTY CIRCLE”

- Complete eye sore
- Drivers regularly go left (the wrong way through the circle)
- Still speeding – slows some down, but many still speed (Actually making it more dangerous.)

And I was at one of the Friday night beach parties, and found it dangerous having the vehicle come so close to kids and people)

- While it is nice to get to know neighbors – a block party would be safer and achieve the same – residents have made lemonade out of a bunch of lemons.
- It is my understanding that the “study” that was conducted did not justify what a couple of area residents were saying – if the average speed is 22/23 MPH and there just aren’t that many vehicle this is not needed.

While I am generally in favor of the use of traffic circles, there does not appear to be a need for one on Bird Drive and the data does not support it. **THUS I AM AGAINST THIS TRAFFIC DEVICE.**

SUGGESTIONS:

- **If a few are speeding – then post a police/traffic officer and hand out tickets for 2 weeks – this is typically a good deterrent**
- **Use “sleeping police” or removable speed bumps – if there are 2-3 spots when the small minority feel there is a problem – using temporary speed bumps that are bolted down, and then removed during snow season for snow plows and reinstalled whenever necessary – there would be a much better fix. If people are speeding – they will damage their vehicle and it will cost them money**
- **The real problem seems to be that there are no defined curbs, sidewalks, or lanes. This seems to be the true root problem. If 6th, Buss Elle, Bird and Williams had curbs and sidewalks, this would reduce the width of the street and calm the “traffic” – having sidewalk would protect children from vehicles on adjacent streets.**

In sum – while I certainly want our neighborhood to be safe and drivers be calmed – the current solution is horrible, we are against it, and there are other solutions as noted above that would work much better and be safer for all, and improve the neighborhood.

I never received an invitation to be a part of the study or participate in any questionnaire. Where did you send the information? All on the street and neighboring streets should have received communication about this proposed project. I read about it in the Express.

Thank you for allowing feedback.

Sincerely

Deb B Prost

From: [Melissa Mollet Binnie](#)
To: [Participate](#)
Subject: Litter on the bike path
Date: Tuesday, August 29, 2023 1:52:39 PM

Dear Ketchum City Council members,

I live in Parkside condominium and there is a lot of trash being throw along the bike path.

Why doesn't Ketchum have more trash cans and recycling bins on the bike path?

I am seeing and picking up more trash than ever before.

Thank you,
Melissa Mollet Binnie
Parkside resident since 2000
Former KFD member for 28 years

From: [HP Boyle](#)
To: [Participate](#)
Cc: editorialboard@mtexpress.com; [Andrew Guckes](#)
Subject: Public Comment for Council and P&Z on Comprehensive Plan
Date: Wednesday, August 30, 2023 1:52:57 PM

As you embark on the Comp Plan audit, it would be a valuable exercise to audit yourselves on how well you all achieved the goals of the 2014 Plan, and present that to the Community. What was achieved and why? What was not achieved, and why? What kinds of things stand as roadblocks in achieving a Comp Plan? How can they be addressed? How would you, as the elected and appointed leaders tasked with achieving the goals of the Comp Plan, assess your performance? How have you used the Plan? How have you measured your progress against it? How have you reported on that to the residents of Ketchum? It would be interesting to hear Councilmen David and Slanetz address this, as they helped write it.

Based on the August 29 meeting, some of you seem to see the Plan as a tick-the-box exercise to put in a filing cabinet as soon as possible. Others of you seem to want the next plan to reflect the community's input and to be a guide for accountability in governance. Which group will control this effort?

I have attended more public meetings over the past several years than the average resident. I have never once heard a Comp Plan progress report. The Plan has been cherry-picked to justify whatever someone wanted to get pushed through the Council. Is this how the next plan will be used? If that is the case, don't waste any resources on it. But if you want the Plan to do what it should do, you need to add governance and accountability to it. Assign tasks to specific people. Create metrics of success. Set specific goals over specific time frames. Require periodic "state of the City" reports from the Mayor on progress. If you add accountability mechanisms to the Plan, it has a fighting chance of transcending political expedience and achieving the people's goals. If you don't, the next Plan will be about as successful as the last one.

Thank you,

Perry Boyle
Ketchum

From: [Kristine Bretall](#)
To: [Participate](#)
Subject: Emergency & Transitional Housing Plan
Date: Monday, August 21, 2023 2:12:24 PM

I'm writing to indicate my strong support for this Emergency & Transitional Housing Plan for the City of Ketchum to adopt.

Last winter truly revealed the precarious position people here in the Wood River Valley find themselves in when winter sets in. As our overall population grows, it is inevitable that needs are exposed and I am well aware that last winter, we had folks in our community that were vulnerable to being unhoused in the depth of winter.

By adopting this plan I hope our community can begin to address the short and long term housing problems we are faced with.

I urge you to adopt this plan.

Kristine Bretall

From: [Neil Bradshaw](#)
To: [Lita West](#)
Cc: [Participate](#); [Carissa Connelly](#); [AllCouncil](#); [Jade Riley](#)
Subject: Re: Homeless Aid
Date: Monday, August 21, 2023 3:17:25 PM

Thanks Lita

This will be placed in the public record for council consideration

Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

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

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Aug 21, 2023, at 3:13 PM, Lita West <lita.w.west@gmail.com> wrote:

Dear Mayor

Please stay away from homeless subsidy. It is a tar baby. The establishment of programs will fuel more of the same. Please note the “compassionate” collapse of liberal cities. Homeless people need to be accommodated where housing is less expensive and there are more job opportunities. Homeless people don’t want to live in controlled circumstances. The 27 million dollar tiny homes project in San Francisco has two people in the village! A total failure and waste of money! The homeless have demonstrated that they want to be on the streets freely drugging. The costs for medical and hospital services as well as police and sanitation services is astronomical for the city resulting in all negative and no positive income from insurance or from the impoverished drug takers. This doesn’t even factor in lost revenue from losing foot traffic and renters for spaces blighted by the free use of drugs and defecation on the streets. There is no end of farmers and food producers that need help. Jobs are everywhere if these people would turn their lives around they could become self supporting. The blind spot of these people being responsible and contributing members of society is lost on feel good policies. Why are they exempted from paying taxes and obeying the laws on our books?

Group think is very dangerous on this issue and feeling sorry for those who’ve ruined their minds and bodies drinking and drugging is enabling and destructive. This can all be cured by applying laws on the books. No vagrancy- no public defecation- no public nudity- no drug use- no dealing drugs- no panhandling-

Thank You for Protecting our Beautiful Town

Lita West

Sent from my iPhone

From: [james fabe](#)
To: [Participate](#)
Subject: 3008 Warm Springs Road- please fix street
Date: Tuesday, August 22, 2023 10:49:57 AM



From: [HP Boyle](#)
To: [Participate](#)
Subject: Pulic Comment for KURA and City Council
Date: Tuesday, August 22, 2023 11:16:32 AM

I listened to the joining KURA/Council meeting today. As the consultant hired by the Council documented and was reinforced by a KURA commissioner, Town Square has not been well-maintained under this Administration. I urge the Council to require a maintenance program to be included in the City budget, concurrent with making a capital expenditure on the Square.

Town Square's deterioration reflects an endemic lack of capital budgeting and long-term maintenance planning for town buildings. Good practice would include a maintenance schedule for every City asset that flows into the budget on a proactive basis.

Another example of something needing to get its required follow through: when the Council last set the in-lieu of fee, they committed to revisiting it in a year. It's been a year. The equivalent cost has gone up. Not adjusting that fee seems like a dereliction of the Council's fiduciary responsibility to the taxpayers and residents.

Likewise, one of the conditions for Bluebird was replacing the ten significant trees it cut down. Will the Council be holding the developer accountable for that? Where will those trees go? The Bluebird developer seems like a major beneficiary of Town Square's redevelopment. Perhaps he could live up to his obligations and chip into the project with some trees.

Finally, it is clear from the comments at the meeting that it is a foregone conclusion that the Starbucks lease will not be renewed. If that is true, perhaps the lessee should be informed. Or if it is not a conclusion, perhaps it should not be stated as such in public meetings without the presence of the lessee.

Thank you,

Perry Boyle
Ketchum

From: [Louise Royston](#)
To: [Participate](#)
Date: Wednesday, August 23, 2023 8:14:33 PM

Attn: Courtney Hamilton - Re 'Ketchum Town Square makeover'

Dear Ms Hamilton,

I read the article in today's Idaho Mountain Express with my usual eye roll and sigh when it comes to council business.

The 'Town Square' does NOT need a 'makeover' and more money wasted on an area that has already cost a ton and left an unimaginative and impersonal paved area used only by tourists.

We need help for local workers:

AFFORDABLE HOUSING (WAY more than just the Bluebird)
CONTROL of short term rentals (Air B&B and VRBO)
DECENT WAGES for the long time local workers struggling on
NO RIDICULOUS, EXPENSIVE AD CAMPAIGNS like the tone deaf 'Stay Sunny'

I moved to Hailey because I couldn't stand all the construction, rudeness of visitors and part time owners, traffic, construction and short term rentals in your city and so grateful not to have to come to Ketchum very often

Focus your efforts and money on the right things and maybe we have a hope of turning this valley around although, sadly, I doubt that is possible any longer.

Yours, a frustrated ex 'Ketchum local'

From: [Erin Smith](#)
To: [Participate](#)
Subject: Mtn rides Limelight condo stop
Date: Thursday, August 24, 2023 4:08:09 PM

Hi. I'd like to suggest the city or mountain rides look at the limelight condos bus stop; is there a safer spot to temporarily relocate the stop during the reconstruction of the condos?

The stop is on a bit of a bend in the road as you go into town from WS. There is now a construction fence, at least partially, blocking where people stand to wait for the bus. I've noticed people waiting for the bus who are in clothing that blends into the fencing; some have appeared to crouch back because there's not a lot of shoulder left. In addition, it's a busy site with lots of trucks, traffic, and equipment.

My observations to date have been during daylight hours. I can't imagine the safety will be enhanced as we get into shorter days or when snow piles up.

Sincerely

Erin P Smith

Sent from my iPhone

From: [City of Ketchum Idaho](#)
To: [Participate](#)
Subject: Form submission from: Contact Us
Date: Friday, August 25, 2023 9:13:18 AM

Submitted on Friday, August 25, 2023 - 9:13am

Submitted by anonymous user: 184.177.130.239

Submitted values are:

First Name Matt
Last Name Paxton
Email scurvybr@aol.com
Question/Comment

Hi,

I would like to comment on the increase traffic and noise on Saddle road between highway 75 and Sun Valley road.

Yesterday morning starting at 7:15am I counted 10 Semi-trucks most of them side dump trucks in a 30 minute period transit Saddle road. Our (formally)? residential street with a 25 MPH speed limit has turned into a major thorough fare for large trucks. During the whole day I counted almost 75 Semi-trucks and many more regular trucks on the street.

The size, noise (jake brakes), speed and dust from unsecured dirt loads have spoiled our enjoyment of living on this street. The removal of the 25 MPH sign for widening the bike path (it is still laying on the grass where it was removed) has seen an increase in the speed of cars and trucks using the road. My 90 plus year old neighbor was almost struck by a truck just trying to cross the street, something must be done about this

A solution could be that Sun Valley road should be the designated a truck route and return some semblance that Saddle road is primarily for residences.

Sincerely, Matt Paxton

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/11642>

From: [Shawn Phillips](#)
To: lostfound@mountainrides.org; info@mountainrides.org
Cc: [Participate](#)
Subject: left stranded and irate
Date: Sunday, August 27, 2023 10:14:28 AM
Attachments: [Screenshot 2023-08-27 at 9.53.24 AM.png](#)

hi mountain rides,

this past wednesday night i was left stranded on your valley route in hailey (9:22pm at myrtle) due to your new “no bikes after dark” policy ... and i’m just cooling off enough to write a complaint that’s more constructive than fuming.

your decision to enact this change in policy without adequate notice, and without grace period or exception, could only have one outcome :

stranding someone at night, with a bike, and in the case of the valley route, 10-15 miles from home.

how absolutely inconsiderate, and i mean that literally as well as emotionally. that policy change was executed without consideration of any kind for your ridership.

you might bristle at this suggestion, because there technically is a notice on the website ... however, it’s positioned at the part of the page that the fewest eyeballs ever reach ... further, the rider alert leads off with a notice about the elkhorn music festival, the bit about the bikes starts with the positive statement that bike racks are available, and "daylight use only" is in a light, sans-serif font that’s been italicized, ensuring that it’s not easy to read.

how about an obvious “ POLICY CHANGE : NO BIKES AT NIGHT “ ... or anything that actually calls attention that a change has occurred.

worse still, the website is the only place you thought to make an announcement of any kind.

why would you think anyone would visit the mtn rides website with the thought, “i wonder if there have been any significant policy changes this august?!”.

there was no effort whatsoever to make any other alert ... including signage on the busses themselves and/or at the bus stops. seriously, even a piece of copy paper taped up in the busses with some bold red text would’ve shown a desire that the ridership actually got the message.

and again, the only logical outcome, if any consideration whatsoever had been given to this situation, is that a person who easily missed this policy change would be stranded at night with a bike that’s hard to transport.

btw, when the bus driver stopped me from loading my bike, i said “ are you kidding, so you expect me to have to bike home now?! “ and he replied “ well you can “.

so condescending, what an insult to top it all off.

thanks for your time, and appreciate your consideration in the future.

best,
shawn

BLUE ROUTE
 WARM SPRINGS
 SUN VALLEY
 ELKHORN SPRINGS

VALLEY ROUTE - 2
 SCHEDULES TO VIEW:
 MONDAY-FRIDAY AND
 SATURDAY/SUNDAY/HOLIDAY
 SERVICE BETWEEN
 BELLEVUE, HAILEY,

HAILEY ROUTE
 WOODSIDE
 COMMUNITY CAMPUS
 AIRPORT
 DOWNTOWN HAILEY

How much can you save by riding the bus? Click here to calculate your savings!

SEASONAL ROUTES - SILVER
 SERVICE BETWEEN SUN VALLEY VILLAGE AND RIVER RUN SUMMER 2023

AIRPORT CONNECTIONS
 SERVICE TO FRIEDMAN AIRPORT (SUN)

RED ROUTE
 SERVICE FOR SV MUSIC FESTIVAL SUMMER 2023

RIDER ALERTS and NEWS

August 2023
 If you live in Elkhorn, ride the bus to the SV Music Festival.
 Bike Racks are available on a first come, first served basis. For passenger and driver safety, bike racks are for *daylight use* only.

VAN POOL

TWIN FALLS NON-EMERGENCY MEDICAL TRANSPORTATION (NEMT)

PARATRANSIT ADA



From: [Taylor Deering](#)
Subject: Recycling must improve in Blaine county
Date: Friday, August 25, 2023 12:55:07 PM

Dear officials, administrators and council members,

The Blaine County website for elected, and non-elected members, officials and employees is lacking contact information, such as direct phone numbers and email addresses. There are individuals who specifically are hired or appointed by the county to address the issue at the heart of this email, however, I don't have the contact information for those individuals and so you are entrusted to please forward this information to the correct parties.

I am not a permanent resident, my residency is in Maryland, however, my husband was born and raised in Sun Valley, his entire family lives and works in this county and we spend a good portion of our time here and have for the last 16 years together. Unfortunately, the recycling services that are available to Blaine County residents are insufficient and not to the standards expected in this modern era. Regardless of your politics, everyone can agree that it is better to reuse or recycle a product such as a cereal box, rather than adding it to the already substantial amount of permanent waste that goes into our landfills. Here is a community ripe with wilderness and natural beauty. Where else should it be of more dire concern and focus than here to preserve that beauty and natural richness. Finding and securing recycling resources to allow families of this county to not unnecessarily burden these natural resources with permanently storing recyclable goods in landfills - improvement would be a win for everyone!

How can Valley residents (and tourists) start to recycle our tremendous amount of clean food cartons such as cereal boxes and brown paper bags such as from the grocery store and egg cartons and glass? These are recyclable goods, but they are going into the landfill right now and the impact and results of that lack of service causes most residents I know here to not recycle at all. They don't see the point, because it's too confusing for them about what can and cannot be recyclable, and it also sends a message that Blaine county is OK filling up landfills with recyclable goods. Yikes! Hearing and learning that glass is not recycled here, but rather crushed and added to the landfill causes county residents to suspect that their efforts to clean, sort, store and dispose of glass with the intention for it to be recycled (as is suggested and advertised on the Blaine county website for recycling services) only to then learned that their efforts and care about this issue is a complete waste of their time and energy because it is all ending up in a landfill anyways, well that is ruining the trust that residents have in Blaine county and causes widespread suspicion that the local government is not doing what they claim or what they should.

I am here to volunteer in any efforts to bring more comprehensive recycling service to the Blaine county residents. For years, I have been hauling my recycling elsewhere, and it just seems ridiculous that other counties can provide better services in eco-conscious behavior than this rich county that attracts world travelers. Please explain what the challenges are, and please consider part-time residents like myself who are accustomed to comprehensive recycling services elsewhere and expect this county to do their part.

Kind regards,

Taylor Deering
214-606-6797

Sent from my iPhone

From: [Matsey, Bob C](#)
To: [Participate](#)
Subject: Burying Electric Lines
Date: Saturday, September 2, 2023 11:02:51 AM

Dear City Council,

It was good to see that a Project is under way to bury the Electric lines coming into town on Hwy 75.

I would like to propose putting a Project on the books for 2024 to Bury the Electric Lines going out Warm Springs Road! This would help:

1. Eliminate the Danger of people possibility running into the poles on their bikes (which has happened to us as a family when multiple bikes are passing and there are walkers on the sidewalk)
2. Eliminate the Ugly Power lines all the way down to Warm Spring lift
3. Allow for trees and shrubs to grow without having to top them every few years which is a cost to Power Company and Land Owners
4. Beautify the area for visitors who rent and stay in the area (I've had many people complain and say they need to come down)

Thank you for putting this on the list of projects.

Owner 2716 B Warm Springs Road
Robert Matsey

Sent from [Mail](#) for Windows

From: [Melissa Mollet Binnie](#)
To: [Participate](#)
Subject: Re: Litter on the bike path
Date: Monday, September 4, 2023 1:25:00 AM

On Tue, Aug 29, 2023, 1:52 PM Melissa Mollet Binnie <mmbinnie@gmail.com> wrote:

Dear Ketchum City Council members,

I live in Parkside condominium and there is a lot of trash being throw along the bike path.

Why doesn't Ketchum have more trash cans and recycling bins on the bike path?

I am seeing and picking up more trash than ever before.

Thank you,
Melissa Mollet Binnie
Parkside resident since 2000
Former KFD member for 28 years





From: [James Hungelmann](#)
To: [Neil Bradshaw](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Amanda Breen](#); [Michael David](#); [Participate](#)
Subject: Fwd: CLOUD SEEDING COMMITTEE MEETING Sept 6 2023
Date: Monday, September 4, 2023 10:07:05 PM
Attachments: [KCC CLOUD SEEDING Jan 16 2023.pdf](#)

General Public Comment

Ketchum City Council Meeting Sept 5 2023

Dear Mayor and Councilors:

I submit, as general public comment for tomorrow's KCC meeting, the following materials sent today to the "Cloud Seeding" committee of the state water board, in relation to concerns I and others have raised with you many times, most recently by me by Jan 16th letter to you appearing below.

Please give the courtesy of reply.

Thank you,

Jim

----- Forwarded message -----

De: JAMES HUNGELMANN <jimhungelmann@icloud.com>

Date: lun, 4 sept 2023 a las 21:43

Subject: Idaho State Water Resources Board CLOUD SEEDING COMMITTEE MEETING Sept 6 2023

To: <idwrinfo@idwr.idaho.gov>

Cc: JAMES HUNGELMANN <jimhungelmann@gmail.com>, <governor@gov.idaho.gov>

Please forward the attached document (full text also appearing below) to committee members and include as public comment accessible to the public on the record of the Water Board and the Sept 8 meeting of this Committee, to be addressed by this committee at that time. I am unable to attend that meeting other than by these written comments.

As you can see, the public health and safety concerns about "cloud seeding" are grave and of a scope far beyond that of the alleged Bear Valley project.

I ask this committee and the Water Board to immediately implement testing throughout the state on the level of contamination existing in all forms of "cloud seeding" long underway in Idaho. By copy of this, I ask Governor Little to ensure this matter gets immediate attention of his administration.

The reply of Ketchum Mayor and City Council to my request to test contained in that Jan 16 letter? The same as that of Mr Little when repeatedly pressed about this matter previously, in

writing: Abject Silence.

I am happy to address any questions. We look forward to your reply and engagement with the public on this matter.

Sincerely,

James Hungelmann
Ketchum

January 16, 2023

Mayor Bradshaw and City Councilors

City of Ketchum Ketchum City Council

Meeting of January 17, 2023

GENERAL PUBLIC COMMENT

Re:

***Health and Safety concern about Contaminants in Cloud Seeding:
Pay for Snow – At what cost?***

Dear Mayor and Councilors:

REQUEST IS HEREBY MADE TO YOU, in the interest of protecting public health and safety, to test the level of contamination appearing in our snowfall and rains; to evaluate and publicly communicate any risks to health and the environment so indicated; and to force by process of law the shutdown of any cloud seeding activities assessed to be unreasonably dangerous.

Background

How nice it has been to see the snow coming - and coming and coming. A banner year, some say. We have our Pray for Snow parties, but as it turns out, there is no need. We have Pay for Snow - and have had for quite some time, they now say. After many years of silence, distraction, and denial, suddenly the mainstream reporting is telling us all about cloud seeding and how it has been going on for decades, including locally. See, for example, “*Cloud Seeding: Will science be the answer to our snow prayers?*” Sun Valley Magazine (Winter 2022/23).

What is Cloud Seeding?

Cloud seeding is a weather modification technique that involves introducing chemical substances into clouds to convert a greater percent of the moisture available in clouds into precipitation that reaches the earth’s surface. According to the mainstream depiction, cloud seeding involves the release of silver iodide (AgI) vapors into the atmosphere using ground-based propane generators or dropping it from aircraft amid storms. The silver iodide particles serve as a nucleating agent for the formation of ice crystals. Mentioned also by some mainstreamers to be in the chemical mix are potassium iodide, dry ice, and even compressed liquid propane.

Pros of Cloud Seeding

Proponents tout that cloud seeding can increase precipitation and snow falls by up to 15% above what would be available from the normal hydrological cycle, with year-to-year consistency that mitigates increasingly volatile and destructive weather conditions including drought and flood. If true, a consistent 15% increase, without downsides, is an attractive proposition for all parties currently participating in contracted cloud seeding services, including power companies, water boards and districts, agriculturalists, and mountain resorts.

Cons

Opponents insist that cloud seeding as reported is not only expensive, requiring airplanes and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counterproductive long-term as natural weather is derailed; and further, that silver iodide is a highly toxic substance to which chronic exposure is exceptionally damaging for humans and the environment. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others.

- **Human toxicity**

Humans absorb silver iodide through the lungs, nose, skin, and GI tract. Mild exposure can cause GI irritation, renal and pulmonary lesions, and mild argyria (blue or black discoloration of the skin). Severe accumulated exposure can result in hemorrhagic gastroenteritis, shock, enlarged heart, severe argyria, and death by respiratory depression. A key manufacturer of silver iodide for weather modification, Deepwater Chemicals, warns of potential health hazards of silver iodide in its Material Safety Data Sheet as follows:

Chronic Exposure/Target Organs: Chronic ingestion of iodides may produce “iodism”, which may be manifested by skin rash, running nose, headache and irritation of the mucous membranes. Weakness, anemia, loss of weight and general depression may also occur. Chronic inhalation or ingestion may cause argyria characterized by blue-gray discoloration of the eyes, skin and mucous membranes. Chronic skin contact may cause permanent discoloration of the skin.

- **Toxicity to Environment including water and food supply**

Environmental agencies rate silver iodide as a non-soluble, inorganic, hazardous chemical that accumulates in and pollutes water and soil and all living things. Silver iodide is classified as an “extremely hazardous substance” by the Environmental Protection Agency. Under the guidelines of the Clean Water Act, silver iodide is considered a “priority” toxic pollutant, considered to be particularly harmful to human health and the environment.

In a 1971 “Freezing Nucleation” patent (US3587966A), the ongoing use of silver iodide is explained as follows:

The early great success with silver iodide as a freezing nucleant for clouds led to the supposition that because silver iodide has a crystal structure somewhat similar to ice, its success in freezing nucleation was entirely due to this fact. *Some fear has recently been expressed about the toxicity of silver iodide. Accordingly, a search has been made for other crystals which would have similar crystalline form, in the hope that they would prove to be freezing nucleants. Limited success has been made in this direction.* (Emphasis added.)

Knowing all this, who wants to take the risk for a possible additional 15% moisture, unless the level of actual contamination can be scientifically shown to be safe?

The Rest of the Story

Evidence-based forensic analysts challenge the mainstream depiction of cloud seeding, of twin-engine Pipers flying into clouds with silver iodide-releasing flares attached to the wings, as misleading and not the predominant method of cloud seeding. They point out that in recent years our snow has been exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual characteristics include: snow being extremely compacted and slick, making it dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and impact; snow charring rather than melting when exposed to flame; having a strange chemical odor; coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; being exceptionally difficult to push around and damaging heavy-duty snow removal equipment; and shrinking and sublimating directly to gas, bypassing the liquid state and often leaving little trace of melted water behind. Lots of snow maybe, but little to show for it. All of this begs the need for close scrutiny: What is in this stuff coming down?

These forensic observers maintain that what is called cloud seeding is only part of large-scale operations designed to modify and control the climate, which involve fleets of jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum, barium, strontium, polymer fibers, and anti-coagulating surfactants, showing up as massive trails drifting across the skies in waves and especially pronounced in advance of storms. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some experts also suspect that the aerosols contain hazardous biological materials, such as bacteria, viruses, and other natural or modified microorganisms and possibly even vaccines or other so-called “biological therapeutics”.

These same analysts insist that current climate intervention efforts serve to derail atmospheric chemistry and destroy the natural hydrological cycle, which has led to more frequent and more severe weather events like ice storms and flooding. They also maintain that climate intervention is the primary cause of overall climate deterioration today.

To conclude, on multiple occasions in recent years, I and others have urged this Council, on the record, to *Strip Search the Elephant in the Sky*, to investigate the visible geoengineering activities taking place that most people are hesitant or afraid to talk about. Regrettably, the Council's reply has been silence, denial, and even ridicule. This aligns with the ominous observation that "the most grossly obvious facts can be ignored when they are unwelcome."

A Call to Action

I respectfully submit that, given the serious threat represented by "cloud seeding" activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of toxicities in our snow and rain and to take appropriate action to protect public health, safety and the environment. This is not a costly proposition and by so doing, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

Thank you for taking the time to consider and respond to this matter.

Jim Hungelmann

Ketchum

From: [Kerrin McCall](#)
To: [Ananda Kriya](#)
Cc: [James Hungelmann](#); [Tyler Stagg](#); [Allison Goodwin](#); [Participate](#)
Subject: Idaho Water Resources Board meeting on CLOUD SEEDING
Date: Monday, September 4, 2023 7:47:51 PM
Attachments: [Weather-Modification-in-IDAHO.png](#)



It's not a conspiracy - it's been happening in Idaho for years!

The Idaho Water Resource Board has a crucial public meeting lined up about Weather Modification - specifically CLOUD SEEDING and we want you to be part of it.

Mark your calendars for Wednesday, September 6th at 1:00 PM MT.

This meeting will be focused on a new location for "Cloud Seeding," a topic that impacts our environment and water resources. Your participation is vital, as it's an opportunity to get informed and become informed at what they spray in our skies (that rains down on our children, animals and food)

In 2015, Idaho Power shared about Cloud Seeding projects in the state. [Check out Miste's video here.](#)

Before the meeting, get up to date on [Idaho cloud seeding.](#)

Zoom Meeting Link: [Click here to join](#)

From: [Ananda Kriya](#)
To: [James Hungelmann](#)
Cc: [Neil Bradshaw](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Amanda Breen](#); [Michael David](#); [Participate](#)
Subject: Re: CLOUD SEEDING COMMITTEE MEETING Sept 6 2023
Date: Monday, September 4, 2023 10:53:36 PM

Mid valley snow samples collected last winter and tested by Fremont Labs, Seattle, read 4 times EPA toxicity level for aluminum. Barium was also detected. Rainwater collected about two weeks ago has been sent for testing by Fremont Labs.

On Mon, Sep 4, 2023 at 10:06 PM James Hungelmann <jim.hungelmann@gmail.com> wrote:
General Public Comment

Ketchum City Council Meeting Sept 5 2023

Dear Mayor and Councilors:

I submit, as general public comment for tomorrow's KCC meeting, the following materials sent today to the "Cloud Seeding" committee of the state water board, in relation to concerns I and others have raised with you many times, most recently by me by Jan 16th letter to you appearing below.

Please give the courtesy of reply.

Thank you,

Jim

----- Forwarded message -----

De: JAMES HUNGELMANN <jimhungelmann@icloud.com>

Date: lun, 4 sept 2023 a las 21:43

Subject: Idaho State Water Resources Board CLOUD SEEDING COMMITTEE MEETING Sept 6 2023

To: <idwrinfo@idwr.idaho.gov>

Cc: JAMES HUNGELMANN <jimhungelmann@gmail.com>, <governor@gov.idaho.gov>

Please forward the attached document (full text also appearing below) to committee members and include as public comment accessible to the public on the record of the Water Board and the Sept 8 meeting of this Committee, to be addressed by this committee at that time. I am unable to attend that meeting other than by these written comments.

As you can see, the public health and safety concerns about "cloud seeding" are grave and of a scope far beyond that of the alleged Bear Valley project.

From: [Allison Goodwin](#)
To: [James Hungelmann](#)
Cc: [Neil Bradshaw](#); [Jim Slanetz](#); [Courtney Hamilton](#); [Amanda Breen](#); [Michael David](#); [Participate](#)
Subject: Re: CLOUD SEEDING COMMITTEE MEETING Sept 6 2023
Date: Tuesday, September 5, 2023 10:03:53 AM

Thanks Jim,
You are spot on.
Silver Iodide (and other toxic particulates) do not belong in our Water Supplies, soils and air.
Time for Humanity to wake up to the evil behind this "Science"
Thank you again,
Allison

On Mon, Sep 4, 2023 at 10:06 PM James Hungelmann <jim.hungelmann@gmail.com> wrote:
General Public Comment

Ketchum City Council Meeting Sept 5 2023

Dear Mayor and Councilors:

I submit, as general public comment for tomorrow's KCC meeting, the following materials sent today to the "Cloud Seeding" committee of the state water board, in relation to concerns I and others have raised with you many times, most recently by me by Jan 16th letter to you appearing below.

Please give the courtesy of reply.

Thank you,

Jim

----- Forwarded message -----

De: JAMES HUNGELMANN <jimhungelmann@icloud.com>

Date: lun, 4 sept 2023 a las 21:43

Subject: Idaho State Water Resources Board CLOUD SEEDING COMMITTEE MEETING Sept 6 2023

To: <idwrinfo@idwr.idaho.gov>

Cc: JAMES HUNGELMANN <jimhungelmann@gmail.com>, <governor@gov.idaho.gov>

Please forward the attached document (full text also appearing below) to committee members and include as public comment accessible to the public on the record of the Water Board and the Sept 8 meeting of this Committee, to be addressed by this committee at that time. I am unable to attend that meeting other than by these written comments.

As you can see, the public health and safety concerns about "cloud seeding" are grave and of a scope far beyond that of the alleged Bear Valley project.

I ask this committee and the Water Board to immediately implement testing throughout the state on the level of contamination existing in all forms of “cloud seeding” long underway in Idaho. By copy of this, I ask Governor Little to ensure this matter gets immediate attention of his administration.

The reply of Ketchum Mayor and City Council to my request to test contained in that Jan 16 letter? The same as that of Mr Little when repeatedly pressed about this matter previously, in writing: Abject Silence.

I am happy to address any questions. We look forward to your reply and engagement with the public on this matter.

Sincerely,

James Hungelmann
Ketchum

January 16, 2023

Mayor Bradshaw and City Councilors
City of Ketchum Ketchum City Council
Meeting of January 17, 2023
GENERAL PUBLIC COMMENT

Re:

***Health and Safety concern about Contaminants in Cloud Seeding:
Pay for Snow – At what cost?***

Dear Mayor and Councilors:

REQUEST IS HEREBY MADE TO YOU, in the interest of protecting public health and safety, to test the level of contamination appearing in our snowfall and rains; to evaluate and publicly communicate any risks to health and the environment so indicated; and to force by process of law the shutdown of any cloud seeding activities assessed to be unreasonably dangerous.

Background

How nice it has been to see the snow coming - and coming and coming. A banner year, some say. We have our Pray for Snow parties, but as it turns out, there is no need. We have Pay for Snow - and have had for quite some time, they now say. After many years of silence, distraction, and denial, suddenly the mainstream reporting is telling us all about cloud seeding and how it has been going on for decades, including locally. See, for example, *“Cloud Seeding: Will science be the answer to our snow prayers?”* Sun Valley Magazine (Winter 2022/23).

What is Cloud Seeding?

Cloud seeding is a weather modification technique that involves introducing chemical substances into clouds to convert a greater percent of the moisture available in clouds into precipitation that reaches the earth’s surface. According to the mainstream depiction, cloud seeding involves the release of silver iodide (AgI) vapors into the atmosphere using ground-based propane generators or dropping it from aircraft amid storms. The silver iodide particles serve as a nucleating agent for the formation of ice crystals. Mentioned also by some mainstreamers to be in the chemical mix are potassium iodide, dry ice, and even compressed liquid propane.

Pros of Cloud Seeding

Proponents tout that cloud seeding can increase precipitation and snow falls by up to 15% above what would be available from the normal hydrological cycle, with year-to-year consistency that mitigates increasingly volatile and destructive weather conditions including

drought and flood. If true, a consistent 15% increase, without downsides, is an attractive proposition for all parties currently participating in contracted cloud seeding services, including power companies, water boards and districts, agriculturalists, and mountain resorts.

Cons

Opponents insist that cloud seeding as reported is not only expensive, requiring airplanes and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counterproductive long-term as natural weather is derailed; and further, that silver iodide is a highly toxic substance to which chronic exposure is exceptionally damaging for humans and the environment. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others.

- Human toxicity

Humans absorb silver iodide through the lungs, nose, skin, and GI tract. Mild exposure can cause GI irritation, renal and pulmonary lesions, and mild argyria (blue or black discoloration of the skin). Severe accumulated exposure can result in hemorrhagic gastroenteritis, shock, enlarged heart, severe argyria, and death by respiratory depression. A key manufacturer of silver iodide for weather modification, Deepwater Chemicals, warns of potential health hazards of silver iodide in its Material Safety Data Sheet as follows:

Chronic Exposure/Target Organs: Chronic ingestion of iodides may produce “iodism”, which may be manifested by skin rash, running nose, headache and irritation of the mucous membranes. Weakness, anemia, loss of weight and general depression may also occur. Chronic inhalation or ingestion may cause argyria characterized by blue-gray discoloration of the eyes, skin and mucous membranes. Chronic skin contact may cause permanent discoloration of the skin.

- Toxicity to Environment including water and food supply

Environmental agencies rate silver iodide as a non-soluble, inorganic, hazardous chemical

that accumulates in and pollutes water and soil and all living things. Silver iodide is classified as an "extremely hazardous substance" by the Environmental Protection Agency. Under the guidelines of the Clean Water Act, silver iodide is considered a "priority" toxic pollutant, considered to be particularly harmful to human health and the environment.

In a 1971 "Freezing Nucleation" patent (US3587966A), the ongoing use of silver iodide is explained as follows:

The early great success with silver iodide as a freezing nucleant for clouds led to the supposition that because silver iodide has a crystal structure somewhat similar to ice, its success in freezing nucleation was entirely due to this fact. *Some fear has recently been expressed about the toxicity of silver iodide. Accordingly, a search has been made for other crystals which would have similar crystalline form, in the hope that they would prove to be freezing nucleants. Limited success has been made in this direction.* (Emphasis added.)

Knowing all this, who wants to take the risk for a possible additional 15% moisture, unless the level of actual contamination can be scientifically shown to be safe?

The Rest of the Story

Evidence-based forensic analysts challenge the mainstream depiction of cloud seeding, of twin-engine Pipers flying into clouds with silver iodide-releasing flares attached to the wings, as misleading and not the predominant method of cloud seeding. They point out that in recent years our snow has been exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual characteristics include: snow being extremely compacted and slick, making it dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and impact; snow charring rather than melting when exposed to flame; having a strange chemical odor; coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; being exceptionally difficult to push around and damaging heavy-duty snow removal equipment; and shrinking and sublimating directly to gas, bypassing the liquid state and often leaving little trace of melted water behind. Lots of snow maybe, but little to show for it. All of this begs the need for close scrutiny: What is in this stuff coming down?

These forensic observers maintain that what is called cloud seeding is only part of large-

scale operations designed to modify and control the climate, which involve fleets of jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum, barium, strontium, polymer fibers, and anti-coagulating surfactants, showing up as massive trails drifting across the skies in waves and especially pronounced in advance of storms. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some experts also suspect that the aerosols contain hazardous biological materials, such as bacteria, viruses, and other natural or modified microorganisms and possibly even vaccines or other so-called “biological therapeutics”.

These same analysts insist that current climate intervention efforts serve to derail atmospheric chemistry and destroy the natural hydrological cycle, which has led to more frequent and more severe weather events like ice storms and flooding. They also maintain that climate intervention is the primary cause of overall climate deterioration today.

To conclude, on multiple occasions in recent years, I and others have urged this Council, on the record, to *Strip Search the Elephant in the Sky*, to investigate the visible geoengineering activities taking place that most people are hesitant or afraid to talk about. Regrettably, the Council’s reply has been silence, denial, and even ridicule. This aligns with the ominous observation that “the most grossly obvious facts can be ignored when they are unwelcome.”

A Call to Action

I respectfully submit that, given the serious threat represented by “cloud seeding” activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of toxicities in our snow and rain and to take appropriate action to protect public health, safety and the environment. This is not a costly proposition and by so doing, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

Thank you for taking the time to consider and respond to this matter.

Jim Hungelmann

Ketchum

--

~~~~~

Allison Goodwin  
775.781.1837



**CITY OF KETCHUM**  
**MEETING MINUTES OF THE CITY COUNCIL**  
**Following KURA and KCC Joint Meeting**  
Monday, August 21, 2023

---

**CALL TO ORDER: 4:50PM** *(00:41:22 in video)*

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 4:50 p.m.

**ROLL CALL:**

Mayor Neil Bradshaw  
Michael David  
Courtney Hamilton  
Jim Slanetz  
Amanda Breen

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Lisa Enourato—Public Affairs & Administrative Services Manager  
Matt Johnson—City Attorney  
Shellie Gallagher—City Treasurer  
Jamie Shaw—Chief of Police  
Morgan Landers—Director of Planning and Building  
Tripp Hutchinson—Planning Intern  
Carissa Connelly—Housing Director  
Courtney Noble—Consultant  
Rian Rooney—Housing Fellow *via teleconference*

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Michael David shared the rental fees for PO boxes have increased from \$168.00-\$178.00. Questioned where that money goes, as PO boxes are supposed to be free. We need to keep working towards a solution to this problem. *(00:42:03 in video)*
- Amanda Breen has heard the same and agrees we need a solution. *(00:43:59 in video)*
- Courtney Hamilton brought up E-bikes and the danger of kids riding without helmets, and not understanding the rules of the road. Would like to consider ways to keep people safe. *(00:44:13 in video)*
- Michael David added that E-bikes are being ridden on sidewalks, and that we really need to do something to ensure safety going forward. He shared we need to revisit the legislation for the bike path. *(00:45:24 in video)*

**CONSENT AGENDA:**

- Courtney Hamilton asked for clarification on items #12 and #13. *(00:46:36 in video)*
- Carissa Connelly and Rian Rooney responded to the questions.
- Jim Slanetz asked about funding out of LOT tax. *(00:52:25 in video)*
- Courtney Hamilton shared concerns she has on the lease-to-locals program, item #13, and the cap on the incentives. *(00:53:12 in video)*

**Motion to approve consent agenda items #2 - #12.** *(00:55:10 in video)*

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

**AYES:** Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

**RESULT: ADOPTED UNANIMOUS**

**Motion to approve consent agenda items #13.** *(00:55:13 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Amanda Breen

**AYES:** Michael David, Courtney Hamilton, Amanda Breen

**RECUSED:** Jim Slanetz

**RESULT: ADOPTED**

**PUBLIC HEARING:**

**14.** FY2024 Budget Public Hearing and Second Reading of Ordinance #1251. *(00:55:40 in video)*

Presented by: Jade Riley and Shellie Gallagher

**Public Comment Open:** *(00:56:16 in video)*

*none*

**Public Comment Closed:** *(00:56:35 in video)*

**Questions, comments, and discussion by Council** *(00:56:53 in video)*

**Motion to approve the second reading by title only of Ordinance 1251 and schedule the third reading.** *(00:57:34 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Jim Slanetz

**AYES:** Michael David, Courtney Hamilton, Jim Slanetz, Amanda Breen

**RESULT: ADOPTED UNANIMOUS**

**Second reading by title only of Ordinance 1251.**

City Clerk and Business Manager Trent Donat *(00:57:53 in video)*

**NEW BUSINESS:**

**15.** Request for feedback on the Blaine County Emergency and Transitional Housing Plan.

Presented by: Carissa Connelly *(00:58:43 in video)*

Joined by: Courtney Noble

**Questions, comments, and discussion by Council** *(01:12:04 in video)*

**EXECUTIVE SESSION:**

**16.** Executive Session pursuant to Idaho Code 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**Motion to move to Executive Session pursuant to Idaho Code 74-206(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. (01:24:03 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

**AYES:** Michael David, Courtney Hamilton, Amanda Breen, Courtney Hamilton

**RESULT: UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn (01:24:39 in video)**

**MOVER:** Amanda Breen

**SECONDER:** Jim Slanetz

**AYES:** Michael David, Courtney Hamilton, Jim Slanetz, Amanda Breen

**RESULT: UNANIMOUS**

---

Neil Bradshaw, Mayor

**ATTEST:**

---

Trent Donat, City Clerk



**CITY OF KETCHUM and KURA  
SPECIAL JOINT MEETING MINUTES  
4:00PM Monday, August 21, 2023**

---

**CALL TO ORDER: (00:14:in video)**

Mayor Bradshaw called the Special joint meeting of the Ketchum City Council and KURA to order at 4:00 p.m.

**ROLL CALL—City Council**

Mayor Neil Bradshaw  
Michael David  
Amanda Breen  
Courtney Hamilton  
Jim Slanetz

**ROLL CALL—KURA**

Casey Dove  
Susan Scovell  
Amanda Breen  
Gary Lipton  
Jim Slanetz

**ABSENT:**

Casey Burke  
Tyler Davis-Jeffers

**ALSO PRESENT:**

Jade Riley—City Administrator  
Suzanne Frick—KURA Executive Director  
Trent Donat—City Clerk & Business Manager  
Lisa Enourato—Public Affairs & Administrative Services Manager  
Jamie Shaw—Police Chief KPD  
Morgan Landers—Director of Planning and Building  
Shellie Gallagher—Treasurer  
Aly Swindley—Management and Communication Analyst  
Mark Sindell—GGLO *via teleconference*  
Ben White—GGLO *via teleconference*

**COMMUNICATIONS FROM MAYOR AND COUNCIL AND PUBLIC COMMENTS: (00:01:23 in video)**

None

**NEW BUSINESS:** *(00:01:27 in video)*

3. Discussion and Review of Draft Resolution 23-011 between the City of Ketchum and KURA for First and Washington Avenue Funding. Presented by: Suzanne Frick

**Questions, comments, and discussion by Council and Board members.** *(00:02:25 in video)*

**For the record, this was noticed as Action but no recommended Motion.** *(00:07:05 in video)*

**Motion to adopt Resolution 23-011 and authorize the Mayor to sign.** *(00:07:38 in video)*

**MOVER:** Michael David

**SECONDER:** Courtney Hamilton

**AYES:** Michael David, Courtney Hamilton, Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

2. Review and Discussion on the approach and direction of the Town Square Master Plan.

Presented by: Suzanne Frick and Jade Riley *(00:08:21 in video)*

Joined by Mark Sindell and Ben White

**Questions, comments, and discussion by Council and Board members.** *(00:24:36 in video)*

**Motion to adjourn the Special Joint meeting with KURA and City Council.** *(00:40:55 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Amanda Breen, Jim Slanetz

**RESULT: ADOPTED UNANIMOUS**

---

Neil Bradshaw, Mayor

ATTEST:

---

Trent Donat, City Clerk

---

Susan Scovell, KURA Chair

ATTEST:

---

Trent Donat, KURA Secretary



**CALL TO ORDER:** *(00:00:15 in video)*

Mayor Neil Bradshaw called the meeting of the Ketchum Planning and Zoning Commission to order at 4:30p.m.

**ROLL CALL:**

Neil Bradshaw  
Courtney Hamilton  
Amanda Breen  
Michael David  
Jim Slanetz – Not Present  
Neil Morrow  
Susan Passovoy  
Brenda Moczygemba  
Tim Carter  
Spencer Cordovano

**ALSO PRESENT:**

Jade Riley – City Administrator  
Morgan Landers—Director of Planning and Building  
Abby Rivin – Senior Planner  
Adam Crutcher—Associate Planner  
Paige Nied – Associate Planner  
Trent Donat – City Clerk  
Heather Nicolai—Planning Technician & Office Administrator

**COMMUNICATIONS FROM COMMISSIONERS:** *(00:00:55 in video)*

None

**CONSENT AGENDA:** *(00:01:06 in video)*

1. (City Council ONLY) ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement 22880 for the placement of a paver driveway and maintenance of existing trees in the public right-of-way on 671 N. 3rd Ave - Project Manager Forsgren Associates Inc Robyn Mattison.

**Motion to approve the Right-of-Way Encroachment Agreement 22880 for the placement of a paver driveway and maintenance of existing trees in the public right-of-way on 671 N. 3rd Ave. *(00:01:30 in video)***

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

**AYES:** Neil Bradshaw, Courtney Hamilton, Amanda Breen, Michael David



**NAYS:**

**RESULT: ADOPED UNANIMOUSLY**

**NEW BUSINESS:** *(00:01:45 in video)*

2. Discussion of Update to the Comprehensive Plan and Land Use Regulations including project approach, audit of the comprehensive plan, and community engagement strategy.
  - Morgan Landers – Director Planning & Building – Introductions & process overview *(00:02:30 in video)*
  - Daren Fluke, Jacobs Engineering – Project overview *(00:04:00 in video)*
  - Darcie White, Clarion Associates – Presentation *(00:06:35 in video)*
  - Matt Goebel, Clarion Associates – Presentation *(00:21:15 in video)*

**PUBLIC COMMENT OPENED** *(00:37:55 in video)*

- Perry Boyle *(00:38:30 in video)*

**PUBLIC COMMENT CLOSED** *(00:39:35 in video)*

- Questions and discussion between City Council, Planning & Zoning Commission, City Staff and consultants - Clarion Associates & Jacobs Engineering *(00:39:38 in video)*
- Darren Fluke, Jacobs Engineering – went over next steps *(01:56:55 in video)*

**ADJOURNMENT:**

**Motion to adjourn at 5:45 pm** *(01:58:45in video)*

**MOVER:** Neil Morrow

**SECONDER:** Courtney Hamilton

**AYES:** Neil Bradshaw, Courtney Hamilton, Amanda Breen, Michael David, Susan Passovoy, Tim Carter, Neil Morrow, Spencer Cordovano, Brenda Moczygemba

**RESULT: ADOPED UNANIMOUSLY**

---

Neil Bradshaw – Mayor

---

Neil Morrow – P & Z Commissioner

---

Morgan Landers – Director of Planning & Building

Report Criteria:

Invoices with totals above \$0 included.  
Paid and unpaid invoices included.  
[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"  
Invoice Detail.Voided = No,Yes

| Vendor Name                                            | Invoice Number | Description                                  | Net Invoice Amount | Purchase Order Number |
|--------------------------------------------------------|----------------|----------------------------------------------|--------------------|-----------------------|
| <b>GENERAL FUND</b>                                    |                |                                              |                    |                       |
| <b>01-3200-2100 BUILDING PERMITS</b>                   |                |                                              |                    |                       |
| CARBON HILL HOT SPRINGS INC                            | 082123         | BUILDING PERMIT REFUND FROM 2021             | 1,048.00           |                       |
| Total :                                                |                |                                              | 1,048.00           |                       |
| <b>ADMINISTRATIVE SERVICES</b>                         |                |                                              |                    |                       |
| <b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>      |                |                                              |                    |                       |
| COPY & PRINT, L.L.C.                                   | 127185         | STICKY NOTES, NOTEBOOKS                      | 143.29             |                       |
| COPY CENTER LLC                                        | 2835           | LETTERHEADS                                  | 170.00             |                       |
| GEM STATE PAPER & SUPPLY                               | 1102402        | TRASH BAGS, SPLENDA                          | 74.04              |                       |
| GEM STATE PAPER & SUPPLY                               | 1102631        | SANITARY NAPKIN, WAXED KRAFT LINER           | 211.76             |                       |
| GEM STATE PAPER & SUPPLY                               | 1102631-01     | WAXED KRAFT LINER                            | 40.21              |                       |
| GEM STATE PAPER & SUPPLY                               | 1103108        | RETURN SANITARY NAPKIN BIN                   | 42.35-             |                       |
| <b>01-4150-4200 PROFESSIONAL SERVICES</b>              |                |                                              |                    |                       |
| CLEARMINDGRAPHICS                                      | 5918           | WEB DESIGN AND DEVELOPMENT, SECURITY UPDATES | 261.25             |                       |
| DIXON RESOURCES UNLIMITED                              | 3716           | ON-CALL PARKING SUPPORT SERVICE 082023       | 660.00             |                       |
| <b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b> |                |                                              |                    |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0630  | 10002196 063023                              | 223.10             |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0731  | 10002196 073123                              | 1,329.95           |                       |
| <b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>     |                |                                              |                    |                       |
| CENTURY LINK                                           | 2087265574 24  | 2087265574 240B 081323                       | 66.32              |                       |
| COX BUSINESS                                           | 0012401037719  | 0012401037719502 081723                      | 81.99              |                       |
| COX BUSINESS                                           | 0012401050589  | 0012401050589901 080623                      | 172.99             |                       |
| <b>01-4150-5110 COMPUTER NETWORK</b>                   |                |                                              |                    |                       |
| INTEGRATED TECHNOLOGIES                                | 223665         | CO00 CITY OF KETCHUM-02 082123               | 535.61             |                       |
| <b>01-4150-5150 COMMUNICATIONS</b>                     |                |                                              |                    |                       |
| SNEE, MOLLY                                            | 2321           | Graphic Design and Social Media Management   | 5,000.00           | 23059                 |
| <b>01-4150-5200 UTILITIES</b>                          |                |                                              |                    |                       |
| IDAHO POWER                                            | 2203990334 08  | 2203990334 081223                            | 46.32              |                       |
| IDAHO POWER                                            | 2206452274 08  | 2206452274 082523                            | 507.46             |                       |
| IDAHO POWER                                            | 2206570869 08  | 2206570869 081223                            | 32.87              |                       |
| IDAHO POWER                                            | 2224128120 08  | 2224128120 082323                            | 1,145.64           |                       |
| <b>01-4150-6500 CONTRACTS FOR SERVICES</b>             |                |                                              |                    |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2849                                         | 236.00             |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2844                                         | 354.00             |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2847                                         | 118.00             |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2848                                         | 295.00             |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2846                                         | 960.00             |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2845                                         | 724.00             |                       |

| Vendor Name                                            | Invoice Number | Description                                      | Net Invoice Amount | Purchase Order Number |
|--------------------------------------------------------|----------------|--------------------------------------------------|--------------------|-----------------------|
| Total ADMINISTRATIVE SERVICES:                         |                |                                                  | 13,347.45          |                       |
| <b>LEGAL</b>                                           |                |                                                  |                    |                       |
| <b>01-4160-4200 PROFESSIONAL SERVICES</b>              |                |                                                  |                    |                       |
| WHITE PETERSON LAW FIRM                                | 24892R 073123  | GENERAL CITY ADMIN                               | 15,728.00          |                       |
| Total LEGAL:                                           |                |                                                  | 15,728.00          |                       |
| <b>PLANNING &amp; BUILDING</b>                         |                |                                                  |                    |                       |
| <b>01-4170-3200 OPERATING SUPPLIES</b>                 |                |                                                  |                    |                       |
| ATKINSONS' MARKET                                      | 05706668       | LA CROIX-ILE DE FRANCE, KIND BARS                | 28.49              |                       |
| COPY CENTER LLC                                        | 2835           | HOUSING POSTERS                                  | 1,157.50           |                       |
| <b>01-4170-4200 PROFESSIONAL SERVICES</b>              |                |                                                  |                    |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2850                                             | 47.50              |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2853                                             | 147.50             |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2852                                             | 118.00             |                       |
| S & C ASSOCIATES LLC                                   | 2844-2853      | 2851                                             | 354.00             |                       |
| <b>01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM</b>     |                |                                                  |                    |                       |
| HARMONY DESIGN & ENGINEE                               | 23130          | 18018 KETCHUM SAP REVIEW THROUGH 073123          | 490.00             |                       |
| <b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b> |                |                                                  |                    |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0630  | 10002196 063023                                  | 166.52             |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0731  | 10002196 073123                                  | 1,704.98           |                       |
| Total PLANNING & BUILDING:                             |                |                                                  | 4,214.49           |                       |
| <b>NON-DEPARTMENTAL</b>                                |                |                                                  |                    |                       |
| <b>01-4193-4200 PROFESSIONAL SERVICE</b>               |                |                                                  |                    |                       |
| CASELLE, INC.                                          | 126901         | ONLINE PAYSTUBS/W2 APPLICATION SETUP             | 3,000.00           |                       |
| MURRAY GROUP                                           | 752009         | STRATEGIC ASSESSMENT OF EMPLOYEE BENEFIT PROGRAM | 1,875.00           | 23111                 |
| <b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>       |                |                                                  |                    |                       |
| JACOBSEN, KAREN                                        | 082423         | ART MURAL                                        | 6,985.00           | 23109                 |
| Total NON-DEPARTMENTAL:                                |                |                                                  | 11,860.00          |                       |
| <b>FACILITY MAINTENANCE</b>                            |                |                                                  |                    |                       |
| <b>01-4194-3200 OPERATING SUPPLIES</b>                 |                |                                                  |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2308-619748    | SAFETY GLASSESS                                  | 13.69              |                       |
| CHATEAU DRUG CENTER                                    | 2748305        | BULBS                                            | 99.72              |                       |
| <b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>       |                |                                                  |                    |                       |
| CHRISTENSEN INC.                                       | 1026562        | 38950 081523                                     | 490.92             |                       |
| <b>01-4194-5200 UTILITIES</b>                          |                |                                                  |                    |                       |
| IDAHO POWER                                            | 2203313446 08  | 2203313446 081123                                | 5.82               |                       |
| <b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b> |                |                                                  |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2306-598250    | PICTURE HANGING WIRE, BRASS PIC HANGER           | 46.69              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2306-598516    | STUD FINDER W/LEVEL AND RULER                    | 59.99              |                       |

| Vendor Name                                                | Invoice Number | Description                                                        | Net Invoice Amount | Purchase Order Number |
|------------------------------------------------------------|----------------|--------------------------------------------------------------------|--------------------|-----------------------|
| <b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>         |                |                                                                    |                    |                       |
| MOUNTAIN FIRE SPRINKLER                                    | 3760           | STARBUCKS ANNUAL INSPECTION                                        | 275.00             |                       |
| COX BUSINESS                                               | 0012401034971  | 0012401034971402 082323                                            | 143.00             |                       |
| <b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>     |                |                                                                    |                    |                       |
| PIPECO, INC.                                               | S5179044.001   | WORM DRIVE CLAMPS, ELBOWS, BUSHING                                 | 26.47              |                       |
| PIPECO, INC.                                               | S5182345.001   | WHISKERS FLOUR PINK                                                | 13.49              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-191990    | JB WATER WELD, STIK, MINI BULB                                     | 21.58              |                       |
| CHRISTENSEN INC.                                           | 1026562        | 38950 081523                                                       | 22.91              |                       |
| <b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>     |                |                                                                    |                    |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193764    | TURN SIGNALS-FORD RANGER                                           | 2.99               |                       |
| <b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                                                    |                    |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193743    | HEADLIGHT                                                          | 12.09              |                       |
| <b>01-4194-6950 MAINTENANCE</b>                            |                |                                                                    |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2306-597614    | FASTENERS                                                          | 19.89              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2307-600242    | SQR BIT, PHILLIPS BITS, TORX BITS                                  | 20.54              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2307-608254    | TORX WOOD SCREW                                                    | 32.00              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2308-616369    | SAW BLD METAL CARB                                                 | 47.99              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2308-619783    | BLASTIC BUCKET, LID, ROPE, ELECTRIC TAPE                           | 67.70              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2308-623028    | RATCHET STRAP                                                      | 29.99              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2308-623836    | ALLWAY BRUSH NYLON                                                 | 2.19               |                       |
| CHATEAU DRUG CENTER                                        | 2744565        | CLOROX BLEACH                                                      | 6.64               |                       |
| CHATEAU DRUG CENTER                                        | 2748048        | INVISIBLE GLASS, SIMPLE GREEN                                      | 13.28              |                       |
| MOSS GARDEN CENTER                                         | 218585         | JACK'S CLASSIC BLOSSOM                                             | 25.59              |                       |
| OHIO GULCH TRANSFER STATIO                                 | 260544         | .06 TON TRANSFER                                                   | 5.00               |                       |
| PIPECO, INC.                                               | S5178757.001   | PINCH CLAMP, COUPLING, CUTTER BLADE,<br>HANDLE PINCH TOOL          | 56.52              |                       |
| PIPECO, INC.                                               | S5179975.001   | PVC SLIP UNION, SLIPS, NIPPLES, CEMENT, PRIMER<br>PURPLE           | 75.66              |                       |
| PIPECO, INC.                                               | S5180621.001   | ROTOR RAIN BIRD                                                    | 21.63              |                       |
| Total FACILITY MAINTENANCE:                                |                |                                                                    | 1,658.98           |                       |
| <b>POLICE</b>                                              |                |                                                                    |                    |                       |
| <b>01-4210-3100 OFFICE SUPPLIES &amp; POSTAGE</b>          |                |                                                                    |                    |                       |
| LIDSTROM, BLAKE                                            | 081823         | CSO WORK BOOTS                                                     | 148.35             |                       |
| <b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>           |                |                                                                    |                    |                       |
| CHRISTENSEN INC.                                           | 1026575        | 39060 081523                                                       | 259.91             |                       |
| <b>01-4210-3610 PARKING OPS PROCESSING FEES</b>            |                |                                                                    |                    |                       |
| DATA TICKET INC                                            | 154393         | DAILY CITATION PROCESSING, VIN LOOKUPS,<br>MAINTENANCE AND SUPPORT | 1,637.88           |                       |
| <b>01-4210-4200 PROFESSIONAL SERVICES</b>                  |                |                                                                    |                    |                       |
| MARKY'S SUPER TOW                                          | 23-4059741     | SNOW TOWS/RELOCATIONS WINTER 2023                                  | 12,385.00          |                       |
| <b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>         |                |                                                                    |                    |                       |
| CENTURY LINK                                               | 2087267848 10  | 2087267848 105B 081323                                             | 148.82             |                       |
| <b>01-4210-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>     |                |                                                                    |                    |                       |
| KARL MALONE FORD HAILEY                                    | 109345         | MAINTENANCE SERVICES                                               | 179.19             |                       |

| Vendor Name                                                | Invoice Number | Description                                           | Net Invoice Amount | Purchase Order Number |
|------------------------------------------------------------|----------------|-------------------------------------------------------|--------------------|-----------------------|
| Total POLICE:                                              |                |                                                       | 14,759.15          |                       |
| <b>FIRE &amp; RESCUE</b>                                   |                |                                                       |                    |                       |
| <b>01-4230-3200 OPERATING SUPPLIES FIRE</b>                |                |                                                       |                    |                       |
| ATKINSONS' MARKET                                          | 0001 06 066971 | WHITE CLOUD COFFEE                                    | 58.88              |                       |
| ATKINSONS' MARKET                                          | 06681592       | CLR DISINFECTING                                      | 2.85               |                       |
| ATKINSONS' MARKET                                          | 10658756       | PORK BABYBACK RIBS                                    | 7.68               |                       |
| CHATEAU DRUG CENTER                                        | 2746792        | WALL HOOKS FOR STATION                                | 2.37               |                       |
| <b>01-4230-3210 OPERATING SUPPLIES EMS</b>                 |                |                                                       |                    |                       |
| ATKINSONS' MARKET                                          | 0001 03 037301 | CLEANER AND LAUNDRY SOAP                              | 8.92               |                       |
| ATKINSONS' MARKET                                          | 0001 03 037301 | CLEANER AND LAUNDRY SOAP                              | 8.91               |                       |
| ATKINSONS' MARKET                                          | 0001 06 066971 | WHITE CLOUD COFFEE                                    | 58.88              |                       |
| ATKINSONS' MARKET                                          | 06681592       | CLR DISINFECTING BT                                   | 2.84               |                       |
| ATKINSONS' MARKET                                          | 10658756       | PORK BABYBACK RIBS                                    | 7.68               |                       |
| CHATEAU DRUG CENTER                                        | 2746792        | WALL HOOKS FOR STATION                                | 2.37               |                       |
| NORCO                                                      | 38518943       | D/DEY-MEDICAL OXYGEN & HANDLING CHARGE                | 86.72              |                       |
| HENRY SCHEIN                                               | 49083401       | ZOLL PAPER, ELECTRODES, MEGA MOVERS, SANI CLOTH, MEDS | 1,229.15           |                       |
| HENRY SCHEIN                                               | 49136854       | MIDAZOLAM HCL, KETAMINE HCL                           | 74.64              |                       |
| HENRY SCHEIN                                               | 50093325       | SPO2 SENSORS ADULT/PEDI, COLD PACKS                   | 594.39             |                       |
| HENRY SCHEIN                                               | 50460629       | SODIUM CL FLUSH,CACL SYRING                           | 261.74             |                       |
| HENRY SCHEIN                                               | 51139375       | RAPID COLD PACK                                       | 33.31              |                       |
| HENRY SCHEIN                                               | 51428202       | SODIUM CLORIDE, MED PREP NEEDLES                      | 141.83             |                       |
| PRIMARY PHARMACEUTICALS                                    | NO S31501      | EMS MEDS- ADENOSINE                                   | 439.81             |                       |
| <b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>      |                |                                                       |                    |                       |
| CHRISTENSEN INC.                                           | 1026461        | 37267 081523                                          | 304.32             |                       |
| <b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>       |                |                                                       |                    |                       |
| CHRISTENSEN INC.                                           | 1026461        | 37267 081523                                          | 304.32             |                       |
| <b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>             |                |                                                       |                    |                       |
| EMERGENCY RESPONDERS HEA                                   | 0002416-IN     | Annual Comp FF Exam                                   | 357.28             |                       |
| <b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>              |                |                                                       |                    |                       |
| EMERGENCY RESPONDERS HEA                                   | 0002416-IN     | Annual Comp FF Exam                                   | 357.27             |                       |
| <b>01-4230-4910 TRAINING EMS</b>                           |                |                                                       |                    |                       |
| CHATEAU DRUG CENTER                                        | 2751743        | MOULAGE FOR EMS TRAINING                              | 51.25              |                       |
| <b>01-4230-4920 TRAINING-FACILITY</b>                      |                |                                                       |                    |                       |
| IDAHO POWER                                                | 2224210258 08  | 2224210258 080923                                     | 21.25              |                       |
| COX BUSINESS                                               | 0012401047339  | 0012401047339201 073023                               | 99.79              |                       |
| <b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>     |                |                                                       |                    |                       |
| KETCHUM AUTO INC                                           | 100115         | MOUNT AND BALANCE TIRES, PATCH HOLE                   | 71.50              |                       |
| <b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>      |                |                                                       |                    |                       |
| KETCHUM AUTO INC                                           | 100115         | MOUNT AND BALANCE TIRES, PATCH HOLE                   | 71.50              |                       |
| <b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                                       |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2308-621168    | BUTANE FUEL REFIL 165GR                               | 2.70               |                       |
| CHATEAU DRUG CENTER                                        | 2745882        | SHOP TOOLS - TORCH                                    | 18.99              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193109    | SHOP SUPPLIES - KEY HP2210                            | 5.07               |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193236    | SHOP SUPPLIES - WIRE TERMINAL AND CONNECTOR           | 11.83              |                       |

| Vendor Name                                                | Invoice Number | Description                                | Net Invoice Amount | Purchase Order Number |
|------------------------------------------------------------|----------------|--------------------------------------------|--------------------|-----------------------|
| <b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                            |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2308-621168    | BUTANE FUEL REFIL 165GR                    | 2.69               |                       |
| CHATEAU DRUG CENTER                                        | 2745882        | SHOP TOOLS - TORCH                         | 19.00              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193109    | SHOP SUPPLIES -KEY HP2210                  | 5.06               |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193236    | SHOP SUPPLIES- WIRE TERMINAL AND CONNECTOR | 11.83              |                       |
| Total FIRE & RESCUE:                                       |                |                                            | 4,738.62           |                       |
| <b>STREET</b>                                              |                |                                            |                    |                       |
| <b>01-4310-3200 OPERATING SUPPLIES</b>                     |                |                                            |                    |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193812    | WASH&WAX                                   | 26.95              |                       |
| <b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>           |                |                                            |                    |                       |
| CHRISTENSEN INC.                                           | 1026463        | 37269 081523                               | 941.26             |                       |
| <b>01-4310-5200 UTILITIES</b>                              |                |                                            |                    |                       |
| IDAHO POWER                                                | 2204882910 08  | 2204882910 081523                          | 452.87             |                       |
| <b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                            |                    |                       |
| COLOR HAUS, INC.                                           | ZD7KA          | GOOSENECK TRAILER STAIN                    | 73.99              |                       |
| IDAHO LUMBER & HARDWARE                                    | 959047         | GORILLA TAPE, TOSE BARB, HEX BUSH          | 49.75              |                       |
| METROQUIP, INC.                                            | P22866         | BROOMS FOR EAGLE                           | 234.03             |                       |
| METROQUIP, INC.                                            | P22905         | BROOMS FOR PELICAN                         | 970.86             |                       |
| NAPA AUTO PARTS                                            | 158222         | CORE DEPOSIT                               | 755.96             |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193623    | BELTS                                      | 9.65               |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193664    | LIQ WAX                                    | 43.98              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-193745    | ENGINE OIL                                 | 13.90              |                       |
| COMMERCIAL TIRE                                            | 09-157773      | FLAT REPAIR-DUMP TRUCK                     | 362.00             |                       |
| COMMERCIAL TIRE                                            | 09-157814      | NEW TIRES-OLD BLOWER                       | 6,101.99           |                       |
| <b>01-4310-6910 OTHER PURCHASED SERVICES</b>               |                |                                            |                    |                       |
| CINTAS                                                     | 4164807188     | BLACK MATS, COVERALLS                      | 21.60              |                       |
| CINTAS                                                     | 4165586103     | BLACK MATS                                 | 21.60              |                       |
| CINTAS                                                     | 5172024146     | CABINET ORGANIZED, DATES CHECKED, RESTOCK  | 219.01             |                       |
| NORCO                                                      | 37133116       | CYLINDER RENTAL                            | 222.60             |                       |
| TREASURE VALLEY COFFEE INC                                 | 2160:09640695  | COFFEE, HOT CHOCOLATE                      | 69.35              |                       |
| <b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>              |                |                                            |                    |                       |
| FASTENAL COMPANY                                           | IDJER108012    | SIGN NUTS & BOLTS                          | 40.96              |                       |
| <b>01-4310-6930 STREET LIGHTING</b>                        |                |                                            |                    |                       |
| IDAHO POWER                                                | 2200506786 08  | 2200506786 081123                          | 7.41               |                       |
| IDAHO POWER                                                | 2201174667 08  | 2201174667 081123                          | 10.93              |                       |
| IDAHO POWER                                                | 2202627564 08  | 2202627564 081123                          | 8.87               |                       |
| IDAHO POWER                                                | 2204882910 08  | 2204882910 081523                          | 636.40             |                       |
| IDAHO POWER                                                | 2205963446 08  | 2205963446 081123                          | 56.88              |                       |
| IDAHO POWER                                                | 2224304721 08  | 2224304721 081223                          | 5.31               |                       |
| <b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>         |                |                                            |                    |                       |
| SHERWIN-WILLIAMS CO.                                       | 0615-4         | CURB STREET PAINT                          | 287.00             |                       |
| WALKER SAND AND GRAVEL                                     | 1201632        | 75.96 TONS SCREENED CHIPS                  | 1,540.09           |                       |
| WALKER SAND AND GRAVEL                                     | 1202909        | 64.02 TONS SCREENED CHIPS                  | 1,439.25           |                       |
| WALKER SAND AND GRAVEL                                     | 1203875        | 176.78 TONS SCREENED CHIPS                 | 3,819.78           |                       |
| WALKER SAND AND GRAVEL                                     | 1204273        | 187.27 TONS SCREENED CHIPS                 | 4,205.38           |                       |
| WALKER SAND AND GRAVEL                                     | 1205516        | CRUSHED FINES & SCREEN CHIPS               | 863.33             |                       |

| Vendor Name                                            | Invoice Number | Description                                          | Net Invoice Amount | Purchase Order Number |
|--------------------------------------------------------|----------------|------------------------------------------------------|--------------------|-----------------------|
| WALKER SAND AND GRAVEL                                 | 1206384        | CLEAN FILL-53.89 TONS, 3/4" COMM ROADBASE-22.64 TONS | 585.86             |                       |
| ROAD WORK AHEAD TRAFFIC S                              | TS--21308      | MOTORCYCLE PARKING STENCIL                           | 55.77              |                       |
| Total STREET:                                          |                |                                                      | 24,154.57          |                       |
| <b>RECREATION</b>                                      |                |                                                      |                    |                       |
| <b>01-4510-3200 OPERATING SUPPLIES</b>                 |                |                                                      |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2308-625920    | CUP HOOK BRASS                                       | 2.39               |                       |
| CHATEAU DRUG CENTER                                    | 2747813        | ACRYLIC PAINTS                                       | 18.97              |                       |
| <b>01-4510-3280 YOUTH GOLF</b>                         |                |                                                      |                    |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0731  | 10002196 073123                                      | 1,069.80           |                       |
| <b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>     |                |                                                      |                    |                       |
| ATKINSONS' MARKET                                      | 03723665       | SNACKS FOR PARKS                                     | 8.40               |                       |
| ATKINSONS' MARKET                                      | 03724896       | LAUNDRY PODS, BLEACH, LYSOL, SOAP, ETC               | 33.31              |                       |
| ATKINSONS' MARKET                                      | 05706680       | MILK, STRAWBERRIES, CREAM, BERRIES                   | 34.46              |                       |
| <b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>       |                |                                                      |                    |                       |
| CHRISTENSEN INC.                                       | 1026462        | 37268 081523                                         | 58.55              |                       |
| <b>01-4510-4200 PROFESSIONAL SERVICE</b>               |                |                                                      |                    |                       |
| FIVE STEP CARPET CARE                                  | 3282           | PARKS CARPET                                         | 450.00             |                       |
| <b>01-4510-5200 UTILITIES</b>                          |                |                                                      |                    |                       |
| SENTINEL FIRE & SECURITY, IN                           | 90825          | ATKINSONS PARK BUILDING ALARM MONITORING             | 104.85             |                       |
| Total RECREATION:                                      |                |                                                      | 1,780.73           |                       |
| Total GENERAL FUND:                                    |                |                                                      | 93,289.99          |                       |
| <b>WAGON DAYS FUND</b>                                 |                |                                                      |                    |                       |
| <b>WAGON DAYS EXPENDITURES</b>                         |                |                                                      |                    |                       |
| <b>02-4530-3250 SOUVENIRS SUPPLIES</b>                 |                |                                                      |                    |                       |
| PRESS PRINT HOUSE                                      | 1662           | Wagon Day's T Shirts                                 | 3,820.00           |                       |
| <b>02-4530-4200 PROFESSIONAL SERVICES</b>              |                |                                                      |                    |                       |
| SUN VALLEY EVENTS                                      | 1031           | PROFESSIONAL SERVICES- WAGON DAYS 2023 AUG           | 4,138.44           |                       |
| SUN VALLEY EVENTS                                      | 1032           | FINAL CONTRACT INSTALLMENT- SEPTEMBER                | 4,642.50           |                       |
| <b>02-4530-4220 GRAND MARSHAL DINNER</b>               |                |                                                      |                    |                       |
| SUN VALLEY EVENTS                                      | 1031           | MUSEUM STAFFING                                      | 215.00             |                       |
| <b>02-4530-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b> |                |                                                      |                    |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0630  | 10002196 063023                                      | 673.20             |                       |
| Total WAGON DAYS EXPENDITURES:                         |                |                                                      | 13,489.14          |                       |
| Total WAGON DAYS FUND:                                 |                |                                                      | 13,489.14          |                       |
| <b>GENERAL CAPITAL IMPROVEMENT FD</b>                  |                |                                                      |                    |                       |
| <b>GENERAL CIP EXPENDITURES</b>                        |                |                                                      |                    |                       |
| <b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>   |                |                                                      |                    |                       |
| BIG WOOD LANDSCAPE, INC.                               | 28880          | REMODEL LITTLE PARK                                  | 57,790.63          | 23025                 |

| Vendor Name                                       | Invoice Number | Description                                              | Net Invoice Amount | Purchase Order Number |
|---------------------------------------------------|----------------|----------------------------------------------------------|--------------------|-----------------------|
| <b>03-4193-7135 MAIN STREET REHAB</b>             |                |                                                          |                    |                       |
| EXPRESS PUBLISHING, INC.                          | 10002196 0630  | 10002196 063023                                          | 2,274.00           |                       |
| Total GENERAL CIP EXPENDITURES:                   |                |                                                          | 60,064.63          |                       |
| <b>FIRE &amp; RESCUE CIP EXPENDITURES</b>         |                |                                                          |                    |                       |
| <b>03-4230-7115 FIREFIGHTIN EQ (TOOLS)</b>        |                |                                                          |                    |                       |
| NATIONAL HOSE TESTING SPECI                       | 51087          | 2023 Hose and Ladder Testing                             | 3,275.10           |                       |
| KARL MALONE FORD HAILEY                           | 13051          | AMBULANCE PARTS - PUMP                                   | 470.93             |                       |
| <b>03-4230-7130 PPE (TURNOUT GEAR)</b>            |                |                                                          |                    |                       |
| DAVIS EMBROIDERY INC.                             | 42969          | WOVEN PATCHES-KFD                                        | 404.10             |                       |
| MUNICIPAL EMERGENCY SERIC                         | IN1908852      | CLASS B SHIRTS                                           | 370.05             |                       |
| MUNICIPAL EMERGENCY SERIC                         | IN1917943      | EMS PANTS                                                | 234.23             |                       |
| CURTIS TOOLS FOR HEROES                           | INV737442      | PPE - NOMEX PANTS                                        | 363.65             |                       |
| <b>03-4230-7140 SHOP TOOLS</b>                    |                |                                                          |                    |                       |
| BROOKS WELDING                                    | 15928          | TRAILER PARTS- 20' X 2 X 2 X 1/8 ANGLE                   | 74.52              |                       |
| Total FIRE & RESCUE CIP EXPENDITURES:             |                |                                                          | 5,192.58           |                       |
| Total GENERAL CAPITAL IMPROVEMENT FD:             |                |                                                          | 65,257.21          |                       |
| <b>ORIGINAL LOT FUND</b>                          |                |                                                          |                    |                       |
| <b>ORIGINAL LOT TAX</b>                           |                |                                                          |                    |                       |
| <b>22-4910-6060 EVENTS/PROMOTIONS</b>             |                |                                                          |                    |                       |
| BARBARA'S PARTY RENTAL, INC                       | 081523         | TeNTS, TABLES                                            | 2,503.00           |                       |
| EXPRESS PUBLISHING, INC.                          | 10002196 0630  | 10002196 063023                                          | 986.82             |                       |
| EXPRESS PUBLISHING, INC.                          | 10002196 0731  | 10002196 073123                                          | 534.90             |                       |
| BLAZE, NICOLE                                     | 082423         | Town Square Entertainment 2023                           | 400.00             |                       |
| Total ORIGINAL LOT TAX:                           |                |                                                          | 4,424.72           |                       |
| Total ORIGINAL LOT FUND:                          |                |                                                          | 4,424.72           |                       |
| <b>COMMUNITY HOUSING</b>                          |                |                                                          |                    |                       |
| <b>COMMUNITY HOUSING EXPENSE</b>                  |                |                                                          |                    |                       |
| <b>54-4410-3200 LIFT TOWER LODGE OPERATIONS</b>   |                |                                                          |                    |                       |
| CHATEAU DRUG CENTER                               | 2749319        | TRASH BAGS, BINS, BRUSHS                                 | 49.35              |                       |
| IDAHO POWER                                       | 2208260063 08  | 2208260063 081223                                        | 154.33             |                       |
| IDAHO POWER                                       | 2226910376 08  | 2226910376 081223                                        | 245.98             |                       |
| <b>54-4410-4210 LEASE TO LOCALS INSENTIVES</b>    |                |                                                          |                    |                       |
| KELLY, NANCY                                      | 082123         | LEASE TO LOCALS INCENTIVE                                | 4,500.00           |                       |
| <b>54-4410-4215 LEASE TO LOCALS PROF SERVICES</b> |                |                                                          |                    |                       |
| PLACEMATE, INC                                    | 1580           | LEASE TO LOCALS RENTAL PROGRAM                           | 7,500.00           | 22120                 |
| <b>54-4410-4250 LIFT TOWER LODGE PROFF SVCS</b>   |                |                                                          |                    |                       |
| FIRE SERVICES OF IDAHO                            | 12523149       | Annual Service of Fire Ext.                              | 170.00             |                       |
| JOE'S BACKHOE SERVICES, INC.                      | 7423947        | INSTALL NEW WATER LINE                                   | 6,967.50           |                       |
| LUNCEFORD EXCAVATION, INC.                        | 15178          | LIFT TOWER LODGE- UTILITIESEXCAVATE,<br>BACKFILL, IMPORT | 14,518.24          |                       |
| OFFICE BRIGHT INC                                 | 1676           | DEEP CLEAN LIFT TOWER LODGE                              | 560.00             |                       |



| Vendor Name                                           | Invoice Number | Description                                                  | Net Invoice Amount | Purchase Order Number |
|-------------------------------------------------------|----------------|--------------------------------------------------------------|--------------------|-----------------------|
| STANDARD PLUMBING SUPPLY                              | ULGX45         | 1-1/4 25AUB Z3 SU PRV                                        | 362.76             |                       |
| <b>54-4410-5200 LIFT TOWER LODGE UTILITIES</b>        |                |                                                              |                    |                       |
| SENTINEL FIRE & SECURITY, IN                          | 91456          | LIFT TOWER LODGE MONITORING                                  | 104.85             |                       |
| <b>54-4410-5900 LIFT TOWER LDG REPAIR &amp; MAINT</b> |                |                                                              |                    |                       |
| A.C. HOUSTON LUMBER CO.                               | 2308-621076    | SPRING CLAMP                                                 | 2.49               |                       |
| CHATEAU DRUG CENTER                                   | 2750726        | Bulbs                                                        | 18.99              |                       |
| L.L. GREEN'S HARDWARE                                 | B411576        | OUTLETS, CONNECTORS, WALL PLATES, WALL BOX                   | 18.75              |                       |
| L.L. GREEN'S HARDWARE                                 | B417533        | HEALTHY SEPTIC SYSTEM, PADLOCK, ALKALINE BATTERIES,ETC       | 84.71              |                       |
| PIPECO, INC.                                          | S5188684.001   | BRASS BALLS, GALV BUSH COUPLINGS AND NIPPLES                 | 98.08              |                       |
| PIPECO, INC.                                          | S5190181.001   | FAUCET HANDLE WOODFORD                                       | 4.75               |                       |
| Total COMMUNITY HOUSING EXPENSE:                      |                |                                                              | 35,360.78          |                       |
| Total COMMUNITY HOUSING:                              |                |                                                              | 35,360.78          |                       |
| <b>WATER FUND</b>                                     |                |                                                              |                    |                       |
| <b>63-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>      |                |                                                              |                    |                       |
| SV VENTURES                                           | 081723         | CHANGED METERS, REFUND THE DIFFERENCE                        | 15,354.00          |                       |
| Total :                                               |                |                                                              | 15,354.00          |                       |
| <b>WATER EXPENDITURES</b>                             |                |                                                              |                    |                       |
| <b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>     |                |                                                              |                    |                       |
| EXPRESS PUBLISHING, INC.                              | 10002196 0630  | 10002196 063023                                              | 155.25             |                       |
| <b>63-4340-3120 DATA PROCESSING</b>                   |                |                                                              |                    |                       |
| BILLING DOCUMENT SPECIALIS                            | 89773          | Utilities Billing                                            | 582.39             |                       |
| <b>63-4340-3200 OPERATING SUPPLIES</b>                |                |                                                              |                    |                       |
| CINTAS                                                | 4165586236     | 110 RIVER RANCH RD WATER                                     | 31.19              |                       |
| CINTAS                                                | 4165586236     | 110 RIVER RANCH RD ADMIN                                     | 10.90              |                       |
| <b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>      |                |                                                              |                    |                       |
| CHRISTENSEN INC.                                      | 1026465        | 37271 - WATER                                                | 257.26             |                       |
| <b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>    |                |                                                              |                    |                       |
| CENTURY LINK                                          | 2087250715 19  | 2087250715 195B - WATER                                      | 121.54             |                       |
| VERIZON WIRELESS                                      | 9941955961     | 365516521 WATER DEPT                                         | 123.07             |                       |
| <b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>     |                |                                                              |                    |                       |
| RIVER RUN AUTO PARTS                                  | 6538-193774    | TRLRHTCHBLMNT, TRAILER BALL, TRAILER HITCH BSHING, HITCH PIN | 150.84             |                       |
| Total WATER EXPENDITURES:                             |                |                                                              | 1,432.44           |                       |
| Total WATER FUND:                                     |                |                                                              | 16,786.44          |                       |
| <b>WASTEWATER FUND</b>                                |                |                                                              |                    |                       |
| <b>65-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>      |                |                                                              |                    |                       |
| TOPNOTCH                                              | 082923         | UTILITY REFUND                                               | 211.98             |                       |

| Vendor Name                                             | Invoice Number | Description                                           | Net Invoice Amount | Purchase Order Number |
|---------------------------------------------------------|----------------|-------------------------------------------------------|--------------------|-----------------------|
| Total :                                                 |                |                                                       | 211.98             |                       |
| <b>WASTEWATER EXPENDITURES</b>                          |                |                                                       |                    |                       |
| <b>65-4350-3120 DATA PROCESSING</b>                     |                |                                                       |                    |                       |
| BILLING DOCUMENT SPECIALIS                              | 89773          | Utilities Billing                                     | 582.39             |                       |
| <b>65-4350-3200 OPERATING SUPPLIES</b>                  |                |                                                       |                    |                       |
| A.C. HOUSTON LUMBER CO.                                 | 2308-622895    | RIVET MEDIUM ALUM 3/16X1/4IN                          | 8.69               |                       |
| CINTAS                                                  | 4165586236     | 110 RIVER RANCH RD WASTEWATER                         | 63.92              |                       |
| CINTAS                                                  | 4165586236     | 110 RIVER RANCH RD ADMIN                              | 10.89              |                       |
| D & B SUPPLY INC.                                       | 61589          | Work Boots                                            | 209.99             |                       |
| HUDSON'S SHOES                                          | 1/KT/68837     | Work Boots                                            | 195.49             |                       |
| UPS STORE #2444                                         | MMN7FR50JH     | WATER SAMPLES                                         | 13.51              |                       |
| UPS STORE #2444                                         | MMN7FR5TS      | WATER SAMPLES                                         | 18.69              |                       |
| <b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>        |                |                                                       |                    |                       |
| CHRISTENSEN INC.                                        | 1026464        | 37270 - WASTEWATER                                    | 737.04             |                       |
| <b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>      |                |                                                       |                    |                       |
| CENTURY LINK                                            | 2087268953 40  | 2087268953 402B - Wastwater                           | 61.54              |                       |
| VERIZON WIRELESS                                        | 9941803270     | 965494438 WASTEWATER DEPT                             | 65.98              |                       |
| <b>65-4350-5200 UTILITIES</b>                           |                |                                                       |                    |                       |
| IDAHO POWER                                             | 2202158701 08  | 2202158701 - 110 RIVER RANCH RD SWR                   | 15,566.60          |                       |
| <b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>       |                |                                                       |                    |                       |
| NORTHWEST EQUIP SALES MAC                               | CM186389TP     | UNIV JOINT                                            | 118.10-            |                       |
| <b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> |                |                                                       |                    |                       |
| A.C. HOUSTON LUMBER CO.                                 | 2308-620242    | DRYWALL MUD PAN GALV                                  | 12.79              |                       |
| GRAINGER, INC., W.W.                                    | 9801935918     | SOLENOID VALVE BRASS, NC, AIR, INERT GAS MANUFACTURER | 186.10             |                       |
| NAPA AUTO PARTS                                         | 158240         | SPARK PLUG, OIL FIL, 10W30 QT                         | 25.33              |                       |
| NAPA AUTO PARTS                                         | 158400         | Fuel Fil                                              | 3.33               |                       |
| NAPA AUTO PARTS                                         | 158620         | Fuel Fil                                              | 2.22               |                       |
| PIPECO, INC.                                            | S5178020.001   | CL GALV NIPPLE                                        | 1.09               |                       |
| <b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>      |                |                                                       |                    |                       |
| A.C. HOUSTON LUMBER CO.                                 | 2308-622338    | LEXEL GEN PURP CLK CLR                                | 31.97              |                       |
| CHRISTENSEN INC.                                        | 1026464        | 37270 - WASTEWATER                                    | 118.67             |                       |
| VERIZON WIRELESS                                        | 9941803270     | 965494438 WASTEWATER COLLECTIONS DEPT                 | 41.53              |                       |
| Total WASTEWATER EXPENDITURES:                          |                |                                                       | 17,839.66          |                       |
| Total WASTEWATER FUND:                                  |                |                                                       | 18,051.64          |                       |
| <b>WASTEWATER CAPITAL IMPROVE FND</b>                   |                |                                                       |                    |                       |
| <b>WASTEWATER CIP EXPENDITURES</b>                      |                |                                                       |                    |                       |
| <b>67-4350-7813 CAPITAL IMP PLAN(NO SHARING)</b>        |                |                                                       |                    |                       |
| USA BLUEBOOK                                            | INV00114634    | FREIGHT                                               | 223.28             |                       |
| USA BLUEBOOK                                            | INV00114634    | 10" SS SENSOR MOUNTING BAND                           | 820.00             | 23132                 |
| USA BLUEBOOK                                            | INV00114634    | MANTARAY PORTABLE FLOW MONITOR                        | 5,925.00           | 23132                 |
| USA BLUEBOOK                                            | INV00114634    | 8" SS SENSOR MOUNTING BAND                            | 480.00             | 23132                 |

| Vendor Name                                            | Invoice Number | Description                               | Net Invoice Amount | Purchase Order Number |
|--------------------------------------------------------|----------------|-------------------------------------------|--------------------|-----------------------|
| <b>67-4350-7815 AERATION BASINS BLOWERS &amp; ELEC</b> |                |                                           |                    |                       |
| HDR ENGINEERING, INC.                                  | 1200548661     | TASK ORDER#001 AB UPGRADE DETAILED DESIGN | 32,283.53          | 23090                 |
| HDR ENGINEERING, INC.                                  | 1200548786     | ON-CALL SERVICES AS DIRECTED              | 649.50             |                       |
| <b>67-4350-7817 REMOVE DIGESTER NO 1 BLDG &amp; FL</b> |                |                                           |                    |                       |
| HDR ENGINEERING, INC.                                  | 1200548662     | TASK ORDER #15 SOLIDS HANDLING PER        | 12,934.91          | 23056                 |
| Total WASTEWATER CIP EXPENDITURES:                     |                |                                           | 53,316.22          |                       |
| Total WASTEWATER CAPITAL IMPROVE FND:                  |                |                                           | 53,316.22          |                       |
| <b>DEVELOPMENT TRUST FUND</b>                          |                |                                           |                    |                       |
| <b>DEVELOPMENT TRUST EXPENDITURES</b>                  |                |                                           |                    |                       |
| <b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>      |                |                                           |                    |                       |
| WHITE PETERSON LAW FIRM                                | 24892R 073123  | GATEWAY HOTEL DEVELOPMENT PROPOSAL 073123 | 272.00             |                       |
| Total DEVELOPMENT TRUST EXPENDITURES:                  |                |                                           | 272.00             |                       |
| Total DEVELOPMENT TRUST FUND:                          |                |                                           | 272.00             |                       |
| Grand Totals:                                          |                |                                           | 300,248.14         |                       |

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
- Invoice Detail.Voided = No,Yes



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date: 09/5/23 Staff Member/Dept: Adam Crutcher, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to review and approve the Condominium Final Plat for 120 8<sup>th</sup> St and Adopt the Findings of Fact, Conclusions of Law, and Decision.

**Recommended Motion:**

I move to approve the 120 8<sup>th</sup> St Condominium Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

**Reasons for Recommendation:**

- The request meets all applicable standards for Final Plats & Condominium Subdivisions contained in Ketchum Municipal Code (KMC) Subdivision (Title 16) regulations.
- The condominium subdivision preliminary plat application for this project was reviewed and approved by the City Council on November 1, 2021.
- The proposed condominium final plat meets all the requirements of the final plat approval, including conformance with all condominium subdivision requirements.
- All city departments have reviewed the proposal and have no issue with the proposed subdivision.

**Policy Analysis and Background (non-consent items only):**

**Sustainability Impact:**

None OR state impact here: Approval of the condominium final plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

**Financial Impact:**

None OR Adequate funds exist in account: None

Attachments:

|                                                             |
|-------------------------------------------------------------|
| 1. Application and Supporting Materials                     |
| 2. Final Plat                                               |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |

Attachment A:  
Application & Supplemental Materials



**City of Ketchum  
Planning & Building**

| OFFICIAL USE ONLY   |         |
|---------------------|---------|
| Application Number: | P23-067 |
| Date Received:      | 7/20/23 |
| By:                 | HLN     |
| Fee Paid:           | \$2625  |
| Approved Date:      |         |
| By:                 |         |

**Subdivision Application-Final Plat**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

| APPLICANT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |                              |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------|------------------------------------|
| Name of Proposed Subdivision: <del>The Lofts at 120 8th Street</del> <i>THE RESIDENCES AT ONE TWENTY</i>                                                                                                                                                                                                                                                                                                                                                                                      |                               |                              |                                    |
| Owner of Record: SV Ventures, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |                              |                                    |
| Address of Owner: PO Box 5023, Ketchum, ID 83340                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |                              |                                    |
| Representative of Owner: Dave Patrie, Galena - Benchmark Engineering                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                              |                                    |
| Legal Description: Lot 5, Block 33, Ketchum Townsite RPK 00000330050                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                              |                                    |
| Street Address: 120 8th street E                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |                              |                                    |
| SUBDIVISION INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                              |                                    |
| Number of Lots/Parcels: 7 units                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |                              |                                    |
| Total Land Area: 5496 SF                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |                              |                                    |
| Current Zoning District: CC                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |                              |                                    |
| Proposed Zoning District: CC                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                              |                                    |
| Overlay District: N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |                              |                                    |
| TYPE OF SUBDIVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |                              |                                    |
| Condominium <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                               | Land <input type="checkbox"/> | PUD <input type="checkbox"/> | Townhouse <input type="checkbox"/> |
| Adjacent land in same ownership in acres or square feet: N/A                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                              |                                    |
| Easements to be dedicated on the final plat: Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are granted.                                                                                                                                                                                                                                                                                                  |                               |                              |                                    |
| Briefly describe the improvements to be installed prior to final plat approval:<br>Refer to Development Agreement                                                                                                                                                                                                                                                                                                                                                                             |                               |                              |                                    |
| ADDITIONAL INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                              |                                    |
| All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance<br>One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations<br>One (1) copy of current title report and owner's recorded deed to the subject property<br>One (1) copy of the preliminary plat<br>All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a> |                               |                              |                                    |

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

*Dave Patrie (representative)*  
Applicant Signature

*7-13-2023*  
Date

**ARTICLES OF INCORPORATION  
OF  
THE RESIDENCES AT ONE TWENTY OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of The Residences at One Twenty Owners Association, Inc. (“**Articles**”):

**ARTICLE I  
NAME**

The name of the corporation is The Residences at One Twenty Owners Association, Inc. (the “**Association**”).

**ARTICLE II  
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III  
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV  
REGISTERED AGENT**

Garrison Belles, whose street address is 100 Sun Valley Rd. #1497, Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for The Residences at One Twenty, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

**ARTICLE VI  
MEMBERSHIP & VOTING RIGHTS**

**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such



Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

## ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors are as follows:

|                 |                                                  |
|-----------------|--------------------------------------------------|
| Will Fleming    | 100 Sun Valley Rd. #1497<br>Ketchum, Idaho 83340 |
| Garrison Belles | 100 Sun Valley Rd. #1497<br>Ketchum, ID 83340    |
| Jon Gilmour     | PO Box 5973<br>Ketchum, Idaho 83340              |

## ARTICLE VIII DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was

created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE IX**  
**AMENDMENTS**

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

**ARTICLE X**  
**INCORPORATOR**

The name and address of the incorporator of the Association is:

Reid Sanborn  
291 N. First Ave.  
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this \_\_\_\_ day of \_\_\_\_\_,  
2020.

\_\_\_\_\_  
Reid Sanborn, Incorporator

**BYLAWS**  
**OF**  
**THE RESIDENCES AT ONE TWENTY OWNERS ASSOCIATION, INC.**

These Bylaws (these “**Bylaws**”) of The Residences at One Twenty Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for The Residences at One Twenty, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the “**Declaration**”). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein have the meaning set forth in the Declaration.

**ARTICLE 1 - MEMBERS**

Section 1.1 Membership and Voting. **Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present.

Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association's receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.6 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with Robert's Rules of Order.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than five (5) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person's absence, by the Association's secretary of the previous annual meeting, or, in both persons' absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.6, is considered notice served. If no address has been furnished to the Association's secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who

would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

## ARTICLE 2 - BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

Section 2.3 Annual meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.5 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.6 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not

present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.7 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.8 Voting. Each director will have one (1) vote as a director.

Section 2.9 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.10 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.11 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.12 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

Section 2.13 Books, Financial Statements and Audit. The Board will cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Financial statements for the Association will be prepared regularly and, upon request, copies will be made available to each Member of the Association as follows:

(a) A pro forma operating statement or budget representing the Association for each “fiscal year” (which will begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year will begin on the date of incorporation) will be made available to the Members not less than fifteen (15) days prior to the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Association will cause to be prepared and made available to each Member, a balance sheet as of the last day of the Association’s fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. The operating statement will include a schedule of Assessments received and receivable.

Section 2.14 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the

director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.15 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director's term, the director continues to serve until the director's successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director's term (i.e. on the date of the first annual meeting of the Members after the director's election), the director's successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

### ARTICLE 3 - OFFICERS

Section 3.1 Designation. The principal officers of the Association will be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction, and control of the business of the Association. The president will be ex officio a member of all standing

committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

#### ARTICLE 4 - ASSESSMENTS PROCEDURES

The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

#### ARTICLE 5 - INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 5.3 or Section 5.4(c).

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably



incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.2 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.3, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.2, as determined by:

- (a) A majority vote of directors who are not parties to such proceeding;
- (b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;
- (c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or
- (d) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.3 or Section 5.4(c), in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

#### ARTICLE 6 - ASSOCIATION RECORDS

The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

#### ARTICLE 7 - CONFLICTING PROVISIONS

If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be severable and the other provisions of these Bylaws will remain in full force and effect.

#### ARTICLE 8 - AMENDMENTS TO BYLAWS

These Bylaws may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of at least sixty-five percent (65%) of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

*[Remainder of page intentionally left blank; adoption on the following page.]*

**CONSENT OF DIRECTORS OF THE  
THE RESIDENCES AT ONE TWENTY OWNERS ASSOCIATION, INC.  
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of the The Residences at One Twenty Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of the The Residences at One Twenty Owners Association, Inc. in Lieu of Meeting is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**DIRECTORS:**

\_\_\_\_\_  
Will Fleming

\_\_\_\_\_  
Jon Gilmour

\_\_\_\_\_  
Garrison Belles

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of The Residences at One Twenty Owners Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 10 pages, including this page, constitute the Bylaws of The Residences at One Twenty Owners Association, Inc., and were duly adopted by the Board pursuant to that **“Consent of Directors of The Residences at One Twenty Owners Association, Inc. in Lieu of Meeting,”** dated effective the \_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Gilmour, Secretary

**CONDOMINIUM DECLARATION  
FOR  
THE RESIDENCES AT ONE TWENTY**

**TABLE OF CONTENTS**

**SECTION 1 RECITALS..... 1**

    1.1 Property Covered ..... 1

    1.2 Residential Use ..... 1

    1.3 Purpose..... 1

**SECTION 2 DECLARATION..... 1**

**SECTION 3 ADDITIONAL DEFINITIONS ..... 2**

**SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP ..... 5**

    4.1 Estates of an Owner of a Condominium ..... 5

    4.2 Title ..... 5

    4.3 No Further Division ..... 5

    4.4 Inseparability of Condominiums..... 5

    4.5 Partition of Common Area Not Permitted ..... 5

    4.6 Taxes and Assessments ..... 5

    4.7 Owner’s Rights with Respect to Interiors ..... 6

**SECTION 5 EASEMENTS..... 6**

    5.1 Easements for Encroachments ..... 6

    5.2 Easements of Access for Repair, Maintenance, and Emergencies ..... 6

    5.3 Owner’s Right to Ingress, Egress, and Support ..... 7

    5.4 Association’s Right to Use of Common Area..... 7

    5.5 Grantor’s Right Incident to Construction ..... 7

    5.6 Certain Easements Benefit City ..... 7

    5.7 Emergency Easement..... 7

    5.8 Recorded Easements ..... 8

    5.9 Easements for Annual Inspection ..... 8

    5.10 Easements Deemed Created..... 8

**SECTION 6 DESCRIPTION OF CONDOMINIUM..... 8**

**SECTION 7 USE OF CONDOMINIUMS..... 8**

    7.1 Single-Family Residential..... 8

    7.2 Leasing..... 9

    7.3 Obstructions of Common Area ..... 9

    7.4 Maintenance of Interiors and Limited Common Area ..... 9

    7.5 Prohibition of Damage and Certain Activities ..... 10

    7.6 No Hazardous Activities ..... 11

    7.7 Over the Air Reception Devices ..... 11

    7.8 Energy Devices, Outside..... 12

    7.9 Signs..... 12

    7.10 Window Treatments..... 12

    7.11 Water Beds..... 12

|                                                                       |           |
|-----------------------------------------------------------------------|-----------|
| 7.12 Appliances.....                                                  | 12        |
| 7.13 Construction and Structural Alterations.....                     | 13        |
| 7.14 Sewer System Restrictions.....                                   | 13        |
| 7.15 Deck Restrictions .....                                          | 13        |
| 7.16 Garage Restrictions.....                                         | 13        |
| 7.17 Carports Restrictions.....                                       | 14        |
| 7.18 Storage Area Restrictions .....                                  | 14        |
| 7.19 No Smoking .....                                                 | 14        |
| 7.20 Animals/Pets .....                                               | 14        |
| 7.21 Assistance Animals.....                                          | 14        |
| 7.22 Right to Enjoy and Use Units .....                               | 15        |
| <b>SECTION 8 THE RESIDENCES AT ONE TWENTY OWNERS ASSOCIATION.....</b> | <b>15</b> |
| 8.1 Creation and Designation of Association .....                     | 15        |
| 8.2 Membership and Voting .....                                       | 15        |
| 8.3 Member Meetings .....                                             | 16        |
| 8.4 Proxies.....                                                      | 16        |
| 8.5 Board of Directors.....                                           | 16        |
| 8.6 Delegation of Authority .....                                     | 16        |
| 8.7 Powers of the Association.....                                    | 17        |
| 8.8 Duties of the Association .....                                   | 20        |
| 8.9 Immunity and Indemnification .....                                | 21        |
| 8.10 Waiver of Consequential Damages.....                             | 22        |
| <b>SECTION 9 ASSESSMENTS.....</b>                                     | <b>22</b> |
| 9.1 Covenant to Pay Assessments.....                                  | 22        |
| 9.2 Rate of Assessment .....                                          | 22        |
| 9.3 Regular Assessments .....                                         | 22        |
| 9.4 Special Assessments .....                                         | 23        |
| 9.5 Limited Assessments .....                                         | 23        |
| 9.6 Notice and Assessment Due Date .....                              | 24        |
| <b>SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS .....</b>             | <b>24</b> |
| 10.1 Right to Enforce .....                                           | 24        |
| 10.2 Assessment Liens.....                                            | 24        |
| 10.3 Method of Foreclosure.....                                       | 25        |
| 10.4 Required Notice .....                                            | 25        |
| 10.5 Subordination.....                                               | 25        |
| 10.6 Grantor Exemption.....                                           | 25        |
| <b>SECTION 11 RIGHTS TO COMMON AREAS .....</b>                        | <b>25</b> |
| 11.1 Use of Common Area .....                                         | 25        |
| 11.2 Delegation of Right to Use .....                                 | 26        |
| 11.3 Damages.....                                                     | 26        |

|                                                                   |           |
|-------------------------------------------------------------------|-----------|
| <b>SECTION 12 MECHANIC’S LIEN RIGHTS .....</b>                    | <b>26</b> |
| <b>SECTION 13 INSURANCE.....</b>                                  | <b>27</b> |
| 13.1 Types of Insurance .....                                     | 27        |
| 13.2 Form .....                                                   | 28        |
| 13.3 Insurance Proceeds.....                                      | 28        |
| 13.4 Owner’s Own Insurance .....                                  | 28        |
| 13.5 Mutual Waiver of Subrogation Rights .....                    | 29        |
| <b>SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION.....</b>            | <b>29</b> |
| 14.1 Affects Title .....                                          | 29        |
| 14.2 Association As Agent .....                                   | 29        |
| 14.3 General Authority of Association .....                       | 29        |
| 14.4 Estimate of Costs .....                                      | 30        |
| 14.5 Repair or Reconstruction .....                               | 30        |
| 14.6 Funds for Reconstruction .....                               | 30        |
| 14.7 Disbursement of Funds for Repair or Reconstruction .....     | 30        |
| 14.8 Decision not to Rebuild .....                                | 30        |
| <b>SECTION 15 CONDEMNATION .....</b>                              | <b>31</b> |
| 15.1 Consequences of Condemnation.....                            | 31        |
| 15.2 Proceeds .....                                               | 31        |
| 15.3 Complete Taking.....                                         | 31        |
| 15.4 Partial Taking .....                                         | 31        |
| 15.5 Reorganization .....                                         | 31        |
| 15.6 Reconstruction and Repair .....                              | 32        |
| <b>SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS .....</b> | <b>32</b> |
| 16.1 Disclaimer and Waiver of Warranties.....                     | 32        |
| <b>SECTION 17 RESOLUTION OF DISPUTES.....</b>                     | <b>33</b> |
| 17.1 Agreement to Avoid Litigation.....                           | 33        |
| 17.2 Exemptions .....                                             | 33        |
| 17.3 Dispute Resolution.....                                      | 34        |
| <b>SECTION 18 INITIAL DEVELOPMENT PERIOD .....</b>                | <b>35</b> |
| 18.1 Project Management .....                                     | 35        |
| 18.2 Grantor Exemptions .....                                     | 35        |
| 18.3 Water Rights Appurtenant to Project.....                     | 36        |
| 18.4 Grantor’s Exemption from Assessments .....                   | 36        |
| 18.5 Assignment of Grantor’s Rights .....                         | 36        |
| <b>SECTION 19 TERM.....</b>                                       | <b>36</b> |
| <b>SECTION 20 MISCELLANEOUS .....</b>                             | <b>36</b> |



|                                            |    |
|--------------------------------------------|----|
| 20.1 Amendment.....                        | 36 |
| 20.2 Mortgage Protection.....              | 37 |
| 20.3 Enforcement and Non-Waiver .....      | 37 |
| 20.4 Registration of Mailing Address ..... | 38 |
| 20.5 Interpretation.....                   | 38 |
| 20.6 Owner’s Obligations Continue .....    | 39 |
| 20.7 Exhibits .....                        | 39 |
| 20.8 Acknowledgement and Waivers .....     | 39 |

**EXHIBITS**

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Plat of The Residences at One Twenty
- EXHIBIT C — Articles of Incorporation
- EXHIBIT D — Proportionate Interest in Common Area

**CONDOMINIUM DECLARATION**  
**FOR**  
**THE RESIDENCES AT ONE TWENTY**

THIS CONDOMINIUM DECLARATION FOR THE RESIDENCES AT ONE TWENTY 2023 (this “**Declaration**”) is made effective as of June 30, 2023 (the “**Effective Date**”), by SV Ventures LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

**SECTION 1 RECITALS**

**1.1 Property Covered.** Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for The Residences at One Twenty, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2023, as Instrument No. \_\_\_\_\_, Book \_\_\_\_ of Plats at Pages \_\_\_\_ through \_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the “**Plat**”).

**1.2 Residential Use.** Grantor intends to develop the Property with a residential condominium building (the “**Building**”) in accordance with the Plat, this Declaration, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities. The Property, together with the Building and every other building, improvement, or structure thereon, and every easement or right appurtenant thereto, is referred to in this Declaration as the “**Project**.”

**1.3 Purpose.** The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Condominium Act, designate Common Area and Limited Common Area, create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively “**Restrictions**”).

**SECTION 2 DECLARATION**

Grantor hereby declares that the Project and every Condominium and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality residential condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Condominium and portion thereof; (ii) inure to the benefit of the Project and every portion thereof; and (iii) inure to the benefit

of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

### SECTION 3 ADDITIONAL DEFINITIONS

“**Applicable Laws**” means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

“**Articles**” mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

“**Association**” means The Residences at Seven Eighty Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

“**Association Rules**” means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.3 hereof.

“**Board**” means the board of directors of the Association.

“**Bylaws**” mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

“**Carport**” means each of carports 101, 201, and 302 identified on the Plat. Grantor hereby designates each Carport as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Carport 101 is Limited Common Area for the Exclusive Use of Unit 101, Carport 201 is Limited Common Area for the Exclusive Use of Unit 201, and so forth), to the exclusion of all others

“**Common Area**” means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary or beneficial to the Project.

“**Condominium**” means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership

interest in the Common Area), as set forth on Exhibit D attached hereto and incorporated herein by this reference.

“**Condominium Act**” means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

“**Condominium Documents**” means this Declaration, the Plat, the Articles, the Bylaws, the Associate Rules, the Management Agreement, the Owner Maintenance Manual, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended from time to time according to their terms.

“**Deck**” means each of decks 101, 201, 202, 203, 204, 301, and 302 identified on the Plat, and includes the railings or fences thereon. Grantor hereby designates each Deck as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Deck 101 is Limited Common Area for the Exclusive Use of Unit 101, Deck 102 is Limited Common Area for the Exclusive Use of Unit 102, and so forth), to the exclusion of all others.

“**Garage**” means each of garages 101, 201, and 301 identified on the Plat. Grantor hereby designates each Garage as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Garage 201 is Limited Common Area for the exclusive use of Unit 201 and Garage 301 is Limited Common Area for the exclusive use of Unit 301), to the exclusion of all others.

“**Limited Assessment**” means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

“**Limited Common Area**” means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

“**Management Agreement**” means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

“**Management Company**” means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

“**Mortgage**” means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

“**Mortgagee**” means any Person or any successor to the interest of such Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of such Owner, is encumbered.

“**Occupant**” means any Person, other than an Owner, that resides in a Unit, including, without limitation, family members, guests, and Tenants.

“**Owner**” means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to such Unit in lieu of such foreclosure or other proceedings.

“**Person**” means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

“**Regular Assessment**” means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3 herein.

“**Special Assessment**” means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4 herein.

“**Storage Area**” means each of storage areas 101, 201, 202, 203, 204, 301, and 302 identified on the Plat. Grantor hereby designates each Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Storage Area 101 is Limited Common Area for the exclusive use of Unit 101, Storage Area 201 is Limited Common Area for the exclusive use of Unit 201, and so forth), to the exclusion of all others.

“**Tenant**” shall mean any Person leasing all or any part of a Condominium from any Owner.

“**Unit**” means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and

utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are seven (7) Units at the Project: Unit 101, 201, 202, 203, 204, 301, and 302, as each are identified on the Plat.

#### **SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**4.1 Estates of an Owner of a Condominium.** The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit D.

**4.2 Title.** Title to a Condominium may be held or owned by any Person and in any manner in which title to any other real property may be held or owned in the State of Idaho.

**4.3 No Further Division.** No Owner may divide, adjust, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws.

**4.4 Inseparability of Condominiums.** No part of a Condominium, or of the legal rights comprising ownership of a such Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or this Declaration.

**4.5 Partition of Common Area Not Permitted.** The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

**4.6 Taxes and Assessments.** Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property



or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

**4.7 Owner's Rights with Respect to Interiors.** Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation Section 7 of this Declaration.

## **SECTION 5 EASEMENTS**

**5.1 Easements for Encroachments.** If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth under the Building, or by changes in position caused by repair or reconstruction of the Building or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

**5.2 Easements of Access for Repair, Maintenance, and Emergencies.** Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such

damage is the result of the negligence of an Owner or such Owner's Occupants, invitees, or licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

**5.3 Owner's Right to Ingress, Egress, and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

**5.4 Association's Right to Use of Common Area.** The Association shall have the right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration or other Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

**5.5 Grantor's Right Incident to Construction.** Grantor and Persons it shall select, shall have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or such Owner's Occupants, invitees, or licensees.

**5.6 Certain Easements Benefit City.** The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

**5.7 Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common security system of the Building. The Owners expressly agree to notify the Association prior to re-keying

any lock in the Building controlled by a common security or access system and agree to use a locksmith approved by the Board.

**5.8 Recorded Easements.** The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

**5.9 Easements for Annual Inspection.** Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of Condominium Documents.

**5.10 Easements Deemed Created.** All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.10 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

## **SECTION 6 DESCRIPTION OF CONDOMINIUM**

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, in the following manner:

Unit \_\_\_ as shown on the final plat of The Residences at One Twenty, recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2023, as Instrument No. \_\_\_\_\_, Book \_\_\_ of Plats at Pages \_\_\_ through \_\_\_(as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for The Residences at One Twenty recorded in the real property records of Blaine County, Idaho, on \_\_\_\_\_, 2023, as Instrument No. \_\_\_\_\_ (as may have been heretofore amended or supplemented).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

## **SECTION 7 USE OF CONDOMINIUMS**

**7.1 Single-Family Residential.** The Units shall be used exclusively for single-family residential purposes and other uses incidental thereto as permitted by Applicable Law. Except for Home Occupations permitted pursuant to this Section, no Unit shall be used at any time for commercial or business activity. A “**Home Occupation**” shall be any gainful occupation

conducted in a Unit by an Occupant thereof, provided that the home office or studio located thereon does not exceed four hundred (400) square feet in size and is located entirely within the Unit, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of the Condominium Documents and Applicable Law. A Unit may be used for other Home Occupations only upon a written approval signed by all Owners, which approval may be subject to such requirements and conditions as the Owners and/or Association deems appropriate, and which Home Occupation must in conducted accordance with the other terms and limitations of the Condominium Documents and Applicable Law. No Home Occupation may: (a) involve highly combustible materials; (b) involve retail operations; (c) use power equipment or tools; (d) cause abnormal automotive or pedestrian traffic at the Project; (e) be, in the reasonable opinion of the Board, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances; (f) involve dispatch activities where employees meet at the Project and are sent to other locations; (g) involve other uses that, in the reasonable opinion of the Board, would detract from the residential character of the Project. It shall not be a violation of this Section for an Owner to lease its Condominium in accordance with Section 7.2. The use of a Condominium for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, shall for the purposes of this Declaration be a commercial or business use to the fullest extent permitted by Applicable Law.

**7.2 Leasing.** Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

**7.3 Obstructions of Common Area.** Except to the extent installed or placed by Grantor or the Association, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

**7.4 Maintenance of Interiors and Limited Common Area.** Each Owner shall keep such Owner's Unit, including, without limitation, interior walls, windows, floors, ceilings, windows, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the heating and air conditioning equipment, water heater, and other utility systems and related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice on such Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area (including without limitation all Decks). If

Grantor has caused to be prepared and delivered to the Owners a preventative maintenance manual containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an “**Owner Maintenance Manual**”), then each Owner shall cause the Units and Limited Common Areas owned by such Owner to be maintained in accordance with the requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

## **7.5 Prohibition of Damage and Certain Activities.**

7.5.1 No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or such Owner’s Tenants, Occupants, invitees, or licensees, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner’s Tenants, Occupants, invitees, or licensees.

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board’s approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.5.3 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.5.4 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.

7.5.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or

any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Building which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.5.6 Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.

7.5.7 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Building.

7.5.8 Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board.

**7.6 No Hazardous Activities.** No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any outdoor wood burning devices.

**7.7 Over the Air Reception Devices.** All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one Grantor or the Association may install one common antenna or other device to receive over the air transmissions, which antenna or device shall be located on the Project in a location designated and approved by the Grantor or the Board (a "Common Antenna"). In event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions shall be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna shall share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners shall be permitted to install small satellite dishes or other devices within the service well on the roof of the Building for cable services using the electrical conduit system located in the core of the Building, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.8 Energy Devices, Outside.** No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

**7.9 Signs.** No more than one (1) sign will be allowed to be displayed on or within a Unit or the Deck appurtenant thereto at the same time to advertise the Lot for sale or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. Except as set forth above, no signs of any kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

**7.10 Window Treatments.** No window or glass tinting or coverings shall be permitted, including any appliquéés, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

**7.11 Water Beds.** No water beds shall be permitted in any Unit. Each Owner acknowledges that substantial damage to other Units and/or Common Areas may occur as a result of a violation of this restriction.

**7.12 Appliances.** No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless



electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

**7.13 Construction and Structural Alterations.** An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.13 shall comply with all Applicable Laws.

**7.14 Sewer System Restrictions.** No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

**7.15 Deck Restrictions.** Decks shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck in accordance with this Section. Any item to be stored shall be stored and maintained either wholly within the interior of the Owner's Unit, Storage Area, in such other designated by the Board, if any. Any plants or similar items kept on a Deck shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Deck (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Decks. Decks shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Decks or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck. No shelving, storage devices or apparatuses, or other improvements or alterations shall be permanently affixed to any Deck, except upon the prior written approval of the Board.

**7.16 Garage Restrictions.** Garages shall be used only for the storage of operable vehicles that fit therein when the Garage door is closed, and for the storage of non-combustible

and otherwise non-hazardous material that fit therein when the Garage door is closed. Doors to the Garages shall remain closed at all times except when depositing or retrieving items therefrom.

**7.17 Carports Restrictions.** Carports shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Carport is appurtenant is responsible for maintaining the ground surface of the carport in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

**7.18 Storage Area Restrictions.** Storage Areas shall be used only for the storage non-combustible and otherwise non-hazardous material that fit therein when the door to the Storage Area is closed. Doors to the Storage Areas shall remain closed at all times except when depositing or retrieving items therefrom.

**7.19 No Smoking.** The Project is hereby designated as “smoke free,” and no smoking of any kind is allowed at the Project. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as “Permitted Smoking Areas,” in which event smoking shall be allowed only in such designated areas. Neither Grantor nor the Association guarantees a smoke free environment at the Project or any portion thereof.

**7.20 Animals/Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner’s personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any time they are within the Project. “**Household Pets**” means indoor domesticated dogs and indoor domesticated cats. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An “excessively noisy” Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any portion of the Project necessitated by such Household Pet.

**7.21 Assistance Animals.** Notwithstanding anything to the contrary contained in Section 7.20 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications,

animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

**7.22 Right to Enjoy and Use Units.** Each Owner shall be entitled to use and enjoy the Owner's Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner's Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner's Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

## **SECTION 8 THE RESIDENCES AT ONE TWENTY OWNERS ASSOCIATION**

**8.1 Creation and Designation of Association.** Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "management body" of the Project in accordance with the Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

**8.2 Membership and Voting.** "Member" means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to

a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

8.2.1 Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

8.2.2 Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

8.3 Member Meetings. The Association shall hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents. Subject to Sections 8.2.1 and 8.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Unit owned by such Member.

8.4 Proxies. A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

8.5 Board of Directors. The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor’s sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

8.6 Delegation of Authority. The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

**8.7 Powers of the Association.** The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 Assessments. The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 Right of Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project, including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when

inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum Fire Department and the Association shall have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be

deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Association deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of community association or homeowners' association or management body, such as plat notes, development agreements, or conditions of approval.

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law,



and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.22.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "**Violation**"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

**8.8 Duties of the Association.** In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electric services, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Section 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Building and improvements in the Project. The exterior maintenance shall include: painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.8.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

8.8.7 Drainage Facilities. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

8.8.8 Maintenance of Records and Right of Inspection. The Association shall keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

**8.9 Immunity and Indemnification.** Each Owner understands and agrees that: (a) Grantor and its members, managers, agents, and employees, and (b) the Association its directors, officers, agents, employees, and committee members (each individually a "**Released Party**") shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party's actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association shall

indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party's actions or failure to act with respect to the Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

**8.10 Waiver of Consequential Damages.** Neither the Grantor nor the Association shall be liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

## **SECTION 9 ASSESSMENTS**

**9.1 Covenant to Pay Assessments.** By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner's Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium shall not pass to such Owner's successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys' fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

**9.2 Rate of Assessment.** Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit D. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

### **9.3 Regular Assessments.**

**9.3.1 Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys' fees and other professional fees, for the conduct of its affairs as provided in this Declaration (including without limitation Section 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the "**Expenses**"). "Expenses" shall also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and

improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

9.3.2 Computation of Allocation for Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes it impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Section 9.

Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit D. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D.

9.4 Special Assessments. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit D, while all Owners shall share such costs associated with the Common Area in proportion to their ownership interests set forth on Exhibit D.

9.5 Limited Assessments. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into

compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit D, as applicable.

**9.6 Notice and Assessment Due Date.** Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments shall be paid on or before the 1<sup>st</sup> of each month. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

## **SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS**

**10.1 Right to Enforce.** The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

**10.2 Assessment Liens.** There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such

Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the "notice of assessment" described in the Condominium Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

**10.3 Method of Foreclosure.** To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

**10.4 Required Notice.** No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

**10.5 Subordination.** Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**10.6 Grantor Exemption.** Grantor is exempt from Assessments as set forth in Section 18.4.

## **SECTION 11 RIGHTS TO COMMON AREAS**

**11.1 Use of Common Area.** Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (a) the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association, and (b) more than fifty percent (50%) of all Mortgagees; and

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

**11.2 Delegation of Right to Use**. Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Tenants, Occupants, invitees, or licensees.

**11.3 Damages**. To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

## **SECTION 12 MECHANIC'S LIEN RIGHTS**

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

## SECTION 13 INSURANCE

**13.1 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1 Casualty Insurance. The Association shall obtain and maintain a "bare walls" insurance on the Building and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Building, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Unit Owner pursuant to Section 13.4 hereof.

13.1.2 Commercial General Liability Insurance. The Association shall and maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Directors' and Officers' Liability Insurance. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.



13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

**13.2 Form**. Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first priority Mortgagees of Owners which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association shall furnish to each Owner and to Grantor a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

The commercial general liability policy shall name Grantor, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Building.

**13.3 Insurance Proceeds**. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

**13.4 Owner's Own Insurance**. Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, sinks, floor coverings, paint, attached fixtures, and the utility systems serving only the Unit), and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less

than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

**13.5 Mutual Waiver of Subrogation Rights.** Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, through, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

## **SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION**

**14.1 Affects Title** Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Grantor and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.

**14.2 Association As Agent.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

**14.3 General Authority of Association.** As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

**14.4 Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

**14.5 Repair or Reconstruction.** As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

**14.6 Funds for Reconstruction.** The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

**14.7 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

**14.8 Decision not to Rebuild.** If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

## SECTION 15 CONDEMNATION

**15.1 Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section shall apply.

**15.2 Proceeds.** All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award**,” shall be payable to the Association.

**15.3 Complete Taking.** In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

**15.4 Partial Taking.** In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

15.4.1 Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit D;

15.4.2 Allocation to Condominiums. The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner’s own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

**15.5 Reorganization.** In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner’s apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this

Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

**15.6 Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

## **SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS**

**16.1 Disclaimer and Waiver of Warranties.** Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Grantor hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties;

16.1.2 That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed “**Expected Minor Flaws**” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and

16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

## **SECTION 17 RESOLUTION OF DISPUTES**

**17.1 Agreement to Avoid Litigation.** Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents (“**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Section 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim

**17.2 Exemptions.** None of the following Claims shall be subject to this Section 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Section 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any

Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

### **17.3 Dispute Resolution.**

17.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

17.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing

party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.2.5 Elect to exempt the Claim from this Section 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Section 17.

17.3.3 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Section 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Section 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

## **SECTION 18 INITIAL DEVELOPMENT PERIOD**

**18.1 Project Management**. Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion by virtue of its voting rights as the Class B Member.

**18.2 Grantor Exemptions**. Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Grantor deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Grantor deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office;



18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; and

18.2.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

**18.3 Water Rights Appurtenant to Project.** Grantor owns or may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself any and all water rights appurtenant to the Project, and Owners of any and all Condominiums accordingly shall have no right, title, or interest in any of said water or water rights.

**18.4 Grantor's Exemption from Assessments.** If Grantor owns any Condominiums during the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

**18.5 Assignment of Grantor's Rights.** Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

## **SECTION 19 TERM**

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

## **SECTION 20 MISCELLANEOUS**

### **20.1 Amendment.**

20.1.1 Amendment. During the Initial Development Period, Grantor shall have the exclusive right to amend or terminate this Declaration by executing a written instrument setting

forth such amendment or termination and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office. After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

20.1.2 Effect of Amendment. Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

20.1.3 Mortgagee Protection. Notwithstanding anything to the contrary in this Declaration, any amendment that may be of a material adverse nature to first-lien Mortgages must be approved by first-lien Mortgagees that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first-lien Mortgages (where each first-lien Mortgagee has one vote per first-lien Mortgage owned). Any Mortgagee will be deemed to have given its implied approval of any amendment proposal if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

**20.2 Mortgage Protection.** Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

20.2.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

20.2.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

20.2.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.2.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

**20.3 Enforcement and Non-Waiver.**

20.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the

ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein

20.3.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

**20.4 Registration of Mailing Address**. Each Owner shall register such Owner's email address mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County Assessor's office. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association's registered agent on file with the Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

**20.5 Interpretation**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word “including” shall be deemed to be followed by “but not limited to” unless otherwise indicated.

20.5.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20.5.5 Board Interpretation. In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board’s interpretation such provision shall be given deference so long as the interpretation is not arbitrary or capricious.

**20.6 Owner’s Obligations Continue.** All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

**20.7 Exhibits.** All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

**20.8 Acknowledgement and Waivers.** All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

**GRANTOR:**

SV Ventures LLC,  
an Idaho limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_  
\_\_\_\_\_, as [manager/member] of SV Ventures LLC.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**

**Plat of The Residences at One Twenty**



**EXHIBIT C**

**Articles of Incorporation**

**EXHIBIT D**

**Proportionate Interest in Common Area**

| <b><u>Unit #</u></b> | <b><u>S.F.</u></b> | <b><u>% Ownership in Common Area</u></b> |
|----------------------|--------------------|------------------------------------------|
| Unit 101             |                    | %                                        |
| Unit 201             |                    | %                                        |
| Unit 202             |                    | %                                        |
| Unit 203             |                    | %                                        |
| Unit 204             |                    | %                                        |
| Unit 301             |                    | %                                        |
| Unit 302             |                    | %                                        |
| <b>Total</b>         |                    | <b>100.00%</b>                           |

Attachment B:  
120 8<sup>th</sup> St Condo Plat

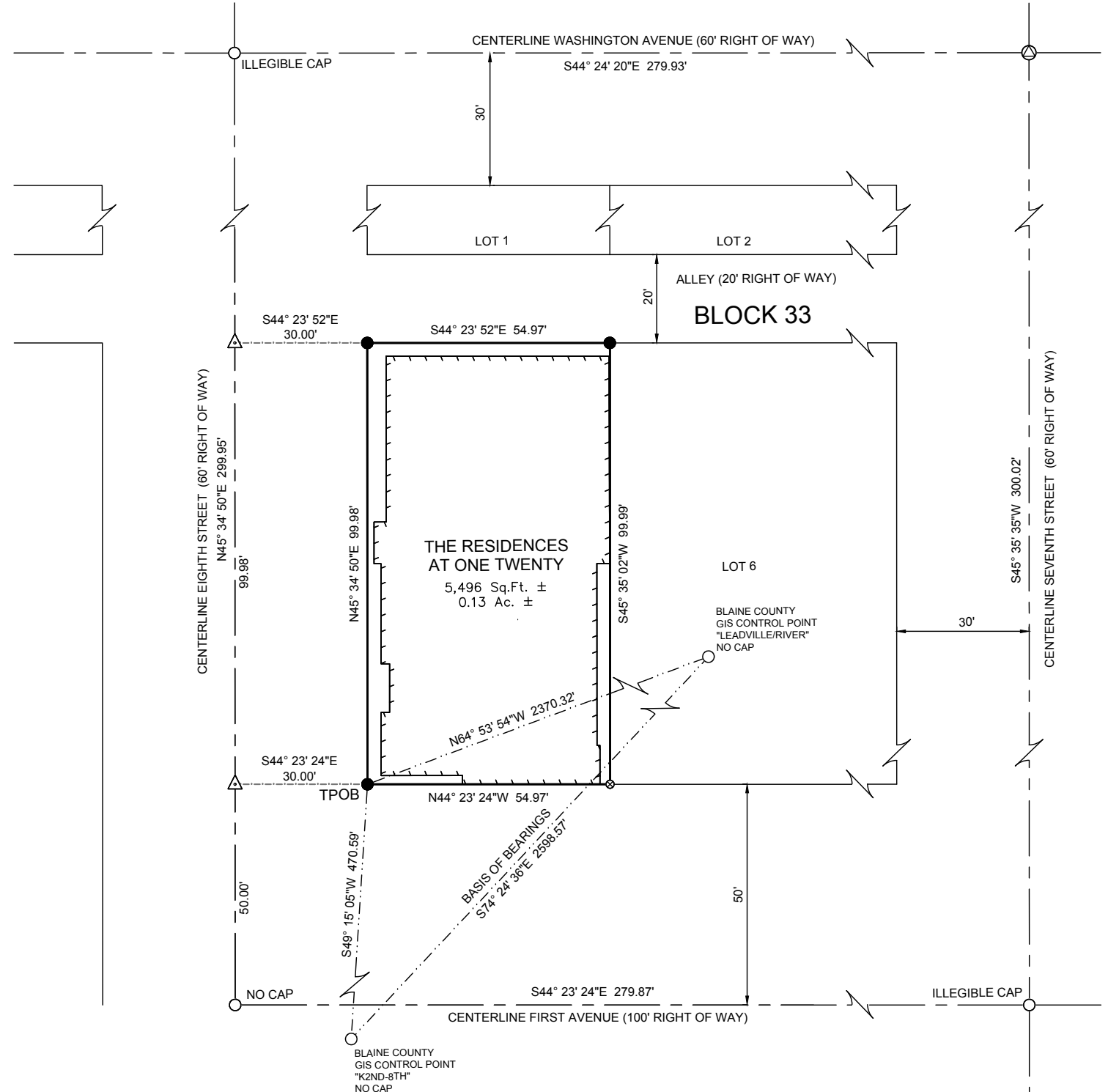
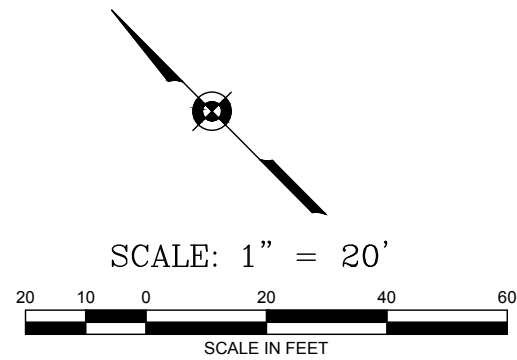
A CONDOMINIUM PLAT SHOWING:  
**THE RESIDENCES AT ONE TWENTY**

A CONDOMINIUM SUBDIVISION OF LOT 5, BLOCK 33, KETCHUM TOWNSITE.  
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

**JULY 2023**

**LEGEND**

- Property Line
- - - - - Adjoiner's Lot Line
- - - - - Centerline of Right-of-Way
- - - - - Blaine County GIS Tie
- - - - - Survey Tie
- ▭ Exterior Building Footprint
- △ Calculated Point, Not Set
- ⊙ Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar
- Set 5/8" Rebar, PLS 20893
- ⊗ Set Brass Survey Marker, PLS 20893



**SURVEY NARRATIVE & NOTES**

1. The purpose of this plat is to create a condominium subdivision within Lot 5, Block 33, Ketchum Townsite. The boundary shown is based on found centerline monuments. All found monuments have been accepted. Set monument locations are per block breakdown and proportioning record distances.
2. Documents used in the course of this survey:
  - a. Plat of the Village of Ketchum, Instrument No. 302967.
  - b. Record of Survey of "Lot 5, Block 33, Ketchum Townsite", Instrument No. 678511.
3. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
4. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
5. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
6. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument No. \_\_\_\_\_, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
7. All area outside of units that is not designated as "limited common area" is common area. Areas of "common" or "limited common" are shown by diagram.
8. Building ties are to the interior corners of unit walls.
9. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
10. This development is subject to an Exceedance Agreement recorded under Instrument No. 689141.
11. Elevations shown hereon are referenced to NAVD 88 datum.

**HEALTH CERTIFICATE**

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: \_\_\_\_\_

South Central Public Health District, REHS

**DRAFT**

|                                   |                                                                                                                           |                                   |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
|                                   | <b>THE RESIDENCES AT ONE TWENTY</b><br>LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO |                                   |
|                                   | PREPARED FOR: GALENA PEAK PARTNERS                                                                                        |                                   |
| PROJECT NO. 3559-02<br>FINAL PLAT | DWG BY: CPL<br>DATE: 07/17/2023                                                                                           | FILE: 3559-02_FP<br>SHEET: 1 OF 4 |



A CONDOMINIUM PLAT SHOWING:  
**THE RESIDENCES AT ONE TWENTY**

**CERTIFICATE OF OWNERSHIP**

THIS IS TO CERTIFY that the underigned is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 5, Block 33, of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

It is their intention to create a project including said Real Property in this condominium plat. The Owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. We do hereby certify that the condominium project described in this plat will be eligible to receive domestic water service from an existing water distribution system and that the City of Ketchum has agreed in writing to serve the condominium project shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

SV VENTURES, LLC  
an Idaho limited liability company

By: SV VENTURES MANAGER, LLC  
an Idaho limited liability company

Its: MANAGER

By: SOUTHLAKE VENTURES DEVELOPMENT, LLC  
an Idaho limited liability company

Its: MANAGER

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

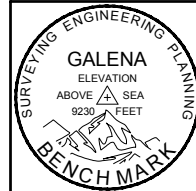
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**DRAFT**

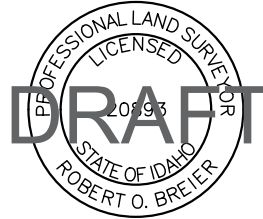
|                                                                                       |                                                                                    |                  |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------|
|  | <b>THE RESIDENCES AT ONE TWENTY</b>                                                |                  |
|                                                                                       | LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO |                  |
| PREPARED FOR: GALENA PEAK PARTNERS                                                    |                                                                                    |                  |
| PROJECT NO. 3559-02                                                                   | DWG BY: CPL                                                                        | FILE: 3559-02_FP |
| FINAL PLAT                                                                            | DATE: 07/17/2023                                                                   | SHEET: 3 OF 4    |

A CONDOMINIUM PLAT SHOWING:  
**THE RESIDENCES AT ONE TWENTY**

**SURVEYOR'S CERTIFICATE**

I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

ROBERT O. BREIER, P.L.S. #20893



**PROJECT ENGINEER'S CERTIFICATE**

To the best of my knowledge this plat complies with the City of Ketchum subdivision standards, signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

**COUNTY SURVEYOR'S APPROVAL**

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
 BLAINE COUNTY SURVEYOR

\_\_\_\_\_  
 DATE

**BLAINE COUNTY TREASURER'S CERTIFICATE**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: \_\_\_\_\_

**BLAINE COUNTY RECORDER'S CERTIFICATE**

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

\_\_\_\_\_  
 TRENT DONAT, City Clerk

**CITY ENGINEER'S CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
 ROBYN MATTISON, City Engineer

**CITY PLANNER'S CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: \_\_\_\_\_

DRAFT

|                     |                                                                                                                         |                  |
|---------------------|-------------------------------------------------------------------------------------------------------------------------|------------------|
|                     | <b>THE RESIDENCES AT ONE TWENTY</b>                                                                                     |                  |
|                     | LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,<br>CITY OF KETCHUM, BLAINE COUNTY, IDAHO<br>PREPARED FOR: SV VENTURES, LLC |                  |
| PROJECT NO. 3559-02 | DWG BY: CPL                                                                                                             | FILE: 3559-02_FP |
| FINAL PLAT          | DATE: 08/17/2023                                                                                                        | SHEET: 4 OF 4    |

Attachment C:  
Draft Findings of Fact Conclusions of Law &  
Decision





**City of Ketchum  
Planning & Building**

|                                           |   |                                                  |
|-------------------------------------------|---|--------------------------------------------------|
| <b>IN RE:</b>                             | ) |                                                  |
|                                           | ) |                                                  |
| <b>120 8<sup>th</sup> St Condominiums</b> | ) | <b>KETCHUM CITY COUNCIL</b>                      |
| <b>Condominium Final Plat</b>             | ) | <b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b> |
| <b>Date: September 5, 2023</b>            | ) | <b>DECISION</b>                                  |
|                                           | ) |                                                  |
| <b>File Number: P23-067</b>               | ) |                                                  |

**PROJECT:** 120 8<sup>th</sup> St Condominiums

**FILE NUMBERS:** P23-067

**APPLICATION:** Condominium Subdivision Final Plat

**REPRESENTATIVE:** Dave Patrie, Galena/Benchmark Engineering

**OWNER:** SV Ventures, LLC

**LOCATION:** 120 8<sup>th</sup> St E (Ketchum Townsite, Lot 5, Blk 33)

**ZONING:** Community Core Subdistrict 2 – Mixed Use (CC-2) Zoning District

**OVERLAY:** None

**NOTICE:** A public hearing was conducted for the condominium preliminary plat approval. Public hearings are not required for condominium final plats; therefore, no public hearing was scheduled for the application.

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for the 120 8<sup>th</sup> St Condominium final plat on July 20, 2023. The application was deemed complete on August 28, 2023. City departments conducted a thorough review of the application. Per the conditions of approval for the condominium preliminary plat, all conditions of the Design Review approval and preliminary plat must be met prior to approval of the final plat. As of the date of these findings, all conditions have been met and all department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council conducted their final consideration of the Condominium Subdivision Preliminary Plat (File No. P21-038) application at their November 1, 2021, meeting. After considering the staff’s analysis and the application materials, the Council approved the application unanimously.

**BACKGROUND**

The 120 8<sup>th</sup> St development is comprised of an 11,758 square foot three-story multi-family development (the “project”), located at the corner of W 8<sup>th</sup> St & N 1<sup>st</sup> Ave in the Community Core Subdistrict 2 – Mixed Use (CC-2) zone district. The Planning & Zoning Commission held a public hearing and approved the Design Review (Application No. P21-069) on October 26, 2021. The Planning and Zoning Commission recommended approval

of the condominium preliminary plat (P21-038) on October 26, 2021 and the City Council approved the preliminary plat on November 1, 2021. The development is subject to FAR Exceedance Agreement #22742 as recorded with the Blaine County Clerk and Recorder.

**FINDINGS OF FACT**

The Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS**

| Compliant                           |                          |                          | Condominium Plat Requirements |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|--------------------------|--------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes                                 | No                       | N/A                      | City Code                     | Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.B                   | The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.<br><br><i>Findings</i> The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.D                   | All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.<br><br><i>Findings</i> As shown on Sheet 2 of the final plat, the garage units are designated as limited common elements and specifically referenced to a unit number                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.E                   | Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.<br><br><i>Findings</i> As shown on Sheet 2 of the final plat, the unit sizes facilitates the storage of personal property within the units. Additional storage units are provided on the first floor for Unit 302.                                                                                                                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.F                   | A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.<br><br><i>Findings</i> Mechanical Equipment rooms are designated on each floor, serving dual purpose for housing of mechanical equipment and storage of maintenance equipment and supplies. Supplies for larger maintenance projects will be supplied by the contractors responsible for the project on an as needed basis. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.G                   | The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.<br><br><i>Findings</i> Each condominium unit, with the exception of two, is provided a private balcony adjacent to the unit.                                                                                                                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.070.H                   | All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.<br><br><i>Findings</i> The project has been reviewed for compliance with all other sections of the subdivision standards. The project is in compliance as discussed above.                                                                                                                                    |

**FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS**

| Final Plat Requirements             |                          |                          |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|--------------------------|--------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Compliant                           |                          |                          | Standards and City Council Findings |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| YES                                 | NO                       | N/A                      | Ketchum Municipal Code              | City Standards and <i>City Council Findings</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K                         | <p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> <p><i>Findings</i><br/>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</p> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.1                       | <p>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p> <p><i>Findings</i><br/>As shown on sheet 1, the point of beginning has been established. Therefore, this standard is met.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.2                       | <p>Location and description of monuments.</p> <p><i>Findings</i><br/>As shown on Sheet 1, all monuments are noted and described. Therefore, this standard is met.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.3                       | <p>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</p> <p><i>Findings</i><br/>Sheet 1 provides property lines and boundary lines for the subject property, adjacent subdivisions, easements, and adjacent streets. As shown, this standard is met.</p>                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.4                       | <p>Names and locations of all adjoining subdivisions.</p> <p><i>Findings</i><br/>As shown on Sheet 1, all adjacent properties are lots within the original Ketchum Townsite and are noted as such.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.5                       | <p>Name and right of way width of each street and other public rights of way.</p> <p><i>Findings</i><br/>As shown on Sheet 1, the right of ways for Eighth Street, First Ave, and the alley are all named and dimensioned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.6                       | <p>Location, dimension and purpose of all easements, public or private.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                     |                          |                                     |                 |                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------|--------------------------|-------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     |                          |                                     | <i>Findings</i> | <i>Sheet 1 outlines all applicable easements on the property, public and private, including easements for utilities and access.</i>                                                                                                                                                                                                                         |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.7   | The blocks numbered consecutively throughout each block.                                                                                                                                                                                                                                                                                                    |
|                                     |                          |                                     | <i>Findings</i> | <i>This condominium subdivision is part of an existing subdivision and no additional blocks are being created or numbered.</i>                                                                                                                                                                                                                              |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.8   | The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated. |
|                                     |                          |                                     | <i>Findings</i> | <i>N/A as no dedications have been required or proposed for this condominium subdivision.</i>                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.9   | The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.                                                                                                                                             |
|                                     |                          |                                     | <i>Findings</i> | <i>This standard has been met. The name of the proposed subdivision is The Residences at One Twenty.</i>                                                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.10  | Scale, north arrow and date.                                                                                                                                                                                                                                                                                                                                |
|                                     |                          |                                     | <i>Findings</i> | <i>As shown on Sheet 1, this standard has been met.</i>                                                                                                                                                                                                                                                                                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.11  | Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision                                                                                                                                                                                                                        |
|                                     |                          |                                     | <i>Findings</i> | <i>As shown on Sheet 1, the right of ways for First Ave and 8<sup>th</sup> St are both named and dimensioned. No new public streets are being proposed or required for the development.</i>                                                                                                                                                                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.12  | A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.                                                                                                                         |
|                                     |                          |                                     | <i>Findings</i> | <i>Plat note 1 on Sheet 1 includes the required note with a space to put the instrument number for the recorded declarations.</i>                                                                                                                                                                                                                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.13  | Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.                                                                                                                                                                                                                                              |
|                                     |                          |                                     | <i>Findings</i> | <i>Sheet 4 includes the required signature block that will be signed prior to recording of the final plat.</i>                                                                                                                                                                                                                                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.14  | A current title report of all property contained within the plat.                                                                                                                                                                                                                                                                                           |
|                                     |                          |                                     | <i>Findings</i> | <i>This standard has been met. A title report and warranty deed were submitted with the Final Plat application and both are current.</i>                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.15  | Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.                                                                                                                                                                                                                                         |
|                                     |                          |                                     | <i>Findings</i> | <i>Sheet 3 includes the required signature block for signature of the applicable property owners.</i>                                                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.16  | Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.                                                                                                                                                                                                                          |
|                                     |                          |                                     | <i>Findings</i> | <i>Sheet 4 includes the required certificate and signature space for the project Engineer to sign the plat prior to recording of the final plat.</i>                                                                                                                                                                                                        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.17  | Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.                                                                                                                                                                                                                            |

|                                     |                          |                          |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------|--------------------------|--------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     |                          |                          | <i>Findings</i> | <i>Sheet 4 includes the required certificate and signature space for the City Engineer to sign the plat prior to recording of the final plat.</i>                                                                                                                                                                                                                                                                                                          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.18  | Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.                                                                                                                                                                                                                                                                                                                      |
|                                     |                          |                          | <i>Findings</i> | <i>Sheet 4 includes the required certificate and signature space for the City Clerk to sign the plat prior to recording of the final plat.</i>                                                                                                                                                                                                                                                                                                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K.19  | Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.                                                                                                                                                                                                                                                                                                |
|                                     |                          |                          | <i>Findings</i> | <i>The development provides a deed restricted community housing unit that require a separate deed covenant. Plat Note 12 on Sheet 1 references the deed covenant and instrument number under which the covenant will be recorded.</i>                                                                                                                                                                                                                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.L     | Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number. |
|                                     |                          |                          | <i>Findings</i> | <i>The city received the required application materials on July 20, 2023.</i>                                                                                                                                                                                                                                                                                                                                                                              |

**CONCLUSIONS OF LAW**

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
4. The City Council has authority to review and approve the applicant's Condominium Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project does meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

**DECISION**

THEREFORE, the Ketchum City Council approves this Final Plat application this Monday, September 5, 2023 subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**

1. The Condominium Declaration shall be simultaneously recorded with the Final Plat. The City will not now, nor in the future, determine the validity of the Condominium Declaration.
2. Prior to recording of the Final Plat, a plat note referencing the deed covenant for the community housing unit #202 shall be added. The deed covenant shall be recorded prior to recording of the final plat and have the instrument number indicated within the plat note prior to staff signature.
3. The Final Plat shall not be recorded until a temporary certificate of occupancy or certificate of occupancy has been issued for the building.
4. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 5<sup>th</sup> day of September 2023.

---

Neil Bradshaw  
Mayor  
City of Ketchum

Attest:

---

Trent Donat, City Clerk



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date: 09/5/23 Staff Member/Dept: Adam Crutcher, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to review and approve the Snowbird Subdivision Final Plat and Adopt the Findings of Fact, Conclusions of Law, and Decision.

**Recommended Motion:**

I move to approve the Snowbird Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

**Reasons for Recommendation:**

- The request meets all applicable standards for Final Plats & Subdivisions contained in Ketchum Municipal Code (KMC) Subdivision (Title 16) regulations.
- The subdivision preliminary plat application for this project was reviewed and approved by the City Council on May 2, 2022.
- The proposed subdivision final plat meets all the requirements of the final plat approval, including conformance with all subdivision requirements.
- All city departments have reviewed the proposal and have no issue with the proposed subdivision.

**Policy Analysis and Background (non-consent items only):**

**Sustainability Impact:**

None OR state impact here: Approval of the subdivision final plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

**Financial Impact:**

None OR Adequate funds exist in account: None

Attachments:

|                                                             |
|-------------------------------------------------------------|
| 1. Application and Supporting Materials                     |
| 2. Final Plat                                               |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



Attachment A:  
Application & Supplemental Materials



**City of Ketchum  
Planning & Building**

| OFFICIAL USE ONLY   |         |
|---------------------|---------|
| Application Number: | P23-054 |
| Date Received:      | 6/12/23 |
| By:                 | HLN     |
| Fee Paid:           | \$750   |
| Approved Date:      |         |
| By:                 |         |

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

| APPLICANT INFORMATION                                                                                            |                                          |                              |                                    |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------|------------------------------------|
| Name of Proposed Subdivision: SNOWBIRD SUBDIVISION: LOTS 1A & 2A                                                 |                                          |                              |                                    |
| Owner of Record: SCOTT J. EDWARDS                                                                                |                                          |                              |                                    |
| Address of Owner: 13019 NAOMILAWN DRIVE                                                                          |                                          |                              |                                    |
| Representative of Owner: DAVE PATRIE, GALENA-BENCHMARK ENGINEERING                                               |                                          |                              |                                    |
| Legal Description: LOTS 1 & 2, SNOWBIRD SUBDIVISION                                                              |                                          |                              |                                    |
| Street Address: 220 & 222 BIRD DRIVE                                                                             |                                          |                              |                                    |
| SUBDIVISION INFORMATION                                                                                          |                                          |                              |                                    |
| Number of Lots/Parcels: 2                                                                                        |                                          |                              |                                    |
| Total Land Area: +/- 19,801 SF                                                                                   |                                          |                              |                                    |
| Current Zoning District: GR-L                                                                                    |                                          |                              |                                    |
| Proposed Zoning District: GR-L                                                                                   |                                          |                              |                                    |
| Overlay District: N/A                                                                                            |                                          |                              |                                    |
| TYPE OF SUBDIVISION                                                                                              |                                          |                              |                                    |
| Condominium <input type="checkbox"/>                                                                             | Land <input checked="" type="checkbox"/> | PUD <input type="checkbox"/> | Townhouse <input type="checkbox"/> |
| Adjacent land in same ownership in acres or square feet:                                                         |                                          |                              |                                    |
| Easements to be dedicated on the final plat:                                                                     |                                          |                              |                                    |
| 20' wide Mutual Reciprocal D/W & Utility Easement                                                                |                                          |                              |                                    |
| Briefly describe the improvements to be installed prior to final plat approval:                                  |                                          |                              |                                    |
| N/A                                                                                                              |                                          |                              |                                    |
| ADDITIONAL INFORMATION                                                                                           |                                          |                              |                                    |
| All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance                                 |                                          |                              |                                    |
| One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations |                                          |                              |                                    |
| One (1) copy of current title report and owner's recorded deed to the subject property                           |                                          |                              |                                    |
| One (1) copy of the preliminary plat                                                                             |                                          |                              |                                    |
| All files should be submitted in an electronic format.                                                           |                                          |                              |                                    |

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

*David Patrie (rep)*  
Applicant Signature

*6/8/23*  
Date

After Recording Mail to:

THE HELSDON LAW FIRM, PLLC  
Attn: Jeffrey Paul Helsdon  
P.O. Box 1219  
Gig Harbor, WA 98335

**QUIT CLAIM DEED**

The GRANTOR, Scott J. Edwards, a single man, conveys and quit claims all of right, title and interest in and to the property legally described below, and all after-acquired property therein, to Bird Drive Partners, LLC, a Delaware limited liability company, Grantee, whose current address is: P. O. Box 1219, Gig Harbor, WA 98335:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

SUBJECT TO: liens, covenants, conditions, and restrictions of record.

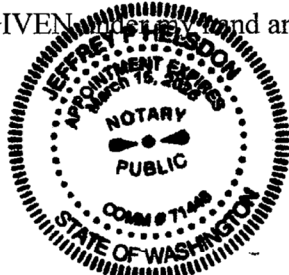
Dated this 7<sup>th</sup> day of February, 2023.

Scott J. Edwards

STATE OF WASHINGTON) ) ss.  
County of PIERCE )

On this 7th day of February, 2023, before me personally appeared Scott J. Edwards, to me known to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER HAND AND OFFICIAL SEAL THIS 7th DAY OF FEBRUARY, 2023.



NOTARY PUBLIC in and for the State of Washington, residing at GIG HARBOR WA  
My commission expires: 3/15/25

## CLTA LOT BOOK GUARANTEE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
a corporation, herein called the Company

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

### GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.


Countersigned by:

  
Authorized Countersignature

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
Agent ID: 120037



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-2222-000089693

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-2222-000089693

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

**8. Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability** –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**10. Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment of Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**12. Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

**13. Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to This Guarantee; Guarantee Entire Contract** –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-2222-000089693

## LOT BOOK GUARANTEE SCHEDULE A

File No.: 2325063

Guarantee No.: G-2222-000089693

Date of Guarantee: June 01, 2023 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$150.00

**A. Assured:**

Galena-Benchmark Engineering

**B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:**

**1. Description of the land in Blaine County, Idaho:**

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

**2. The last recorded instrument in the public records purporting to transfer title to said land was:**

Quit Claim Deed, recorded as Document No. 698880, conveying said real property to:

Bird Drive Partners, LLC, a Delaware limited liability company

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

**C. Exceptions:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2022, a lien in the amount of \$2,843.88, of which the first half due December 20, 2022 are PAID and the second half are due on or before June 20, 2023. (Parcel No. RPK05240000010)
10. General taxes for the year 2022, a lien in the amount of \$2,594.64, of which the first half due December 20, 2022 are PAID and the second half are due on or before June 20, 2023. (Parcel No. RPK05240000020)
11. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.
12. Water and sewer charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
15. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
16. Snowbird Townhomes Lot 2A Phased Townhouse Subdivision Agreement #22765, including the terms and provisions thereof, recorded May 11, 2022 as [Instrument No. 693694](#), records of Blaine County, Idaho.
17. Snowbird Townhomes Lot 1A Phased Townhouse Subdivision Agreement #22765, including the terms and provisions thereof, recorded May 11, 2022 as [Instrument No. 693695](#), records of Blaine County, Idaho.

End of Exceptions



## **STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE**

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

### Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### **Personal and Sensitive Personal Information Stewart Collects**

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

| Category                                                                                                            | Examples                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Collected |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| A. Identifiers                                                                                                      | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers                                                                                                                                                                                                                                                              | YES       |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES       |
| C. Protected classification characteristics under California or federal law                                         | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).                                                                                                   | YES       |
| D. Commercial information                                                                                           | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.                                                                                                                                                                                                                                                                                                                                                       | YES       |
| E. Biometric information.                                                                                           | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.                                                                                                                                                                        | YES       |
| F. Internet or other similar network activity.                                                                      | Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.                                                                                                                                                                                                                                                                                                                                                                               | YES       |

|                                                                                                                                       |                                                                                                                                                                                                                                                                                    |     |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| G. Geolocation data.                                                                                                                  | Physical location or movements.                                                                                                                                                                                                                                                    | YES |
| H. Sensory data.                                                                                                                      | Audio, electronic, visual, thermal, olfactory, or similar information.                                                                                                                                                                                                             | YES |
| I. Professional or employment-related information.                                                                                    | Current or past job history or performance evaluations.                                                                                                                                                                                                                            | YES |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records. | YES |
| K. Inferences drawn from other personal information.                                                                                  | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.                                                                                                                    | YES |

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

|             |                                                                          |
|-------------|--------------------------------------------------------------------------|
| Category A: | Identifiers                                                              |
| Category B: | California Customer Records personal information categories              |
| Category C: | Protected classification characteristics under California or federal law |
| Category D: | Commercial Information                                                   |
| Category E: | Biometric Information                                                    |
| Category F: | Internet or other similar network activity                               |
| Category G: | Geolocation data                                                         |
| Category H: | Sensory data                                                             |
| Category I: | Professional or employment-related information                           |
| Category J: | Non-public education information                                         |
| Category K: | Inferences                                                               |

## **Your Consumer Rights and Choices Under CPPA and CPRA**

### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

#### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

#### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

#### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

#### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com); or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

#### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

Attachment B:  
Snowbird Subdivision Plat

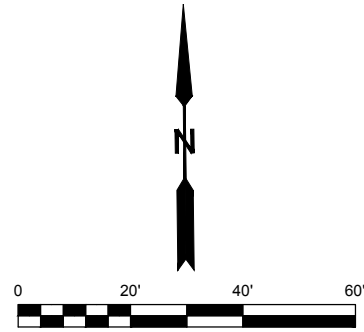


# SNOWBIRD SUBDIVISION: LOTS 1A & 2A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION IS AMENDED, AN ACCESS &  
PUBLIC UTILITY EASEMENT IS CREATED AND THE EXISTING SNOW REMOVAL EASEMENT IS ELIMINATED.

## AUGUST 2023



### LEGEND:

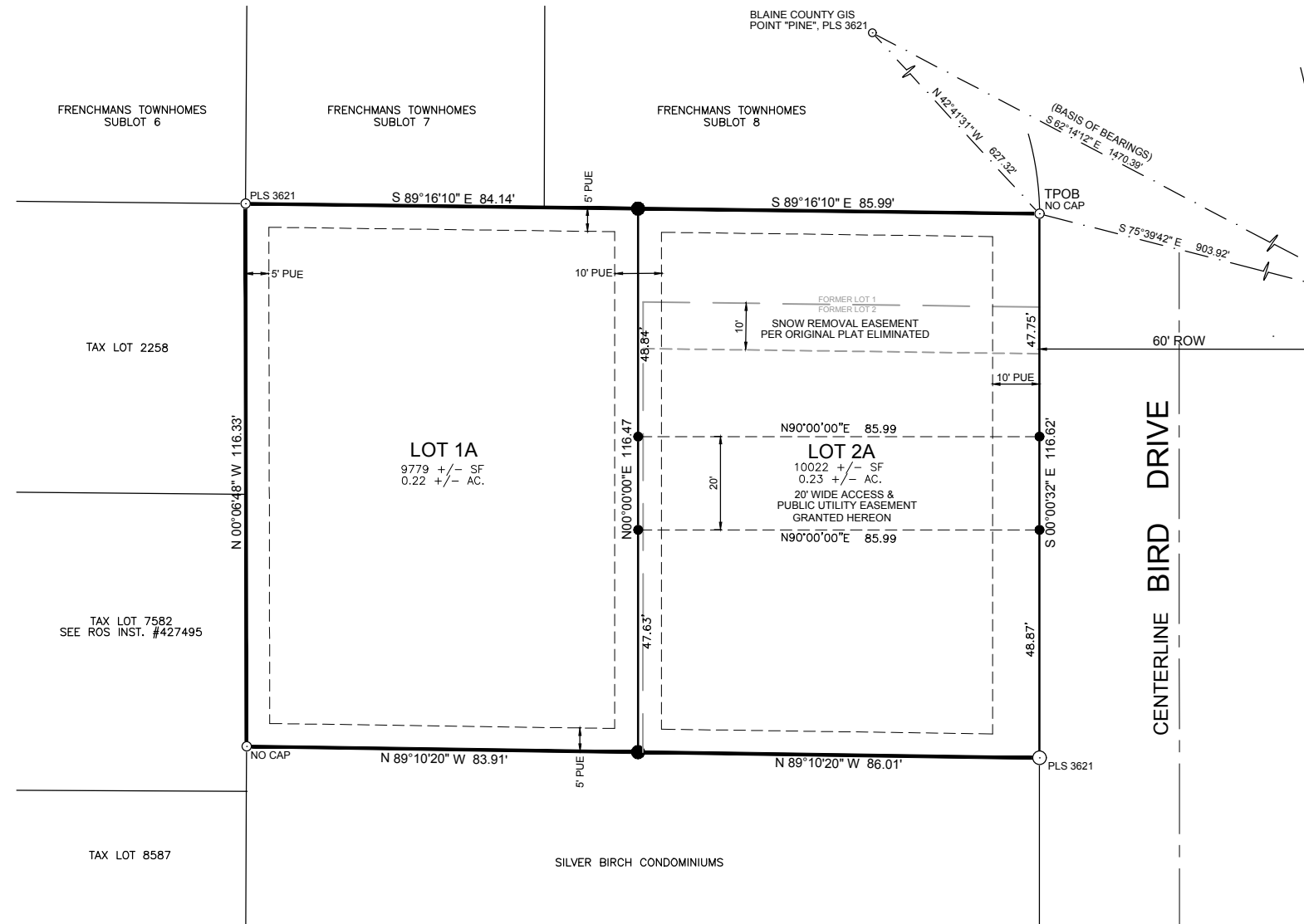
|  |                           |
|--|---------------------------|
|  | PROPERTY LINE             |
|  | LOT LINE ELIMINATED       |
|  | EASEMENT LINE             |
|  | BLAINE COUNTY GIS TIE     |
|  | FOUND 1/2" REBAR          |
|  | FOUND 5/8" REBAR          |
|  | SET 1/2" REBAR, PLS #9561 |
|  | SET 5/8" REBAR, PLS #9561 |
|  | FOUND ALUMINUM CAP        |

### SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO AMEND THE BOUNDARY COMMON TO LOTS 1 & 2 OF SNOWBIRD SUBDIVISION AND TO CREATE AN ACCESS & PUBLIC UTILITY EASEMENT AND TO ELIMINATE THE EXISTING SNOW REMOVAL EASEMENT. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.

### NOTES:

1. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT IS GRANTED ALONG FRONT PROPERTY LINE AS SHOWN HEREON.
2. A 20 FOOT WIDE ACCESS & PUBLIC UTILITY COMPANIES IS GRANTED ACROSS LOT 2A, AS SHOWN HEREON. THE PRIVATE DRIVEWAY SHALL REMAIN OPEN AND UNOBSTRUCTED FOR A MINIMUM WIDTH OF 20 FEET YEAR-ROUND.
3. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.



### HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: \_\_\_\_\_

South Central Public Health District, REHS

# DRAFT

|                                 |                                                                                       |                                     |
|---------------------------------|---------------------------------------------------------------------------------------|-------------------------------------|
|                                 | <b>SNOWBIRD SUB'D:<br/>LOTS 1A &amp; 2A</b>                                           |                                     |
|                                 | LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,<br>CITY OF KETCHUM, BLAINE COUNTY, IDAHO |                                     |
| PREPARED FOR: SCOTT EDWARDS     |                                                                                       |                                     |
| PROJECT NO. 21070<br>FINAL PLAT | DWG BY: DWS/CPL<br>DATE: 08/22/2023                                                   | FILE: 21070pg1.DWG<br>SHEET: 1 OF 3 |

# SNOWBIRD SUBDIVISION: LOTS 1A & 2A

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY that BIRD DRIVE PARTNERS, LLC, a Delaware limited liability company is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Lots 1 & 2 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

BIRD DRIVE PARTNERS, LLC, a Delaware limited liability company \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

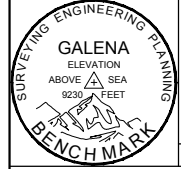
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, known or identified to me (or proved to me), to be the \_\_\_\_\_ of Bird Drive Partners, LLC, a Delaware limited liability company, and acknowledged to me that he and said limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

|                                                                                       |                                                                                                                      |                    |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------|
|  | <b>SNOWBIRD SUB'D:<br/>LOTS 1A &amp; 2A</b>                                                                          |                    |
|                                                                                       | LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,<br>CITY OF KETCHUM, BLAINE COUNTY, IDAHO<br>PREPARED FOR: SCOTT EDWARDS |                    |
| PROJECT NO. 21070                                                                     | DWG BY: CPL                                                                                                          | FILE: 21070CRT.DWG |
| FINAL PLAT                                                                            | DATE: 08/22/2023                                                                                                     | SHEET: 2 OF 3      |

# SNOWBIRD SUBDIVISION: LOTS 1A & 2A

## SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



## PROJECT ENGINEER'S CERTIFICATE

To the best of my knowledge this plat complies with the City of Ketchum subdivision standards, signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

## COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
BLAINE COUNTY SURVEYOR

\_\_\_\_\_  
DATE

## BLAINE COUNTY TREASURER'S CERTIFICATE

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: \_\_\_\_\_

## KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

By: \_\_\_\_\_  
TRENT DONAT, City Clerk

## CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
ROBYN MATTISON, City Engineer

## CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: \_\_\_\_\_

## BLAINE COUNTY RECORDER'S CERTIFICATE

|                   |                                                                                                                      |                    |
|-------------------|----------------------------------------------------------------------------------------------------------------------|--------------------|
|                   | <b>SNOWBIRD SUB'D:<br/>LOTS 1A &amp; 2A</b>                                                                          |                    |
|                   | LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,<br>CITY OF KETCHUM, BLAINE COUNTY, IDAHO<br>PREPARED FOR: SCOTT EDWARDS |                    |
| PROJECT NO. 21070 | DWG BY: CPL                                                                                                          | FILE: 21070CRT.DWG |
| FINAL PLAT        | DATE: 08/22/2023                                                                                                     | SHEET: 3 OF 3      |

Attachment C:  
Draft Findings of Fact Conclusions of Law &  
Decision



City of Ketchum  
Planning & Building

IN RE: )  
 )  
 Snowbird Subdivision ) **KETCHUM CITY COUNCIL**  
 Subdivision – Final Plat ) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**  
 Date: September 5, 2023 ) **DECISION**  
 )  
 File Number: P23-054 )

PROJECT: Snowbird Subdivision  
 APPLICATION TYPE: Subdivision – Final Plat  
 FILE NUMBER: P23-054  
 REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering  
 OWNER: Scott Edwards  
 LOCATION: 220 & 222 Bird Drive (Lots 1 & 2, Snowbird Subdivision)  
 ZONING: General Residential – Low Density (GR-L)  
 OVERLAY: None

**RECORD OF PROCEEDINGS**

The City of Ketchum received the application for the Subdivision Final Plat for the project on June 12, 2023. The application was deemed complete on August 23, 2023. City departments conducted a thorough review of the application.

**BACKGROUND**

The Applicant is proposing to amend the boundary between Lots 1 & 2 of the Snowbird Subdivision, located at 220 & 222 Bird Dr (the “subject property”). The subject property is zoned General Residential – Low Density (GR-L) and is currently vacant. The project proposes to develop two detached townhomes on each of the lots for a total of four townhomes. The subdivision preliminary plat for the project was reviewed and approved by the Planning and Zoning Commission on May 10, 2022 and the City Council on May 23, 2022. The project will construct right-of-way improvements prior to the approval of the townhouse subdivision final plat.

**FINDINGS OF FACT**

The Council, having reviewed the entire project record, provided notice, conducted the required public hearing, and considered the recommendation from the Planning and Zoning Commission, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING FINAL PLAT SUBDIVISION REQUIREMENTS**

| Final Plat Requirements             |                          |                                     |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|--------------------------|-------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Compliant                           |                          |                                     | City Code       | City Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Yes                                 | No                       | N/A                                 | City Code       | City Standards                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.1   | Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.                                                                                                                                                                                                                                                                               |
|                                     |                          |                                     | <i>Findings</i> | The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.                                                                                                                                                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.2   | Location and description of monuments.                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                     |                          |                                     | <i>Findings</i> | The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.                                                                                                                                                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.3   | Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy. |
|                                     |                          |                                     | <i>Findings</i> | As shown on Sheet 1, all elements of the final plat are included. The final plat also shows all required easements for public utilities and access.                                                                                                                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.4   | Names and locations of all adjoining subdivisions.                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                     |                          |                                     | <i>Findings</i> | As shown on Sheet 1, the property is adjacent to townhouse and condominium subdivisions and multiple tax lots.                                                                                                                                                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.5   | Name and right-of-way width of each street and other public rights-of-way.                                                                                                                                                                                                                                                                                                                                                                                           |
|                                     |                          |                                     | <i>Findings</i> | As shown on Sheet 1, rights-of-way for Bird Drive is shown.                                                                                                                                                                                                                                                                                                                                                                                                          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.6   | Location, dimension and purpose of all easements, public or private.                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                     |                          |                                     | <i>Findings</i> | As shown on Sheet 1, all easements are outlined and dimensioned. The plat notes on sheet 1 outline the purpose of all the easements.                                                                                                                                                                                                                                                                                                                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.7   | The blocks numbered consecutively throughout each block.                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                     |                          |                                     | <i>Findings</i> | No blocks are proposed for the subdivision.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.8   | The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.                                                                                                          |
|                                     |                          |                                     | <i>Findings</i> | N/A - No dedications are proposed.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.9   | The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.                                                                                                                                                                                                                                                      |
|                                     |                          |                                     | <i>Findings</i> | As shown on Sheet 1, the title of the final plat includes all required information.                                                                                                                                                                                                                                                                                                                                                                                  |

|                                     |                          |                                     |                 |                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------|--------------------------|-------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.10  | Scale, north arrow and date.                                                                                                                                                                                                                                                                                                   |
|                                     |                          |                                     | <i>Findings</i> | The scale, north arrow, and date are included on Sheet 1 of the final plat.                                                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.11  | Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.                                                                                                                                                                                          |
|                                     |                          |                                     | <i>Findings</i> | The final plat identifies Bird Drive, which is the only existing street. No additional streets are being created or dedicated.                                                                                                                                                                                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.12  | A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.                                                                                                             |
|                                     |                          |                                     | <i>Findings</i> | N/A – this final plat does not include the creation of a condominium or any common area requiring declarations or articles of incorporation.                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.13  | Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.                                                                                                                                                                                                                 |
|                                     |                          |                                     | <i>Findings</i> | Sheet 3 of the final plat includes a Surveyor Certificate and a Project Engineer Certificate.                                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.14  | A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.                                                                                                                               |
|                                     |                          |                                     | <i>Findings</i> | The title report, prepared by Stewart Title Guarantee Company and dated on June 1, 2023, was used in the preparation of the final plat.                                                                                                                                                                                        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.15  | Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.                                                                                                                                                                                                            |
|                                     |                          |                                     | <i>Findings</i> | Sheet 2 of the final plat includes the current owner of record information.                                                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.16  | Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.                                                                                                                                                                                             |
|                                     |                          |                                     | <i>Findings</i> | Sheet 3 includes a Project Engineer Certificate.                                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.17  | Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.                                                                                                                                                                                               |
|                                     |                          |                                     | <i>Findings</i> | Sheet 3 includes a City Engineer Certificate.                                                                                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 16.04.030.K.18  | Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.                                                                                                                                                                                          |
|                                     |                          |                                     | <i>Findings</i> | Sheet 3 includes a City Clerk Certificate.                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.030.K.19  | Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.                                                                                                                                                                    |
|                                     |                          |                                     | <i>Findings</i> | N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.                                                                                                                                                                                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.B     | Improvement Plans: Prior to approval of final plat by the council,, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state. |
|                                     |                          |                                     | <i>Findings</i> | Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.                                                                                                                                                                       |

|                          |                          |                                     |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|--------------------------|-------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.C        | <p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p> |
|                          |                          |                                     | <i>Findings</i>    | Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.D        | <p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                          |                          |                                     | <i>Findings</i>    | Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 16.04.040.E        | <p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                          |                          |                                     | <i>Findings</i>    | The applicant shall meet the required monumentation standards prior to recordation of the Final Plat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                          |                          |                                     | <b>16.04.040.F</b> | <b>Lot Requirements:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



|                                     |                          |                                     |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|--------------------------|-------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |                           | <p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> <li>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</li> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ul> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p> |
| <b>Council Findings</b>             |                          |                                     |                           | <p><i>Standard #1 has been met. All lots comply with the dimensional standards required for lots within the GR-L Zone. Standards #2 &amp; 3 are not applicable. Standards #4-6 are met with the newly proposed lots.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.G</b></p> | <p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ul style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                          |                          |                                     |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------|--------------------------|-------------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          |                          |                                     |                         | <p>intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</p> <p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                          |                          |                                     | <b>Council Findings</b> | <i>This application does not create a new block. This requirement is not applicable.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.H</b>      | <p><b>Street Improvement Requirements:</b></p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have</p> |

|  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  | <p>a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> |
|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                     |                          |                                     |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------|--------------------------|-------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     |                          |                                     |                         | <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                     |                          |                                     | <b>Council Findings</b> | <i>This standard is not applicable. This proposal does not create new street, private road, or bridge.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.I</b>      | <p><b>Alley Improvement Requirements:</b> Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                     |                          |                                     | <b>Council Findings</b> | <i>This standard is not applicable as no new alleys are being created.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.040.J</b>      | <p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the</p> |

|                          |                          |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|--------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          |                          |                                     | <p>natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>                                                                                                                                                                                                                           |
|                          |                          |                                     | <p><b>Council Findings</b></p> <p><i>As shown on Sheet 1, Lot 2A includes a 10-foot public utility easement along Bird Dr. 5-foot public utility easements are shown along all side and rear lot lines.</i></p> <p><i>Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.K</b></p> <p><b>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</b></p> |
|                          |                          |                                     | <p><b>Council Findings</b></p> <p>Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.L</b></p> <p><b>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District</b></p>                                                                                                                                                |

|                          |                          |                                     |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|--------------------------|-------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          |                          |                                     |                         | <b>Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                          |                          |                                     | <b>Council Findings</b> | Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.M</b>      | <b>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                          |                          |                                     | <b>Council Findings</b> | <i>This standard is not applicable as this application does not create a new subdivision. There are not incompatible uses adjacent to the proposed townhouse sublots.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.N</b>      | <p><b>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</b></p> <ol style="list-style-type: none"> <li><b>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.</b></li> <li><b>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:</b> <ol style="list-style-type: none"> <li><b>a. Proposed contours at a maximum of five foot (5') contour intervals.</b></li> <li><b>b. Cut and fill banks in pad elevations.</b></li> <li><b>c. Drainage patterns.</b></li> <li><b>d. Areas where trees and/or natural vegetation will be preserved.</b></li> <li><b>e. Location of all street and utility improvements including driveways to building envelopes.</b></li> <li><b>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</b></li> </ol> </li> <li><b>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</b></li> <li><b>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</b></li> <li><b>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</b></li> </ol> |

|                          |                          |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|--------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          |                          |                                     | <p><b>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</b></p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p> |
|                          |                          |                                     | <p><b>Council Findings</b></p> <p>Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.O</b></p> <p><b>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                          |                          |                                     | <p><b>Council Findings</b></p> <p>Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.P</b></p> <p><b>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                          |                          |                                     | <p><b>Council Findings</b></p> <p>Improvements will not be required to be installed for this application but will need to be completed prior to Townhouse Subdivision Final Plat approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                          |                          |                                     |                         |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------|--------------------------|-------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.Q</b>      | <b>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</b> |
|                          |                          |                                     | <b>Council Findings</b> | <i>This standard is not applicable as no off-site improvements are required for the application</i>                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.R</b>      | <b>Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.</b>                                                                                                             |
|                          |                          |                                     | <b>Council Findings</b> | <i>This standard is not applicable as the subject property is not within the Avalanche Zone District or Mountain Overlay Zone District.</i>                                                                                                                                                                                                                                                                                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.S</b>      | <b>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</b>                                                                                                                                                              |
|                          |                          |                                     | <b>Council Findings</b> | <i>The proposed final plat does not create substantial additional traffic, therefore, no improvements are required.</i>                                                                                                                                                                                                                                                                                                    |

**CONCLUSIONS OF LAW**

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and recommend approval of the applicant’s Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Snowbird Subdivision Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the City Council **approves** this Final Plat Application File No. P22-049 this Monday, June 26, 2023, subject to the following conditions of approval.

**CONDITIONS OF APPROVAL**



1. Failure to record the Final Plat within one year of Council's approval of the Final Plat shall cause the Final Plat to be null and void.

Findings of Fact **adopted** this 5th day of September 2023.

---

Neil Bradshaw, Mayor  
City of Ketchum



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22881 between the City and Cox Communications.

**Reasons for Recommendation:**

- The improvements will not impact the use or operation of Sage Road.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

**Policy Analysis and Background (non-consent items only):**

The project proposes to replace an existing above-ground telecommunications vault with a new underground telecommunications vault within the public right-of-way.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the Sage Road project complies with all standards.

**Sustainability Impact:**

None OR state impact here: None

**Financial Impact:**

None OR Adequate funds exist in account:

**Attachments:**

1. Right-of-Way Encroachment Agreement 22881
2. Exhibit "A"

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

---

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22881**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and \_\_\_\_\_, representing Cox Communications (collectively referred to as "Owner"), whose address is 1700 Vegas Dr. Las Vegas, NV 89106.

*RECITALS*

WHEREAS, Owner wishes to permit placement of a new telecommunications vault and replace an existing pedestal on the northwest corner of Warm Springs Road and East Canyon Run Blvd. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install telecommunication infrastructure identified in Exhibit "A" within the public right-of-way on the northwest corner of Warm Springs Avenue and East Canyon Run Blvd, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the

any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

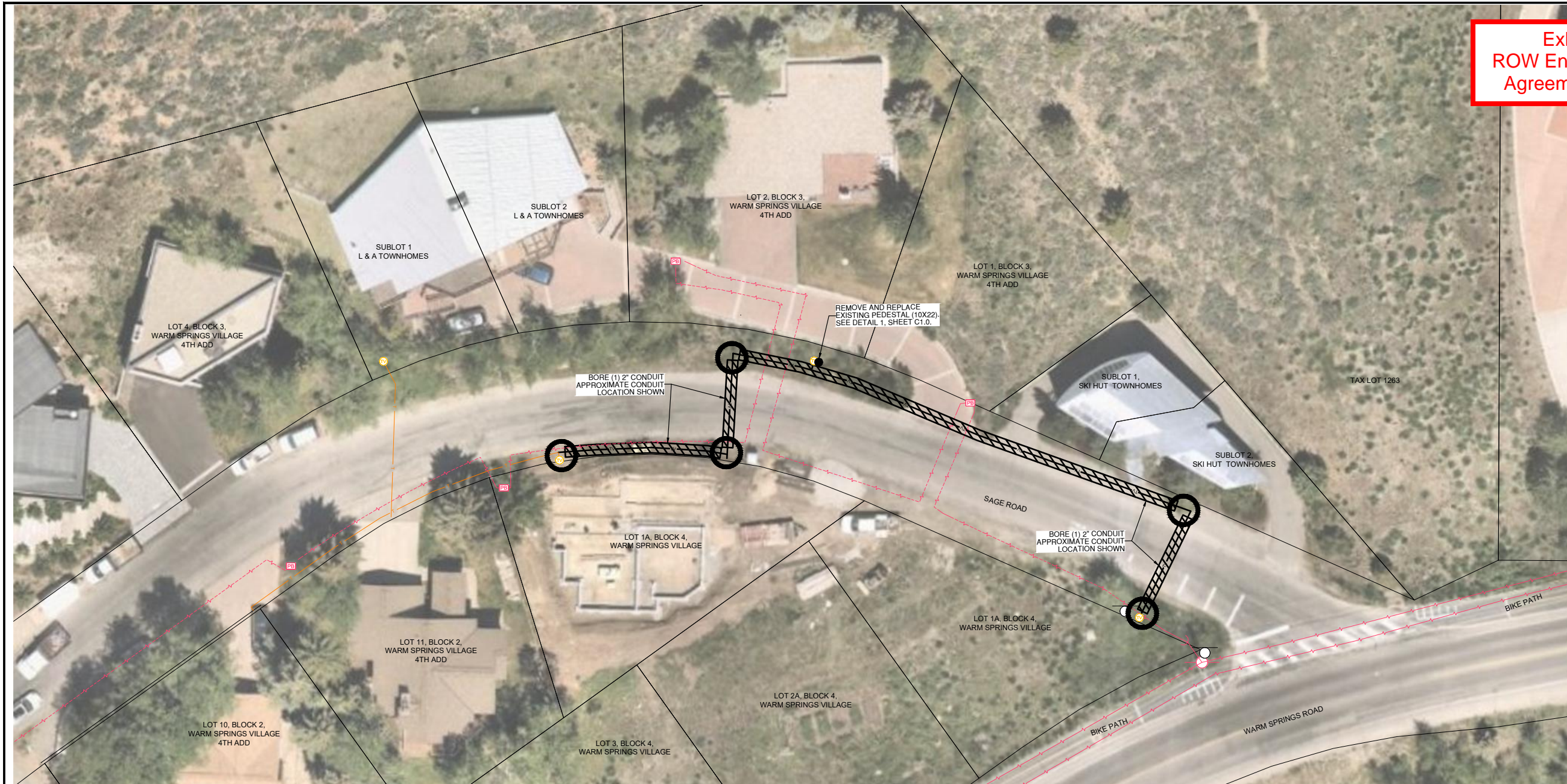
12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.



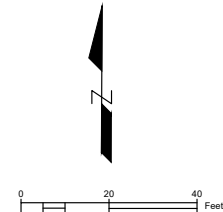
**EXHIBIT "A"**



**Exhibit A  
ROW Encroachment  
Agreement 22881**



**PLAN VIEW: SAGE ROAD**  
SCALE 1" = 20'



PURPOSE: ISSUE FOR ENCROACHMENT PERMIT (8/21/2023)

| REVISION NO. | DATE | DESCRIPTION |
|--------------|------|-------------|
|              |      |             |
|              |      |             |
|              |      |             |



**PLAN VIEW**  
**COX COMMUNICATIONS- SAGE ROAD**  
PREPARED FOR SORENSON AND SONS UTILITY CONTRACTORS

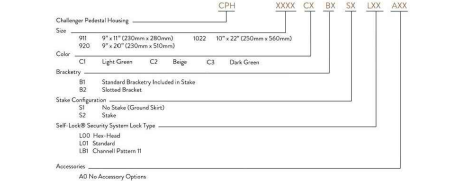
**DATA SHEET**

**CPH CHALLENGER SERIES PEDESTALS**  
CPH911, CPH920, CPH1022

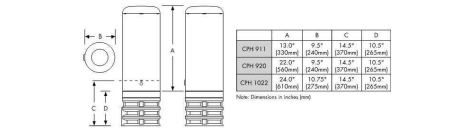


- FEATURES**
- 9" and 10" diameter round profiles provide maximum workspace and bend radius provisions for all passives, cables and connectors
  - Round pedestal style maintains a consistent look with legacy pedestals in the field
  - Constructed of durable, high-strength materials for maximum security and long service life
  - Universal equipment mounting bracket for passives facilitates installation
  - Optional stake mounting provision for joint trench or other special applications

**PART NUMBER MATRIX**



**DIMENSIONS**



WORLDWIDE HEADQUARTERS: Channell Commercial Corporation, Rockwell, TX, United States • Tel: 800-473-1803 • Fax: 951-296-2322  
CANADA: Channell Canada, Inc., Mississauga, ON, Canada • Tel: 905-565-1700 • Fax: 905-565-8282  
TERRACE, BRITISH COLUMBIA: Channell Ltd., Terrace, British Columbia • Tel: 416-322-3279 • Fax: 416-322-3280  
AUSTRALIA: A&A, P.O. Box 100, Channell Pty. Ltd., South Hill, NSW, Australia • Tel: 61-2-8884-4111 • Fax: 61-2-8814-8841  
DEVELOPMENT LOCATIONS: Mexico City, D.F., Mexico

www.channell.com

**NOTES**

1. SEE SHEET C0.1 FOR ADDITIONAL NOTES AND DETAILS.
2. AERIAL IMAGERY SHOWN HEREON PER BLAINE COUNTY GIS 2022 NEAR MAP.
3. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
4. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED AUGUST 04, 2023. OPAL ENGINEERING, PLLC HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1 AND 2, SHEET C0.1 FOR REPAIR DETAILS AS NECESSARY.
5. POWER, INFRASTRUCTURE LOCATIONS ARE APPROXIMATE AND ARE BASED UPON IDAHO POWER UTILITY LOCATION MAPS. COMMUNICATIONS UTILITY LOCATIONS ARE APPROXIMATE BASED UPON A MAP BY COX COMMUNICATIONS RECEIVED AUGUST 04, 2023.
6. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED AND COORDINATE WITH OWNER PRIOR TO CONSTRUCTION COMMENCEMENT. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
7. ALL EXCAVATION IS TO BE DONE WITHIN THE GRAVEL SHOULDER.

**LEGEND**

- EXISTING CONDITIONS**
- PROPERTY LINE PER BLAINE COUNTY GIS
  - - - BURIES POWER LINE PER IDAHO POWER
  - POWER BOX PER IDAHO POWER
  - POWER POLE
  - CABLE TV BURIED BY COX
  - TV BOX BY COX
  - SIGN
- PROPOSED CONDITIONS**
- PROPOSED COMMUNICATIONS LINE
  - PROPOSED BORE
  - PROPOSED COMMUNICATIONS PEDESTAL
  - POTENTIAL DISTURBED AREA. MATCH EXISTING FINISH MATERIALS, LINES, GRADES, AND DRAINAGE PATTERNS

**1 PEDESTAL DETAIL**  
C1.0 N.T.S.

DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Opal Engineering, PLLC.





**PROCUREMENT MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

*"I move to approve Purchase Order # 23135 in the amount of \$33,660.00 and authorize the Mayor to sign the Purchase Order."*

Summary of Procurement Process:

| Bidder                                                                                                                                | Bid Price                 |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| This request is for a sole source purchase of Icekicker ice melt material. Icekicker is a proprietary material only sold by Saltworx. | \$33,660 for 360 tons     |
|                                                                                                                                       | \$93.50 per ton delivered |

| Low Bid Contractor | Bid Price                 | Budget Account/Number |
|--------------------|---------------------------|-----------------------|
|                    | \$93.50 per ton delivered | 01-4310-6950 37       |

Background (if necessary):

- We have been using Icekicker for 9 years now and it has worked very well for us. We have tried other ice melting materials and Icekicker works better, and we use less material. We have also tried different methods to pretreat the roads and sanding materials and we believe Icekicker is more efficient than all others.
- Unlike other ice melting materials, Icekicker leaves minimal to zero residue.
- Icekicker is considerably less corrosive than most ice melting materials.
- We use a 30% mix of ice melt material to 70% sand in our sanding material.
- We are purchasing more sanding material than usual because of the substantial winter we had last year. After winter, we typically have a good amount of sanding material left over, however last year we used it all and now need to restock.

Sustainability Impact:

Financial Impact:

Attachments:

1. Purchase Order #23135
2. Saltworx Icekicker price quote
3. Icekicker Product Brochure





**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 23135**

|                                                                  |                                                                       |
|------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>4882<br>SALTWORX INC<br>BOX 628<br>MORGAN UT 84050 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 08/28/2023 | BANCONA    | BANCONA      | Streets    | 0          |       |

| Quantity            | Description                                 | Unit Price | Total     |
|---------------------|---------------------------------------------|------------|-----------|
| 1.00                | ICE KICKER, ICE MELT MATERIALS 01-4310-6950 | 33,660.00  | 33,660.00 |
| SHIPPING & HANDLING |                                             |            | 0.00      |
| TOTAL PO AMOUNT     |                                             |            | 33,660.00 |

\_\_\_\_\_  
 Authorized Signature



# SALTWORX

---

**To:** Brian Christiansen / Ramsy Hoehn      **From:** Kyle Brown

---

**Co:** City of Ketchum, ID      **Pages:** 1

---

**Phone:** (208) 726-7831      **Date:** 8/14/23

---

**Re:** IceKicker road salt quote      **Email:** bchristiansen@ketchumidaho.org  
rhoehn@ketchumidaho.org

---

**Location:** 200 Tenth Street  
Ketchum, ID 83340

---

## ICE KICKER

| Item                | Price                   |
|---------------------|-------------------------|
| IceKicker road salt | \$93.50 / ton delivered |
|                     |                         |

Thank you for the opportunity to provide this quote. If you have any questions, please call me at (801) 791-3321.

Kyle Brown  
SaltWorx Inc.





**ICE**  **KICKER**®

ROAD SALT WITH A **KICK**



SALTWORX®



## SAVE TIME

### Works faster

IceKicker's specially formulated additive kick starts the brining process helping cut snow and ice faster than before!



*Kamas, UT - February 2018  
3°F - City road melted with IceKicker*



*Bountiful, UT - December 2015  
18°F - 4 minutes after plowing*



**70%  
OF UNTREATED  
SALT STAYS  
ON THE ROAD**

### TRADITIONAL ROAD SALT

30% ends up on the shoulder.



**96%  
OF PRE-TREATED  
SALT STAYS  
ON THE ROAD**

### ICE KICKER ROAD SALT

4% ends up on the shoulder.

Salt Bounce and Scatter Study, Lansing, MI: Michigan Department of Transportation, 2012. Print.

## SAVE MONEY

### Use Less

IceKicker sticks to the road reducing "bounce and scatter" and wasted salt.

### More Effective

IceKicker melts roads faster and at colder temperatures, thus reducing operating costs.

### Pre-Treated and Ready to Go

IceKicker is a ready-made product that saves time and money on pre-wetting equipment and liquids.

## SAVE LIVES

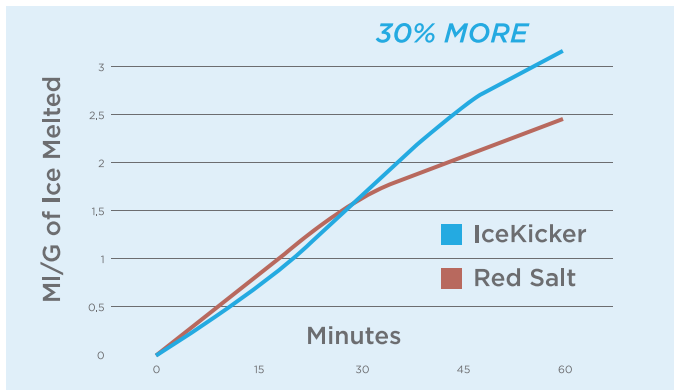
### Visible

IceKicker's blue color helps emphasize where crews have been and what roads are safe.

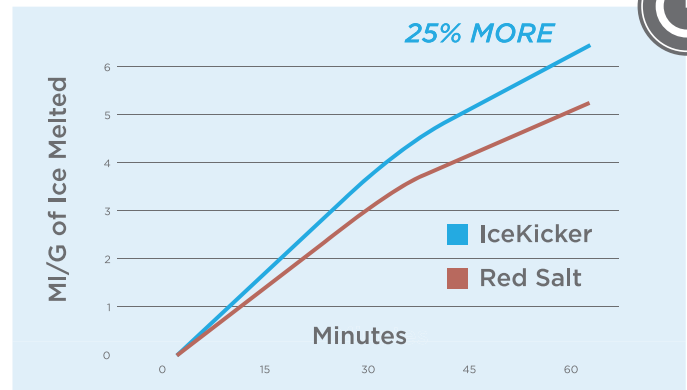


PLEASE NOTE: The information in this brochure, including images, is provided in good faith but is for informational purposes only. Actual product may vary, including appearance and performance. Customer is responsible for its own specific use of products.

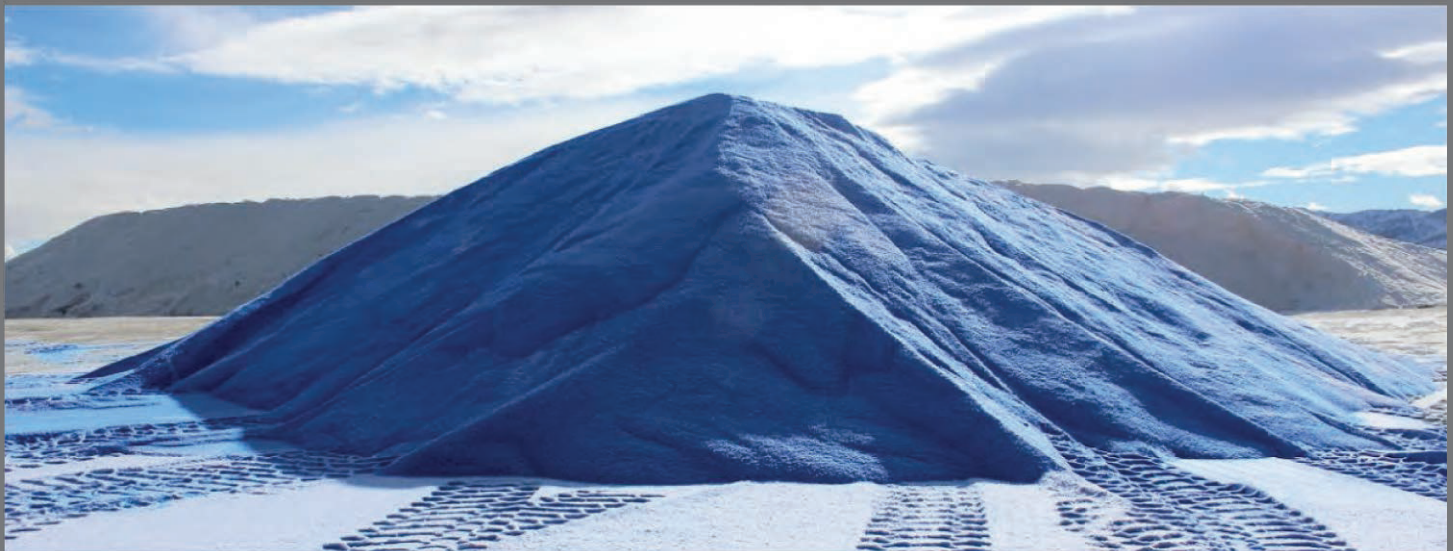
SHRP H-205.1 Ice Melting Test at 15°



SHRP H-205.1 Ice Melting Test at 25°



Testing conducted by the Western Transportation Institute - Bozeman, MT - December 17, 2015



**50% Less Corrosive**

IceKicker is approved on the Pacific Northwest Snowfighters / Qualified Product List under Category 4C - Corrosion Inhibited Solid Sodium Chloride. IceKicker has a corrosion rate score of 50 which means it's 50% less corrosive than standard grade white salt. That's 50% less corrosion on equipment, infrastructure, and the environment!





**“This stuff WORKS! I’ve tried all different types of deicing salt over the years and nothing compares to IceKicker! At near zero degrees, we had puddles of water on our city streets. I am very impressed with this product!**

*Jon Lesko - City of Rock Springs - Rock Springs, WY*

**“I had a snow packed road, the temperature was 22°. I put down IceKicker and in 10 minutes I had running water on the road. IceKicker flat out works, no doubt about it!”**

*Jamie Jensen - Cache County - Logan, UT*

**“I’ve used a lot of deicing salts throughout my 30 years in public works but none of them have worked as well as IceKicker! IceKicker works fast and effectively saving money on our budget, and cutting down on operating costs. The citizens like that you can see it, but it doesn’t leave behind a dirty residue; and my guys like that it cuts ice at temperatures they haven’t seen before. IceKicker has definitely been a win/win for our city!”**

*Danny Martinez - Public Works Superintendent - Cottonwood Heights, UT*

**VISIT OUR WEBSITE AT  
[www.saltworx.net](http://www.saltworx.net)**

Ask about our salt brine enhancer:





City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- This task order will complete the 60% detailed design required to advance the project on schedule in order to solicit bids for construction. This task order does NOT include design costs for the restoration work which is being handled via Wood River Land Trust. It is important to note that the bid package will include phased options based on progress of fundraising efforts.
- Superbloom Landscape Architects and Rio Engineering assisted the city in the three-phase development of the Warm Springs Preserve Master Plan based on significant public involvement.
- The city developed a partnership agreement with the Wood River Land Trust regarding design, construction and fundraising for the riparian restoration and floodplain improvements.

Policy Analysis and Background (non-consent items only):

On April 14, 2022, the city officially acquired the Warm Springs Preserve via private donations. The public was informed early in the fundraising process that the city would complete a detailed master planning process to guide future improvements to the property. The city received \$1 million from the community donations to fund the implementation of the master plan.

During the RFP process, the city sought to engage a professional firm or collection of resources (team) to (1) create a long-term master plan for the Warm Springs Preserve, and (2) serve as architect of record in the development of construction drawings or bid documents to implement the master plan.

The master plan addresses the location of the following passive green space amenities:

- Pedestrian connection points to adjacent neighborhoods, River Run Lodge and Warm Springs Village
- Walking trails
- Public restroom/maintenance facility with a water bottle refill station
- Wayfinding signage
- Donor recognition elements
- History of the property/donor wall
- Picnic tables

- Benches

The plan also addresses the following improvement areas:

- Re-vegetation of portions of the property from water intensive grass to native grasses
- Warm Springs Creek habitat restoration and floodplain conveyance improvements
- Replacement of irrigation system and recommission intake/holding pond area

**Sustainability Impact:**

The master plan will address the following elements:

- New irrigation system to assist with water efficiency
- Revegetation of certain areas from water consumptive grasses to more native species
- Stream restoration to assist with water quality and wildlife habitat
- Flood conveyance improvements

**Financial Impact:**

|                                          |                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| None OR Adequate funds exist in account: | The proposed task order is for a not to exceed amount of \$89,616. The current balance of the Warm Springs Trust Account (donations) is \$942,050. Should the Council wish to preserve the balance for construction, adequate funds currently exists in an unspent contingency account to fund this task order. |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Attachments:**

|                                            |
|--------------------------------------------|
| 1. PO 23136/Task Order Seven scope of work |
| 2. Project schedule                        |





**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 23136**

|                                                                                       |                                                                       |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>5810<br>STUDIO SUPERBLOOM, LLC<br>23 LINCOLN ST #200<br>DENVER CO 80203 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 08/31/2023 | KCHOMA     | KCHOMA       |            | 0          |       |

| Quantity | Description                                     | Unit Price | Total     |
|----------|-------------------------------------------------|------------|-----------|
| 1.00     | TASK ORDER 7: MASTER PLANNING WARM 93-4900-5910 | 89,616.00  | 89,616.00 |
|          | SHIPPING & HANDLING                             |            | 0.00      |
|          | TOTAL PO AMOUNT                                 |            | 89,616.00 |

\_\_\_\_\_ Authorized Signature

# SUPERBLOOM

## TASK ORDER # 7

AUGUST 31, 2023

### Project

WARM SPRINGS PRESERVE | Ketchum, ID

### Client

City of Ketchum, Idaho ("The City"), PO Box 2315, Ketchum, ID 83340

### Project Phases

The project is divided into 6 phases of work, the first three of which have been completed under separate task order.

Phase 1 - Concept Design (completed)

Phase 2 - Engagement & Feedback (completed)

Phase 3 - Final Master Plan (30% Design) (completed)

**Phase 4 - 60% Design**

Phase 5 - Construction Documentation, Bidding & Negotiation (Not Included, future task order)

Phase 6 - Construction Administration (Not Included, future task order)

**The following scope of work and fees are for Phases 4 only.**

### Project Scope & Understanding

Superbloom has been working in conjunction with Rio ASE, the City of Ketchum ("The Client" or "The City"), and the Wood River Land Trust (WRLT) over the past year developing a Master Plan and 30% design for the Warm Springs Preserve in Ketchum, ID. The design includes extensive stream and floodplain restoration, irrigation improvements to the existing fairway, native planting enhancements for improved drought tolerance and amenities for passive recreational use.

The City of Ketchum and The Wood River Land Trust have requested Superbloom advance the design of the non-restoration elements first to a 60% Design level (i.e. permit-ready) to support permitting the project and advance the design sufficiently to accommodate a proposed summer 2024 construction date.

Superbloom (SPRB) will continue act as prime consultant and project lead of the design team during Phases 4. The following proposal is intended to clearly describe the scope elements provided by SPRB and those that will be provided by sub-consultants. As prime consultant, SPRB will coordinate all sub-consultants and collect and submit design packages and billing directly to the City of Ketchum.

The current proposal provides design services for the design development of the scope documented in the Final Master Plan by City Council on April 3, 2023. Following review of the 60% Design Documents and cost estimate, some value engineering (VE) and/or phasing options may be exercised to keep the project within the working construction budget. Design work will not begin until authorized by the City. Construction documentation is not included, but is intended to be provided in a future scope of work (Phase 5 - Construction Documentation).

In order to provide the full scope of services needed to complete the design documents, Superbloom will engage the services of the below subconsultant companies. Subconsultant proposals are included as attachments at the end of this proposal as reference.

1. **Architectural Design by Michael Doty of Ketchum, ID (Exhibit A)**
2. **Civil Engineering by Benchmark of Ketchum, ID (Exhibit B)**
3. **Structural Engineering by Morell Engineering of Ketchum, ID (Exhibit C)**
4. **Irrigation Design by Baer Design Group of Boise, ID (Exhibit D)**

Subconsultant services provided under separate task order include the following:

5. **Stream and Floodplain Design by Rio ASE of Boise, ID** (see Task Order #6, dated 7/7/23, for 60% Permit Documentation; Construction Documents to be under future Task Order)

The sub-consultant team will assist with design services and documentation and with facilitating submittals to regulatory agencies. Their scopes specific to this proposal are outlined below.

## **PHASE 4     60% DESIGN**

8-10 weeks

The Design Development package will include all necessary drawings to fully describe the landscape design, grading, planting, materials and construction methodologies for the purposes of a contractor providing initial pricing (to be executed by Owner). Superbloom and the consultant team will provide necessary documentation for permit submittals required at this stage.

### **SUPERBLOOM SCOPE**

#### **Tasks**

- Develop required technical documentation for design development, including Paving Plans, Layout Plans, Grading Plans, Planting Plans, Sections, Elevations, and Construction Details
- Coordinate drawings with full sub-consultant team
- Finalize materials palette for all landscape elements in coordination with Client
- Facilitate and review outline specifications
- Meet with team to review all submittals
- Provide information and coordinate with the Client, the Wood River Land Trust and other stakeholders as needed
- Cost Estimate updates
- Lead the design team in preparation of project materials required for regulatory submittals
- Support Client and/or Wood River Land Trust in submittal of deliverables to regulatory agencies, as needed.
- Support (1) round of value-engineering, if needed.

#### **Travel**

If needed for collaboration and coordination, up to (1) Trip may be provided upon request. Expenses to be billed per section "Reimbursable Expenses" below.

#### **Meetings**

- (5) Biweekly client meetings
- (5) Biweekly team coordination meetings

#### **Deliverables**

60% Design Documents (to be submitted by Client or WRLT)\*

- (1) set to CITY OF KETCHUM (Floodplain Development Permit Application)
- (1) set to FEDERAL REGULATORY AGENCIES (US Army Corps of Engineers, "USACE")

*\*For the purposes of this scope, it is assumed these deliverables will be part of the same drawing/report package, but certain elements/drawings may be excluded from the USACE submittal as needed.*

# **SUB-CONSULTANT SCOPE**

## **1. Architect / Michael Doty**

The Architect will be responsible for the design and consultant coordination of the restroom/storage facility per the master plan. Project understand of the first-floor level includes two (2) accessible unisex restrooms, a +/- 1000 SF storage room, and a covered outdoor gathering area.

### **Tasks**

- Assist team with seeking approvals from local governing jurisdictions, such as the City of Ketchum Planning and Zoning, Building, and Fire Departments.
- Find consultants, coordinate their work, and provide them with base sheets in a digital format from which to work
- Provide ongoing cost value engineering through the Design Development Phase

### **Meetings**

(5) Biweekly team coordination meetings  
(1) Site Visit  
Client meetings as needed (up to 4)

### **Deliverables**

60% Design Documents

## **2. Civil Engineer / Galena - Benchmark**

The Civil Engineer will prepare 60% civil engineering design plans. This includes design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans, coordination with Idaho Power for electrical service to the restroom building, coordination of culverts under new roadway, and preparation of civil sheets for City Design Review.

### **Tasks**

- Design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans
- Coordinate with Idaho Power for electrical service to the restroom building
- Coordinate culverts under new roadway
- Prepare civil sheets for City Design Review.

### **Meetings**

(5) Biweekly team coordination meetings  
(1) Site Visit  
Client meetings as needed (up to 4)

### **Deliverables**

60% Design Documents

## **3. Structural Engineer / Morell**

The Structural Engineer will provide calculations and design for the WSP Comfort Station, an approximately 1680 gross square foot storage structure and comfort station. Construction is to be conventional wood frame construction, with some structural steel and a conventional cast in place concrete foundation.

Engineering Services does not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.

### **Tasks**

- Size structural members for gravity loads and wind and seismic loading and detailing of structural system for WSP Comfort Station
- Structural drafting services include drafting of required structural plans and details.

### **Meetings**

Coordination meetings with Architect, as needed

### **Deliverables**

60% Design Documents

## **4. Irrigation Designer / Baer Design Group**

The Irrigation Designer's work during this phase is two-fold: 1) Site Study & Stakeholder Meeting, followed by 2) Irrigation Master Plan and Construction Cost Estimate.

### **Tasks**

- Coordinate & Conduct Site Walk.
- Collaborate various irrigation methods and materials to be implemented in the design with stakeholders.
- Provide an irrigation master plan for all temporary and permanent irrigation demands on the proposed Preserve
- Develop preliminary head layout with mainline and lateral routing and coverage plan showing full and effective coverage areas.
- Calculate water use report summarizing monthly/annual average water demands and required pump/delivery performance based on multiple water windows
- Develop preliminary construction cost estimate will be provided and presented to the Client for discussion and comment prior to initiating construction documents.

### **Meetings**

(1) Site Study & Stakeholder Meeting

### **Deliverables**

60% Design Documents

(Irrigation Master Plan & Construction Cost Estimate)

## **ASSUMPTIONS/ EXCLUSIONS**

1. A Mechanical/Electrical/Plumbing Engineer (MEP) is not currently included in the scope of Design Development Services, but can be provided if needed as an additional service. It is assumed that the Architect will seek fee proposals for an MEP Engineer for the project for the next phase of design (Phase 5 - Construction Documents).
2. Survey, Geotechnical, and native plant consulting services are not included. It is assumed the Client will contract separately for these services as needed.
3. Stream restoration design & engineering services are provided under separate agreement (See Task Order #6).
4. Structural Engineering Services do not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.
5. All submittals will be in digital format. All submittal hard copies including Mylars can be provided with written consent as described in reimbursables.
6. All landscape drawings to be completed in AutoCAD format; specifications will be completed in Microsoft Word.

## **ADDITIONAL TASK ORDERS/ SERVICES**

The following services can be provided upon written request at the standard hourly rates or an agreed upon fixed fee in addition to the base design fee:

1. Construction Document, Bidding & Negotiation and Construction Phase services (see reference description herein, Phases 5-6) are not included in this proposal, but can be provided as a separate task order upon request.
2. Maintenance Guide: If desired, Superbloom can work with North Fork Natives to prepare an ongoing maintenance guide for the Preserve.

# Task Order #7 Design Fees

Hourly Fees,  
Not-to-Exceed

## PHASE 4 Design Development (60% Permit)

|                           |          |
|---------------------------|----------|
| SRPB Design Fees & Travel | \$52,696 |
| Sub-Consultant Fees       | \$36,920 |

---

|                                  |                     |                   |
|----------------------------------|---------------------|-------------------|
| <b>Total Fee (Task Order #7)</b> | <b>\$89,616</b>     | <b>including</b>  |
|                                  | <b>hourly, NTE*</b> | <b>expenses**</b> |

---

This exhibit is attached to and made a part of the Client's master agreement dated June 15, 2022 between the Client and Superbloom for the purposes of providing professional landscape services. Additional services or hours beyond above noted hours will be billed at the following rates only with prior approval from Client:

### Standard Billing Rates, 2023

Team billing rates below, provided for reference only. Rates subject to change annually. Superbloom will notify Client of updates 30 days prior to change.

#### Superbloom

|                               |             |
|-------------------------------|-------------|
| Principal/Landscape Architect | \$200.00/hr |
| Director                      |             |
| Senior Associate              | \$150.00/hr |
| Associate                     | \$135.00/hr |
| Senior Project Leader         | \$125.00/hr |
| Project Leader                | \$115.00/hr |
| Designer                      | \$100.00/hr |
| Intern                        | \$75.00/hr  |

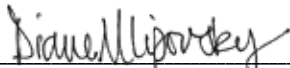
#### Reimbursable Expenses

Reimbursable expenses included in above fees include travel. Travel will be billed at the standard IRS rates in the year of travel. Standard office printing (small format) is also included in design fees.

The following costs, if approved in writing by the Client, shall be reimbursed at cost + 10% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specification manuals, reports and visual images; large format printing; xerography and photographic reproduction of drawings and other documents furnished or prepared for submittal to approving agencies for review.
- B. Printing and Mounting.
- C. Submittal and Application Fees
- D. Shipping Fees

IN WITNESS WHEREOF, the Parties have executed this Agreement.

By:  8/31/23  
Stacy Passmore or Diane Lipovsky, Principal

By: \_\_\_\_\_  
(signature) (date)

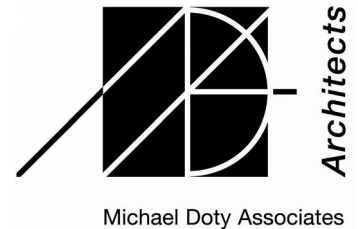
Studio Superbloom, LLC

Printed Name/Title: \_\_\_\_\_

By signing, Client acknowledges that they have read and understand this proposal, any additional scope of work and material selections and all documents referenced therein, along with the terms and conditions attached hereto. Client agrees that upon signature this Proposal becomes the sole contract between Client and Superbloom. By signing, Client confirms that it is the owner or duly authorized representative of the owner, of the property where work is to be performed and has full, binding, legal authority to enter into this Agreement.

## SUPERBLOOM

23 Lincoln Street, #200 Denver, CO 80203  
720.440.2668 | superbloom.net



29 August 2023

**■ Stacy Passmore & Diane Lipovsky**

Superbloom Landscape Architecture & Planning  
23 Lincoln Street  
Suite 200  
Denver, Colorado 80203

Sent via email

**Re: Warm Springs Preserve Welcome Building Architecture, Ketchum, Idaho**

Dear Stacy and Diane:

We greatly appreciate the opportunity to provide you with this proposal and look forward to the prospect of working together.

We have prepared this Proposal for an Agreement with Superbloom based upon MDA's understanding of the project at this time. Upon entering into an Agreement, our scope of work for Basic Services will be providing Design Development, Construction Documentation, and Construction Phase services based upon approved schematic design drawings provided by Superbloom for a single-story welcome / storage building containing approximately one hundred seventy six square feet of restroom area and approximately one-thousand square feet of storage area to be located on the City of Ketchum's Warm Springs Preserve property, Warm Springs Ranch Resort PUD, Block 6, Ketchum, Idaho.

As outlined in our discussions of project program and the review of approved schematic design drawings including 3D massing renderings, a site plan, a floor plan, and exterior elevations as provided by Superbloom, MDA understands that the extend of the first-floor level is to include: two (2) accessible unisex restrooms, a large storage room, and a covered outdoor gathering area.

■

Post Office Box 2792  
371 Washington  
Avenue North  
Ketchum, ID 83340  
Tel. 208.726.4228  
www.mda-arc.com

We will assist your team to seek approvals from local governing jurisdictions, such as the City of Ketchum Planning and Zoning, Building, and Fire Departments. We will help you find consultants, coordinate their work, and provide them with base sheets in a digital format from which to work. In conjunction with the design team, we will provide ongoing cost value engineering through the Design Development Phase.

The cost of third-party consultants, including without limitation, Geotechnical, Civil, Structural, Mechanical, and Electrical Engineering, Lighting Design, Building Envelope, Interior Design, Green Building Certification, Acoustic, Fire Suppression, Security, Audio / Visual, Network, Legal and/or other specialized consultant services, as may be required, have not been included in this proposal. If requested, photo-realistic 3D presentation graphics, LEED certification submittal coordination, and extensive field observation will be provided as an additional service. Should the need for these services arise, their scope and cost will be undertaken only after your request and approval.

We estimate our not-to-exceed Basic Services fee will break down as follows:

| <b>■Basic Services</b>                         | <b>Fee</b>                    |
|------------------------------------------------|-------------------------------|
| <b>Project Administration</b>                  | <b>\$2,160.00</b>             |
| <b>Project / Site Planning</b>                 | <b>\$0.00</b>                 |
| <b>Schematic Design Phase</b>                  | <b>\$864.00</b>               |
| <b>Design Review Phase</b>                     | <b>\$5,184.00</b>             |
| <b>Design Development Phase</b>                | <b>\$6,912.00</b>             |
| Construction Document Phase                    | \$19,440.00 (future approval) |
| Construction Phase (future approval)           | \$8,840.00 (future approval)  |
| <hr/> Proposed Basic Service Not to Exceed Fee | <hr/> \$34,560.00             |

Billings for Basic Services, described above, and Reimbursable Expenses, described below, will be provided monthly. Payments in full are due upon your receipt of our invoice. Amounts unpaid



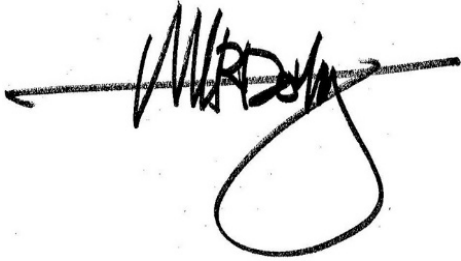
**Stacy Passmore & Diane Lipovsky**

Superbloom  
29 August 2023  
Page - 3 -

thirty (30) days from the invoice date are considered past due and are subject to an interest charge of one percent (1%) per month and will be subject to immediate work stoppage at our sole election. Reimbursable expenses for which you will be billed, and which are not included in Basic Services, shall include but not be limited to: check plots, plots and/or digital prints, scanning record drawings, presentation materials, photocopies and other reproductions, postage, overnight express shipping, travel, and other miscellaneous charges as may arise and are agreed to.

We again look forward to becoming an integral member of your project team and wish to express our commitment to you and the project.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Doty", written over a horizontal line.

**Michael Doty, AIA, LEED AP**  
*principal*

## EXHIBIT B- CIVIL ENGINEERING PROPOSAL

### GALENA-BENCHMARK ENGINEERING PROFESSIONAL SERVICES AGREEMENT

Project Number: 23059

Project Manager: PLJ

#### PARTIES

This Agreement is made this **April 21, 2023**, between:

Stacy Passmore  
Superbloom  
[stacy@superbloom.net](mailto:stacy@superbloom.net)  
Phone: 214-288-1517

Galena-Benchmark Engineering  
PO Box 733  
Ketchum, Idaho 83340  
Phone: 726-9512  
FAX: 726-9514

Hereinafter called "Client"

Hereinafter called "Consultant"

#### SUBJECT PROPERTY(S)

Client engages Consultant to provide professional services in connection with Warm Springs Ranch Resort Blocks 2 and 6 commonly known as Warm Springs Preserve , Ketchum, Idaho.

#### SCOPE OF SERVICES

Consultant agrees to perform services as follows:

##### TASK 1: 60% CIVIL ENGINEERING PRELIMINARY DESIGN

Benchmark will prepare 60% civil engineering design plans. This includes design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans, coordination with Idaho Power for electrical service to the restroom building, coordination of culverts under new roadway, and preparation of civil sheets for City Design Review.

##### DELIVERABLES

- 60% Civil Sheets for City Design Review submittal package.

Estimate: \$7,500 - \$12,000

##### TASK 2 CIVIL ENGINEERING FINAL DESIGN/CONSTRUCTION PLANS

Consultant will prepare construction plans including the following:

- Final grading and drainage plans & details for the access drive, parking lot and building site.
- Civil Utility Plans and Details for sewer service and water service connections to the building including boring under Warm Springs Creek.
- Drywell Calculations
- Pavement markings and signage.

##### DELIVERABLES

**Civil Construction Plans including the following plans stamped by an Idaho Professional Engineer:**

- Building site Grading and Drainage Plan
- Parking Lot Grading and Drainage Plan
- Roadway Plan, Profile, & Section; Drainage Plan
- Utility Plan
- Utility Details
- Road and Drainage Details

Estimate: \$5,000 - \$7,000

**MEETING ATTENDANCE/OUT OF SCOPE WORK**

Predicting the number of meetings and time commitments required to move this type of application through the approval process varies from project to project. Therefore, in the best interest of our clients, we have not included any meetings beyond those identified in the scope of work. If additional meetings or out of scope work is necessary, it will be billed on a time and materials basis. Meetings will be attended by representatives of Galena-Benchmark engineering upon prior written or electronic approval given by you or a designated representative.

**FEE**

Client agrees to compensate Consultant for all services on a *time and materials basis*. Based on the scope of services above our estimated fee is **\$12,500 - \$19,000** . Deviations from, changes to or items added to the scope above will impact our estimated fee. Estimate **does not** include application fees or other reimbursable expenses.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on pages 3 and 4 of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: \_\_\_\_\_

Consultant: GALENA-BENCHMARK ENGINEERING

By: \_\_\_\_\_

By: David Pattee

Title: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date: 04/21/23

### NOTICE OF ENTRY

When the Scope of Services above include field survey work and our survey crews will be required to enter or encroach upon adjoining properties, Consultant is required by Idaho Code 54-1230 to notify the land owner or occupant. Said notice *"shall give the professional land surveyor's name, address, telephone number, purpose, availability of the survey, and the presence of any temporary or permanent monuments or other markers to be established by the surveyor and left on the land."* Client acknowledges and permits Consultant to proceed with noticing when required by law.

### GENERAL CONDITIONS

1. Consultant shall invoice Client each month for the services performed under the Agreement. Client shall pay such invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5 percent per month. The invoice amounts shall be presumed to be correct unless Client notifies Consultant otherwise in writing within fourteen (14) days of receipt of the invoice.
2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by Client and may terminate this Agreement or pursue other available remedies.
3. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, expressed or implied, is made or intended by the Agreement.
4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of Client for the Project specified. No other use is authorized. Client will not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
6. Consultant's reports, maps, field data, drawings, test results and other similar documents are instruments of professional service, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in paragraph 5.
7. Client will make available to Consultant all information known to Client regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client will transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client. Client agrees to defend, indemnify, protect and hold harmless consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such inaccurate information.
8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.
9. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under direct control of Consultant, nor is Consultant responsible for any third party or Client acts or omissions or for any damages resulting therefrom.
10. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.
11. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the negligence or willful misconduct of Consultant.
12. Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out

of or relating to the Agreement to fifty thousand dollars (\$50,000). This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

13. Consultant is protected by Workers' Compensation Insurance, Employers' Liability Insurance, General Liability Insurance and Automobile Liability insurance for bodily injury and property damage and will furnish evidence thereof upon request. Consultant assumes the risk of damage to its own supplies and equipment.
14. Client shall be responsible for job site safety.
15. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and other parties of the existence of any hazardous or dangerous materials known by client to exist on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies or parties.
16. Business Hours are 8am to 5pm Monday through Friday. Regular survey hours are 7am to 5pm Monday through Friday. All work requested (performed) after these hours may be billed at time and a half (1.5x) hourly rate. Saturdays may be billed at time and a half (1.5x) hourly rate, Sundays may be billed at double the hourly rate (2x).
17. In the event Consultant's work is interrupted due to delay, other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.
18. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under paragraph 21 in this Agreement.
19. This Agreement may be terminated by either party upon ten (10) days written notice. In the event of a termination, Client shall pay for all reasonable charges for work performed by Consultant. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
20. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.
21. This Agreement, including attachment incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
23. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.
24. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any section thereof was drafted by said party.
25. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
26. Due to the changing nature of property, Consultant and the Client agree that after two years the drawings and maps shall be void and no further copies or digital files will be transmitted.
27. In the event the professional services provided by Benchmark result in litigation involving the subject property, the Client agrees that this contract will be reinstated and become effective in the event Benchmark personnel are compelled to provide testimony in court, in depositions related to said litigation. Client further agrees to pay the Consultant the current hourly rate for the personnel compelled to provide testimony or professional expertise.

\_\_\_\_\_ Initial By Client

DP Initial By Consultant



May 19, 2023

Stacy Passmore  
[stacy@superbloom.net](mailto:stacy@superbloom.net)  
Superbloom  
23 Lincoln Street, Suite 200  
Denver, Colorado 80203

**WSP Comfort Station - Agreement / Proposal for Structural Engineering Services**

**1. Parties to this Agreement**

- Superbloom – Landscape Architecture hereinafter referred to as Client
- Morell Engineering, P.C.

**2. Project Information**

WSP Comfort Station, Warm Springs Preserve, Ketchum, Idaho. An approximately 1680 gross square foot storage structure and comfort station, construction is to be conventional wood frame construction, with some structural steel and a conventional cast in place concrete foundation.

**3. Scope of Services**

Engineering Services include: sizing of structural members for gravity loads and wind and seismic loading and detailing of structural system. Engineering Services does not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Plans are to be drawn using electronic files provided by the architect. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.

**4. Structural Engineering and Structural Drafting Fees**

Approximate Fees to Permit Submittal ..... \$5,200.00 to \$7,500.00  
 Approximate fees during construction as needed on an hourly basis ... \$600.00 to \$2,400.00  
 Hourly Rates: Principal Engineer \$150.00 per hour                      CAD Draftsman \$100.00 per hour.  
 All revisions, site visits and field/construction time to be performed as additional services on an hourly basis as needed at current billing rates.

**5. Billing**

Billing will be submitted monthly on an hourly basis with payment due 14 days from invoice date.

**6. Limit of Liability**

In recognition of the relative risks and benefits of the project to the Client and Morell Engineering, P.C., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Morell Engineering, P.C. to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Morell Engineering, P.C. and his or her subconsultants to all those named shall not exceed the amount of \$50,000.00. The client agrees to indemnify and hold harmless Morell Engineering, P.C. from any and all claims originating from soil conditions, fire damage, forces above Building Department requirements, water damage or ice damage.

**7. Changes and Scheduling**

Scheduling and an approximate completion date are to be agreed upon prior to starting engineering. This proposal and schedules assumes that once work commences no changes occur in the buildings structural systems. Changes can void the agreed to schedule. Structural changes, which incur additional engineering, will be billed at our current billing rates. In the event of major structural changes the job will be re-proposed based on the changes. This proposal assumes that responses from Architect for requested information will be prompt, delays may affect schedule.

**8. Acceptance**

This agreement is entered into on the latest date appearing below between Client and Morell Engineering, P.C. . Morell Engineering, P.C. reserves the right to rescind this proposal until start of engineering upon review of office workload and scheduling. Please sign and return when accepted.



\_\_\_\_\_  
Matt P. Morell P.E., Morell Engineering, P.C. 5/19/23  
Date

\_\_\_\_\_  
Client Representative Date Print Name



Diane Lipovsky, PLA  
Superbloom  
23 Lincoln St. | Ste. 200  
Denver, CO 80203

**RE: Proposal for Irrigation Design & Consulting Services at Warm Springs Preserve | Ketchum, ID**

Ms. Lipovsky,

We are excited at the opportunity to provide you (Client) a proposal on this project. Baer Design Group (BDG) is proposing to provide professional irrigation design and consulting services for your proposed Warm Springs Preserve (WSP) restoration project in Ketchum, Idaho. The general scope of work includes coordinating and collaborating with all vested parties for a new irrigation pump station, temporary irrigation in wetland/native landscapes and permanent irrigation in manicured areas of the Preserve, estimated at approximately 30 total acres of irrigable land. The fees for each item are per the defined scope of work identified on the following pages of this proposal. Work listed herein includes planning/coordination, master planning, bid/construction documentation and, bid assistance.

Why partner with BDG:

- Location** - We are located in Boise, Idaho. Your project is easily accessible to our firm, allowing for rapid response time.
- Experience** - We have been professionally designing large irrigation systems in the northwest for over 20 years. We understand the soils, climactic factors and process that impact design and installation, operation, and maintenance of large technical irrigation systems.
- Team Player** - BDG is flexible to satisfy the demands of all parties involved in the project. We provide technical, functional, creative solutions and services that are feasible for vested parties.
- Large Complex Designs** – We have designed multiple irrigation systems with compatibility across entire municipalities with the goal of single point management and standardization of materials for ease of long term maintenance.
- Recommendations** - Our firm comes highly recommended by multiple clients.
- Award Winning Designs** – BDG has been awarded the highest level of achievement – Excellence in Irrigation Honor Award by the Irrigation Association. We provide you the tools to easily operate an efficient and highly capable irrigation system.

We greatly appreciate your interest in our services. We do not take this opportunity to work with you lightly and are fully committed to you, your project, the schedules and demands required for successful completion of your irrigation renovation project. The attached proposal is based on our web conference discussing project requirements, goals and schedules. Please let me know if we can modify our scope or approach to your project differently to better service you and this project. Please contact me should you have any questions.

Respectfully,

Greg Baer, PIC, PLA, CGIA  
Principal Irrigation Consultant







|         | No. | Task Item                                                   | Fees        | Term      |              |
|---------|-----|-------------------------------------------------------------|-------------|-----------|--------------|
| Phase 1 | 1   | Site Study & Stakeholder Meeting<br><i>(One Site Visit)</i> | \$ 1,900    | Fixed Fee | \$6,800      |
|         | 2   | Irrigation Master Plan and Construction Cost Estimate       | \$ 4,900    | Fixed Fee |              |
| Phase 2 | 3   | Construction Documents and Specifications                   | \$ 6,900    | Fixed Fee | future scope |
|         | 4   | Bidding Assistance<br><i>(One Site Visit)</i>               | \$ 1,500    | Fixed Fee |              |
|         | 9   | Estimated Reimbursable Expenses (Cost +10%)                 | \$ 500/Trip | Budget    |              |

### 1. Site Study & Stakeholder Meeting

**BDG** will walk the site with the design team and stakeholder to better understand and visualize project demands and to conceptualize the design approach with stakeholders. Following the site study, BDG will collaborate various irrigation methods and materials to be implemented in the design with stakeholders.

### 2. Irrigation Master Plan and Construction Cost Estimate

**BDG** will provide an irrigation master plan for all temporary and permanent irrigation demands on the proposed Preserve.

Plans prepared in this phase will include a preliminary head layout with mainline and lateral routing and coverage plan showing full and effective coverage areas. **BDG** will provide a calculated water use report summarizing monthly/annual average water demands and required pump/delivery performance based on multiple water windows. A preliminary construction cost estimate will be provided and presented to the **Client** for discussion and comment prior to initiating construction documents.

### 3. Construction Documentation and Specifications

**BDG** will provide construction documents and specifications for the proposed irrigation systems and pumping station. Construction documentation shall include a plan set with a mechanical plan, electrical plan, station detail plan, notes, details, and specifications. Technical specifications with bidding requirements, material specifications and installation requirements will accompany the plan set. These documents shall be used to obtain competitive material and construction bids for the project.

### 4. Bidding Assistance

Once the final bid and construction package is finalized **BDG** will assist **Client** in bidding the project. Bidding services shall include answering all questions related to the irrigation drawings and products specified on the project, reviewing all bids and providing recommendation on awarding the project.

### Additional Services

When specifically requested, work not described above shall be performed as additional services. This work may include, but is not limited to:

- A. Design revisions requested by **Client** following **Client** approval of Construction Documents. If design revisions are requested, **BDG** will perform the additional services after receiving written authorization.
- B. Providing any other services not specifically included in this proposal.



**Reimbursable Expenses**

Incidental reimbursable expenses are included in the project fees. The following costs shall be reimbursed at cost + 10% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specification manuals, reports and visual images; xerography and photographic reproduction of drawings and other documents furnished or prepared for submittal to approving agencies for review.
- B. Printing and Mounting.
- C. Submittal and Application Fees
- D. Travel Expenses such as airfare, rental car, mileage, room and board, meals directly associated to this project. Excludes localized travel expenses.
- E. Shipping Fees.

Ms. Lipovsky,

We are excited to be considered for this project and are looking forward to a productive working relationship with you and your team. We are confident in our abilities to provide you with the high quality, functional, and aesthetically pleasing design that you require.

Services rendered above are billed monthly as a percentage of work is completed per task. Should any portion of this work be canceled, **BDG** will not invoice for any services not yet provided. **BDG** is available to review scope of work, redefine tasks and negotiate the contract as necessary to complete the project in its entirety.

If this proposal meets your approval, please sign and return one copy for our files. A signed proposal will serve as a notice to proceed.

The **Clients'** signature below will be considered an authorization to proceed with the work contracted through **Baer Design Group, LLC** and acceptance of the Terms and Conditions outlined herein.

Sincerely,

APPROVED BY:

Name (Printed): \_\_\_\_\_ Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: September 5, 2023 Staff Member/Dept: Jade Riley/Administration

Agenda Item: FY2024 Budget Public Hearing, Third Reading, and adoption of Ordinance 1251

Recommended Motion:

"I move approval of third reading by title only of Ordinance 1251."
"I move adoption of Ordinance 1251."

Reasons for Recommendation:

Idaho Title 50, Chapter 10.1002, Annual Budget
On June 26 the annual budget workshop was held where staff presented the draft budget for Council feedback. Overall, the Council supported the draft budget with the following homework items:
• Mountain Rides grant capital match request (\$600,000)
• General Fund contribution to Housing
The formal public budget hearing was held on July 17. Staff welcomes further policy guidance from the Council regarding any other amendments to the proposed budget.
• NOTE: On page 4 of the budget book, there was a clerical error for the Housing FTE count. It stated 2.5 and it should total 4 FTE.

Policy Analysis and Background (non-consent items only):

[Empty box for Policy Analysis and Background]

Sustainability Impact:

The Budget currently allocates fund of \$88,000 for sustainability activities in the General Fund

Financial Impact:

FY2024 Proposed Budget \$39,687,376 total planned revenue and total planned expenses

Attachments:

- 1. FY2024 Budget Ordinance 1251
2. FY2024 Proposed Budget

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho:

SECTION 1: That the sum of \$39,687,376 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2023.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Fire and Rescue, Street and Facility Maintenance, and Non-Departmental.

|                    |            |
|--------------------|------------|
| Total General Fund | 14,487,699 |
|--------------------|------------|

SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department, or function:

|                                     |            |
|-------------------------------------|------------|
| Water Fund                          | 3,168,928  |
| Water Capital Improvement Fund      | 785,000    |
| Wastewater Fund                     | 3,576,024  |
| Wastewater Capital Improvement Fund | 3,923,653  |
| Total Water and Wastewater Funds    | 11,453,605 |

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department, or function:

|                                                 |            |
|-------------------------------------------------|------------|
| General Capital Improvement Fund                | 2,102,563  |
| Wagon Days Fund                                 | 171,250    |
| Original LOT Fund                               | 3,299,890  |
| Additional 1%-LOT Fund                          | 2,682,842  |
| GO Bond Debt Fire Fund                          | 610,769    |
| Community Housing In-Lieu Fund                  | 1,320,000  |
| City/County Housing (Strategic Initiative) Fund | 1,833,708  |
| Police Trust Fund                               | 7,500      |
| Parks & Recreation Trust Fund                   | 1,067,550  |
| Development Trust Fund                          | 650,000    |
| Total Other Funds                               | 13,746,072 |

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2023.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval, and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 5th day of September 2023.

ATTEST:

\_\_\_\_\_  
NEIL BRADSHAW, MAYOR

\_\_\_\_\_  
TRENT DONAT, CITY CLERK



# City of Ketchum | Fiscal Year 2024 Proposed Budget





**Neil Bradshaw – Mayor**

**Jim Slanetz – Council President**

**Amanda Breen – Council Member**

**Michael David – Council Member**

**Courtney Hamilton – Council Member**

**Jade Riley – City Administrator**

**Shellie Gallagher – City Treasurer**

**Aly Swindley – Management Analyst**





Following three years of unprecedented growth and change in our small mountain town, we are seeing the first signs of a return to the normal ebb and flow of mountain life. The “shoulder” or “slack” periods are returning but the seasonal slowdown is not as long or as pronounced as in pre-pandemic years.

After steep rises in both property prices and rental rates, increases have slowed and prices have plateaued, although at significantly higher levels. The higher property values continue to put a strain on the inventory of workforce housing and the affordability of living here. In turn, it has made it harder for local workers and businesses to provide goods and services to our residents and visitors.

While property values may have increased significantly, by state law the City's property tax revenue can only increase by 3%. This is far below the cost increases that we are experiencing. The disparity between the rate of revenue growth and rate of inflation creates a squeeze on our budget. Furthermore, the anticipated return to “normal” tourist visitation will likely lead to a slight decline in 2024 Local Option Tax (LOT) revenues despite inflationary effects.

To best address this challenge, our budget must adjust to the growing demands on our town and our efforts must be focused on three main areas:

**1. Housing for year-round residents**

- With the recent passing of the LOT ballot measure, we have more than \$1.5m of dedicated funds towards supporting our Housing Action Plan.

**2. Preserving the character and soul of Ketchum**

- We have funded an ambitious project to update our city comprehensive plan and zoning code that better reflects our community values and expectations whilst providing greater direction to prospective developers.

**3. Investing in our city's infrastructure**

- Our 5-year Capital Improve Plan (CIP) continues to prioritize the growing demand on city infrastructure although financial constraints continue to persist.

Our budget is aligned with our vision for Ketchum; namely a city that is **vibrant, connected, sustainable and safe**.



|                                        |         |
|----------------------------------------|---------|
| <b>BUDGET OVERVIEW</b>                 |         |
| Executive Summary                      | Page 1  |
| Revenue / Expenditure Overview by Fund | Page 2  |
| Authorized Staffing Overview by Fund   | Page 4  |
| General Fund Summary                   | Page 5  |
| <b>DEPARTMENTS</b>                     |         |
| Administration                         | Page 12 |
| Fire & Rescue                          | Page 14 |
| Legal Services                         | Page 17 |
| Legislative & Executive                | Page 18 |
| Planning & Building                    | Page 20 |
| Police                                 | Page 22 |
| Recreation                             | Page 24 |
| Streets & Facilities                   | Page 26 |
| <b>NON-DEPARTMENTAL</b>                | Page 29 |
| <b>LOCAL OPTION TAX FUND</b>           | Page 31 |
| <b>CAPITAL IMPROVEMENT PLAN</b>        | Page 38 |
| <b>ENTERPRISE FUNDS</b>                |         |
| Water Division                         | Page 45 |
| Wastewater Division                    | Page 52 |

|                                                                                                                                                                                                                                                                                        |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>COMMUNITY HOUSING (CITY/COUNTY) FUND</b>                                                                                                                                                                                                                                            | Page 59 |
| <b>TRUST FUNDS</b>                                                                                                                                                                                                                                                                     | Page 61 |
| Development                                                                                                                                                                                                                                                                            |         |
| Parks and Recreation                                                                                                                                                                                                                                                                   |         |
| Police                                                                                                                                                                                                                                                                                 |         |
| <b>OTHER FUNDS</b>                                                                                                                                                                                                                                                                     | Page 63 |
| General Obligation and Debt Service Fund                                                                                                                                                                                                                                               |         |
| Community Housing In-Lieu                                                                                                                                                                                                                                                              |         |
| Wagon Days Fund                                                                                                                                                                                                                                                                        |         |
| <b>APPENDIX I – PROPOSED FEE SCHEDULE CHANGES</b>                                                                                                                                                                                                                                      |         |
| <b>APPENDIX II – CONTRACTS FOR SERVICES</b>                                                                                                                                                                                                                                            |         |
| <ul style="list-style-type: none"> <li>• Blaine County Sheriff – Ketchum Patrol Team</li> <li>• Idaho Dark Sky Alliance</li> <li>• Friends of the Sawtooth Avalanche Center</li> <li>• Mountain Humane</li> <li>• Mountain Rides</li> <li>• Sun Valley Economic Development</li> </ul> |         |



The Fiscal Year 2024 proposed budget assumes \$39,687,376 in total planned expenses and revenues. The total budget consists of the General Fund, Local Option Tax Fund, Capital Improvement Fund, two Enterprise Funds (Water and Wastewater), and four trusts or restricted purpose funds. The city adheres to the Government Finance Officers Association best practices when developing the budget. Specifically, this proposed budget ensures that ongoing costs are aligned with ongoing revenue sources. In addition, the proposed budget recommends that only a portion of the increased revenues be allocated to ongoing expenses in the event of an economic downturn.

The revenue forecast for the General Fund is less than Fiscal Year 2023 due to a lower forecast of planning and building revenues. The budget assumes a three percent increase of \$196,788 in property tax revenues as allowed by state law to fund inflationary expenses. State shared revenues have been adjusted by \$358,325 due to recent legislative formula adjustments. Revenue forecast for the Local Option Tax Fund was decreased to reflect a return to pre-COVID visitation numbers. The draft budget recommends that any additional revenues be allocated to support the Capital Improvement Plan.

The draft budget allocates funding for a new full-time administrative support position in the Administration Department to support the City Clerk/Business Manager. The budget makes allowances for a compensation increase for both contract (Fire Dept.) and non-contract employees to keep pace with inflation. Expenses related to health care and utilities (Idaho Power) were increased due to external rate changes. The General Fund as proposed is balanced as required by state law but the five-year forecast outlines future deficits based on historical cost increases and revenue performance. Staff will request policy guidance from the City Council during the budget workshop on this matter.

The city has two enterprise funds (Water & Wastewater), which are self-supporting via monthly customer charges. In November of 2022, voters overwhelmingly supported the issuance of up to \$14 million in bonds to support the implementation of the newly adopted twenty-year Master Wastewater Facility Plan. During the spring of 2023, the city issued the first \$7 million in bonds to fund the next three to five years of capital improvement projects. The ten-year financial model assumes a five-percent rate increase in FY24.

The capital improvement plan and associated 10-year financial forecast for the Water Division has been updated and is reflected in the draft budget expenses. The City Council previously approved the transition towards a broader tiered rate structure similar to the City of Hailey's in order to promote water conservation. The financial forecast assumes a five-percent rate increase to recover increased costs for utilities (power) and personnel.

The following pages provide an overview of all funds by revenue and expense; department details are covered on pages 11-28. Details regarding outside contract entities are included as an appendix.



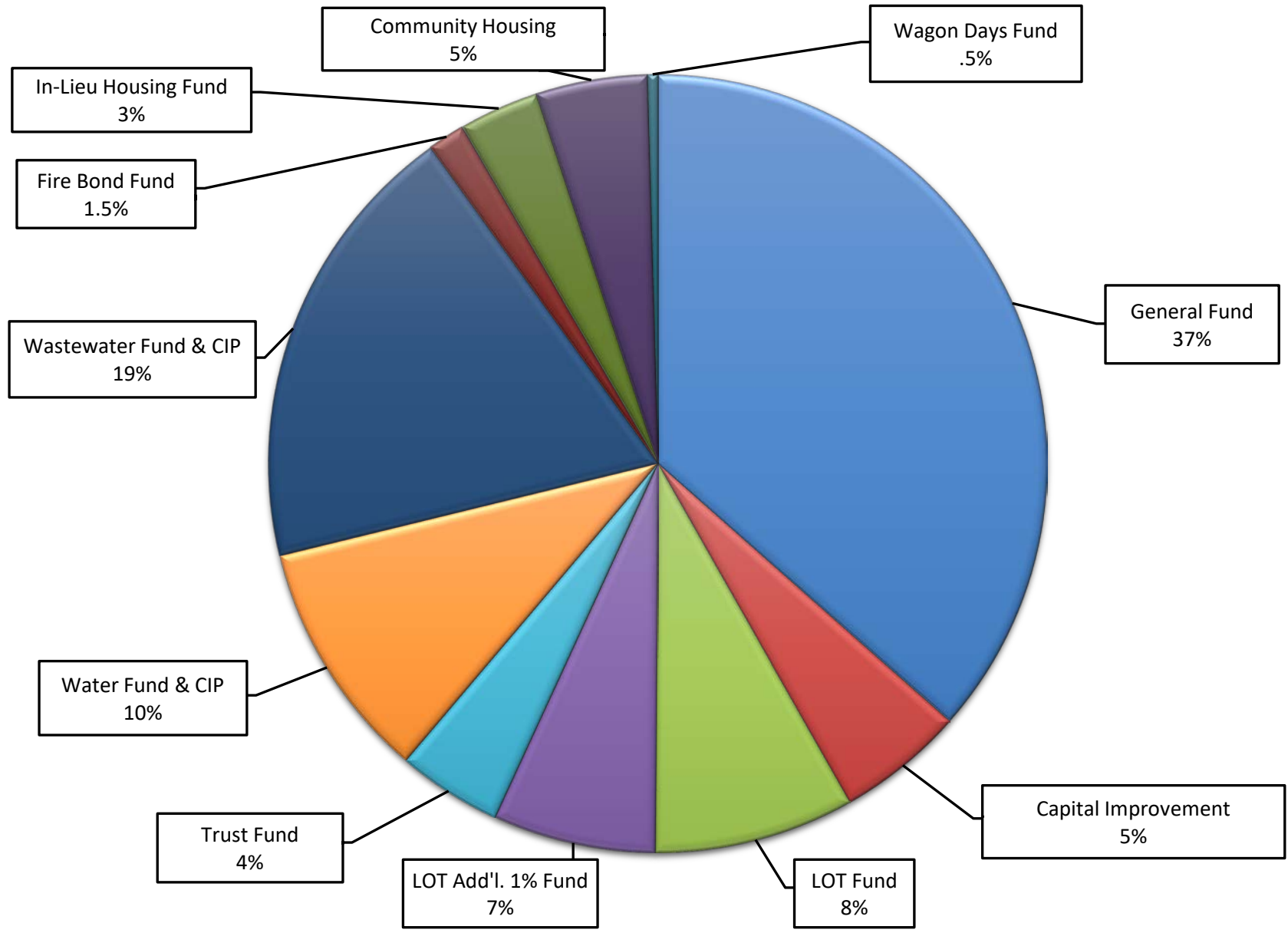
City of Ketchum | 2024 Draft Budget  
 Revenue / Expenditure Overview by Fund

| AMENDED FY 2023       | FY 2022 Audited Fund Balance | FY 2022 Committed & Restricted | FY 2023 Assigned Fund Balance | FY 2023 Revenue      | FY2023 Expense       | FY 2023 Ending Balance Less Committed & Restricted |
|-----------------------|------------------------------|--------------------------------|-------------------------------|----------------------|----------------------|----------------------------------------------------|
| General Fund          | \$ 5,763,011                 | \$ (2,214,457)                 | \$ 89,956                     | \$ 14,047,265        | \$ 14,137,221        | \$ 3,458,598                                       |
| Capital Improvement   | \$ 2,418,246                 | \$ (1,000,000)                 | \$ 1,418,246                  | \$ 1,131,128         | \$ 2,549,374         | \$ 1,000,000                                       |
| LOT Fund              | \$ 400,563                   | \$ -                           | \$ 400,563                    | \$ 3,237,372         | \$ 3,637,935         | \$ -                                               |
| Additional 1%         | \$ 1,021,495                 | \$ -                           | \$ 904,900                    | \$ 2,766,247         | \$ 3,671,147         | \$ 116,595                                         |
| Trust Fund            | \$ 255,394                   | \$ -                           | \$ 255,394                    | \$ 1,124,562         | \$ 1,379,956         | \$ -                                               |
| Water Fund & CIP      | \$ 3,248,329                 | \$ -                           | \$ 693,353                    | \$ 2,952,268         | \$ 3,645,621         | \$ 2,554,976                                       |
| Wastewater Fund & CIP | \$ 2,961,801                 | \$ -                           | \$ 1,352,198                  | \$ 16,764,013        | \$ 11,116,211        | \$ 8,609,603                                       |
| Fire Bond Fund        | \$ 278,065                   | \$ -                           | \$ 268,722                    | \$ 611,769           | \$ 880,491           | \$ 9,343                                           |
| In-Lieu Housing Fund  | \$ 2,366,256                 | \$ -                           | \$ 2,366,256                  | \$ 305,000           | \$ 2,671,256         | \$ -                                               |
| Community Housing     | \$ 552,000                   | \$ -                           | \$ 552,000                    | \$ 889,434           | \$ 1,441,434         | \$ -                                               |
| Wagon Days Fund       | \$ 17,854                    | \$ -                           | \$ 17,854                     | \$ 151,550           | \$ 169,404           | \$ -                                               |
| <b>TOTAL FUNDS</b>    | <b>\$ 19,283,014</b>         | <b>\$ (3,214,457)</b>          | <b>\$ 8,319,442</b>           | <b>\$ 43,980,608</b> | <b>\$ 45,300,050</b> | <b>\$ 15,749,115</b>                               |

| FY 2024               | Beginning Fund Balance Not Audited | FY 2023 Committed & Restricted | FY 2024 Assigned Fund Balance | FY 2024 Revenue      | FY 2024 Transfers   | FY 2024 Expense      | FY 2024 Transfers   | FY 2024 Ending Balance | FY 2024 Committed, Restricted, CIP not complete | FY 2024 Ending Balance Less Committed & Restricted |
|-----------------------|------------------------------------|--------------------------------|-------------------------------|----------------------|---------------------|----------------------|---------------------|------------------------|-------------------------------------------------|----------------------------------------------------|
| General Fund          | \$ 3,458,598                       | \$ 2,214,457                   | \$ 674,835                    | \$ 10,798,630        | \$ 3,014,234        | \$ 14,487,699        | \$ -                | \$ 4,998,220           | \$ (2,462,909)                                  | \$ 2,535,311                                       |
| Capital Improvement   | \$ -                               | \$ 1,000,000                   | \$ 1,320,000                  | \$ 782,563           | \$ -                | \$ 2,102,563         | \$ -                | \$ 1,000,000           | \$ (1,000,000)                                  | \$ -                                               |
| LOT Fund              | \$ -                               | \$ -                           | \$ 104,000                    | \$ 3,195,890         | \$ -                | \$ 1,086,236         | \$ 2,213,654        | \$ -                   | \$ -                                            | \$ -                                               |
| Additional 1%         | \$ 116,595                         | \$ -                           | \$ 116,595                    | \$ 2,566,247         | \$ -                | \$ 2,616,595         | \$ 66,247           | \$ -                   | \$ -                                            | \$ -                                               |
| Trust Fund            | \$ -                               | \$ -                           | \$ 1,725,050                  | \$ -                 | \$ -                | \$ 1,725,050         | \$ -                | \$ -                   | \$ -                                            | \$ -                                               |
| Water Fund & CIP      | \$ 2,554,976                       | \$ -                           | \$ 539,883                    | \$ 3,414,045         | \$ -                | \$ 3,193,928         | \$ 760,000          | \$ 2,015,093           | \$ -                                            | \$ 2,015,093                                       |
| Wastewater Fund & CIP | \$ 8,609,603                       | \$ -                           | \$ 1,498,226                  | \$ 5,421,524         | \$ 579,927          | \$ 6,919,750         | \$ 579,927          | \$ 7,111,377           | \$ -                                            | \$ 7,111,377                                       |
| Fire Bond Fund        | \$ 9,343                           | \$ -                           | \$ -                          | \$ 610,769           | \$ -                | \$ 610,769           | \$ -                | \$ -                   | \$ -                                            | \$ -                                               |
| In-Lieu Housing Fund  | \$ -                               | \$ -                           | \$ -                          | \$ 1,320,000         | \$ -                | \$ 1,320,000         | \$ -                | \$ -                   | \$ -                                            | \$ -                                               |
| Community Housing     | \$ -                               | \$ -                           | \$ 148,152                    | \$ 1,685,556         | \$ -                | \$ 1,833,708         | \$ -                | \$ -                   | \$ -                                            | \$ -                                               |
| Wagon Days Fund       | \$ -                               | \$ -                           | \$ -                          | \$ 171,250           | \$ -                | \$ 171,250           | \$ -                | \$ -                   | \$ -                                            | \$ -                                               |
| <b>TOTAL FUNDS</b>    | <b>\$ 14,749,115</b>               | <b>\$ 3,214,457</b>            | <b>\$ 6,126,741</b>           | <b>\$ 29,966,474</b> | <b>\$ 3,594,161</b> | <b>\$ 36,067,548</b> | <b>\$ 3,619,828</b> | <b>\$ 15,124,690</b>   | <b>\$ (3,462,909)</b>                           | <b>\$ 11,661,781</b>                               |



City of Ketchum | 2024 Draft Budget  
Revenue / Expenditure Overview by Fund



# Authorized Staffing Overview by Fund

| Position                                         | FY 21/22 Budget | FY 22/23 Budget | FY 23/24 Budget | Position                                         | FY 21/22 Budget        | FY 22/23 Budget        | FY 23/24 Budget |
|--------------------------------------------------|-----------------|-----------------|-----------------|--------------------------------------------------|------------------------|------------------------|-----------------|
| <b>Legislative &amp; Executive</b>               |                 |                 |                 | <b>Streets</b>                                   |                        |                        |                 |
| Mayor                                            | 1               | 1               | 1               | Director of Streets & Facility Maintenance       | 1                      | 1                      | 1               |
| City Council Members                             | 4               | 4               | 4               | Street Supervisor                                | 1                      | 1                      | 1               |
|                                                  | 5               | 5               | 5               | Sr. Street Mechanic                              | 1                      | 1                      | 1               |
| <b>Administration</b>                            |                 |                 |                 | Street Crew Lead                                 | 1                      | 1                      | 1               |
| City Administrator                               | 1               | 1               | 1               | Equipment Operator III                           | 1                      | 3                      | 3               |
| Public Affairs & Administrative Services Manager | 1               | 1               | 1               | Equipment Operator II                            | 3                      | 1                      | 1               |
| City Treasurer                                   | 1               | 1               | 1               | Equipment Operator I                             | 0                      | 1                      | 1               |
| City Clerk                                       | 1               | 1               | 1               | Shared position with Facility Maintenance        | 0.5                    | 0.5                    | 0.5             |
| Administrative Clerk                             | 0               | 0               | 1               | Equipment Operator (winter only)                 | 3                      | 3                      | 3               |
| Deputy Treasurer                                 | 1               | 1               | 1               | Administrative Assistant                         | 1                      | 1                      | 1               |
| Deputy Clerk                                     | 1               | 1               | 0               | Winter seasonal                                  | 2                      | 1                      | 1               |
| Business License & Tax Specialist                | 1               | 1               | 1               |                                                  | 14.5                   | 14.5                   | 14.5            |
| Special Event Manager                            | 0               | 0               | 1               | <b>Facility Maintenance</b>                      |                        |                        |                 |
| Administrative Assistant (Public Counter)        | 1               | 1               | 1               | Maintenance Supervisor/City Arborist             | 1                      | 1                      | 1               |
| Management & Communications Analyst              | 1               | 1               | 1               | Buildings and Facilities Supervisor              | 1                      | 1                      | 1               |
|                                                  | 9               | 9               | 10              | Grounds Supervisor                               | 1                      | 1                      | 1               |
| <b>Fire &amp; Rescue</b>                         |                 |                 |                 | Maintenance Worker --WSP                         | 0                      | 1                      | 1               |
| Fire Chief                                       | 1               | 1               | 1               | Maintenance Assistant 1 shared                   | 1.5                    | 1.5                    | 1.5             |
| Assistant Fire Chief/Fire Marshall               | 1               | 1               | 1               | Maintenance Assistant (seasonal)                 | 1                      | 1                      | 1               |
| Fire Inspector                                   | 1               | 1               | 1               | Maintenance Janitors                             | 0                      | 2                      | 2               |
| Captain                                          | 3               | 3               | 3               |                                                  | 5.5                    | 8.5                    | 8.5             |
| Sr. Lieutenant                                   | 2               | 2               | 2               | <b>Enterprise Funds</b>                          |                        |                        |                 |
| Lieutenant                                       | 4               | 4               | 4               | Public Works Director                            | 1                      | 1                      | 1               |
| Engineer/Firefighter                             | 2               | 2               | 2               | Water Division Supervisor                        | 1                      | 1                      | 1               |
| Firefighter/EMT                                  | 0               | 1               | 2               | Water Utilities Supervisor                       | 1                      | 1                      | 1               |
| Fire Clerk                                       | 1               | 1               | 1               | Water Utilities Office Coordinator (shared)      | 0.5                    | 0.5                    | 0.5             |
| Volunteer Firefighters                           | 40              | 40              | 40              | Water Utility Maintenance Worker                 | 3                      | 3                      | 3               |
|                                                  | 15              | 16              | 17              | Wastewater Division Supervisor                   | 1                      | 1                      | 1               |
| <b>Police</b>                                    |                 |                 |                 | Wastewater Collection Supervisor                 | 1                      | 1                      | 1               |
| Community Services Officer                       | 2.5             | 2.5             | 2.5             | Wastewater Plant Lab Technician                  | 1                      | 1                      | 1               |
| <b>Recreation</b>                                |                 |                 |                 | Wastewater TP Lead Operator                      | 1                      | 1                      | 1               |
| Director of Recreation                           | 1               | 1               | 1               | Sr. Wastewater Utilities Operator                | 1                      | 1                      | 1               |
| Recreation Supervisor                            | 1               | 1               | 1               | Wastewater Utilities Office Coordinator (shared) | 0.5                    | 0.5                    | 0.5             |
| Community Recreation Supervisor                  | 1               | 1               | 1               |                                                  | 12                     | 12                     | 12              |
| Youth Recreation Supervisor                      | 1               | 1               | 1               |                                                  |                        |                        |                 |
| Seasonal and PT Employees                        | 4 to 20         | 4 to 20         | 4 to 20         | <b>City Staffing Summary</b>                     |                        |                        |                 |
|                                                  | 4               | 4               | 4               | <b>FY 21/22 Budget</b>                           | <b>FY 22/23 Budget</b> | <b>FY 23/24 Budget</b> |                 |
| <b>Planning &amp; Building</b>                   |                 |                 |                 | Legislative & Executive                          | 5                      | 5                      | 5               |
| Director of Planning and Building                | 1               | 1               | 1               | Administration                                   | 9                      | 9                      | 10              |
| Senior Planner                                   | 2               | 2               | 2               | Fire & Rescue                                    | 15                     | 16                     | 17              |
| Associate Planner                                | 1               | 2               | 2               | Police                                           | 2.5                    | 2.5                    | 2.5             |
| Planning Technician                              | 1               | 1               | 1               | Recreation                                       | 4                      | 4                      | 4               |
| Planning Intern                                  | 0               | 0               | 0.5             | Planning & Building                              | 5                      | 6                      | 6.5             |
|                                                  | 5               | 6               | 6.5             | Streets                                          | 14.5                   | 14.5                   | 14.5            |
| <b>City Housing</b>                              |                 |                 |                 | Facility Maintenance                             | 5.5                    | 8.5                    | 8.5             |
| Executive Director                               | 0               | 1               | 1               | Utility Director                                 | 1                      | 1                      | 1               |
| Program Administrator & Case Manager (BCC)       | 0               | 1               | 1               | Water                                            | 5.5                    | 5.5                    | 5.5             |
| Administrative Assistant                         | 0               | 0.5             | 2               | Wastewater                                       | 5.5                    | 5.5                    | 5.5             |
|                                                  | 0               | 2.5             | 4               | City Housing                                     | 0                      | 2.5                    | 4               |
|                                                  |                 |                 |                 | <b>Totals</b>                                    | <b>72.5</b>            | <b>80</b>              | <b>84</b>       |





City of Ketchum | 2024 Draft Budget  
General Fund Summary

---

The General Fund is the City's primary source of funding for daily operations ranging from police and fire/EMS services to street maintenance to children's recreation programs. The primary revenue sources for the fund include property taxes, state revenue sharing, transfer from the Local Option Tax Fund, planning and building permits, and franchise fees.

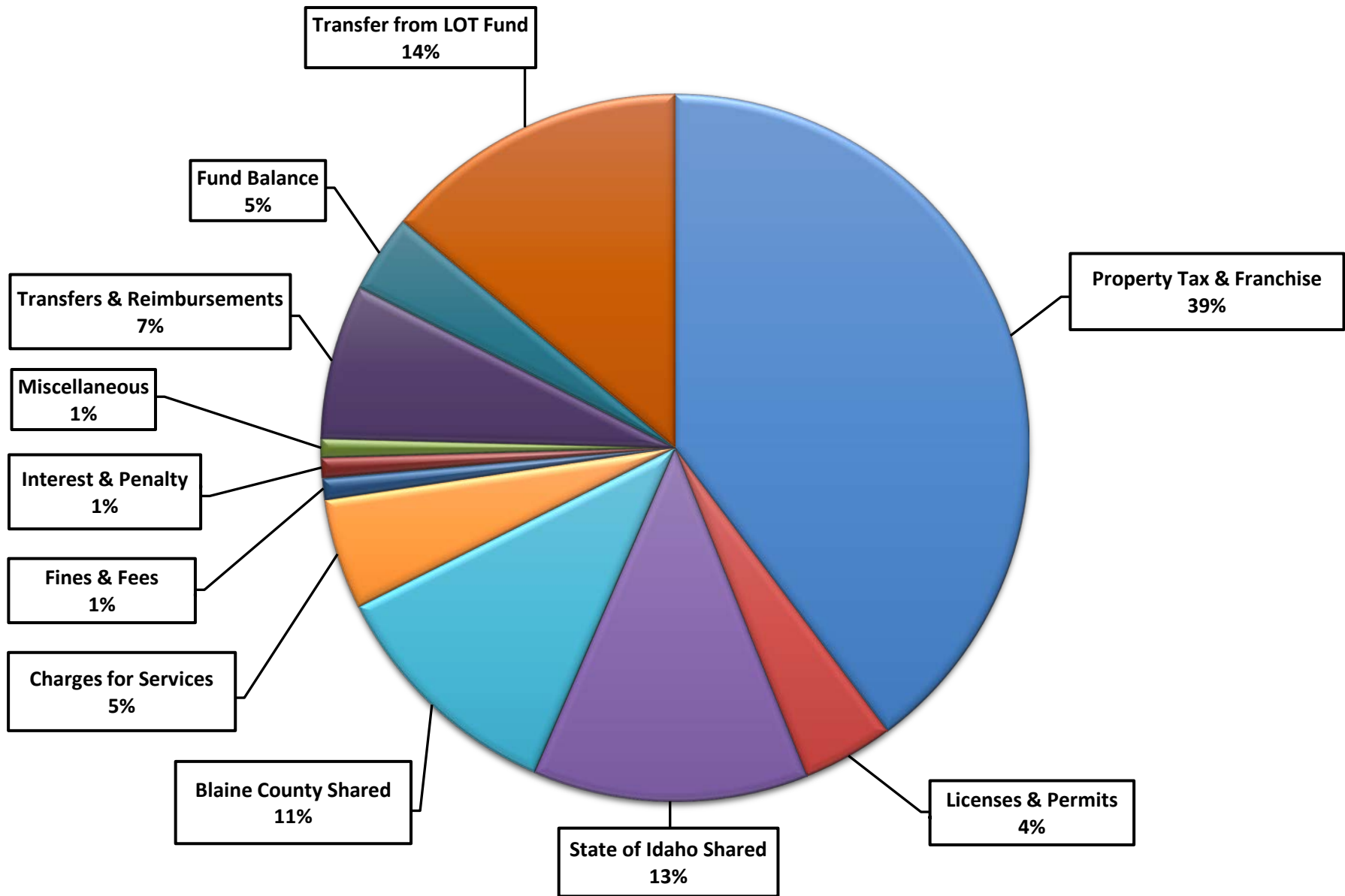
Revenues are forecasted to slightly decrease of approximately \$207,000 compared to the city amended budget from FY2023. However, the following revenues will see an increase: Local Option Tax transfer by \$100,000; property tax and franchise fees by \$289,031; and state and county shared fees by \$81,263.

Planned expenses are proposed to decrease by \$7,133 with \$150,000 in one-time spending. The revised budget allocates on-going funding for increases in health care, vehicle fuel, and power due to external rate changes. The revised budget allocates a blend of a 3% base compensation increase and a one-time 3% bonus.

The draft budget also allocates funding to add one full-time position in the Administration Department for overall assistance to city departments. Partial funding (\$50,000) was identified through altering the current communications contract. The budget makes allowances for the third year in the collective bargaining agreement with the Fire Department.

It is important to note that the recommended budget adheres to the restricted fund balances set by City Council of 17%.

# FY 2024 General Fund Resources





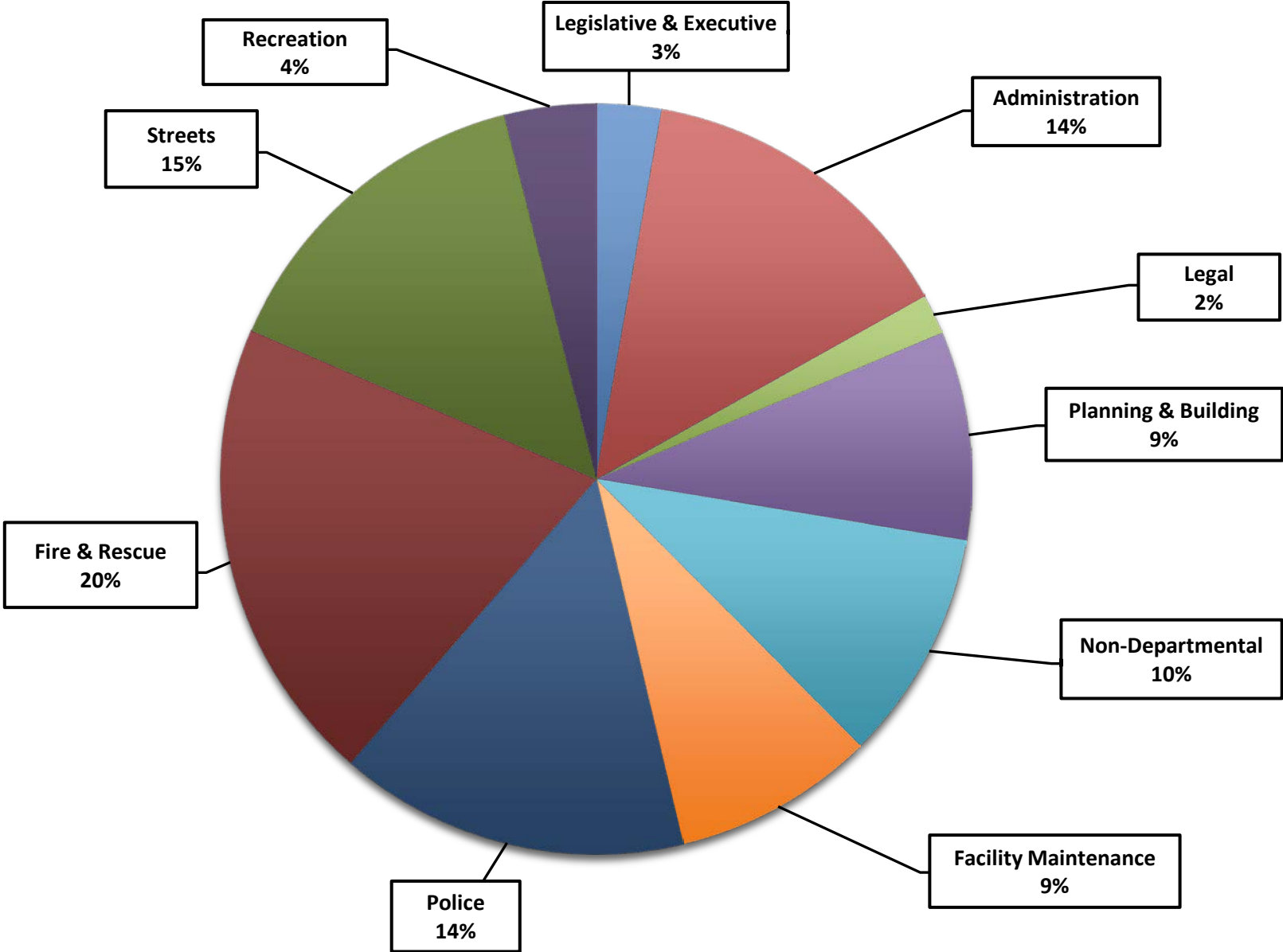
# General Fund Detailed Revenue

|    |                                        | FY 2021 AUDITED  | FY 2022 AUDITED  | FY 2023 AMENDED  | FY 2024 PROPOSED |
|----|----------------------------------------|------------------|------------------|------------------|------------------|
|    |                                        | ACTUALS          | ACTUALS          | BUDGET           | BUDGET           |
| 1  | <b>1. PROPERTY TAX &amp; FRANCHISE</b> | <b>5,143,167</b> | <b>5,389,344</b> | <b>5,507,486</b> | <b>5,704,274</b> |
| 2  | 1000-GENERAL PROPERTY TAXES            | 4,603,017        | 4,783,073        | 4,895,073        | 5,065,132        |
| 3  | 1050-PROPERTY TAX REPLACEMENT          | 11,416           | 11,373           | 11,714           | 11,800           |
| 4  | 6100-IDAHO POWER FRANCHISE             | -                | -                | -                | -                |
| 5  | 6110-GAS FRANCHISE                     | 97,087           | 108,000          | 100,000          | 100,000          |
| 6  | 6120-T.V. CABLE FRANCHISE              | 165,779          | 151,064          | 165,000          | 165,000          |
| 7  | 6130-WATER UTILITY ROW FEE (5%)        | 91,446           | 112,351          | 121,832          | 129,677          |
| 8  | 6140-WASTEWATER UTILITY ROW FEE(5%)    | 83,481           | 115,934          | 121,624          | 136,664          |
| 9  | 6150-SOLID WASTE FRANCHISE             | 75,230           | 83,417           | 80,243           | 84,000           |
| 10 | 9000-PENALTY & INTEREST ON TAXES       | 15,711           | 24,132           | 12,000           | 12,000           |
| 11 | <b>2. LICENSES &amp; PERMITS</b>       | <b>612,469</b>   | <b>831,370</b>   | <b>520,750</b>   | <b>598,874</b>   |
| 12 | 1110-BEER LICENSES                     | 12,840           | 12,269           | 13,450           | 13,450           |
| 13 | 1120-LIQUOR LICENSES                   | 6,678            | 8,752            | 8,400            | 8,400            |
| 14 | 1130-WINE LICENSES                     | 14,617           | 14,221           | 14,000           | 14,000           |
| 15 | 1140-CATERING PERMITS                  | 1,100            | 1,497            | 1,000            | 1,000            |
| 16 | 1150-OFF-SITE BUS./SPECIAL EVENTS P    | 13,716           | 25,855           | 13,000           | 13,000           |
| 17 | 1400-BUSINESS LICENSES                 | 32,670           | 32,982           | 35,750           | 35,750           |
| 18 | 1410-SHORT TERM RENTAL LICENSES        | -                | 166,520          | 73,500           | 204,624          |
| 19 | 1520-TAXI-LIMO PERMITS                 | 1,455            | 2,535            | 2,750            | 2,750            |
| 20 | 2100-BUILDING PERMITS                  | 516,904          | 556,374          | 350,000          | 300,000          |
| 21 | 2140-RIGHT-OF-WAY PERMITS              | 10,504           | 8,650            | 7,000            | 4,000            |
| 22 | 2160-STREET EXCAVATION PERMIT FEE      | 1,860            | 1,716            | 1,900            | 1,900            |
| 23 | 2600-SNOW STORAGE PERMITS              | 125              | -                | -                | -                |
| 24 | 6800-TREE PERMITS/TREE REMOVAL PRMT    | -                | -                | -                | -                |
| 25 | <b>3. GRANTS</b>                       | <b>418,475</b>   | <b>367,271</b>   | <b>-</b>         | <b>-</b>         |
| 26 | 1120-FEDERAL GRANTS                    | 307,050          | 6,474            | -                | -                |
| 27 | 4000-STATE TRANSPORTATION GRANT        | -                | -                | -                | -                |
| 28 | 4100-STATE GRANTS                      | 107,675          | 31,747           | -                | -                |
| 29 | 4200-OTHER GRANTS                      | 3,750            | 329,050          | -                | -                |
| 30 | <b>4. STATE OF IDAHO SHARED</b>        | <b>1,701,999</b> | <b>1,732,909</b> | <b>1,729,694</b> | <b>1,805,957</b> |
| 31 | 5100-STATE LIQUOR APPORTIONMENT        | 428,870          | 404,523          | 409,315          | 407,421          |
| 32 | 5200-HIGHWAY USER'S REVENUE - STREE    | 172,462          | 216,713          | 200,568          | 257,992          |
| 33 | 5500-STATE SALES TAX ALLOCATION        | -                | -                | -                | -                |
| 34 | 5600-STATE SHARED REVENUE              | 1,100,666        | 1,111,673        | 1,119,811        | 1,140,544        |
| 35 | <b>5. COUNTY SHARED</b>                | <b>1,233,336</b> | <b>1,307,927</b> | <b>1,584,357</b> | <b>1,589,357</b> |
| 36 | 8400-COUNTY COURT FINES                | 34,071           | 36,684           | 35,000           | 40,000           |
| 37 | 8600-COUNTY AMBULANCE CONTRACT         | 1,199,265        | 1,271,243        | 1,513,357        | 1,513,357        |
| 38 | 8600-COUNTY AMBULANCE STORAGE          | -                | -                | 36,000           | 36,000           |
| 39 | 9400-BLAINE COUNTY HOUSING AUTHORIT    | -                | -                | -                | -                |

## General Fund Detailed Revenue, cont.

|    | FY 2021 AUDITED<br>ACTUALS                      | FY 2022 AUDITED<br>ACTUALS | FY 2023 AMENDED<br>BUDGET | FY 2024 PROPOSED<br>BUDGET |                   |
|----|-------------------------------------------------|----------------------------|---------------------------|----------------------------|-------------------|
| 40 | <b>6. CHARGES FOR SERVICES</b>                  | <b>1,095,012</b>           | <b>1,120,818</b>          | <b>781,500</b>             | <b>729,700</b>    |
| 41 | 1100-PLANNING FEES                              | 232,143                    | 112,495                   | 125,000                    | 100,000           |
| 42 | 1104-HOTEL FEES                                 | -                          | -                         | -                          | -                 |
| 43 | 1110-BUILDING PLAN CHECK FEES                   | 320,327                    | 351,027                   | 227,500                    | 195,000           |
| 44 | 1120-PLANNING PLAN CHECK FEES                   | 215,899                    | 246,781                   | 159,250                    | 136,500           |
| 45 | 1130-FIRE PLAN CHECK FEES                       | 215,635                    | 238,959                   | 159,250                    | 136,500           |
| 46 | 1400-MAILING FEES/PUBLICATION                   | -                          | -                         | -                          | -                 |
| 47 | 1500-REPRODUCTION/FINGERPRINT FEES              | 573                        | 328                       | 500                        | 500               |
| 48 | 2200-RURAL FIRE PROTECTION FEES                 | -                          | -                         | -                          | -                 |
| 49 | 2250-SPECIAL FIRE FEES                          | 12,716                     | 20,474                    | 5,000                      | 15,000            |
| 50 | 3000-ANIMAL TRANSPORTS                          | -                          | -                         | -                          | -                 |
| 51 | 3600-BANNER FEES                                | 3,150                      | 6,475                     | 6,000                      | 6,000             |
| 52 | 6100-BC SCH DIST.PARK MAINT. CONTR              | 15,000                     | 15,000                    | 16,500                     | 18,200            |
| 53 | 6300-PARK YOUTH PROGRAM FEES                    | 57,680                     | 98,167                    | 70,000                     | 100,000           |
| 54 | 6320-PARK USER FEES                             | 17,109                     | 22,608                    | 10,000                     | 15,000            |
| 55 | 6330-PARK SWIM TEAM                             | -                          | -                         | -                          | -                 |
| 56 | 6700-PARK CONCESSION SALES                      | 4,781                      | 8,378                     | 2,500                      | 7,000             |
| 57 | 6800-TREE SERVICES                              | -                          | 125                       | -                          | -                 |
| 58 | <b>7. FINES &amp; FEES</b>                      | <b>70,020</b>              | <b>47,779</b>             | <b>50,000</b>              | <b>116,000</b>    |
| 59 | 1100-PARKING FINES                              | 55,763                     | 38,960                    | 45,000                     | 112,000           |
| 60 | 1200-ELECTRIC VEHICLE CHARGING                  | 119                        | -                         | -                          | -                 |
| 61 | 1300- PAID PARKING                              | 14,138                     | 8,820                     | 5,000                      | 4,000             |
| 62 | <b>8. INTEREST &amp; RENTS</b>                  | <b>105,129</b>             | <b>113,246</b>            | <b>273,788</b>             | <b>132,468</b>    |
| 63 | 1000-INTEREST EARNINGS                          | 19,516                     | 39,839                    | 191,000                    | 50,000            |
| 64 | 1020-INTEREST EARNINGS-491 SV ROAD              | 0                          | 0                         | -                          | -                 |
| 65 | 1500-GAIN/LOSS ON INVESTMENTS                   | -                          | -                         | -                          | -                 |
| 66 | 2000-RENT                                       | 4,750                      | 3,730                     | 6,000                      | 6,000             |
| 67 | 2010-RENT -PARK RESERVATIONS                    | 10,075                     | 3,210                     | 6,000                      | 10,000            |
| 68 | 2020-RENT-491 SUN VALLEY ROAD                   | 70,788                     | 66,468                    | 70,788                     | 66,468            |
| 69 | 2020-RENT-LIFT TOWER LODGE                      | -                          | -                         | -                          | -                 |
| 70 | <b>9. MISCELLANEOUS</b>                         | <b>147,096</b>             | <b>5,013</b>              | <b>410,802</b>             | <b>122,000</b>    |
| 71 | 3600-REFUNDS & REIMBURSEMENTS                   | 135,695                    | 2,374                     | 388,802                    | 100,000           |
| 72 | 3610-REFUNDS & REIMBURSEMENTS-BLAINE CO HOUSING | -                          | -                         | -                          | -                 |
| 73 | 3610-REFUNDS & REIMBURSEMENTS-RESORT CITIES     | -                          | 2,500                     | 14,000                     | 14,000            |
| 74 | 3650-REFUNDS & REIMBURSEMENTS-BLAINE TOUR       | -                          | -                         | 8,000                      | 8,000             |
| 75 | 4000-SALE OF FIXED ASSETS                       | 1,225                      | 89                        | -                          | -                 |
| 76 | 4100-SALE OF FIXED ASSETS-STREET                | -                          | -                         | -                          | -                 |
| 77 | 6500-DONATIONS                                  | 175                        | -                         | -                          | -                 |
| 78 | 7000-MISCELLANEOUS                              | 9,626                      | 50                        | -                          | -                 |
| 79 | 7010-MISCELLANEOUS-STREET                       | -                          | -                         | -                          | -                 |
| 80 | 7020-FLOOD PLAIN PROG REIMBURSEMENT             | 375                        | -                         | -                          | -                 |
| 81 | 7030-BUILDING PERMIT REIMBURSEMENT              | -                          | -                         | -                          | -                 |
| 82 | <b>10. TRANSFERS &amp; REIMBURSEMENTS</b>       | <b>2,159,363</b>           | <b>2,581,202</b>          | <b>2,794,332</b>           | <b>3,014,234</b>  |
| 83 | 8701-KETCHUM RURAL REIMB-SAL/BEN                | 3,946                      | -                         | -                          | -                 |
| 84 | 8703-TRANSFER FROM GENERAL CIP                  | -                          | 270                       | -                          | -                 |
| 85 | 8718-TRANSFER STREET GO BOND                    | -                          | -                         | -                          | -                 |
| 86 | 8720-TRANSFER FRM FIRE TRUST FUND               | -                          | -                         | -                          | -                 |
| 87 | 8722-LOT REIMB-GF ADMIN.EXPENSES                | 2,500                      | 3,000                     | 3,000                      | 5,000             |
| 88 | 8722-TRANSFER FROM 1% ADD'L LOT FUND-HOUSING    | -                          | -                         | -                          | -                 |
| 89 | 8722-TRANSFER FROM LOT FUND                     | 1,309,465                  | 1,718,672                 | 1,900,000                  | 2,000,000         |
| 90 | 8763-REIMBURSEMENT FROM WATER FUND              | 279,172                    | 287,547                   | 218,048                    | 286,444           |
| 91 | 8764-WATER FUND REIMB-ADMIN.EXPENSE             | 106,090                    | 109,273                   | 96,486                     | 110,169           |
| 92 | 8765-REIMBUREMENT FROM WASTEWATER FD            | 279,172                    | 287,547                   | 298,280                    | 337,728           |
| 93 | 8766-WW FUND REIMB-ADMIN.EXPENSES               | 146,149                    | 150,533                   | 131,989                    | 129,893           |
| 94 | 8798-URA FND REIM-SALARIES/BENEFITS             | -                          | 24,359                    | 50,000                     | 120,000           |
| 95 | 8798-URA FUND REIMB-ADMIN. EXPENSES             | 32,869                     | -                         | 96,529                     | 25,000            |
| 96 | <b>11. FUND BALANCE</b>                         | <b>-</b>                   | <b>-</b>                  | <b>684,886</b>             | <b>674,835</b>    |
| 97 | 9000-FUND BALANCE                               | -                          | -                         | 684,886                    | 674,835           |
| 98 | <b>Grand Total</b>                              | <b>12,686,067</b>          | <b>13,496,877</b>         | <b>14,337,595</b>          | <b>14,487,698</b> |

FY 2024 General Fund Expenses



## FY 2024 General Fund Expenses

|                                                                | FY 2021<br>Audited Actuals | FY 2022<br>Audited<br>Actuals | FY 2023 Adopted<br>w/ Amended<br>Budget | FY 2024<br>Proposed<br>Budget | One-Time       |
|----------------------------------------------------------------|----------------------------|-------------------------------|-----------------------------------------|-------------------------------|----------------|
| <b>GENERAL FUND EXPENDITURES</b>                               | 12,316,001                 | 12,364,479                    | 14,137,221                              | 14,487,699                    |                |
|                                                                |                            |                               |                                         |                               |                |
| Expenditures                                                   | FY 2021<br>Audited Actuals | FY 2022<br>Audited<br>Actuals | FY 2023 Adopted<br>w/ Amended<br>Budget | FY 2024<br>Proposed<br>Budget | One-Time       |
| 1. Legislative & Executive                                     | 331,472                    | 360,635                       | 383,452                                 | 406,260                       |                |
| 2. Administration                                              | 1,829,993                  | 1,736,652                     | 1,744,915                               | 2,046,807                     |                |
| 3. Legal                                                       | 230,734                    | 238,600                       | 244,360                                 | 250,293                       |                |
| 4. Planning & Building                                         | 868,033                    | 915,451                       | 1,000,116                               | 1,298,506                     | 150,000        |
| 5. Non-Departmental                                            | 2,115,349                  | 2,239,799                     | 716,515                                 | 1,444,009                     |                |
| 6. Facility Maintenance                                        | 688,629                    | 954,728                       | 1,106,417                               | 1,258,992                     |                |
| 7. Police                                                      | 1,658,523                  | 1,843,947                     | 2,063,870                               | 2,183,891                     |                |
| 8. Fire & Rescue                                               | 2,130,718                  | 2,649,227                     | 2,622,064                               | 2,916,912                     |                |
| 9. Streets                                                     | 1,963,199                  | 1,891,540                     | 2,062,892                               | 2,110,716                     |                |
| 10. Recreation                                                 | 499,352                    | 607,505                       | 552,463                                 | 571,313                       |                |
| <b>Total Expenditures</b>                                      | <b>12,316,001</b>          | <b>13,438,084</b>             | <b>12,497,062</b>                       | <b>14,487,699</b>             | <b>150,000</b> |
|                                                                |                            |                               |                                         |                               |                |
| <b>Funding Requests</b>                                        |                            |                               |                                         |                               |                |
| 1. Communications one time anticipated                         |                            |                               | 34,151                                  |                               |                |
| 2. Comp & Zoning Plan one-time anticipated                     |                            |                               | 80,000                                  |                               |                |
| 3. KURA Reimbursement for Executive Director                   |                            |                               | 100,266                                 |                               |                |
| 4. Blaine City Tour(reimbursed)                                |                            |                               | 8,000                                   |                               |                |
| 5. #23016 Blaine Co Sustainability                             |                            |                               | 88,802                                  |                               |                |
| 6. Transfer to CIP Blaine Co refunds FY2020 & FY2021           |                            |                               | 253,802                                 |                               |                |
| 7. Transfer to City/County Housing                             |                            |                               | 266,349                                 |                               |                |
| 8. FY2022 KURA Reimburse In-Lieu fees transferred funds FY2023 |                            |                               | 201,061                                 |                               |                |
| 9. #23032 Irish Electric (city hall HVAC)                      |                            |                               | 4,860                                   |                               |                |
| 10. #23033 Thorton Heating (city hall HVAC)                    |                            |                               | 21,961                                  |                               |                |
| 11. #23039 Lobbyist                                            |                            |                               | 25,000                                  |                               |                |
| 12. #22813 Fire & Rescue New Ambulance FTE/ FAM Benies         |                            |                               | 31,906                                  |                               |                |
| 13. #22813 Sean Dumke Firefighter/para ambulance               |                            |                               | 88,094                                  |                               |                |
| 14. #22813 Fire & Rescue OT & Paid on call                     |                            |                               | 121,062                                 |                               |                |
| 15. #22813 Paramedic Certification                             |                            |                               | 5,200                                   |                               |                |
| 16. #23046 Apollo Professional Services Streets snow hauling   |                            |                               | 25,000                                  |                               |                |
| 17. #23048 BD Financial Consulting                             |                            |                               | 15,000                                  |                               |                |
| 18. #23053 Western States 2nd Dozer Rental                     |                            |                               | 30,000                                  |                               |                |
| 19. Streets snow hauling and staff time anticipated            |                            |                               | 198,645                                 |                               |                |
| 20. Streets overtime                                           |                            |                               | 41,000                                  |                               |                |
| 21.                                                            |                            |                               |                                         |                               |                |
| <b>Sub-total</b>                                               |                            |                               | <b>1,640,159</b>                        |                               |                |
| <b>Inflationary Changes</b>                                    |                            |                               |                                         |                               |                |
| 1.                                                             |                            |                               |                                         |                               |                |
| <b>Sub-total</b>                                               |                            |                               | -                                       |                               |                |
|                                                                |                            |                               |                                         |                               |                |
|                                                                | <b>12,316,001</b>          | <b>13,438,084</b>             | <b>14,137,221</b>                       | <b>14,487,699</b>             | <b>150,000</b> |



## Department Summaries



This budget contains the operating accounts for City Administration, Treasury and City Clerk. The City Administrator supports the Mayor and City Council, manages the budget, and provides oversight of all departments on day-to-day administration of city operations.

The Treasury and City Clerk teams are responsible for a range of services such as maintaining ordinances/resolutions, public record requests, and retention of city official records and information technology. In addition, the team prepares and maintains all financial accounting, payment of bills, procurement, and payroll.

---

### Fiscal Year 2023 Highlights

- Salaries decreased due to moving General Fund use for a Public Works Director position to the Non-Departmental section.
- Professional Services increased due to a 10% contract increase with Ketchum Computers.
- Telephone & Communications increased due to a one-time payment to afford implementation of new fiber.

#### Personnel:

- No changes.

### Fiscal Year 2024 Highlights

- Request for one FTE (Admin Support Position) that would support City Clerk/Business Manager. Partial funding (\$50,000) was identified through altering the current communications contract.
- Professional Services increased due to contract increase with Ketchum Computers.

#### Personnel:

- One FTE added – Admin Support Position.



# Administrative Expenditures

|                           |                                     | FY 2021          | FY 2022          | FY 2023          | FY 2024          |
|---------------------------|-------------------------------------|------------------|------------------|------------------|------------------|
|                           |                                     | AUDITED          | AUDITED          | AMENDED          | PROPOSED         |
| GENERAL FUND EXPENDITURES |                                     | ACTUALS          | ACTUALS          | BUDGET           | BUDGET           |
| 36                        | <b>1. ADMINISTRATIVE</b>            | <b>1,829,993</b> | <b>1,639,012</b> | <b>1,794,066</b> | <b>2,046,807</b> |
| 37                        | <b>1. PERSONAL SERVICES</b>         | <b>1,116,628</b> | <b>1,050,843</b> | <b>1,113,898</b> | <b>1,354,519</b> |
| 38                        | 1000-SALARIES                       | 703,170          | 680,891          | 700,556          | 824,345          |
| 39                        | 1500-PART TIME SALARIES             | -                | -                | 10,000           | 10,000           |
| 40                        | 1900-OVERTIME                       | 137              | -                | -                | -                |
| 41                        | 2100-FICA TAXES-CITY                | 55,520           | 51,971           | 54,358           | 63,827           |
| 42                        | 2200-STATE RETIREMENT-CITY          | 92,285           | 93,319           | 84,840           | 92,162           |
| 43                        | 2400-WORKMEN'S COMPENSATION-CITY    | 505              | 915              | 1,492            | 1,498            |
| 44                        | 2500-HEALTH INSURANCE-CITY          | 200,742          | 195,651          | 228,862          | 306,944          |
| 45                        | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 7,472            | 2,500            | 7,575            | 12,342           |
| 46                        | 2510-DENTAL INSURANCE-CITY          | 5,255            | 5,505            | 6,189            | 6,746            |
| 47                        | 2515-VISION REIMBURSEMENT ACCT(HRA) | 4,144            | 1,316            | 3,900            | 5,100            |
| 48                        | 2550-HEALTH-VISION-CAFETERIA ADMIN  | -                | -                | -                | -                |
| 49                        | 2600-LONG TERM DISABILITY           | 2,752            | 2,487            | 3,126            | 3,655            |
| 50                        | 2700-VACATION/SICK ACCRUAL PAYOUT   | 32,646           | 4,290            | -                | 15,900           |
| 51                        | 2710-VACATION/COMPENSATION PAYOUT   | -                | -                | -                | -                |
| 52                        | 2760-EMPLOYEE HOUSING SUBSIDY       | 12,000           | 12,000           | 12,000           | 12,000           |
| 53                        | 2800-STATE UNEMPLOYMENT INSURANCE   | -                | -                | 1,000            | -                |
| 54                        | 2900-PERFORMANCE AWARDS             | -                | -                | -                | -                |
| 55                        | <b>2. MATERIALS AND SERVICES</b>    | <b>711,119</b>   | <b>584,455</b>   | <b>679,168</b>   | <b>691,288</b>   |
| 56                        | 3100-OFFICE SUPPLIES & POSTAGE      | 17,197           | 23,200           | 20,000           | 20,000           |
| 57                        | 3310-STATE SALES TAX-GEN.GOV. & PAR | 115              | 31               | 500              | 500              |
| 58                        | 3600-COMPUTER SOFTWARE              | -                | -                | -                | -                |
| 59                        | 4000-ELECTIONS                      | -                | -                | -                | -                |
| 60                        | 4200-PROFESSIONAL SERVICES          | 88,493           | 80,126           | 116,500          | 122,525          |
| 61                        | 4400-ADVERTISING & LEGAL PUBLICATIO | 16,241           | 11,625           | 12,000           | 12,000           |
| 62                        | 4600-PROPERTY & LIABILITY INSURANCE | 100,381          | 87,204           | 93,778           | 116,015          |
| 63                        | 4800-DUES, SUBSCRIPTIONS & MEMBERSH | 3,850            | 4,192            | 5,000            | 5,000            |
| 64                        | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | 1,483            | 1,085            | 5,000            | 5,000            |
| 65                        | 4902-TRAINNG/TRVL/MTG-CITY ADM/ASST | 297              | 922              | 5,000            | 5,000            |
| 66                        | 4950-TUITION REIMBURSEMENT          | -                | -                | -                | -                |
| 67                        | 5100-TELEPHONE & COMMUNICATIONS     | 74,062           | 85,753           | 106,020          | 84,840           |
| 68                        | 5110-COMPUTER NETWORK               | 114,128          | 111,654          | 73,191           | 85,426           |
| 69                        | 5150-COMMUNICATIONS                 | 67,073           | 61,275           | 104,451          | 90,000           |
| 70                        | 5200-UTILITIES                      | 48,571           | 37,358           | 37,440           | 42,682           |
| 71                        | 5210-SOLID WASTE COLLECTION         | 52               | -                | -                | -                |
| 72                        | 5220-RECYCLING PROGRAM-ERC          | -                | -                | -                | -                |
| 73                        | 5900-REPAIR & MAINTENANCE-BUILDINGS | 36,441           | 2,234            | -                | -                |
| 74                        | 5910-REPAIR & MAINT-491 SV ROAD     | 85,030           | -                | -                | -                |
| 75                        | 6500-CONTRACTS FOR SERVICES         | 57,706           | 48,478           | 70,000           | 70,000           |
| 76                        | 6510-COMPUTER SERVICES              | -                | 29,318           | 30,288           | 32,300           |
| 77                        | <b>3. CAPITAL OUTLAY</b>            | <b>2,246</b>     | <b>3,714</b>     | <b>1,000</b>     | <b>1,000</b>     |
| 78                        | 7400-OFFICE FURNITURE & EQUIPMENT   | 2,246            | 3,714            | 1,000            | 1,000            |



The Fire and Rescue Department provides a range of emergency services, from municipal fire protection services to backcountry rescue. They provide paramedic level emergency medical care to the City of Ketchum and the entire northern Blaine County through a contract for services with the Blaine County Ambulance District. The department is composed of highly trained career, full-time staff as well as trained paid-on-call firefighters.

---

### Fiscal Year 2023 Highlights

- Budget included the 2<sup>nd</sup> year of the labor contract.
- Assumed a 3% revenue increase for ambulance contract. A higher budget request (\$371,062) was submitted to the Ambulance District.

#### Personnel:

- New Short Term Rental Fire Inspector position.

### Fiscal Year 2024 Highlights

- Funding for the 3<sup>rd</sup> and final year of the collective labor agreement.

#### Personnel:

- FY23 interim budget change included two positions to keep up with 49% increase in calls for service over last four years.



## Fire and Rescue Expenditures

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 224                       | <b>8. FIRE &amp; RESCUE</b>         | <b>2,130,718</b>              | <b>2,570,687</b>              | <b>2,868,326</b>             | <b>2,916,912</b>              |
| 225                       | <b>1. PERSONAL SERVICES</b>         | <b>1,886,719</b>              | <b>2,240,896</b>              | <b>2,524,946</b>             | <b>2,536,332</b>              |
| 226                       | 1000-SALARIES                       | 993,714                       | 1,170,099                     | 1,262,932                    | 1,322,479                     |
| 227                       | 1500-PAID ON-CALL WAGES             | 129,410                       | 130,419                       | 256,062                      | 135,000                       |
| 228                       | 1700-WOOC (WORKING OUT OF CLASS)    | -                             | 8,828                         | 6,500                        | 6,500                         |
| 229                       | 1900-OVERTIME                       | 50,085                        | 100,775                       | 75,000                       | 75,000                        |
| 230                       | 2100-FICA TAXES-CITY                | 89,327                        | 107,126                       | 103,997                      | 101,170                       |
| 231                       | 2200-STATE RETIREMENT-CITY          | 5,798                         | 6,481                         | 5,941                        | -                             |
| 232                       | 2300-FIREMEN'S RETIREMENT-CITY      | 122,521                       | 152,675                       | 150,360                      | 186,168                       |
| 233                       | 2310-DEF.COMP-Pd On Call/PT Emp     | -                             | -                             | 12,000                       | 12,000                        |
| 234                       | 2400-WORKMEN'S COMPENSATION-CITY    | 31,763                        | 40,677                        | 37,803                       | 40,000                        |
| 235                       | 2500-HEALTH INSURANCE-CITY          | 358,555                       | 429,031                       | 477,272                      | 519,578                       |
| 236                       | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 18,130                        | 12,882                        | 20,625                       | 20,575                        |
| 237                       | 2510-DENTAL INSURANCE-CITY          | 9,522                         | 10,461                        | 10,882                       | 10,935                        |
| 238                       | 2515-VISION REIMBURSEMENT ACCT(HRA) | 4,702                         | 2,724                         | 8,100                        | 8,100                         |
| 239                       | 2520-WORKMEN'S COMP. COVERAGE       | -                             | (1,012)                       | -                            | -                             |
| 240                       | 2530-EMPLOYEE MEDICAL SERVICES      | 156                           | -                             | 3,000                        | 3,000                         |
| 241                       | 2535-VEBA                           | 40,200                        | 47,700                        | 46,800                       | 57,600                        |
| 242                       | 2540-MERP-MEDICAL EXP REIMBURSEMENT | 5,025                         | 5,400                         | 5,850                        | 7,200                         |
| 243                       | 2550-HEALTH-VISION-CAFETERIA ADMIN  | -                             | -                             | -                            | -                             |
| 244                       | 2600-LONG TERM DISABILITY           | 4,033                         | 4,195                         | 5,025                        | 5,827                         |
| 245                       | 2700-VACATION/SICK ACCRUAL PAYOUT   | 23,779                        | 10,705                        | 23,238                       | 18,000                        |
| 246                       | 2710-VACATION/COMPENSATION PAYOUT   | -                             | 830                           | 6,359                        | -                             |
| 247                       | 2750-INSURANCE EQUILIZATION PAY     | -                             | -                             | -                            | -                             |
| 248                       | 2800-STATE UNEMPLOYMENT INSURANCE   | -                             | -                             | 3,000                        | 3,000                         |
| 249                       | 2900-PERFORMANCE AWARDS             | -                             | 898                           | 4,200                        | 4,200                         |

## Fire and Rescue Expenditures, cont.

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 250                       | <b>2. MATERIALS AND SERVICES</b>    | <b>153,889</b>                | <b>271,361</b>                | <b>284,950</b>               | <b>322,150</b>                |
| 251                       | 3200-OPERATING SUPPLIES FIRE        | 16,381                        | 31,013                        | 34,000                       | 34,000                        |
| 252                       | 3210-OPERATING SUPPLIES EMS         | 52,241                        | 50,912                        | 60,000                       | 60,000                        |
| 253                       | 3500-MOTOR FUELS & LUBRICANTS FIRE  | 5,498                         | 14,644                        | 8,000                        | 8,000                         |
| 254                       | 3510-MOTOR FUELS & LUBRICANTS EMS   | 4,730                         | 5,732                         | 8,000                        | 8,000                         |
| 255                       | 3600-COMPUTER SOFTWARE              | -                             | -                             | -                            | -                             |
| 256                       | 4200-PROFESSIONAL SERVICES FIRE     | 3,747                         | 24,760                        | 10,000                       | 10,000                        |
| 257                       | 4210-PROFESSIONAL SERVICES EMS      | 1,034                         | 945                           | 4,000                        | 2,000                         |
| 258                       | 4220-PROFESSIONAL SRVS FIRE CHIEF   | -                             | -                             | -                            | -                             |
| 259                       | 4800-DUES, SUBSCRIPTIONS & MEMBERSH | 193                           | -                             | -                            | -                             |
| 260                       | 4900-TRAINING/TRAVEL/MTG FIRE       | 3,312                         | 1,355                         | 8,000                        | 16,000                        |
| 261                       | 4902-FIRE CHIEF'S TRAINING          | -                             | -                             | -                            | -                             |
| 262                       | 4903-ASSISTANT FIRE CHIEF TRAINING  | -                             | 1,439                         | -                            | -                             |
| 263                       | 4910-TRAINING EMS                   | 7,187                         | 24,365                        | 20,200                       | 15,000                        |
| 264                       | 4920-TRAINING-FACILITY              | 5,306                         | 2,340                         | 2,200                        | 12,000                        |
| 265                       | 4950-TUITION REIMBURSEMENT          | -                             | -                             | -                            | -                             |
| 266                       | 5100-TELEPHONE & COMMUNICATION FIRE | 13,895                        | 20,197                        | 21,000                       | 21,000                        |
| 267                       | 5110-TELEPHONE & COMMUNICATION EMS  | 15,500                        | 17,987                        | 21,000                       | 21,000                        |
| 268                       | 5200-UTILITIES                      | -                             | 29,707                        | 40,000                       | 45,600                        |
| 269                       | 5900-REPAIR & MAINTENANCE-BUILDINGS | -                             | 192                           | -                            | 24,000                        |
| 270                       | 6000-REPAIR & MAINT-AUTO EQUIP FIRE | 8,943                         | 13,447                        | 16,000                       | 16,000                        |
| 271                       | 6010-REPAIR & MAINT-AUTO EQUIP EMS  | 2,236                         | 7,372                         | 12,000                       | 12,000                        |
| 272                       | 6100-REPAIR & MAINT--MACHINERY & EQ | 8,196                         | 6,796                         | 8,000                        | 8,000                         |
| 273                       | 6110-REPAIR & MAINT--MACHINERY & EQ | 833                           | 3,075                         | 2,300                        | 2,300                         |
| 274                       | 6900-OTHER PURCHASED SERVICES FIRE  | 2,784                         | 2,211                         | 3,250                        | 3,250                         |
| 275                       | 6910-OTHER PURCHASED SERVICES EMS   | 1,874                         | 12,873                        | 7,000                        | 4,000                         |
| 276                       | <b>3. CAPITAL OUTLAY</b>            | <b>33,680</b>                 | <b>-</b>                      | <b>58,430</b>                | <b>58,430</b>                 |
| 277                       | 7500-AUTOMOTIVE EQUIPMENT           | -                             | -                             | -                            | -                             |
| 278                       | 7600-OTHER MACHINERY & EQUIP FIRE   | 33,680                        | -                             | -                            | -                             |
| 279                       | 7610-OTHER MACHINERY & EQUIP EMS    | -                             | -                             | -                            | -                             |
| 280                       | 7700-LEASES                         | -                             | -                             | 58,430                       | 58,430                        |
| 281                       | <b>4. TRANSFERS</b>                 | <b>56,430</b>                 | <b>58,430</b>                 | <b>-</b>                     | <b>-</b>                      |
| 282                       | 8811-AERIAL TOWER LEASE             | 56,430                        | 58,430                        | -                            | -                             |



City of Ketchum | 2024 Draft Budget  
**Legal Services**

The Legal Services Department includes funding for the City Attorney and City Prosecutor. A contracted City Attorney provides legal counsel for the City, including the Mayor, City Council, Planning Commission and Staff. The City Attorney performs legal research; negotiates, reviews and drafts contracts, franchises, resolutions, and ordinances; monitors federal, state, and local laws and regulations, and defends City litigation.

**Fiscal Year 2023 Highlights**

- Assumed a 3% increase in contract with the city attorney.

**Personnel:**

- No changes.

**Fiscal Year 2024 Highlights**

- Assumes a 3% increase in contract with the city attorney.

**Personnel:**

- No changes.

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 79                        | <b>2. LEGAL</b>                     | <b>230,734</b>                | <b>214,187</b>                | <b>244,360</b>               | <b>250,293</b>                |
| 80                        | <b>2. MATERIALS AND SERVICES</b>    | <b>230,734</b>                | <b>214,187</b>                | <b>244,360</b>               | <b>250,293</b>                |
| 81                        | 4200-PROFESSIONAL SERVICES          | 185,495                       | 168,948                       | 197,760                      | 203,693                       |
| 82                        | 4270-CITY PROSECUTOR                | 45,239                        | 45,239                        | 46,600                       | 46,600                        |
| 83                        | 4800-DUES, SUBSCRIPTION, MEMBERSHIP | -                             | -                             | -                            | -                             |
| 84                        | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | -                             | -                             | -                            | -                             |
| 85                        | 5100-TELEPHONE & COMMUNICATIONS     | -                             | -                             | -                            | -                             |



The Legislative and Executive Department budget contains the operating accounts for the Mayor and City Council. The Mayor serves as chief executive and City Council holds the legislative powers including the approval of ordinances, annual budget, and contracts. The Mayor recommends policy matters to City Council with the City Administrator handling the implementation.

---

### Fiscal Year 2023 Highlights

- No changes.

#### Personnel:

- No changes.

### Fiscal Year 2024 Highlights

- Increase reflects the increase in healthcare costs.

#### Personnel:

- No changes.



## Legislative and Executive Expenditures

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 1                         | <b>0. LEGISLATIVE &amp; EXEC</b>    | <b>331,472</b>                | <b>349,656</b>                | <b>383,452</b>               | <b>406,260</b>                |
| 2                         | <b>1. PERSONAL SERVICES</b>         | <b>314,946</b>                | <b>334,489</b>                | <b>361,360</b>               | <b>384,168</b>                |
| 3                         | 1000-SALARIES                       | 120,281                       | 120,596                       | 120,686                      | 120,686                       |
| 4                         | 1500-PART-TIME                      | -                             | -                             | -                            | -                             |
| 5                         | 1900-OVERTIME                       | -                             | -                             | -                            | -                             |
| 6                         | 2100-FICA TAXES-CITY                | 8,536                         | 8,582                         | 9,233                        | 9,232                         |
| 7                         | 2200-STATE RETIREMENT-CITY          | 14,410                        | 14,410                        | 14,410                       | 13,493                        |
| 8                         | 2400-WORKER'S COMPENSATION-CITY     | 116                           | 110                           | 253                          | 157                           |
| 9                         | 2500-HEALTH INSURANCE-CITY          | 163,807                       | 181,309                       | 200,785                      | 223,406                       |
| 10                        | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 2,245                         | 3,566                         | 7,675                        | 8,875                         |
| 11                        | 2510-DENTAL INSURANCE-CITY          | 3,609                         | 3,609                         | 3,887                        | 3,888                         |
| 12                        | 2515-VISION REIMBURSEMENT ACCT(HRA) | 1,410                         | 1,777                         | 3,900                        | 3,900                         |
| 13                        | 2550-HEALTH-VISION-CAFETERIA ADMIN  | -                             | -                             | -                            | -                             |
| 14                        | 2600-LONG TERM DISABILITY           | 531                           | 531                           | 531                          | 531                           |
| 15                        | 2700-VACATION/SICK ACCRUAL PAYOUT   | -                             | -                             | -                            | -                             |
| 16                        | 2710-VACATION/COMPENSATION PAYOUT   | -                             | -                             | -                            | -                             |
| 17                        | 2760-EMPLOYEE HOUSING SUBSIDY       | -                             | -                             | -                            | -                             |
| 18                        | 2800-STATE UNEMPLOYMENT INSURANCE   | -                             | -                             | -                            | -                             |
| 19                        | <b>2. MATERIALS AND SERVICES</b>    | <b>16,526</b>                 | <b>14,608</b>                 | <b>21,092</b>                | <b>21,092</b>                 |
| 20                        | 3100-OFFICE SUPPLIES & POSTAGE      | 1,817                         | 1,468                         | 3,167                        | 3,167                         |
| 21                        | 3160-OFFICE SUPPLIES/POSTAGE-HOTEL  | -                             | -                             | -                            | -                             |
| 22                        | 3200-OPERATING SUPPLIES             | 2,576                         | 3,330                         | 2,125                        | 2,125                         |
| 23                        | 3500-MOTOR FUELS & LUBRICANTS       | -                             | -                             | -                            | -                             |
| 24                        | 3600-COMPUTER SOFTWARE              | -                             | -                             | -                            | -                             |
| 25                        | 4000-ELECTIONS                      | -                             | -                             | 2,500                        | 2,500                         |
| 26                        | 4200-PROFESSIONAL SERVICES          | 11,075                        | 8,821                         | 8,600                        | 8,600                         |
| 27                        | 4800-DUES, SUBSCRIPTIONS & MEMBERSH | 400                           | 483                           | 1,700                        | 1,700                         |
| 28                        | 4860-DUES,SUBSCRIPTNS,MEMBRSP-HOTEL | -                             | -                             | -                            | -                             |
| 29                        | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | -                             | -                             | -                            | -                             |
| 30                        | 4910-MYR/CNCL-TRAINING/TRAVEL/MTG   | 659                           | 507                           | 3,000                        | 3,000                         |
| 31                        | 4960-TRAINING/TRAVEL/MTG-HOTEL      | -                             | -                             | -                            | -                             |
| 32                        | 5100-TELEPHONE & COMMUNICATIONS     | -                             | -                             | -                            | -                             |
| 33                        | 6000-REPAIR & MAINT--AUTOMOTIVE EQU | -                             | -                             | -                            | -                             |
| 34                        | <b>3. CAPITAL OUTLAY</b>            | <b>-</b>                      | <b>560</b>                    | <b>1,000</b>                 | <b>1,000</b>                  |
| 35                        | 7400-OFFICE FURNITURE & EQUIPMENT   | -                             | 560                           | 1,000                        | 1,000                         |



City of Ketchum | 2024 Draft Budget  
Planning and Building Department

The Planning and Building Department is responsible for long-range (comprehensive) planning, current planning functions, and management of all developments, both past and present. The Planning and Building Department administers the Zoning Code, Subdivision Code, various Building Codes, and coordinates reviews from other City Departments. The Planning and Building Department provides staff support to the Planning Commission, City Council, and the Historic Preservation Commission.

---

### Fiscal Year 2023 Highlights

- Increased contract with IDBS to align with projected workload. Contract set up to only pay for actual hours completed.
- Request for one-time funds to update the zoning code – a one-time -expense – reflected on the General Fund Expenditures chart.

#### Personnel:

- Added an Associate Planner position.

### Fiscal Year 2024 Highlights

- Increased professional services budget by one-time \$129,500 to fund consulting fees for update to comprehensive plan and land use regulations update.
- Planning and Building Department revenue projections assume a 3% decrease in revenues from FY23.
- Planning fee revenues do not include fee increase assumptions.

#### Personnel:

- Senior Planner position vacant but funded.

## Planning and Building Expenditures

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 88                        | <b>3. PLANNING &amp; BUILDING</b>   | <b>868,033</b>                | <b>920,853</b>                | <b>1,080,116</b>             | <b>1,298,506</b>              |
| 89                        | <b>1. PERSONAL SERVICES</b>         | <b>494,778</b>                | <b>644,870</b>                | <b>674,116</b>               | <b>875,056</b>                |
| 90                        | 1000-SALARIES                       | 317,990                       | 423,777                       | 428,938                      | 514,157                       |
| 91                        | 1200-PLANNING & ZONING COMMISSION   | 20,400                        | 17,400                        | 25,200                       | 25,200                        |
| 92                        | 1900-OVERTIME                       | -                             | -                             | -                            | -                             |
| 93                        | 2100-FICA TAXES-CITY                | 24,364                        | 35,314                        | 34,742                       | 41,261                        |
| 94                        | 2200-STATE RETIREMENT-CITY          | 40,407                        | 55,605                        | 54,224                       | 60,300                        |
| 95                        | 2400-WORKER'S COMPENSATION-CITY     | 3,962                         | 4,765                         | 6,220                        | 933                           |
| 96                        | 2500-HEALTH INSURANCE-CITY          | 76,304                        | 100,882                       | 111,184                      | 193,025                       |
| 97                        | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 2,679                         | 1,217                         | 5,275                        | 7,050                         |
| 98                        | 2510-DENTAL INSURANCE-CITY          | 2,562                         | 3,068                         | 4,046                        | 4,013                         |
| 99                        | 2515-VISION REIMBURSEMENT ACCT(HRA) | 1,983                         | 1,164                         | 2,400                        | 3,300                         |
| 100                       | 2550-HEALTH-VISION-CAFETERIA ADMIN  | -                             | -                             | -                            | -                             |
| 101                       | 2600-LONG TERM DISABILITY           | 1,344                         | 1,679                         | 1,887                        | 2,157                         |
| 102                       | 2700-VACATION/SICK ACCRUAL PAYOUT   | 2,783                         | -                             | -                            | 23,660                        |
| 103                       | 2710-VACATION/COMPENSATION PAYOUT   | -                             | -                             | -                            | -                             |
| 104                       | 2800-STATE UNEMPLOYMENT INSURANCE   | -                             | -                             | -                            | -                             |
| 105                       | 2900-PERFORMANCE AWARDS             | -                             | -                             | -                            | -                             |
| 106                       | <b>2. MATERIALS AND SERVICES</b>    | <b>373,254</b>                | <b>275,983</b>                | <b>405,500</b>               | <b>422,450</b>                |
| 107                       | 3100-OFFICE SUPPLIES & POSTAGE      | 4,887                         | 4,458                         | 6,000                        | 6,000                         |
| 108                       | 3200-OPERATING SUPPLIES             | 7,332                         | 1,284                         | 1,200                        | 1,200                         |
| 109                       | 3600-COMPUTER SOFTWARE              | -                             | -                             | -                            | -                             |
| 110                       | 4200-PROFESSIONAL SERVICES          | 109,333                       | 48,859                        | 150,000                      | 49,500                        |
| 111                       | 4210-PROFESSIONAL SERVICES - IDBS   | 238,293                       | 200,793                       | 210,000                      | 321,750                       |
| 112                       | 4220-PROF SVCS-FLOOD PLAIN PROG REM | 375                           | 571                           | 5,000                        | 10,000                        |
| 113                       | 4230-PROF SVCS-BUILDING PERMIT REIM | -                             | -                             | -                            | -                             |
| 114                       | 4400-ADVERTISING & LEGAL PUBLICATIO | 5,109                         | 10,992                        | 10,000                       | 10,000                        |
| 115                       | 4500-GEOGRAPHIC INFO SYSTEMS        | 5,700                         | 5,100                         | 5,300                        | 6,000                         |
| 116                       | 4800-DUES, SUBSCRIPTIONS & MEMBERSH | 670                           | 938                           | 4,000                        | 4,000                         |
| 117                       | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | 990                           | 1,491                         | 10,000                       | 10,000                        |
| 118                       | 4970-TRAINING/TRAVEL/MTG-P&Z COMM   | -                             | 751                           | 3,000                        | 3,000                         |
| 119                       | 5100-TELEPHONE & COMMUNICATIONS     | -                             | -                             | -                            | -                             |
| 120                       | 6510-EVENTS SPONSORSHIPS            | -                             | -                             | -                            | -                             |
| 121                       | 6910-OTHER PURCHASED SERVICES       | 565                           | 746                           | 1,000                        | 1,000                         |
| 122                       | <b>3. CAPITAL OUTLAY</b>            | <b>-</b>                      | <b>-</b>                      | <b>500</b>                   | <b>1,000</b>                  |
| 123                       | 7400-OFFICE FURNITURE & EQUIPMENT   | -                             | -                             | 500                          | 1,000                         |



City of Ketchum | 2024 Draft Budget  
Police Department

The Ketchum Police Department, contracted through the Blaine County Sheriff's Office, is responsible for enforcing all local and state laws to protect the residents and visitors of Ketchum. The department consists of patrol/traffic enforcement functions, investigations, and administration.

Funding for the Community Service Officers (CSO) is also contained in the department budget. The officers focus on parking enforcement and compliance with city code violations.

---

### Fiscal Year 2023 Highlights

- Implemented similar compensation as the County – 5% increase plus a one-time 4% bonus.

#### Personnel:

- No changes.

### Fiscal Year 2024 Highlights

- Contract request to increase by \$154,373.
- Contract assumes a 6% base adjustment; city financial model assumes 3%.

#### Personnel:

- No changes.



## Police Expenditures

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 193                       | <b>7. POLICE</b>                    | <b>1,658,523</b>              | <b>1,853,562</b>              | <b>2,063,870</b>             | <b>2,183,891</b>              |
| 194                       | <b>1. PERSONAL SERVICES</b>         | <b>161,138</b>                | <b>224,095</b>                | <b>250,936</b>               | <b>253,562</b>                |
| 195                       | 1000-SALARIES                       | 79,303                        | 96,835                        | 94,421                       | 100,646                       |
| 196                       | 1500-PART-TIME                      | 9,496                         | 17,565                        | 28,708                       | 26,754                        |
| 197                       | 1900-OVERTIME                       | 1,940                         | 1,404                         | 5,000                        | 5,000                         |
| 198                       | 2100-FICA TAXES-CITY                | 6,664                         | 9,585                         | 9,802                        | 10,129                        |
| 199                       | 2200-STATE RETIREMENT-CITY          | 9,722                         | 13,016                        | 15,299                       | 11,811                        |
| 200                       | 2400-WORKMEN'S COMPENSATION-CITY    | 2,096                         | 3,145                         | 3,694                        | 4,637                         |
| 201                       | 2500-HEALTH INSURANCE-CITY          | 47,531                        | 78,228                        | 85,114                       | 87,104                        |
| 202                       | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 1,697                         | 1,992                         | 3,550                        | 3,550                         |
| 203                       | 2510-DENTAL INSURANCE-CITY          | 1,269                         | 1,562                         | 1,625                        | 1,548                         |
| 204                       | 2516-VISION REIMBURSEMENT ACCT(HRA) | 1,117                         | 482                           | 1,500                        | 1,800                         |
| 205                       | 2600-LONG TERM DISABILITY           | 304                           | 281                           | 1,724                        | 583                           |
| 206                       | 2800-STATE UNEMPLOYMENT INSURANCE   | -                             | -                             | 500                          | -                             |
| 207                       | <b>2. MATERIALS AND SERVICES</b>    | <b>1,497,385</b>              | <b>1,629,468</b>              | <b>1,812,934</b>             | <b>1,920,329</b>              |
| 208                       | 3100-OFFICE SUPPLIES & POSTAGE      | 7,207                         | 797                           | 1,200                        | 3,500                         |
| 209                       | 3200-OPERATING SUPPLIES             | 7,184                         | 2,246                         | 3,000                        | 3,250                         |
| 210                       | 3500-MOTOR FUELS & LUBRICANTS       | 752                           | 2,887                         | 3,000                        | 4,250                         |
| 211                       | 3600-COMPUTER SOFTWARE              | 10,815                        | -                             | 2,000                        | 2,100                         |
| 212                       | 3610-PARKING OPS PROCESSING FEES    | 5,601                         | 4,686                         | 5,000                        | 7,000                         |
| 213                       | 3620-PARKING OPS EQUIPMENT FEES     | 11,396                        | 12,415                        | 11,000                       | 3,250                         |
| 214                       | 4200-PROFESSIONAL SERVICES          | 26,631                        | 27,810                        | 20,000                       | 20,000                        |
| 215                       | 4210-PROFESSIONAL SERVICE-SNOW TOWS | -                             | -                             | -                            | -                             |
| 216                       | 4250-PROF.SERVICES-BCSO CONTRACT    | 1,427,800                     | 1,568,569                     | 1,748,234                    | 1,862,679                     |
| 217                       | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | -                             | -                             | -                            | -                             |
| 218                       | 5100-TELEPHONE & COMM               | -                             | 3,986                         | 3,000                        | 2,300                         |
| 219                       | 6000-REPAIR & MAINT--AUTOMOTIVE EQU | -                             | 6,071                         | 16,500                       | 12,000                        |
| 220                       | <b>3. CAPITAL OUTLAY</b>            | <b>-</b>                      | <b>-</b>                      | <b>-</b>                     | <b>10,000</b>                 |
| 221                       | 7500-AUTOMOTIVE EQUIPMENT           | -                             | -                             | -                            | 10,000                        |
| 222                       | 7600-OTHER MACHINERY & EQUIPMENT    | -                             | -                             | -                            | -                             |
| 223                       | 7700-LEASES                         | -                             | -                             | -                            | -                             |



The Recreation Department is responsible for providing safe and healthy recreation opportunities for the citizens of Ketchum and visitors to the community. The department operates structured recreation programs throughout the year at the Terry Tracy Recreation Center at Atkinson Park.

---

### Fiscal Year 2023 Highlights

- Staff changes during 2022 lead to savings via benefits coverage.

#### Personnel:

- No changes.

### Fiscal Year 2024 Highlights

- Procurement of a passenger van for our youth programming.
- Continue to offer the most affordable year-round youth recreation programs in the valley.
- Working with the BCSD on their Hemingway masterplan.
- FY24 budget includes a small increase in professional service to accommodate environmental education through our partner, the ERC.

#### Personnel:

- No changes.

## Recreation Expenditures

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 319                       | <b>10. RECREATION</b>               | <b>498,214</b>                | <b>500,598</b>                | <b>552,463</b>               | <b>571,313</b>                |
| 320                       | <b>1. PERSONAL SERVICES</b>         | <b>464,677</b>                | <b>445,182</b>                | <b>498,463</b>               | <b>511,663</b>                |
| 321                       | 1000-SALARIES                       | 234,988                       | 234,662                       | 260,672                      | 271,479                       |
| 322                       | 1500-PART-TIME/SEASONAL             | 39,900                        | 40,470                        | 62,000                       | 62,000                        |
| 323                       | 1900-OVERTIME                       | 124                           | 341                           | -                            | -                             |
| 324                       | 2100-FICA TAXES - CITY              | 20,489                        | 21,771                        | 24,684                       | 25,511                        |
| 325                       | 2200-STATE RETIREMENT - CITY        | 28,681                        | 29,746                        | 31,124                       | 30,351                        |
| 326                       | 2400-WORKER'S COMPENSATION - CITY   | 4,464                         | 5,864                         | 6,453                        | 6,453                         |
| 327                       | 2500-HEALTH INSURANCE - CITY        | 122,509                       | 99,290                        | 103,501                      | 105,921                       |
| 328                       | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 8,399                         | 7,668                         | 3,500                        | 3,500                         |
| 329                       | 2510-DENTAL INSURANCE-CITY          | 2,952                         | 2,397                         | 2,589                        | 2,466                         |
| 330                       | 2515-VISION REIMBURSEMENT ACCT(HRA) | 1,233                         | 1,940                         | 1,800                        | 1,800                         |
| 331                       | 2550-HEALTH-VISION-CAFETERIA ADMIN  | -                             | -                             | -                            | -                             |
| 332                       | 2600-LONG TERM DISABILITY           | 940                           | 1,032                         | 1,071                        | 1,114                         |
| 333                       | 2700-VACATION/SICK ACCRUAL PAYOUT   | -                             | -                             | -                            | -                             |
| 334                       | 2710-VACATION/COMPENSATION PAYOUT   | -                             | -                             | -                            | -                             |
| 335                       | 2800-STATE UNEMPLOYMENT INSURANCE   | -                             | -                             | 1,068                        | 1,068                         |
| 336                       | 2900-PERFORMANCE AWARDS             | -                             | -                             | -                            | -                             |
| 337                       | <b>2. MATERIALS AND SERVICES</b>    | <b>33,537</b>                 | <b>44,626</b>                 | <b>54,000</b>                | <b>59,650</b>                 |
| 338                       | 3100-OFFICE SUPPLIES & POSTAGE      | 508                           | 315                           | 750                          | 750                           |
| 339                       | 3200-OPERATING SUPPLIES             | 2,206                         | 3,839                         | 4,000                        | 4,000                         |
| 340                       | 3210-SPECIAL EVENT SUPPLIES         | -                             | -                             | -                            | -                             |
| 341                       | 3250-RECREATION SUPPLIES            | 7,786                         | 10,622                        | 10,000                       | 10,000                        |
| 342                       | 3280-YOUTH GOLF                     | -                             | 434                           | 1,000                        | 1,000                         |
| 343                       | 3290-SWIM TEAM                      | -                             | -                             | -                            | -                             |
| 344                       | 3300-RESALE ITEMS-CONCESSION SUPPLY | 4,809                         | 4,165                         | 8,000                        | 8,000                         |
| 345                       | 3310-STATE SALES TAX-PARK           | 6,767                         | 6,569                         | 8,000                        | 8,000                         |
| 346                       | 3500-MOTOR FUELS & LUBRICANTS       | 1,352                         | 2,177                         | 3,000                        | 3,000                         |
| 347                       | 3600-COMPUTER SOFTWARE              | -                             | -                             | -                            | -                             |
| 348                       | 4200-PROFESSIONAL SERVICE           | 2,303                         | 7,555                         | 4,000                        | 7,000                         |
| 349                       | 4410-ADVERTISING & PUBLICATIONS     | 429                           | 857                           | 750                          | 1,000                         |
| 350                       | 4800-DUES, SUBSCRIPTIONS & MEMBERSH | 175                           | 175                           | -                            | -                             |
| 351                       | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | 510                           | 646                           | 1,000                        | 1,000                         |
| 352                       | 5100-TELEPHONE & COMMUNICATIONS     | -                             | -                             | -                            | -                             |
| 353                       | 5200-UTILITIES                      | 5,778                         | 3,793                         | 10,000                       | 11,400                        |
| 354                       | 5300-CUSTODIAL & CLEANING SERVICES  | -                             | -                             | -                            | -                             |
| 355                       | 6000-REPAIR & MAINT--AUTOMOTIVE EQU | 229                           | 3,297                         | 2,500                        | 3,500                         |
| 356                       | 6100-REPAIR & MAINT--MACHINERY & EQ | 684                           | 183                           | 1,000                        | 1,000                         |
| 357                       | 6910-OTHER PURCHASED SERVICES       | -                             | -                             | -                            | -                             |
| 358                       | 6950-MAINTENANCE                    | -                             | -                             | -                            | -                             |
| 359                       | <b>3. CAPITAL OUTLAY</b>            | <b>-</b>                      | <b>10,790</b>                 | <b>-</b>                     | <b>-</b>                      |
| 360                       | 7300-CAPITAL MAINTENANCE            | -                             | 10,790                        | -                            | -                             |
| 361                       | 7400-BUILDING FURNITURE & EQUIPMENT | -                             | -                             | -                            | -                             |
| 362                       | 7500-AUTOMOTIVE EQUIPMENT           | -                             | -                             | -                            | -                             |



City of Ketchum | 2024 Draft Budget  
Streets and Facilities Department

The Streets & Facilities Department consists of the Street Division and Facility Maintenance Division. The department is responsible for maintaining the infrastructure of the City of Ketchum. This budget includes funding for snow removal, resurfacing streets, improving drainage, street sweeping, repairing potholes, installing, and maintaining street signs and traffic markings, maintaining street trees and public restrooms, street lighting, city beautification, and maintenance of public facilities and parks.

---

### Fiscal Year 2023 Highlights

- Increased fuel- and petroleum-related costs to reflect market conditions.
- First year full year of operating and expenses related to management of Warm Springs Preserve.
- Request to increase professional services budget (snow hauling) by \$25,000 was funded.

#### Personnel:

- One new maintenance position associated with the Preserve.

### Fiscal Year 2024 Highlights

- If the new chip seal oil works out, we would like to use it on 4<sup>th</sup> street next year.
- Roof replacement at Rotary Park.
- Phase 1 for Warm Springs Preserve (pending fundraising progress).
- Request to increase professional services budget (snow hauling) by \$25,000 was not funded. Staff feels that one-time funds could augment in a large snow year.

#### Personnel:

- Vacant funded position in Facilities currently; likely need to add additional FTE position in the future.
- Vacant position in Streets.



## Streets Expenditures

| GENERAL FUND EXPENDITURES |                                     | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|-------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 283                       | <b>9. STREETS</b>                   | <b>1,963,199</b>              | <b>1,772,768</b>              | <b>2,326,537</b>             | <b>2,110,716</b>              |
| 284                       | <b>1. PERSONAL SERVICES</b>         | <b>1,026,257</b>              | <b>1,065,121</b>              | <b>1,321,295</b>             | <b>1,327,619</b>              |
| 285                       | 1000-SALARIES                       | 607,431                       | 604,498                       | 664,605                      | 691,257                       |
| 286                       | 1500-PART-TIME                      | 3,788                         | 21,085                        | 50,196                       | 65,800                        |
| 287                       | 1800-PAY DIFFERENTIAL               | 5,594                         | 8,019                         | 15,441                       | 15,441                        |
| 288                       | 1900-OVERTIME                       | 20,406                        | 18,635                        | 66,000                       | 35,000                        |
| 289                       | 2040-VACATION/COMPENSATION PAYOUT   | -                             | -                             | -                            | -                             |
| 290                       | 2100-FICA TAXES-CITY                | 48,622                        | 53,091                        | 57,776                       | 61,774                        |
| 291                       | 2200-STATE RETIREMENT-CITY          | 75,027                        | 81,035                        | 84,182                       | 90,600                        |
| 292                       | 2400-WORKER'S COMPENSATION-CITY     | 24,841                        | 25,088                        | 38,629                       | 41,278                        |
| 293                       | 2500-HEALTH INSURANCE-CITY          | 212,624                       | 230,765                       | 287,483                      | 265,769                       |
| 294                       | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 7,192                         | 9,035                         | 12,038                       | 12,038                        |
| 295                       | 2510-DENTAL INSURANCE-CITY          | 6,221                         | 5,687                         | 6,999                        | 6,505                         |
| 296                       | 2515-VISION REIMBURSEMENT ACCT(HRA) | 4,854                         | 2,503                         | 5,850                        | 5,550                         |
| 297                       | 2600-LONG TERM DISABILITY           | 2,484                         | 2,194                         | 2,970                        | 3,187                         |
| 298                       | 2700-VACATION/SICK ACCRUAL PAYOUT   | 7,174                         | 3,486                         | 23,126                       | 27,420                        |
| 299                       | 2760-EMPLOYEE HOUSING SUBSIDY       | -                             | -                             | -                            | -                             |
| 300                       | 2800-STATE UNEMPLOYMENT INSURANCE   | -                             | -                             | 6,000                        | 6,000                         |
| 301                       | 2900-PERFORMANCE AWARDS             | -                             | -                             | -                            | -                             |
| 302                       | <b>2. MATERIALS AND SERVICES</b>    | <b>787,107</b>                | <b>707,647</b>                | <b>1,005,242</b>             | <b>783,097</b>                |
| 303                       | 3200-OPERATING SUPPLIES             | 12,437                        | 9,771                         | 16,240                       | 16,240                        |
| 304                       | 3400-MINOR EQUIPMENT                | 3,410                         | 2,728                         | 3,800                        | 3,800                         |
| 305                       | 3500-MOTOR FUELS & LUBRICANTS       | 55,910                        | 75,093                        | 109,092                      | 109,092                       |
| 306                       | 3600-COMPUTER SOFTWARE              | -                             | -                             | 6,800                        | 6,800                         |
| 307                       | 4200-PROFESSIONAL SERVICES          | 210,739                       | 183,528                       | 407,645                      | 185,000                       |
| 308                       | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | 1,801                         | 2,305                         | 4,515                        | 4,515                         |
| 309                       | 5100-TELEPHONE & COMMUNICATIONS     | 1,115                         | 905                           | 3,000                        | 2,000                         |
| 310                       | 5200-UTILITIES                      | 15,985                        | 16,332                        | 18,000                       | 19,500                        |
| 311                       | 6000-REPAIR & MAINT--AUTOMOTIVE EQU | 2,894                         | 579                           | 8,700                        | 8,700                         |
| 312                       | 6100-REPAIR & MAINT--MACHINERY & EQ | 105,279                       | 102,751                       | 98,650                       | 98,650                        |
| 313                       | 6910-OTHER PURCHASED SERVICES       | 11,151                        | 17,266                        | 16,000                       | 16,000                        |
| 314                       | 6920-SIGNS & SIGNALIZATION          | 19,419                        | 12,231                        | 16,000                       | 16,000                        |
| 315                       | 6930-STREET LIGHTING                | 18,013                        | 14,155                        | 18,500                       | 18,500                        |
| 316                       | 6950-MAINTENANCE & IMPROVEMENTS     | 328,954                       | 270,005                       | 278,300                      | 278,300                       |
| 317                       | <b>4. TRANSFERS</b>                 | <b>149,835</b>                | -                             | -                            | -                             |
| 318                       | 8840-TRANSFER TO GO BOND FUND       | 149,835                       | -                             | -                            | -                             |

# Facilities Expenditures

| GENERAL FUND EXPENDITURES |                                        | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|----------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 151                       | <b>6. FACILITY MAINTENANCE</b>         | <b>688,629</b>                | <b>858,751</b>                | <b>1,137,417</b>             | <b>1,258,992</b>              |
| 152                       | <b>1. PERSONAL SERVICES</b>            | <b>414,765</b>                | <b>470,835</b>                | <b>689,682</b>               | <b>784,842</b>                |
| 153                       | 1000-SALARIES                          | 205,693                       | 223,918                       | 308,680                      | 416,872                       |
| 154                       | 1500-PART-TIME/SEASONAL                | 27,424                        | 60,149                        | 45,000                       | 41,453                        |
| 155                       | 1800-PAY DIFFERENTIAL                  | 1,247                         | 2,270                         | 4,689                        | 4,689                         |
| 156                       | 1900-OVERTIME                          | 1,191                         | 3,346                         | 8,500                        | 8,500                         |
| 157                       | 2100-FICA TAXES - CITY                 | 18,247                        | 23,559                        | 28,065                       | 33,372                        |
| 158                       | 2200-STATE RETIREMENT - CITY           | 24,879                        | 29,964                        | 38,431                       | 48,081                        |
| 159                       | 2400-WORKER'S COMPENSATION-CITY        | 3,887                         | 4,192                         | 4,978                        | 3,983                         |
| 160                       | 2500-HEALTH INSURANCE - CITY           | 116,548                       | 115,896                       | 225,509                      | 202,346                       |
| 161                       | 2505-HEALTH REIMBURSEMENT ACCT(HRA)    | 2,141                         | 2,378                         | 7,963                        | 7,963                         |
| 162                       | 2510-DENTAL INSURANCE-CITY             | 2,301                         | 2,333                         | 4,268                        | 3,905                         |
| 163                       | 2515-VISION REIMBURSEMENT ACCT(HRA)    | 1,443                         | 893                           | 4,050                        | 4,050                         |
| 164                       | 2600-LONG TERM DISABILITY              | 865                           | 831                           | 1,548                        | 1,628                         |
| 165                       | 2700-VACATION/SICK ACCRUAL PAYOUT      | 8,898                         | -                             | -                            | -                             |
| 166                       | 2710-YEAR END COMP TIME PAYOUT         | -                             | -                             | -                            | -                             |
| 167                       | 2800-STATE UNEMPLOYMENT INSURANCE      | -                             | 1,106                         | 8,000                        | 8,000                         |
| 168                       | <b>2. MATERIALS AND SERVICES</b>       | <b>273,864</b>                | <b>387,916</b>                | <b>447,735</b>               | <b>474,150</b>                |
| 169                       | 3100-OFFICE SUPPLIES & POSTAGE         | 350                           | 49                            | 500                          | 300                           |
| 170                       | 3200-OPERATING SUPPLIES                | 6,293                         | 8,797                         | 10,000                       | 10,000                        |
| 171                       | 3500-MOTOR FUELS & LUBRICANTS          | 8,268                         | 12,873                        | 9,000                        | 16,000                        |
| 172                       | 3600-COMPUTER SOFTWARE                 | -                             | -                             | -                            | -                             |
| 173                       | 4200-PROFESSIONAL SERVICES             | 61,182                        | 60,780                        | 95,500                       | 64,500                        |
| 174                       | 4210-PROFESSIONAL SERVC-CITY TREES     | 14,204                        | 19,246                        | 15,000                       | 15,000                        |
| 175                       | 4220-PROF SERV-CITY BEAUTIFICATION     | 36,536                        | 43,518                        | 45,000                       | 50,000                        |
| 176                       | 4800-DUES, SUBSCRIPTIONS & MEMBERSH    | 280                           | 465                           | 440                          | 440                           |
| 177                       | 4900-PERSONNEL TRAINING/TRAVEL/MTG     | 109                           | -                             | 1,500                        | 1,000                         |
| 178                       | 5100-TELEPHONE & COMMUNICATIONS        | 383                           | 360                           | 720                          | 720                           |
| 179                       | 5110-COMPUTER NETWORK                  | -                             | -                             | -                            | -                             |
| 180                       | 5200-UTILITIES                         | 41,780                        | 30,732                        | 28,500                       | 32,490                        |
| 181                       | 5210-SOLID WASTE COLLECTION            | -                             | -                             | -                            | -                             |
| 182                       | 5220-RECYCLING PROGRAM-ERC             | -                             | -                             | -                            | -                             |
| 183                       | 5300-CUSTODIAL & CLEANING SERVICES     | 62,737                        | 35,627                        | 45,000                       | 83,000                        |
| 184                       | 5900-REPAIR & MAINTENANCE-BUILDINGS    | 7,024                         | 25,392                        | 33,400                       | 33,000                        |
| 185                       | 5910-REPAIR & MAINTENANCE-491 SV RD    | -                             | 80,472                        | 70,000                       | 77,000                        |
| 186                       | 5910-REPAIR & MAINTENANCE-WARM SPRINGS | -                             | 29,469                        | 47,175                       | 45,200                        |
| 187                       | 6000-REPAIR & MAINT-AUTOMOTIVE EQUI    | 1,750                         | 4,181                         | 4,500                        | 3,500                         |
| 188                       | 6100-REPAIR & MAINT--MACHINERY & EQ    | 3,095                         | 2,253                         | 5,000                        | 6,000                         |
| 189                       | 6950-MAINTENANCE                       | 29,875                        | 33,703                        | 36,500                       | 36,000                        |
| 190                       | <b>3. CAPITAL OUTLAY</b>               | <b>-</b>                      | <b>-</b>                      | <b>-</b>                     | <b>-</b>                      |
| 191                       | 7600-OTHER MACHINERY & EQUIPMENT       | -                             | -                             | -                            | -                             |
| 192                       | 7800-PARKS IRRIGATION UPGRADES         | -                             | -                             | -                            | -                             |



The Non-Departmental section of the budget contains initiatives not otherwise associated with a specific department. In FY22, the funds support contracts dedicated to citywide efforts that benefit all departments and transfers out of the General Fund to support other funds (including Capital Improvement and Trust Funds).

### Fiscal Year 2023 Highlights

- Implemented a 4% base/on-going increase to compensation and an additional 5% one-time increase.
- Included one-third of the proposed Public Works Director salary.
- Blaine County proposed an increase of \$69,215 over previous year to the Sustainability position.

#### Personnel:

- No changes.

### Fiscal Year 2024 Highlights

- Implementation of a 3% base/on-going increases to compensation market of \$50,000, and an additional 3% one-time bonus.
- Includes one-third (General Fund portion) of the proposed Public Works Director salary. Due to the unsuccessful recruitment effort, staff is pivoting to recruiting a CIP Project Manager who could be a local contractual resource.
- Includes a \$500,000 transfer from the General Fund as the local match for a grant fulfillment to fund a new/expanded Mountain Rides facility.
- Draft budget assumes new .5% and County contribution fully funds the Community Housing (City/County) department.

#### Personnel:

- KURA Executive Director reimbursed to the city.

## Non-Departmental Expenditures

| GENERAL FUND EXPENDITURES |                                      | FY 2021<br>AUDITED<br>ACTUALS | FY 2022<br>AUDITED<br>ACTUALS | FY 2023<br>AMENDED<br>BUDGET | FY 2024<br>PROPOSED<br>BUDGET |
|---------------------------|--------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| 124                       | <b>5. NON-DEPARTMENTAL</b>           | <b>504,380</b>                | <b>1,678,191</b>              | <b>1,686,616</b>             | <b>1,444,009</b>              |
| 125                       | <b>1. PERSONAL SERVICES</b>          | -                             | -                             | <b>100,266</b>               | <b>105,693</b>                |
| 126                       | 1000-SALARIES                        | -                             | -                             | 100,266                      | 70,980                        |
| 127                       | 2100-FICA TAXES - CITY               | -                             | -                             | -                            | 5,430                         |
| 128                       | 2200-STATE RETIREMENT - CITY         | -                             | -                             | -                            | 7,936                         |
| 129                       | 2400-WORKERS'S COMPENSATION -CITY    | -                             | -                             | -                            | -                             |
| 130                       | 2500-HEALTH INSURANCE - CITY         | -                             | -                             | -                            | 20,472                        |
| 131                       | 2510-DENTAL INSURANCE-CITY           | -                             | -                             | -                            | 563                           |
| 132                       | 2600-LONG TERM DISABILITY            | -                             | -                             | -                            | 312                           |
| 133                       | <b>2. MATERIALS AND SERVICES</b>     | <b>120,749</b>                | <b>298,138</b>                | <b>338,317</b>               | <b>363,317</b>                |
| 134                       | 4200-PROFESSIONAL SERVICES           | 50,835                        | 168,935                       | 205,515                      | 205,515                       |
| 135                       | 4250-BLAINE CITY TOUR                | -                             | -                             | 8,000                        | 8,000                         |
| 136                       | 4300-EMS CONSOLIDATION               | -                             | 125                           | -                            | 25,000                        |
| 137                       | 4500-1ST/WASHINGTON RENT             | 39,000                        | 36,000                        | 36,000                       | 36,000                        |
| 138                       | 6500-CONTRACT FOR SERVICE            | 17,738                        | 93,078                        | 88,802                       | 88,802                        |
| 139                       | 6510-PASS THROUGH GRANTS             | -                             | -                             | -                            | -                             |
| 140                       | 6601-MASTER TRANSPORTATION PLAN      | 13,177                        | -                             | -                            | -                             |
| 141                       | <b>4. TRANSFERS</b>                  | <b>383,630</b>                | <b>1,380,053</b>              | <b>1,248,033</b>             | <b>975,000</b>                |
| 142                       | 8802-TRANSFER TO GENERAL UTILITY DIR | -                             | -                             | 60,000                       | 60,000                        |
| 143                       | 8803-TRANSFER TO GENERAL CIP FUND    | 204,265                       | 208,054                       | 253,802                      | -                             |
| 144                       | 8805-TRANSFER TO CITY COUNTY HOUSING | -                             | 864,100                       | 266,349                      | -                             |
| 145                       | 8810-TRANSFER TO IN-LIEU HOUSING     | -                             | -                             | 201,061                      | -                             |
| 146                       | 8893-TRANSFER TO PARK TRUST-KAC      | -                             | 10,000                        | 10,000                       | 10,000                        |
| 147                       | 8894-TRANSFER TO OTHER FUNDS         | -                             | -                             | -                            | 500,000                       |
| 148                       | 8894-TRANSFER TO PARK TRT-% FOR ART  | -                             | -                             | -                            | -                             |
| 149                       | 9910-COMPENSTATION ADJUSTMENTS       | -                             | 177,250                       | 140,000                      | 140,000                       |
| 150                       | 9930-GENERAL FUND OP. CONTINGENCY    | 179,365                       | 120,649                       | 316,821                      | 265,000                       |





## Local Option Tax Fund – Original LOT and Additional 1% LOT

---

The original Local Option Tax (LOT) became effective on December 15, 1978. Since the original adoption of the LOT, voters have approved or modified the tax in 1979, 1983, 1984, 1988, 1997, and 2011. In 2011, voters approved a new fifteen-year term. The LOT is to be used for:

- a) municipal transportation
- b) open space acquisition and recreation
- c) capital improvements
- d) emergency services; police, fire, and ambulance
- e) city promotion, visitor information and special events
- f) property tax relief
- g) direct costs to collect and enforce the tax

The tax imposes 1% on retail, 1% on building material, 2% on liquor by the drink, and 2% on short-term lodging and rentals.

In November 2013, an additional 1% was added to the LOT with authority to collect for five years and was subsequently renewed by voters through December 31, 2023, for the following public purposes:

- a) maintain and increase commercial air service to Friedman Memorial Airport through the use of minimum revenue guarantees or other inducements to air providers
- b) promote and market the existing service and any future service to increase passengers
- c) all ancillary costs associated with the ongoing effort to maintain and increase commercial air service, including management costs and bussing due to flight diversions
- d) direct costs to collect and enforce the tax, including administrative and legal fees

On May 16, 2023, voters overwhelmingly (75%) approved the renewal of the 1% LOT for Air but with a new allocation of 0.5% for Air Service preservation and 0.5% for implementation of the Housing Action Plan.



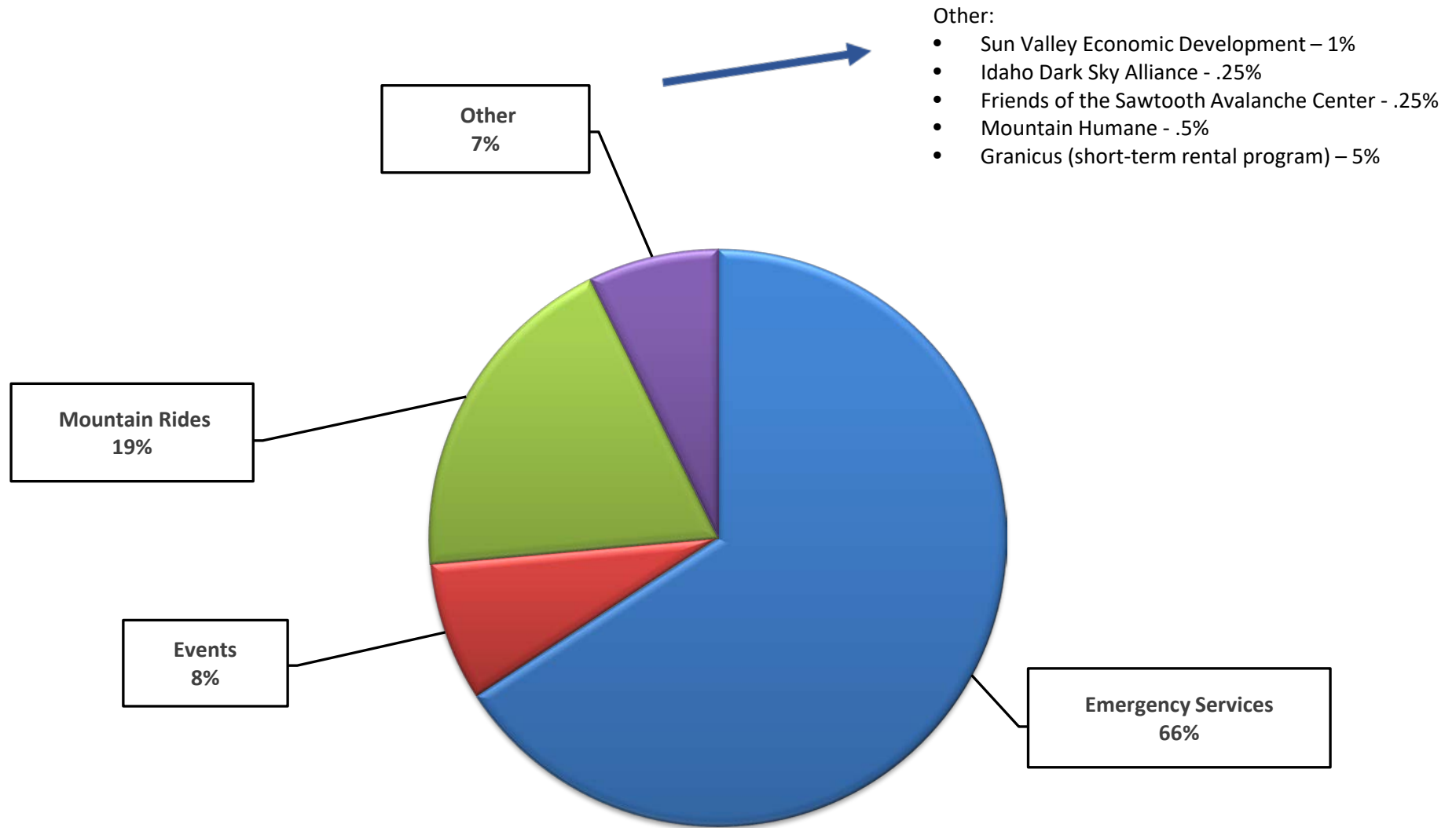
### Fiscal Year 2023 Highlights

- Any excess revenues are recommended for one-time purposes. (Mountain Rides capital local match).
- Mountain Rides' request includes a) an increase in operations/service and b) a one-time request for capital improvements.
- Visit Sun Valley is not requesting funds this fiscal year.
- There are no funds available to transfer to the Capital Improvement Plan.
- Mountain Humane has previously been a line item in the Police Department budget.
- The budget for Wagon Days has returned to its pre-pandemic funding level.

### Fiscal Year 2024 Highlights

- Any excess revenues are recommended to be allocated for one-time capital needs.
- All contract agencies, except for Mountain Rides, had similar requests to FY23.
- Mountain Rides has been awarded a federal facility grant requiring a one-time local match. Their request is based on historical capital match amount by each local jurisdiction. Current draft budget does not allocate local match funds, cuts to existing City CIP projects would be required.

# FY 2024 Original LOT Expenditures



Local Option Tax Original Fund – Revenues

|                                   | FY 2021<br>Audited<br>Actuals          | FY 2022<br>Audited<br>Actuals          | FY 2023<br>Adopted w/<br>Amended<br>Budget           | FY 2024<br>Proposed<br>Budget          | One-Time        |
|-----------------------------------|----------------------------------------|----------------------------------------|------------------------------------------------------|----------------------------------------|-----------------|
| <b>REVENUES</b>                   | 3,391,025                              | 3,784,297                              | 3,637,935                                            | 3,299,890                              | 191,578         |
|                                   |                                        |                                        |                                                      |                                        |                 |
| <b>Projected Revenue Changes</b>  | <b>FY 2021<br/>Audited<br/>Actuals</b> | <b>FY 2022<br/>Audited<br/>Actuals</b> | <b>FY 2023<br/>Adopted w/<br/>Amended<br/>Budget</b> | <b>FY 2024<br/>Proposed<br/>Budget</b> | <b>One-Time</b> |
| Fund Revenue                      | 3,391,025                              | 3,784,297                              | 2,700,000                                            | 3,195,890                              | -               |
| Fund Balance                      |                                        |                                        | 146,469                                              | 104,000                                | 191,578         |
| <b>Sub-Total</b>                  | 3,391,025                              | 3,784,297                              | 2,846,469                                            | 3,299,890                              | 191,578         |
|                                   |                                        |                                        |                                                      |                                        |                 |
| <b>Inflationary Changes</b>       |                                        |                                        |                                                      |                                        |                 |
| Fund Balance FY23 NGO's           | -                                      | -                                      | 268,000                                              |                                        |                 |
| Fund Balance FY23                 |                                        |                                        | 122,903                                              |                                        |                 |
| Fund Balance FY22 to CIP          |                                        |                                        | 400,563                                              |                                        |                 |
|                                   |                                        |                                        |                                                      |                                        |                 |
|                                   |                                        |                                        |                                                      |                                        |                 |
| <b>Sub-Total</b>                  | -                                      | -                                      | 791,466                                              | -                                      |                 |
|                                   |                                        |                                        |                                                      |                                        |                 |
| <b>Total Revenue</b>              | <b>3,391,025</b>                       | <b>3,784,297</b>                       | <b>3,637,935</b>                                     | <b>3,299,890</b>                       | <b>191,578</b>  |
|                                   |                                        |                                        |                                                      |                                        |                 |
| <b>Total Expenditures</b>         | 2,207,093                              | 4,678,850                              | 3,637,935                                            | 3,299,890                              | 191,578         |
|                                   |                                        |                                        |                                                      |                                        |                 |
| <b>Total Revenue Over/(Under)</b> | 1,183,932                              | (894,553)                              | -                                                    | (0)                                    | (0)             |

## Local Option Tax Original Fund – Expenditures

|     |                                                | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted w/<br>Amended<br>Budget | FY 2024<br>Proposed<br>Budget | One-Time       |
|-----|------------------------------------------------|-------------------------------|-------------------------------|--------------------------------------------|-------------------------------|----------------|
|     | <b>EXPENDITURES</b>                            | 2,207,093                     | 5,293,552                     | 3,637,935                                  | 3,299,890                     | 191,578        |
|     |                                                |                               |                               |                                            |                               |                |
|     |                                                | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted w/<br>Amended<br>Budget | FY 2024<br>Proposed<br>Budget | One-Time       |
| 1.  | City Emergency Services                        | 1,309,465                     | 1,718,672                     | 1,900,000                                  | 2,000,000                     |                |
| 2.  | Transfer to GF CIP                             | -                             | 1,626,362                     | 531,691                                    | 213,654                       | -              |
| 3.  | Consolidated Dispatch                          | 156,850                       | 161,556                       | 166,403                                    | 171,395                       |                |
| 4.  | Wagon Days                                     | 80,000                        | 117,000                       | 132,250                                    | 171,250                       |                |
| 5.  | Events                                         | 32,830                        | 105,409                       | 85,000                                     | 85,000                        |                |
| 6.  | Visit Sun Valley SVMA                          | 110,000                       | 200,000                       | -                                          | -                             |                |
| 7.  | Mountain Rides                                 | 469,000                       | 687,000                       | 769,000                                    | 631,000                       | 165,000        |
| 8.  | Administrative GF Direct Costs                 | 2,500                         | 3,000                         | 5,000                                      | 5,000                         |                |
| 9.  | Contingency                                    | -                             | 9,000                         | -                                          | -                             |                |
| 10. | SVED                                           | -                             | 13,750                        | 15,000                                     | -                             | 15,000         |
| 11. | Idaho Dark Sky Alliance                        | -                             | 2,200                         | 2,500                                      | -                             | 2,500          |
| 12. | Friends of the Sawtooth National FSAC          | -                             | 4,000                         | 4,000                                      | -                             | 5,000          |
| 13. | Mountain Humane                                | -                             | -                             | 4,500                                      | -                             | 4,078          |
| 14. | Other                                          | 46,448                        | 1,091                         | 1,000                                      | 1,000                         |                |
|     | <b>Total Expenditures</b>                      | <b>2,207,093</b>              | <b>4,649,040</b>              | <b>3,616,344</b>                           | <b>3,278,299</b>              | <b>191,578</b> |
|     |                                                |                               |                               |                                            |                               |                |
| 15. | <b>Granicus (Short Term Rental Compliance)</b> | -                             | 29,810                        | 21,591                                     | 21,591                        |                |
|     |                                                | -                             |                               |                                            |                               |                |
|     | <b>Total Expenditures</b>                      | <b>2,207,093</b>              | <b>4,678,850</b>              | <b>3,637,935</b>                           | <b>3,299,890</b>              | <b>191,578</b> |

Local Option Tax 1% Add'l Fund – Revenue

|                                        | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted w/<br>Amended<br>Budget | FY 2024<br>Proposed<br>Budget | One-Time |
|----------------------------------------|-------------------------------|-------------------------------|--------------------------------------------|-------------------------------|----------|
| <b>REVENUES</b>                        |                               |                               |                                            |                               |          |
|                                        | 2,847,371                     | 3,137,741                     | 3,671,147                                  | 2,682,842                     |          |
|                                        |                               |                               |                                            |                               |          |
| <b>Projected Revenue Changes</b>       |                               |                               |                                            |                               |          |
|                                        |                               |                               |                                            |                               |          |
| Fund Revenue                           | 2,847,371                     | 3,137,741                     | 2,766,247                                  | 2,566,247                     |          |
| Fund Balance                           |                               |                               |                                            | 116,595                       |          |
| <b>Sub-Total</b>                       | 2,847,371                     | 3,137,741                     | 2,766,247                                  | 2,682,842                     |          |
|                                        |                               |                               |                                            |                               |          |
| <b>Inflationary Changes</b>            |                               |                               |                                            |                               |          |
| Fund Balance FY 2022 RELEASE           | -                             | -                             | 904,900                                    |                               |          |
| Fund Balance FY 2023 RELEASE           |                               |                               | -                                          |                               |          |
| <b>Sub-Total</b>                       | -                             | -                             | 904,900                                    | -                             |          |
|                                        |                               |                               |                                            |                               |          |
| <b>Total Revenue with Changes</b>      | <b>2,847,371</b>              | <b>3,137,741</b>              | <b>3,671,147</b>                           | <b>2,682,842</b>              |          |
|                                        |                               |                               |                                            |                               |          |
| <b>Total Expenditures with Changes</b> | 3,128,800                     | 2,266,247                     | 3,671,147                                  | 2,682,842                     | -        |
|                                        |                               |                               |                                            |                               |          |
| <b>Total Revenue Over/Under</b>        | (281,429)                     | 871,495                       | -                                          | -                             |          |



Local Option Tax 1% Add'l Fund – Expenditures

| EXPENDITURES                                              | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted w/ Amended Budget | FY 2024 Proposed Budget | One-Time |
|-----------------------------------------------------------|-------------------------|-------------------------|-----------------------------------|-------------------------|----------|
|                                                           | 3,128,800               | 2,266,247               | 3,671,147                         | 2,682,842               | -        |
|                                                           |                         |                         |                                   |                         |          |
| Expenditures                                              | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted w/ Amended Budget | FY 2024 Proposed Budget | One-Time |
| SUN VALLEY AIR SERVICE BOARD                              | 3,062,553               | 2,200,000               | 2,362,500                         | 1,316,595               | -        |
| TRANSFER TO ORIG LOT-DIR COST                             | 66,247                  | 66,247                  | 66,247                            | 66,247                  | -        |
| HOUSING TRANSFER                                          |                         |                         | 337,500                           | 1,300,000               |          |
| <b>Total Expenditures</b>                                 | <b>3,128,800</b>        | <b>2,266,247</b>        | <b>2,766,247</b>                  | <b>2,682,842</b>        | <b>-</b> |
|                                                           |                         |                         |                                   |                         |          |
|                                                           |                         |                         |                                   |                         | -        |
|                                                           |                         |                         |                                   |                         |          |
| Additional Funding Requests                               |                         |                         |                                   |                         |          |
| SUN VALLEY AIR SERVICE BOARD RELEASE FUND BALANCE FY 2022 |                         |                         | 904,900                           |                         |          |
| EXCESS FUND RELEASE TO SVASB                              |                         |                         | -                                 |                         |          |
|                                                           |                         |                         |                                   |                         |          |
| <b>Total Expenditures</b>                                 | <b>3,128,800</b>        | <b>2,266,247</b>        | <b>3,671,147</b>                  | <b>2,682,842</b>        | <b>-</b> |

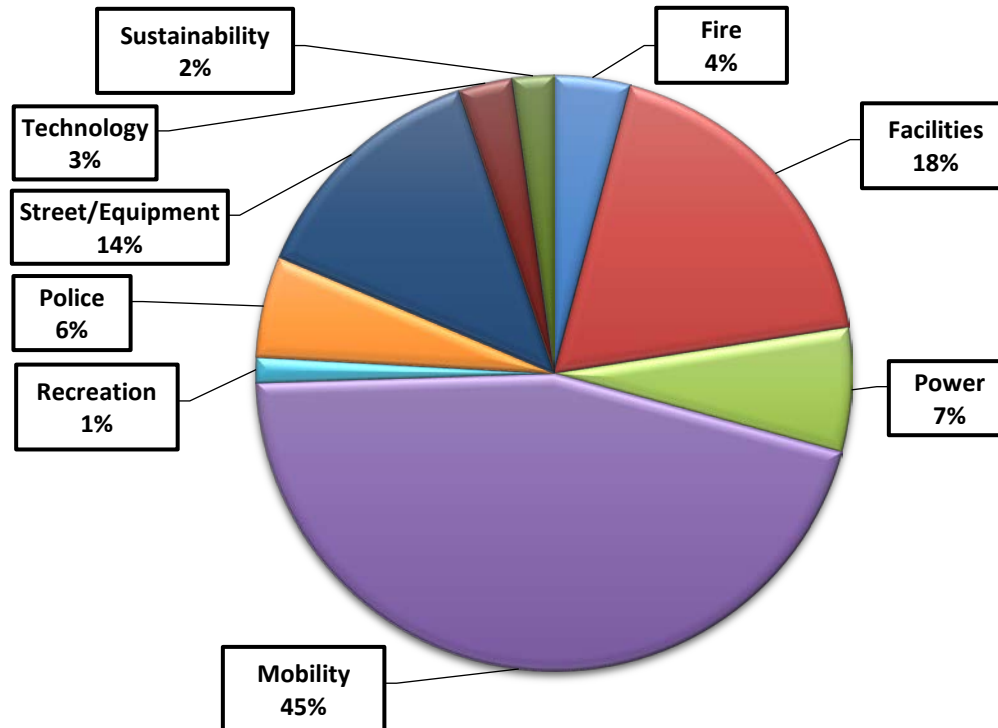


City of Ketchum | 2024 Draft Budget  
General Fund Capital Improvement Plan

Fiscal Year 2024 is the third year of the updated five-year Capital Improvement Plan. Planned expenses for FY24 total \$2,201,563. This amount is higher than presented previously in May due to updated costs associated with powerline undergrounding in conjunction with the Highway 75 project. It is also important to note that one of the street equipment purchases (\$250,000) is under review to determine if a lease-purchase is more financially advantageous.

The following pages contain expense detail for each fiscal year and is organized by function area. Project requests for the remaining fiscal years exceed the amount of funding from planned resources. Therefore, the CIP plan will be reviewed annually to make necessary changes to ensure expenses align with resources. The CIP also serves as a basis to calculate development impact fees for fire, police, and parks.

FY24 Total Proposed Expense: \$ 2,201,563





# Capital Improvement | FY24 Detail

|    | Description                                                                                           | Department              | Projected Cost     |
|----|-------------------------------------------------------------------------------------------------------|-------------------------|--------------------|
|    | <b>FY 2024</b>                                                                                        |                         |                    |
| 4  | Firefighting EQ (tools)                                                                               | Fire                    | \$14,860           |
| 5  | PPE (turnout gear)                                                                                    | Fire                    | \$31,375           |
| 6  | Radios (portable)                                                                                     | Fire                    | \$14,000           |
| 7  | Medical (city provided)                                                                               | Fire                    | \$4,000            |
| 8  | Rescue (city provided)                                                                                | Fire                    | \$24,800           |
| 9  | Shop Tools                                                                                            | Fire                    | \$2,500            |
| 10 |                                                                                                       | <b>Fire</b>             | <b>\$91,535</b>    |
| 11 | Water Conservation Upgrades Cost Savings                                                              | Facilities              | \$20,000           |
| 12 | Atkinson Park Irrigation Upgrades                                                                     | Facilities              | \$25,000           |
| 13 | Replace Trash Cans (Citywide)                                                                         | Facilities              | \$10,000           |
| 14 | Replace Gator                                                                                         | Facilities              | \$18,000           |
| 15 | Replace 2004 Ford Ranger                                                                              | Facilities              | \$35,000           |
| 16 | Splash Pad - Replace 2 Pumps                                                                          | Facilities              | \$8,500            |
| 17 | Forest Service Park upgrades                                                                          | Facilities              | TBD                |
| 18 | Forest Service Park drinking fountain/bottle filler                                                   | Facilities              | \$3,500            |
| 19 | Warm Springs Preserve - Phase I                                                                       | Facilities              | TBD                |
| 20 | Atkinson Park Refurbish Legion Ballfield                                                              | Facilities              | \$150,000          |
| 21 | Edelweiss Park Install Irrigation Hookup                                                              | Facilities              | \$10,000           |
| 22 | Rotary Park Bathroom & Shelter Roof Replacements                                                      | Facilities              | \$50,000           |
| 23 | Rotary Park addl upgrades (paint, pavers, picnic tables, play structure)                              | Facilities              | \$55,389           |
| 27 | Town Square Upgrades                                                                                  | Facilities              | TBD                |
| 28 | Solar Panels ( Fire)                                                                                  | Facilities              | TBD                |
| 29 | Power Line Undergrounding - south of town (will change)                                               | Power                   | \$150,000          |
| 30 |                                                                                                       | <b>Facilities/Power</b> | <b>\$535,389</b>   |
| 31 | Downtown Core Sidewalk infill                                                                         | Mobility                | \$222,000          |
| 32 | Sidewalk Curb and Gutter Repairs                                                                      | Mobility                | \$111,111          |
| 33 | 4th Street Paver Replacement - Phase II                                                               | Mobility                | TBD                |
| 34 | Main Street Design                                                                                    | Mobility                | \$300,000          |
| 35 | Main and 1st Street - Pedestrian Safety (Construction) (deferred from & estimated in '23)             | Mobility                | \$104,400          |
| 36 | Main Street and Sun Valley Road - Pedestrian Safety (Construction) (deferred from & estimated in '23) | Mobility                | \$113,100          |
| 37 | Main Street and 5th Street - Pedestrian Safety (Construction) (deferred from & estimated in '23)      | Mobility                | \$104,400          |
| 38 | Main Street and 6th Street - Pedestrian Safety (Construction) (deferred from & estimated in '23)      | Mobility                | \$52,200           |
| 39 |                                                                                                       | <b>Mobility</b>         | <b>\$1,007,211</b> |

|    | Description                                                                 | Department                    | Projected Cost     |
|----|-----------------------------------------------------------------------------|-------------------------------|--------------------|
|    | <b>FY 2024</b>                                                              |                               |                    |
| 40 | Pump park overhaul                                                          | Recreation                    | \$10,000           |
| 41 | John Deere Gator                                                            | Recreation                    | \$20,000           |
| 42 |                                                                             | <b>Recreation</b>             | <b>\$30,000</b>    |
| 43 | Patrol vehicle replacement HOLD                                             | Police                        | \$57,000           |
| 44 | Tasers                                                                      | Police                        | \$30,509           |
| 45 | Mobile radios                                                               | Police                        | \$18,154           |
| 46 | Body Cams                                                                   | Police                        | \$16,765           |
| 47 |                                                                             | <b>Police</b>                 | <b>\$122,428</b>   |
| 48 | Elgin Eagle (2006) - Sweeper (lease/purchase TBD)                           | Street/Equipment              | \$250,000          |
| 49 | Dodge Durango (2001) - replacement car (might repurpose from another dept.) | Street/Equipment              | \$50,000           |
| 50 |                                                                             | <b>Street/Equipment</b>       | <b>\$300,000</b>   |
| 51 | IT Upgrades                                                                 | Technology                    | \$65,000           |
| 52 |                                                                             | <b>Technology</b>             | <b>\$65,000</b>    |
| 53 | Sustainability Infrastructure                                               | Sustainability Infrast        | \$50,000           |
| 54 |                                                                             | <b>Sustainability Infrast</b> | <b>\$50,000</b>    |
| 55 | % for Art                                                                   | % for Art                     | \$0                |
| 56 |                                                                             | <b>% for Art</b>              | <b>\$0</b>         |
| 58 | <b>2024 Proposed Totals</b>                                                 |                               | <b>\$2,201,563</b> |

\*Highlight = projects on hold.

\*\*Council-approved budget amendments will be made in FY24 to align project totals and Ketchum Urban Renewal Agency (KURA) reimbursements.

# Capital Improvement | FY25 Detail

|    | Description                                                      | Department              | Projected Cost     |
|----|------------------------------------------------------------------|-------------------------|--------------------|
|    | <b>FY 2025</b>                                                   |                         |                    |
| 5  | Firefighting EQ (tools)                                          | Fire                    | \$14,860           |
| 6  | PPE (turnout gear)                                               | Fire                    | \$31,375           |
| 7  | Radios (portable)                                                | Fire                    | \$14,000           |
| 8  | Medical (city provided)                                          | Fire                    | \$4,000            |
| 9  | Rescue (city provided)                                           | Fire                    | \$24,800           |
| 10 | Utility Pickup                                                   | Fire                    | \$110,000          |
| 11 | Shop Tools                                                       | Fire                    | \$2,500            |
| 12 |                                                                  | <b>Fire</b>             | <b>\$201,535</b>   |
| 13 | Water Conservation Upgrades Cost Savings                         | Facilities              | \$20,000           |
| 14 | Replace Gravely Zero turn mower                                  | Facilities              | \$16,000           |
| 15 | Replace Rotary Park drinking fountain                            | Facilities              | \$3,500            |
| 16 | Replace Rotary Park river pathway                                | Facilities              | \$15,000           |
| 17 | Atkinson Park Irrigation Upgrades                                | Facilities              | \$25,000           |
| 18 | Farnlun Park Irrigation Hookup                                   | Facilities              | \$10,000           |
| 19 | Farnlun Park Potable Water                                       | Facilities              | \$15,000           |
| 20 | Skate Park - Permanent Bathrooms                                 | Facilities              | \$125,000          |
| 21 | Replace Trash Cans (Citywide)                                    | Facilities              | \$10,000           |
| 22 | Town Square Upgrades                                             | Facilities              | TBD                |
| 23 | Power Line Undergrounding                                        | Power                   | \$180,000          |
| 24 |                                                                  | <b>Facilities/Power</b> | <b>\$419,500</b>   |
| 25 | Lewis & Northwood - sidewalk, gutter, roadway (Engineering)      | Mobility                | \$200,000          |
| 26 | Warm Springs lift area - sidewalk, gutter, roadway (Engineering) | Mobility                | \$250,000          |
| 27 | 1st Avenue and 1st Street - Pedestrian Safety                    | Mobility                | \$130,000          |
| 28 | 1st Avenue and 4th Street - Pedestrian Safety                    | Mobility                | \$140,000          |
| 29 | 1st Avenue and 5th Street - Pedestrian Safety                    | Mobility                | \$140,000          |
| 30 | East Avenue and 2nd Street - Pedestrian Safety                   | Mobility                | \$120,000          |
| 31 | East Avenue and 5th Street - Pedestrian Safety                   | Mobility                | \$130,000          |
| 32 | Town Square Alley - asphalt                                      | Mobility                | \$50,000           |
| 33 | Walnut Avenue Mill & Overlay (dependent on fog sealing project)  | Mobility                | \$500,993          |
| 34 | Main Street Design                                               | Mobility                | \$450,000          |
| 34 | SH-75 Pathway-North of Town (Construction)                       | Mobility                | \$257,000          |
| 35 | Downtown Core Sidewalk infill                                    | Mobility                | \$222,000          |
| 36 | Sidewalk Curb and Gutter Repairs                                 | Mobility                | \$111,111          |
| 37 |                                                                  | <b>Mobility</b>         | <b>\$2,701,104</b> |

*Highlight = projects on hold*

|    | Description                                        | Department                        | Projected Cost     |
|----|----------------------------------------------------|-----------------------------------|--------------------|
|    | <b>FY 2025</b>                                     |                                   |                    |
| 38 | New vehicle (hybrid)                               | Police                            | \$60,000           |
| 39 | New handguns (12 units included)                   | Police                            | \$14,000           |
| 40 | Tasers                                             | Police                            | \$7,000            |
| 41 |                                                    | <b>Police</b>                     | <b>\$81,000</b>    |
| 42 | Standby Generator                                  | Street/Equipment                  | \$150,000          |
| 43 | Elgin Geovac (2000) - Sweeper (lease/purchase TBD) | Street/Equipment                  | \$300,000          |
| 44 | 140 Grader (TBD) - (lease/purchase TBD)            | Street/Equipment                  | \$450,000          |
| 45 |                                                    | <b>Street/Equipment</b>           | <b>\$900,000</b>   |
| 46 | IT Upgrades                                        | Technology                        | \$65,000           |
| 47 |                                                    | <b>Technology</b>                 | <b>\$65,000</b>    |
| 48 | Sustainability Infrastructure                      | Sustainability Infrastruct        | \$50,000           |
| 49 |                                                    | <b>Sustainability Infrastruct</b> | <b>\$50,000</b>    |
| 50 | % for Art                                          | % for Art                         | \$0                |
| 51 |                                                    | <b>% for Art</b>                  | <b>\$0</b>         |
| 52 | <b>2025 Proposed Totals</b>                        |                                   | <b>\$4,418,139</b> |

# Capital Improvement | FY26 Detail

|    | Description                                                        | Department                           | Projected Cost     |
|----|--------------------------------------------------------------------|--------------------------------------|--------------------|
|    | <b>FY 2026</b>                                                     |                                      |                    |
| 5  | Firefighting EQ (tools)                                            | Fire                                 | \$14,860           |
| 6  | PPE (turnout gear)                                                 | Fire                                 | \$31,375           |
| 7  | Radios (portable)                                                  | Fire                                 | \$14,000           |
| 8  | Medical (city provided)                                            | Fire                                 | \$4,000            |
| 9  | Rescue (city provided)                                             | Fire                                 | \$24,800           |
| 10 | Shop Tools                                                         | Fire                                 | \$2,500            |
| 11 |                                                                    | <b>Fire</b>                          | <b>\$91,535</b>    |
| 12 | Atkinson Park Irrigation Upgrades                                  | Facilities                           | \$25,000           |
| 13 | Paint Ore Wagon Museum                                             | Facilities                           | \$25,000           |
| 14 | City Hall Elevator Replacement                                     | Facilities                           | \$120,000          |
| 15 | City Hall Electrical Upgrades                                      | Facilities                           | TBD                |
| 16 | Replace Rotary Park restroom fixtures                              | Facilities                           | \$8,500            |
| 17 | Replace Trash Cans (Citywide)                                      | Facilities                           | \$10,000           |
| 18 | Power Line Undergrounding                                          | Power                                | \$180,000          |
| 19 |                                                                    | <b>Facilities/Power</b>              | <b>\$368,500</b>   |
| 20 | Warm Springs Road and Saddle Road - Pedestrian Safety              | Mobility                             | \$170,000          |
| 21 | Downtown Core Sidewalk infill                                      | Mobility                             | \$222,000          |
| 22 | Warm Springs Road Reconfiguration                                  | Mobility                             | TBD                |
| 23 | East Avenue Reconstruction (dependent on 23's fog sealing project) | Mobility                             | \$1,345,982        |
| 24 | Sidewalk Curb and Gutter Repairs                                   | Mobility                             | \$111,111          |
| 25 |                                                                    | <b>Mobility</b>                      | <b>\$1,849,093</b> |
| 26 | Vehicle Replacement                                                | Police                               | \$60,000           |
| 27 | Tasers                                                             | Police                               | \$7,000            |
| 28 |                                                                    | <b>Police</b>                        | <b>\$67,000</b>    |
| 29 | Elgin Pelican (2001) - Sweeper (lease/purchase TBD)                | Street/Equipment                     | \$300,000          |
| 30 | New Snow Blower - (lease/purchase TBD)                             | Street/Equipment                     | \$850,000          |
| 31 | Boom Truck                                                         | Street/Equipment                     | \$100,000          |
| 32 |                                                                    | <b>Street/Equipment</b>              | <b>\$1,250,000</b> |
| 33 | IT Upgrades                                                        | Technology                           | \$65,000           |
| 34 |                                                                    | <b>Technology</b>                    | <b>\$65,000</b>    |
| 35 | Sustainability Infrastructure                                      | Sustainability Infrastructure        | \$50,000           |
| 36 |                                                                    | <b>Sustainability Infrastructure</b> | <b>\$50,000</b>    |
| 37 | % for Art                                                          | % for Art                            | \$0                |
| 38 |                                                                    | <b>% for Art</b>                     | <b>\$0</b>         |
| 39 | <b>2026 Proposed Totals</b>                                        |                                      | <b>\$3,741,128</b> |

Highlight = projects on hold

## Capital Improvement | FY27 Detail

|    | Description                      | Department                           | Projected Cost     |
|----|----------------------------------|--------------------------------------|--------------------|
| 4  | <b>FY 2027</b>                   |                                      |                    |
| 4  | Firefighting EQ (tools)          | Fire                                 | \$14,860           |
| 5  | PPE (turnout gear)               | Fire                                 | \$31,375           |
| 6  | Radios (portable)                | Fire                                 | \$14,000           |
| 7  | Medical (city provided)          | Fire                                 | \$4,000            |
| 8  | Rescue (city provided)           | Fire                                 | \$24,800           |
| 9  | Command Vehicle                  | Fire                                 | \$150,000          |
| 9  | Shop Tools                       | Fire                                 | \$2,500            |
| 10 |                                  | <b>Fire</b>                          | <b>\$241,535</b>   |
| 11 | Replace Trash Cans (Citywide)    | Facilities                           | \$10,000           |
| 12 | Power Line Undergrounding        | Power                                | \$180,000          |
| 13 |                                  | <b>Facilities/Power</b>              | <b>\$190,000</b>   |
| 14 | Downtown Core Sidewalk infill    | Mobility                             | \$222,000          |
| 15 | Sidewalk Curb and Gutter Repairs | Mobility                             | \$111,111          |
| 16 |                                  | <b>Mobility</b>                      | <b>\$333,111</b>   |
| 17 | Zamboni                          | Recreation                           | \$60,000           |
| 18 |                                  | <b>Recreation</b>                    | <b>\$60,000</b>    |
| 19 | Rifle Replacements (18 Units)    | Police                               | \$18,000           |
| 20 | Tasers                           | Police                               | \$7,000            |
| 21 | Vehicle Purchase                 | Police                               | \$60,000           |
| 22 |                                  | <b>Police</b>                        | <b>\$85,000</b>    |
| 23 | Kenworth 10-Wh T 800 (1992)      | Street/Equipment                     | \$200,000          |
| 24 | Bobcat Toolcat (2013)            | Street/Equipment                     | \$83,900           |
| 25 | F350 Flatbed (2000)              | Street/Equipment                     | \$60,000           |
| 26 |                                  | <b>Street/Equipment</b>              | <b>\$343,900</b>   |
| 27 | IT Upgrades                      | Technology                           | \$65,000           |
| 28 |                                  | <b>Technology</b>                    | <b>\$65,000</b>    |
| 29 | Sustainability Infrastructure    | Sustainability Infrastructure        | \$50,000           |
| 30 |                                  | <b>Sustainability Infrastructure</b> | <b>\$50,000</b>    |
| 31 | % for Art                        | % for Art                            | \$0                |
| 32 |                                  | <b>% for Art</b>                     | <b>\$0</b>         |
| 33 | <b>2027 Proposed Totals</b>      |                                      | <b>\$1,368,546</b> |

# Capital Improvement | FY28 to FY33 Detail

|                                                      | 2028           | 2029           | 2030                   | 2031           | 2032           | 2033           |
|------------------------------------------------------|----------------|----------------|------------------------|----------------|----------------|----------------|
|                                                      | Projected Cost | Projected Cost | Projected Cost         | Projected Cost | Projected Cost | Projected Cost |
| <b>Fire</b>                                          |                |                |                        |                |                |                |
| Station 2                                            | \$ 9,000,000   |                |                        |                |                |                |
| Engine 2                                             |                |                | \$ 1,000,000.00        |                |                |                |
|                                                      |                |                |                        |                |                |                |
| <b>Department Total</b>                              | \$ 9,000,000   |                | \$ 1,000,000.00        |                |                |                |
| <b>Facilities</b>                                    |                |                |                        |                |                |                |
| benches for skate park                               | \$ 7,500.00    |                |                        |                |                |                |
| Replace F350                                         |                |                |                        |                | \$ 55,000.00   |                |
| Lucy Loken Restroom redo                             |                |                | \$ 25,000.00           |                |                |                |
| dump trailer                                         |                |                |                        |                |                |                |
| Mini sweeper                                         | \$ 150,000.00  |                |                        |                |                |                |
| Lucy Loken Drinking fountain                         | \$ 3,500.00    |                |                        |                |                |                |
|                                                      |                |                |                        |                |                |                |
| <b>Department Total</b>                              | \$ 161,000.00  |                | \$ 25,000.00           |                | \$ 55,000.00   |                |
| <b>Power</b>                                         |                |                |                        |                |                |                |
|                                                      |                |                |                        |                |                |                |
|                                                      |                |                |                        |                |                |                |
| <b>Department Total</b>                              |                |                |                        |                |                |                |
| <b>Mobility</b>                                      |                |                |                        |                |                |                |
| City Wide Pavement Condition Survey                  | \$ 100,000.00  |                |                        |                |                |                |
| SH-75 Corridor Signal Upgrades                       | \$ 140,000.00  |                |                        |                |                |                |
| Traffic Signals Computer/Server                      | \$ 10,000.00   | \$ 5,000.00    | \$ 5,000.00            | \$ 5,000.00    | \$ 5,000.00    | \$ 5,000.00    |
| Warm Springs and Parkway Dr. Sidewalk (engineering)  | \$ 20,000.00   |                |                        |                |                |                |
| Warm Springs and Parkway Dr. Sidewalk (construction) | \$ 250,000.00  |                |                        |                |                |                |
| Transportation Plan Update                           |                |                |                        | \$ 100,000.00  |                |                |
| Downtown Core Sidewalk infill                        | \$ 222,000.00  | \$ 222,000.00  | \$ 222,000.00          | \$ 222,000.00  | \$ 222,000.00  | \$ 222,000.00  |
| Sidewalk Curb and Gutter Repairs                     | \$ 111,111.00  | \$ 111,111.00  | \$ 111,111.00          | \$ 111,111.00  | \$ 111,111.00  | \$ 111,111.00  |
|                                                      |                |                |                        |                |                |                |
| <b>Department Total</b>                              | \$ 853,111.00  | \$ 338,111.00  | \$ 338,111.00          | \$ 438,111.00  | \$ 338,111.00  | \$ 338,111.00  |
| <b>Recreation</b>                                    |                |                |                        |                |                |                |
| Quick hitch broom for tractor                        | \$ 1,000.00    |                |                        |                |                |                |
| Rec building garage ceiling repair                   |                | \$ 20,000.00   |                        |                |                |                |
| Field paint liner                                    | \$ 2,000.00    |                |                        |                |                |                |
| Tennis/pickleball court resurface/paint              |                |                | \$ 20,000.00           |                |                |                |
| Toolcat/bobcat for winter use                        | \$ 60,000.00   |                |                        |                |                |                |
| John deer tractor                                    |                |                |                        | \$ 15,000.00   |                |                |
| Tennis/pickleball posts and nets                     |                |                |                        |                | \$ 15,000.00   |                |
| Passenger van                                        |                |                |                        |                |                | \$ 20,000.00   |
|                                                      |                |                |                        |                |                |                |
| <b>Department Total</b>                              | \$ 63,000.00   | \$ 20,000.00   | \$ 20,000.00           | \$ 15,000.00   | \$ 15,000.00   | \$ 20,000.00   |
| <b>Police</b>                                        |                |                |                        |                |                |                |
| WatchGuard (body camera system)                      |                | \$ 25,000.00   |                        |                |                |                |
| Lifeloc Breath Alcohol Testers (4)                   | \$ 3,200.00    |                |                        |                |                |                |
| Calibration Machine                                  | TBD            |                |                        |                |                |                |
| Tasers (5)                                           |                |                | \$ 7,500.00            |                |                |                |
|                                                      |                |                |                        |                |                |                |
| <b>Department Total</b>                              | \$ 3,200.00    | \$ 25,000.00   | \$ 7,500.00            |                |                |                |
| <b>Streets</b>                                       |                |                |                        |                |                |                |
| Osh Kosh P-2323 Plow                                 | \$300,000.00   |                |                        |                |                |                |
| Osh Kosh P-2323 Plow                                 |                | \$300,000.00   |                        |                |                |                |
| Osh Kosh P-2323 Plow                                 |                |                | \$300,000.00           |                |                |                |
| CAT 966G Series II A                                 | \$550,000.00   |                |                        |                |                |                |
| Kenworth T800 (1993)                                 |                |                |                        | \$200,000.00   |                |                |
| Kenworth T800 (2001)                                 |                |                |                        |                | \$200,000.00   |                |
| Ford Expedition                                      |                |                | \$53,000.00 Base Model |                |                |                |
| <b>Department Total</b>                              | \$850,000.00   | \$300,000.00   | \$353,000.00           | \$200,000.00   | \$200,000.00   |                |



## Enterprise Funds



The Water Division of the Utilities Department is responsible for providing potable water to the residents and businesses of Ketchum. The division operates several well sites and reservoirs throughout the city. The division also reads meters, repairs meters, supervises the installation of water taps, and processes utility billing.

---

### Fiscal Year 2023 Highlights

- Adopted new tiered rate structure to promote water conservation.
- Increased funding to implement multi-year Capital Improvement Plan.

#### Personnel:

- No changes.

### Fiscal Year 2024 Highlights

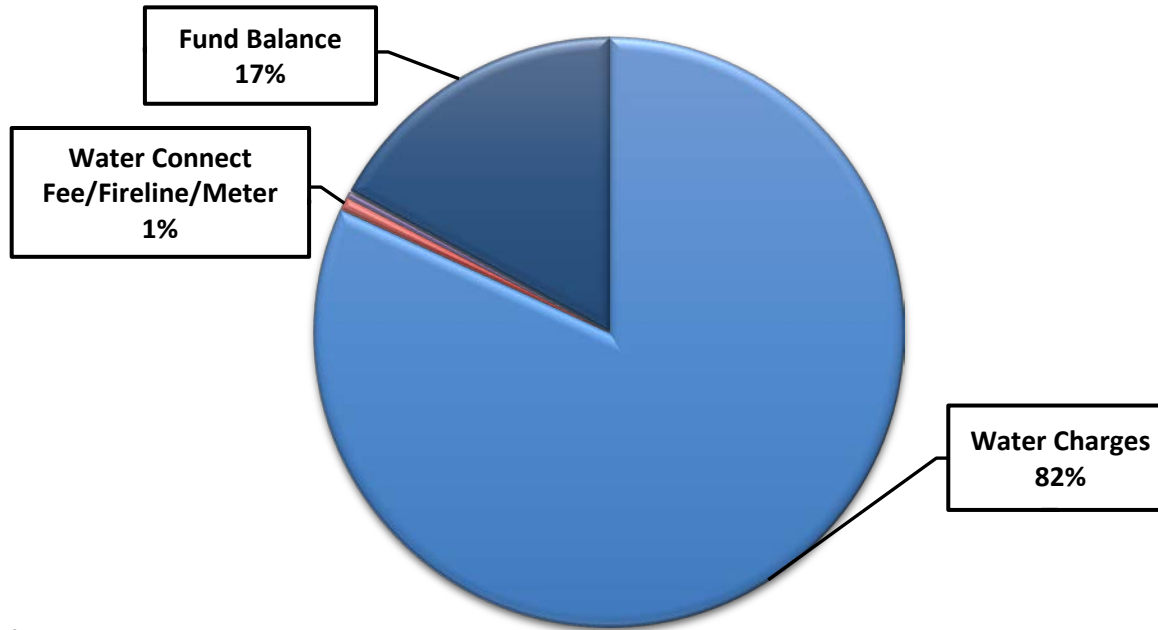
- Finish up construction of back-up generation to our main water producing well Northwood.
- Continue planning, development and implementation of CIP projects.
- Purchasing a small hydro-vac system to aid in our valve maintenance program.
- Financial model assumes 5% rate increase to off-set personnel and implement CIP.

#### Personnel:

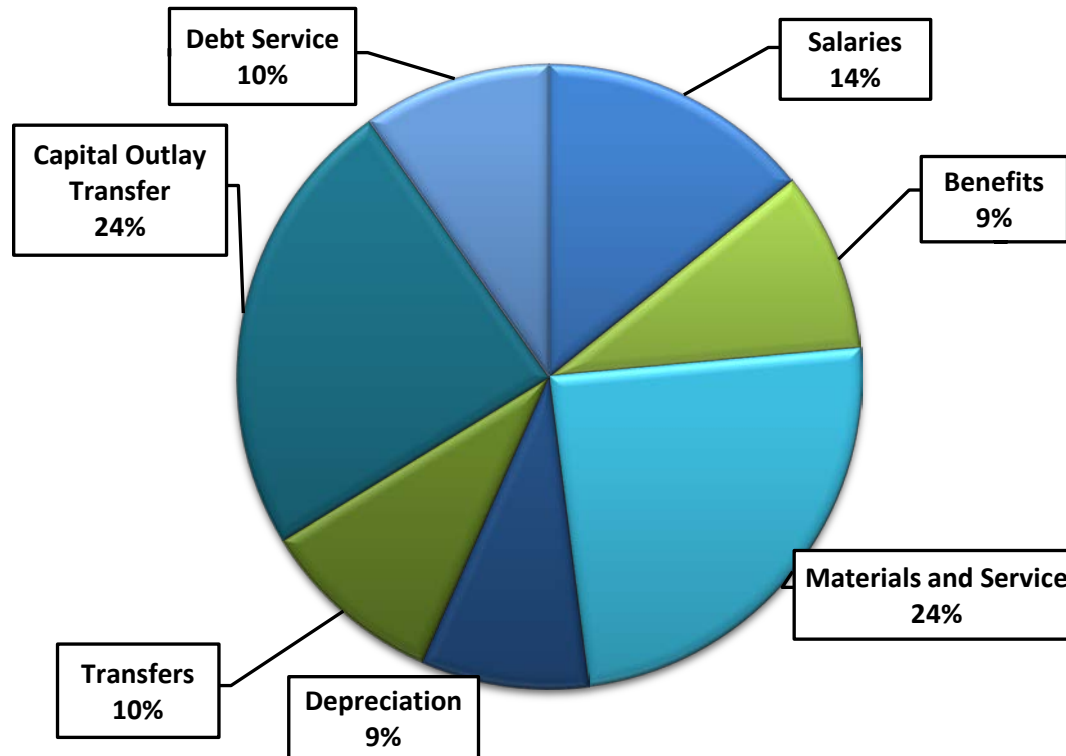
- No changes.



# FY24 Water Resources



# FY 2024 Water Requirements





## Water Division Revenues & Expenditures

|                                     | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget |                           | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget |
|-------------------------------------|-------------------------|-------------------------|------------------------|-------------------------|---------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| <b>Revenues</b>                     |                         |                         |                        |                         | <b>Expenditures</b>       |                         |                         |                        |                         |
| <b>WATER</b>                        | 2,286,824               | 2,158,405               | 2,815,101              | 3,168,928               | <b>WATER</b>              | 2,065,612               | 2,182,339               | 2,815,101              | 3,168,928               |
|                                     |                         |                         |                        |                         |                           |                         |                         |                        |                         |
|                                     | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget |                           | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget |
| <b>Revenues</b>                     |                         |                         |                        |                         | <b>Expenditures</b>       |                         |                         |                        |                         |
| 1. WATER CHARGES                    | 2,247,669               | 2,107,641               | 2,357,768              | 2,593,545               | 1. SALARIES               | 283,901                 | 324,986                 | 441,535                | 450,760                 |
| 2. WA CONNECT FEE/FIRELINE/METER    | 13,853                  | 21,289                  | 23,000                 | 23,000                  | 2. BENEFITS               | 159,540                 | 156,431                 | 283,764                | 295,571                 |
| 3. WATER INSPECTION FEES            | -                       | -                       | -                      | -                       | 3. MATERIALS AND SERVICES | 434,492                 | 551,582                 | 464,193                | 773,666                 |
| 4. INTEREST EARNINGS                | 5,383                   | 12,435                  | 10,000                 | 10,000                  | 4. DEPRECIATION           | 268,051                 | 269,689                 | 275,000                | 275,000                 |
| 5. REFUNDS & REIMBURSEMENTS         | (1,321)                 | 33,231                  | -                      | -                       | 5. TRANSFERS              | 791,359                 | 754,934                 | 275,000                | 304,444                 |
| 6. MISCELLANEOUS REVENUE            | 1,863                   | 1,210                   | 2,500                  | 2,500                   | 6. CAPITAL OUTLAY TRANFER | 5,750                   | -                       | 767,365                | 760,000                 |
| 7. GAIN(LOSS) ON PENSION ACTIVITY   | 19,378                  | (16,086)                | -                      | -                       | 7. DEBT SERVICE           | 128,269                 | 124,716                 | 308,244                | 309,487                 |
| 7. FUND BALANCE                     | 0                       | -                       | 421,833                | 539,883                 | <b>Total Expenditures</b> | <b>2,071,362</b>        | <b>2,182,339</b>        | <b>2,815,101</b>       | <b>3,168,928</b>        |
| <b>Total Revenue less Transfers</b> | 2,286,824               | 2,159,720               | 2,815,101              | 3,168,928               |                           |                         |                         |                        |                         |
| <b>Transfers</b>                    | -                       | -                       | -                      | -                       | <b>Funding Requests</b>   |                         |                         |                        |                         |
| <b>Total Revenue</b>                | <b>2,286,824</b>        | <b>2,159,720</b>        | <b>2,815,101</b>       | <b>3,168,928</b>        |                           |                         |                         |                        |                         |
|                                     |                         |                         |                        |                         |                           |                         |                         |                        |                         |
| <b>Total Revenue</b>                | <b>2,286,824</b>        | <b>2,159,720</b>        | <b>2,815,101</b>       | <b>3,168,928</b>        | <b>Sub-total</b>          | -                       | -                       | -                      | -                       |
|                                     |                         |                         |                        |                         |                           |                         |                         |                        |                         |
| <b>Total Expenditures</b>           | <b>2,071,362</b>        | <b>2,182,339</b>        | <b>2,815,101</b>       | <b>3,168,928</b>        | <b>Total Expenditures</b> | <b>2,071,362</b>        | <b>2,182,339</b>        | <b>2,815,101</b>       | <b>3,168,928</b>        |
|                                     |                         |                         |                        |                         |                           |                         |                         |                        |                         |
| <b>Total Revenue Over/(Under)</b>   | <b>215,462</b>          | <b>(22,619)</b>         | <b>0</b>               | <b>(0)</b>              |                           |                         |                         |                        |                         |

# Water Fund Expenditures

|    |                                     | FY 2023             |                     |                     |                     |
|----|-------------------------------------|---------------------|---------------------|---------------------|---------------------|
|    |                                     | FY 2021 AUDITED     | FY 2022 AUDITED     | ADOPTED/AMENDED     | FY 2024 PROPOSED    |
|    |                                     | ACTUALS             | ACTUALS             | BUDGET              | BUDGET              |
|    | <b>1. WATER</b>                     | <b>1,937,343.24</b> | <b>2,057,623.04</b> | <b>2,506,856.71</b> | <b>2,866,233.24</b> |
|    | <b>1. PERSONAL SERVICES</b>         | <b>443,441.20</b>   | <b>481,417.21</b>   | <b>725,298.71</b>   | <b>753,123.24</b>   |
| 1  | 1000-SALARIES-WATER                 | 261,012.45          | 298,924.94          | 410,535.00          | 411,099.00          |
| 2  | 1800-PAY DIFFERENTIAL               | 18,643.78           | 20,958.42           | 20,000.00           | 20,000.00           |
| 3  | 1900-OVERTIME                       | 4,244.74            | 5,102.64            | 11,000.00           | 11,000.00           |
| 4  | 2100-FICA TAXES-CITY                | 22,628.27           | 25,481.00           | 33,777.43           | 33,820.57           |
| 5  | 2200-STATE RETIREMENT-CITY          | 33,078.89           | 39,918.03           | 52,719.28           | 49,426.67           |
| 6  | 2400-WORKMEN'S COMPENSATION-CITY    | 7,009.01            | 8,035.85            | 8,074.00            | 21,232.00           |
| 7  | 2500-HEALTH INSURANCE-CITY          | 68,697.90           | 76,627.18           | 169,019.00          | 187,869.00          |
| 8  | 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 1,685.84            | 2,073.17            | 8,529.00            | 8,529.00            |
| 9  | 2510-DENTAL INSURANCE-CITY          | 2,632.11            | 2,530.00            | 5,789.00            | 4,261.00            |
| 10 | 2515-VISION REIMBURSEMENT ACCT(HRA) | 771.37              | 848.10              | 4,050.00            | 3,900.00            |
| 11 | 2600-LONG TERM DISABILITY           | 1,019.88            | 917.88              | 1,806.00            | 1,986.00            |
| 12 | 2700-VACATION/SICK ACCRUAL PAYOUT   | 22,016.96           | -                   | -                   | -                   |
| 13 | 2710-VACATION/COMPENSATION PAYOUT   | -                   | -                   | -                   | -                   |
| 14 | 2760-EMPLOYEE HOUSING SUBSIDY       | -                   | -                   | -                   | -                   |
| 15 | 2800-STATE UNEMPLOYMENT INSURANCE   | -                   | -                   | -                   | -                   |
| 16 | <b>2. MATERIALS AND SERVICES</b>    | <b>428,742.36</b>   | <b>551,582.42</b>   | <b>721,193.00</b>   | <b>773,666.00</b>   |
| 17 | 3100-OFFICE SUPPLIES & POSTAGE      | 1,118.31            | 335.28              | 2,000.00            | 1,000.00            |
| 18 | 3120-DATA PROCESSING                | 5,154.85            | 5,394.10            | 7,100.00            | 6,000.00            |
| 19 | 3200-OPERATING SUPPLIES             | 12,923.03           | 15,032.60           | 16,500.00           | 16,500.00           |
| 20 | 3250-LABORATORY/ANALYSIS            | 2,855.50            | 7,305.00            | 4,000.00            | 4,000.00            |
| 21 | 3400-MINOR EQUIPMENT                | 1,069.43            | 1,414.14            | 2,500.00            | 2,500.00            |
| 22 | 3500-MOTOR FUELS & LUBRICANTS       | 10,306.26           | 10,467.46           | 18,000.00           | 15,000.00           |
| 23 | 3600-COMPUTER SOFTWARE              | 5,193.40            | 7,875.00            | 10,000.00           | 10,000.00           |
| 24 | 3800-CHEMICALS                      | 6,754.61            | 6,607.60            | 12,000.00           | 10,000.00           |
| 25 | 4200-PROFESSIONAL SERVICES          | 13,442.82           | 102,294.47          | 170,000.00          | 170,000.00          |
| 26 | 4300-STATE & WA DISTRICT FEES       | 10,714.00           | 20,817.09           | 17,000.00           | 60,000.00           |
| 27 | 4600-INSURANCE                      | 14,000.00           | 14,000.00           | 14,000.00           | 17,320.00           |
| 28 | 4800-DUES, SUBSCRIPTIONS, & MEMBERS | -                   | 464.00              | 8,000.00            | 1,000.00            |
| 29 | 4900-PERSONNEL TRAINING/TRAVEL/MTG  | 1,423.89            | 2,504.11            | 8,000.00            | 5,000.00            |
| 30 | 5000-ADMINISTRATIVE EXPENSE-GEN FND | 106,090.00          | 109,272.70          | 91,761.00           | 110,169.00          |
| 31 | 5100-TELEPHONE & COMMUNICATIONS     | 4,592.16            | 9,625.03            | 13,500.00           | 13,500.00           |
| 32 | 5200-UTILITIES                      | 111,728.77          | 91,408.51           | 120,000.00          | 120,000.00          |
| 33 | 5500-RIGHT-OF-WAY FEE (STREET DEPT) | 91,446.00           | 112,351.00          | 121,832.00          | 129,677.00          |
| 34 | 6000-REPAIR & MAINT-AUTO EQUIP      | 5,332.63            | 9,873.67            | 15,000.00           | 12,000.00           |
| 35 | 6100-REPAIR & MAINT-MACH & EQUIP    | 23,746.70           | 20,951.35           | 60,000.00           | 60,000.00           |
| 36 | 6910-OTHER PURCHASED SERVICES       | 850.00              | 3,589.31            | 10,000.00           | 10,000.00           |

Water Fund Expenditures, cont.

|    |                                     | FY 2021 AUDITED<br>ACTUALS | FY 2022 AUDITED<br>ACTUALS | FY 2023<br>ADOPTED/AMENDED<br>BUDGET | FY 2024 PROPOSED<br>BUDGET |
|----|-------------------------------------|----------------------------|----------------------------|--------------------------------------|----------------------------|
| 37 | <b>3. CAPITAL OUTLAY</b>            | <b>273,800.68</b>          | <b>269,689.25</b>          | <b>275,000.00</b>                    | <b>275,000.00</b>          |
| 38 | 7100-WATER EASEMENTS, LAND, ETC     | 5,750.00                   | -                          | -                                    | -                          |
| 39 | 7900-DEPRECIATION EXPENSE           | 268,050.68                 | 269,689.25                 | 275,000.00                           | 275,000.00                 |
| 40 | <b>4. OTHER EXPENDITURES</b>        | <b>791,359.00</b>          | <b>754,934.16</b>          | <b>785,365.00</b>                    | <b>1,064,444.00</b>        |
| 41 | 8801-REIMBURSE CITY GENERAL FUND    | 279,172.00                 | 287,547.16                 | 233,365.00                           | 286,444.00                 |
| 42 | 8803-REIMBURSE GF CIP-TECH/LEASING  | 6,387.00                   | 6,387.00                   | -                                    | -                          |
| 43 | 8864-TRANSFER TO WA CAPITAL IMP FND | 505,800.00                 | 461,000.00                 | 534,000.00                           | 760,000.00                 |
| 44 | 9930-WATER FUND OP. CONTINGENCY     | -                          | -                          | 18,000.00                            | 18,000.00                  |
| 45 | <b>2. WATER DEBT SERVICE EXP</b>    | <b>128,269.16</b>          | <b>124,715.84</b>          | <b>308,244.00</b>                    | <b>309,487.00</b>          |
| 46 | <b>4. OTHER EXPENDITURES</b>        | <b>128,269.16</b>          | <b>124,715.84</b>          | <b>308,244.00</b>                    | <b>309,487.00</b>          |
| 47 | 4200-PROF.SERVICES-PAYING AGENT     | 450.00                     | 450.00                     | 500.00                               | 450.00                     |
| 48 | 8300-DEBT SRVC ACCT PRINCIPAL-2015B | (121,000.00)               | (122,000.57)               | 30,000.00                            | 30,000.00                  |
| 49 | 8400-DEBT SRVC ACCT INTEREST-2015B  | 108,426.13                 | 107,514.18                 | 106,475.00                           | 105,500.00                 |
| 50 | 8600-DEBT SRVC ACCT PRINCIPAL-2016  | 121,000.00                 | 122,000.00                 | 157,000.00                           | 162,000.00                 |
| 51 | 8700-DEBT SRVC ACCT INTEREST-2016   | 19,393.03                  | 16,752.23                  | 14,269.00                            | 11,537.00                  |
| 52 | <b>Grand Total</b>                  | <b>2,065,612.40</b>        | <b>2,182,338.88</b>        | <b>2,815,100.71</b>                  | <b>3,175,720.24</b>        |

# Water Division CIP

|                                           | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget |                                   | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget |
|-------------------------------------------|-------------------------|-------------------------|------------------------|-------------------------|-----------------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| <b>WATER CIP</b>                          | 650,162                 | 756,465                 | 830,520                | 785,000                 | <b>WATER CIP</b>                  | 525,726                 | 383,428                 | 830,520                | 785,000                 |
|                                           |                         |                         |                        |                         |                                   |                         |                         |                        |                         |
| Revenues                                  | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget | Expenditures                      | FY 2021 Audited Actuals | FY 2022 Audited Actuals | FY 2023 Adopted Budget | FY 2024 Proposed Budget |
| 1. WATER CONNECTION FEES                  | 144,027                 | 250,394                 | 25,000                 | 25,000                  | 1. MISC SERVICES & CHARGES        | -                       | -                       | 19,000                 | -                       |
| 2. INTEREST EARNINGS                      | 335                     | 1,342                   | -                      | -                       | 2. AUTOMOTIVE EQUIPMENT           | -                       | -                       | 30,000                 | 50,000                  |
| 3. TRANSFER FROM WATER FUND               | 505,800                 | 461,000                 | 534,000                | 760,000                 | 3. MACHINERY AND EQUIPMENT        | 59,173                  | 55,412                  | 150,000                | 40,000                  |
| 4. SUN VALLEY ROAD WATER LINE REPLACEMENT |                         |                         | -                      | -                       | 4. WATER METERS                   | 62,303                  | 54,653                  | 50,000                 | 30,000                  |
| 5. FUND BALANCE                           |                         |                         | 271,520                | -                       | 5. WATER METER REPLACEMENT        | 6,722                   | 20,000                  | 50,000                 | -                       |
| <b>Total Revenue less Transfers</b>       | <b>650,162</b>          | <b>712,736</b>          | <b>830,520</b>         | <b>785,000</b>          | 6. CONSTRUCTION                   | 46,850                  | 44,063                  | 60,000                 | 60,000                  |
|                                           |                         |                         |                        |                         | REPLACE GENERATOR WS BOOSTER      | 337,118                 | 197,967                 | -                      | -                       |
|                                           |                         |                         |                        |                         | KETCHUM SPRING WA CONVERSION      | -                       | -                       | -                      | -                       |
|                                           |                         |                         |                        |                         | ASPEN SEWER                       | -                       | -                       | -                      | -                       |
|                                           |                         |                         |                        |                         | REINHEIMER WEST MAILINE EXT       | -                       | -                       | -                      | 240,000                 |
| <b>Transfers</b>                          | <b>-</b>                | <b>-</b>                | <b>-</b>               | <b>-</b>                | 7. REINHEIMER EAST MAILINE EXT    | 13,560                  | 11,333                  | -                      | 165,000                 |
|                                           |                         |                         |                        |                         | 8. NEW STAND-BY GENERATOR WA/ADM. | -                       | -                       | 200,000                | 200,000                 |
| <b>Total Revenue</b>                      | <b>650,162</b>          | <b>712,736</b>          | <b>830,520</b>         | <b>785,000</b>          | <b>Total Expenditures</b>         | <b>525,726</b>          | <b>383,428</b>          | <b>559,000</b>         | <b>785,000</b>          |
|                                           |                         |                         |                        |                         | <b>Funding Requests</b>           |                         |                         |                        |                         |
| <b>Funding Requests</b>                   |                         |                         |                        |                         | 1. SUN VALLEY ROAD WATER LINE     |                         |                         | 271,520                |                         |
| 1.                                        |                         |                         |                        |                         | 2.                                |                         |                         |                        |                         |
| 2.                                        |                         |                         |                        |                         |                                   |                         |                         |                        |                         |
| <b>Sub-total</b>                          | <b>-</b>                | <b>-</b>                | <b>-</b>               | <b>-</b>                | <b>Sub-total</b>                  | <b>-</b>                | <b>-</b>                | <b>271,520</b>         | <b>-</b>                |
|                                           |                         |                         |                        |                         |                                   |                         |                         |                        |                         |
| <b>Total Revenue with Changes</b>         | <b>650,162</b>          | <b>712,736</b>          | <b>830,520</b>         | <b>785,000</b>          | <b>Total Expenditures</b>         | <b>525,726</b>          | <b>383,428</b>          | <b>830,520</b>         | <b>785,000</b>          |
| <b>Total Expenditures with Changes</b>    | <b>525,726</b>          | <b>383,428</b>          | <b>830,520</b>         | <b>785,000</b>          |                                   |                         |                         |                        |                         |
|                                           |                         |                         |                        |                         |                                   |                         |                         |                        |                         |
| <b>Total Revenue Over/Under</b>           | <b>124,437</b>          | <b>329,308</b>          | <b>-</b>               | <b>-</b>                |                                   |                         |                         |                        |                         |

|                                     | FY 2021 AUDITED ACTUALS | FY 2022 AUDITED ACTUALS | FY 2023 ADOPTED/AMMENDED BUDGET | FY 2024 PROPOSED BUDGET |
|-------------------------------------|-------------------------|-------------------------|---------------------------------|-------------------------|
| <b>3. WATER CIP</b>                 | <b>525,725.60</b>       | <b>383,427.96</b>       | <b>902,040.00</b>               | <b>785,000.00</b>       |
| <b>3. CAPITAL OUTLAY</b>            | <b>525,725.60</b>       | <b>383,427.96</b>       | <b>902,040.00</b>               | <b>785,000.00</b>       |
| 6900-MISC SERVICES & CHARGES        | -                       | -                       | 19,000.00                       | -                       |
| 7500-AUTOMOTIVE EQUIPMENT           | -                       | -                       | 30,000.00                       | -                       |
| 7600-MACHINERY AND EQUIPMENT        | 59,172.55               | 55,412.41               | 150,000.00                      | -                       |
| 7650-WATER METERS                   | 62,303.40               | 54,652.90               | 50,000.00                       | 30,000.00               |
| 7653-WATER METER REPLACEMENT        | 6,721.58                | 20,000.00               | 50,000.00                       | -                       |
| 7800-CONSTRUCTION                   | 46,850.04               | 44,062.99               | 60,000.00                       | 60,000.00               |
| 7802-KETCHUM SPRING WA CONVERSION   | 337,118.03              | 197,967.16              | -                               | -                       |
| 7806-NEW STAND-BY GENERATOR WA/ADM. | 13,560.00               | 11,332.50               | 271,520.00                      | -                       |
| 7501-TRUCK                          | -                       | -                       | -                               | 50,000.00               |
| 7601-VAC TRAILER SYSTEM             | -                       | -                       | -                               | 40,000.00               |
| 7801-NW WELL BACKUP GENERATOR       | -                       | -                       | -                               | 200,000.00              |
| 7804-REINHEIMER WEST MAINLINE       | -                       | -                       | 271,520.00                      | 240,000.00              |
| 7805-REINHEIMER EAST MAINLINE       | -                       | -                       | -                               | 165,000.00              |
| <b>Grand Total</b>                  | <b>525,725.60</b>       | <b>383,427.96</b>       | <b>902,040.00</b>               | <b>785,000.00</b>       |



Water Division CIP

| FY 2025                                |  |                      |  | FY 2026                                |  |                      |  |
|----------------------------------------|--|----------------------|--|----------------------------------------|--|----------------------|--|
| Project/ Purchase Item                 |  | Cost:                |  | Project/ Purchase Item                 |  | Cost:                |  |
| New Weyyakin mainline ext.             |  | \$ 375,000.00        |  |                                        |  |                      |  |
| Neils Way to Glade Court mainline ext. |  | \$ 75,000.00         |  |                                        |  |                      |  |
| Trail Creek Bridge Hwy 75/hang h2O +   |  | \$ 50,000.00         |  | Trail Creek Mainline Construction phas |  | \$ 380,000.00        |  |
| 64-4340-7500 Automotive Equipment      |  |                      |  | 64-4340-7500 Automotive Equipment      |  |                      |  |
| 64-4340-7600 Machinery & Equipment     |  |                      |  | 64-4340-7600 Machinery & Equipment     |  |                      |  |
| 64-4340-7650 Water Meters              |  | \$ 30,000.00         |  | 64-4340-7650 Water Meters              |  | \$ 50,000.00         |  |
| 64-4340-7653 Water Meter Replacement   |  |                      |  | 64-4340-7653 Water Meter Replacement   |  |                      |  |
| 64-4340-7800 Construction              |  | \$ 60,000.00         |  | 64-4340-7800 Construction              |  | \$ 60,000.00         |  |
|                                        |  | <b>Total:</b>        |  |                                        |  | <b>Total:</b>        |  |
|                                        |  | <b>\$ 590,000.00</b> |  |                                        |  | <b>\$ 490,000.00</b> |  |

| FY2027                               |  |                        |  | FY2028                               |  |                        |  |
|--------------------------------------|--|------------------------|--|--------------------------------------|--|------------------------|--|
| Project/ Purchase Item               |  | Cost:                  |  | Project/ Purchase Item               |  | Cost:                  |  |
| Trail Creek Mainline Construction    |  | \$ 380,000.00          |  | Spur Ln. Loop Tie in                 |  | \$ 50,000.00           |  |
| Trail Creek Well, Re-build           |  | \$ 600,000.00          |  | Saddle/Hwy75 to 10th ML ext.         |  | \$ 312,500.00          |  |
| 64-4340-7500 Automotive Equipment    |  |                        |  | 64-4340-7500 Automotive Equipment    |  |                        |  |
| 64-4340-7600 Machinery & Equipment   |  |                        |  | 64-4340-7600 Machinery & Equipment   |  |                        |  |
| 64-4340-7650 Water Meters            |  | \$ 50,000.00           |  | 64-4340-7650 Water Meters            |  | \$ 50,000.00           |  |
| 64-4340-7653 Water Meter Replacement |  |                        |  | 64-4340-7653 Water Meter Replacement |  |                        |  |
| 64-4340-7800 Construction            |  | \$ 60,000.00           |  | 64-4340-7800 Construction            |  | \$ 60,000.00           |  |
|                                      |  | <b>Total:</b>          |  |                                      |  | <b>Total:</b>          |  |
|                                      |  | <b>\$ 1,090,000.00</b> |  |                                      |  | <b>\$ 1,072,500.00</b> |  |



The Wastewater Division of the Utilities Department is responsible for collecting and treating domestic wastewater. The Sun Valley Water and Sewer District and the City of Ketchum own the wastewater treatment facility. The division operates the wastewater treatment plant and maintains the collection system in the City of Ketchum.

---

### Fiscal Year 2023 Highlights

- HDR completed a draft Facility Plan to guide investment at the treatment plant for next 20 years.
- Voters approved debt issuance up to \$14M. Initial \$7M in debt has been issued.
- Draft budget assumed a 7% rate increase.
- Unplanned CIP purchase: Collections Sewer Camera - \$114,439.

#### Personnel:

- No changes.

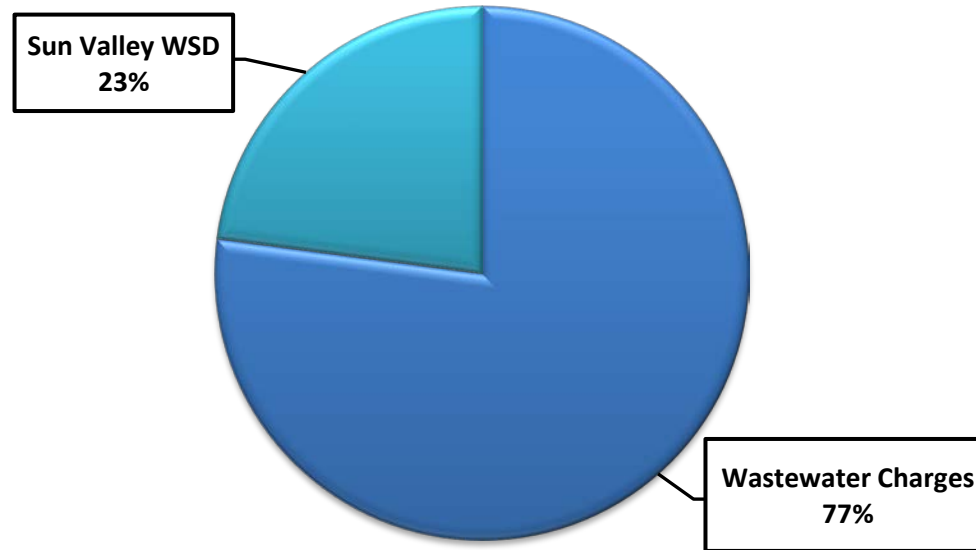
### Fiscal Year 2024 Highlights

- Complete the Collection System Facility Plan to identify maintenance and growth needs of the sewer infrastructure.
- Proposed rate increase of 5%.
- Capital Improvement Projects for treatment plant expansion and upgrades:
  - Modify Aeration Blower Building to accommodate two new blowers and upgrade outdated electrical distribution and motor control systems.
  - Aeration Basin modification to implement new treatment process to improve nitrogen removal and reduce electricity consumption.
  - Develop preliminary plans for solids handling upgrades.

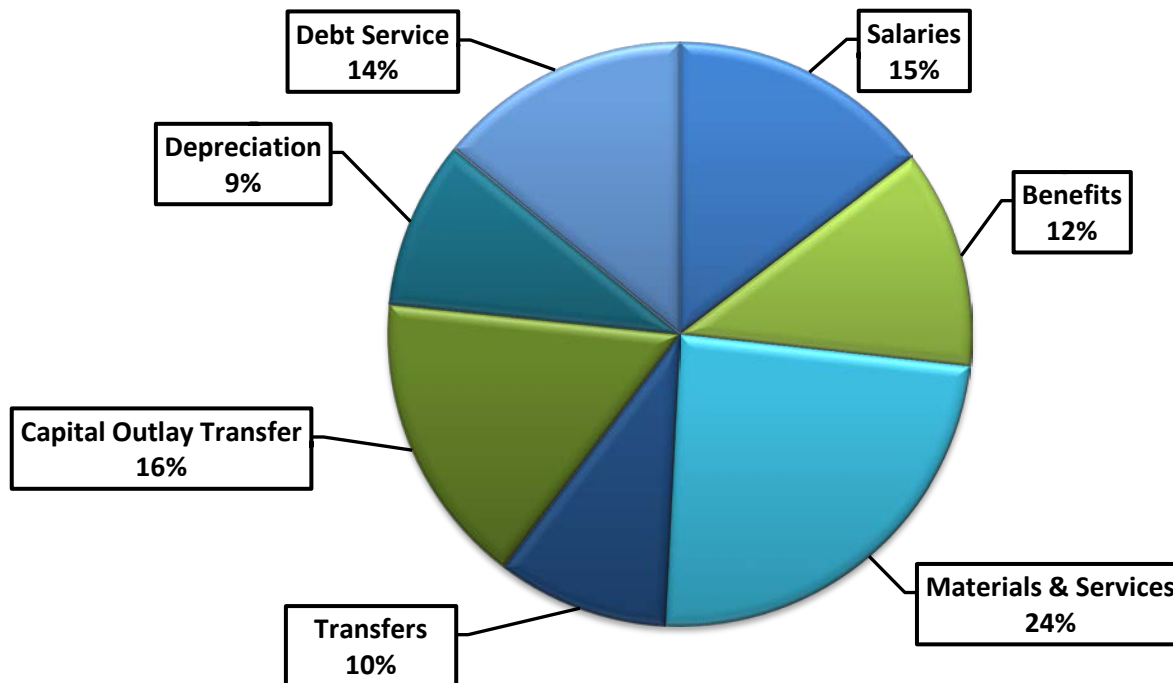
#### Personnel:

- No changes.

## FY 2024 Wastewater Resources



## FY 2024 Wastewater Requirements



## Wastewater Division Revenues & Expenditures

|                                        | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget |                            | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget |
|----------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|----------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| <b>Revenues</b>                        |                               |                               |                              |                               | <b>Expenditures</b>        |                               |                               |                              |                               |
| <b>WASTEWATER</b>                      | 2,858,171                     | 3,370,783                     | 6,868,120                    | 3,576,024                     | <b>WASTEWATER</b>          | 2,460,185                     | 3,291,231                     | 6,868,120                    | 3,576,024                     |
|                                        |                               |                               |                              |                               |                            |                               |                               |                              |                               |
|                                        | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget |                            | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget |
| <b>Revenues</b>                        |                               |                               |                              |                               | <b>Expenditures</b>        |                               |                               |                              |                               |
| 1. WASTEWATER CHARGES                  | 2,297,441                     | 2,424,758                     | 2,602,759                    | 2,732,897                     | 1. SALARIES                | 394,219                       | 476,358                       | 517,130                      | 532,633                       |
| 2. WASTEWATER INSPECTION FEES          | 720                           | 1,400                         | -                            | -                             | 2. BENEFITS                | 294,775                       | 333,862                       | 399,567                      | 441,518                       |
| 3. SUN VALLEY WA & SW DISTRICT CH      | 540,789                       | 939,048                       | 2,906,163                    | 812,576                       | 3. MATERIALS AND SERVICES  | 988,370                       | 976,086                       | 798,600                      | 854,318                       |
| 4. INTEREST EARNINGS                   | 5,564                         | 9,723                         | 7,000                        | 7,000                         | 4. TRANSFERS               | 286,801                       | 295,176                       | 330,000                      | 337,728                       |
| 5. REFUNDS & REIMBURSEMENTS            | (5,956)                       | 84                            | -                            | -                             | 5. CAPITAL OUTLAY TRANSFER | 440,000                       | 1,164,000                     | 4,567,323                    | 579,927                       |
| 6. AMORTIZED BOND PREMIUM              | 19,449                        | 20,398                        | -                            | -                             | 6. DEBT SERVICE            | 56,020                        | 45,750                        | 255,500                      | 499,900                       |
| 8. FUND BALANCE                        | -                             | -                             | 1,352,198                    | 23,551                        | 7. DEPRECIATION            |                               |                               |                              | 330,000                       |
| 7. GAIN(LOSS) ON PENSION ACTIVITY      | 164                           | (24,628)                      | -                            | -                             |                            |                               |                               |                              |                               |
| <b>Total Revenue less Transfers</b>    | <b>2,858,171</b>              | <b>3,370,783</b>              | <b>6,868,120</b>             | <b>3,576,024</b>              | <b>Total Expenditures</b>  | <b>2,460,185</b>              | <b>3,291,231</b>              | <b>6,868,120</b>             | <b>3,576,024</b>              |
| <b>Transfers</b>                       | <b>-</b>                      | <b>-</b>                      | <b>-</b>                     | <b>-</b>                      |                            |                               |                               |                              |                               |
| <b>Total Revenue</b>                   | <b>2,858,171</b>              | <b>3,370,783</b>              | <b>6,868,120</b>             | <b>3,576,024</b>              |                            |                               |                               |                              |                               |
| <b>Funding Requests</b>                |                               |                               |                              |                               | <b>Funding Requests</b>    |                               |                               |                              |                               |
|                                        |                               |                               |                              |                               |                            |                               |                               |                              |                               |
|                                        |                               |                               |                              |                               |                            |                               |                               |                              |                               |
| <b>Sub-total</b>                       | <b>-</b>                      | <b>-</b>                      | <b>-</b>                     | <b>-</b>                      | <b>Sub-total</b>           | <b>-</b>                      | <b>-</b>                      | <b>-</b>                     | <b>-</b>                      |
|                                        |                               |                               |                              |                               |                            |                               |                               |                              |                               |
| <b>Total Revenue with Changes</b>      | <b>2,858,171</b>              | <b>3,370,783</b>              | <b>6,868,120</b>             | <b>3,576,024</b>              | <b>Total Expenditures</b>  | <b>2,460,185</b>              | <b>3,291,231</b>              | <b>6,868,120</b>             | <b>3,576,024</b>              |
|                                        |                               |                               |                              |                               |                            |                               |                               |                              |                               |
| <b>Total Expenditures with Changes</b> | <b>2,460,185</b>              | <b>3,291,231</b>              | <b>6,868,120</b>             | <b>3,576,024</b>              |                            |                               |                               |                              |                               |
|                                        |                               |                               |                              |                               |                            |                               |                               |                              |                               |
| <b>Total Revenue Over/Under</b>        | <b>397,986</b>                | <b>79,552</b>                 | <b>0</b>                     | <b>0</b>                      |                            |                               |                               |                              |                               |



# Wastewater Division Expenditures

|                                        | FY 2021 AUDITED<br>ACTUALS | FY 2022 AUDITED<br>ACTUALS | FY 2023 ADOPTED<br>BUDGET | FY 2024 PROPOSED<br>BUDGET |
|----------------------------------------|----------------------------|----------------------------|---------------------------|----------------------------|
| 1 <b>1. WASTEWATER</b>                 | <b>688,994.51</b>          | <b>810,219.50</b>          | <b>916,696.76</b>         | <b>974,150.79</b>          |
| 2 <b>1. PERSONAL SERVICES</b>          | <b>688,994.51</b>          | <b>810,219.50</b>          | <b>916,696.76</b>         | <b>974,150.79</b>          |
| 3 1000-SALARIES                        | 363,449.55                 | 447,439.83                 | 480,257.00                | 495,760.00                 |
| 4 1800-PAY DIFFERENTIAL                | 14,820.34                  | 13,649.11                  | 22,968.00                 | 22,968.00                  |
| 5 1900-OVERTIME                        | 15,949.41                  | 15,268.68                  | 13,905.00                 | 13,905.00                  |
| 6 2100-FICA TAXES-CITY                 | 28,741.49                  | 35,667.76                  | 39,560.44                 | 40,746.42                  |
| 7 2200-STATE RETIREMENT-CITY           | 46,105.46                  | 57,235.65                  | 61,745.32                 | 59,548.37                  |
| 8 2400-WORKER'S COMPENSATION-CITY      | 6,326.61                   | 8,316.81                   | 9,445.00                  | 12,500.00                  |
| 9 2500-HEALTH INSURANCE-CITY           | 195,647.75                 | 215,887.27                 | 264,310.00                | 304,386.00                 |
| 10 2505-HEALTH REIMBURSEMENT ACCT(HRA) | 7,982.96                   | 8,293.69                   | 11,504.00                 | 11,504.00                  |
| 11 2510-DENTAL INSURANCE-CITY          | 4,719.92                   | 4,856.76                   | 5,789.00                  | 5,513.00                   |
| 12 2515-VISION REIMBURSEMENT ACCT(HRA) | 3,786.60                   | 1,992.69                   | 5,100.00                  | 5,100.00                   |
| 13 2550-HEALTH-VISION-CAFETERIA ADMIN  | -                          | -                          | -                         | -                          |
| 14 2600-LONG TERM DISABILITY           | 1,464.42                   | 1,611.25                   | 2,113.00                  | 2,220.00                   |
| 15 2700-VACATION/SICK ACCRUAL PAYOUT   | -                          | -                          | -                         | -                          |
| 16 2710-VACATION/COMPENSATION PAYOUT   | -                          | -                          | -                         | -                          |
| 17 2760-EMPLOYEE HOUSING SUBSIDY       | -                          | -                          | -                         | -                          |
| 18 2800-STATE UNEMPLOYMENT INSURANCE   | -                          | -                          | -                         | -                          |
| 19 <b>2. WASTEWATER</b>                | <b>658,979.62</b>          | <b>659,703.92</b>          | <b>787,188.00</b>         | <b>854,318.00</b>          |
| 20 <b>2. MATERIALS AND SERVICES</b>    | <b>658,979.62</b>          | <b>659,703.92</b>          | <b>787,188.00</b>         | <b>854,318.00</b>          |
| 21 3100-OFFICE SUPPLIES & POSTAGE      | 483.62                     | 328.36                     | 700.00                    | 700.00                     |
| 22 3120-DATA PROCESSING                | 7,730.73                   | 8,091.14                   | 8,500.00                  | 7,500.00                   |
| 23 3200-OPERATING SUPPLIES             | 14,111.21                  | 15,954.41                  | 14,000.00                 | 15,625.00                  |
| 24 3400-MINOR EQUIPMENT                | 607.03                     | 645.21                     | 1,100.00                  | 1,100.00                   |
| 25 3500-MOTOR FUELS & LUBRICANTS       | 8,282.55                   | 12,855.75                  | 14,025.00                 | 25,000.00                  |
| 26 3600-COMPUTER SOFTWARE              | 5,775.90                   | 3,026.28                   | 1,300.00                  | 2,125.00                   |
| 27 3800-CHEMICALS                      | 72,425.14                  | 93,537.14                  | 79,500.00                 | 104,500.00                 |
| 28 4200-PROFESSIONAL SERVICES          | 43,802.41                  | 35,822.09                  | 54,500.00                 | 61,000.00                  |
| 29 4201-IPDES PERMITS                  | 2,747.46                   | 3,452.16                   | 3,711.00                  | 3,711.00                   |
| 30 4600-INSURANCE                      | 32,000.00                  | 32,000.00                  | 39,588.00                 | 32,000.00                  |
| 31 4900-PERSONNEL TRAINING/TRAVEL/MTG  | 2,749.63                   | 3,156.14                   | 3,715.00                  | 2,500.00                   |
| 32 5000-ADMINSTRATIVE EXP - GEN FUND   | 146,149.00                 | 150,533.47                 | 125,525.00                | 129,893.00                 |
| 33 5100- TELEPHONE & COMMUNICATION     | 2,449.59                   | 6,980.32                   | 7,500.00                  | 6,000.00                   |
| 34 5200-UTILITIES                      | 126,493.79                 | 141,168.58                 | 175,000.00                | 175,000.00                 |
| 35 5500-RIGHT-OF-WAY FEE (STREET DEPT) | 83,481.00                  | 115,934.00                 | 121,624.00                | 136,664.00                 |
| 36 6000-REPAIR & MAINT - AUTO EQUIP    | 8,020.87                   | 2,377.57                   | 7,500.00                  | 10,000.00                  |
| 37 6100-REPAIR & MAIN - MACH & EQUIP   | 77,357.47                  | 11,239.83                  | 75,000.00                 | 75,000.00                  |
| 38 6150-OHIO GULCH REPARY & REPLACE    | 17.25                      | 10.74                      | 1,000.00                  | 1,000.00                   |
| 39 6900-COLLECTION SYSTEM SERVICES/CHA | 24,294.97                  | 22,590.73                  | 53,400.00                 | 65,000.00                  |

Wastewater Division Expenditures, cont.

|    |                                         | FY 2021 AUDITED<br>ACTUALS | FY 2022 AUDITED<br>ACTUALS | FY 2023 ADOPTED<br>BUDGET | FY 2024 PROPOSED<br>BUDGET |
|----|-----------------------------------------|----------------------------|----------------------------|---------------------------|----------------------------|
| 40 | <b>3. WASTEWATER</b>                    | <b>329,390.44</b>          | <b>316,382.09</b>          | <b>330,000.00</b>         | <b>330,000.00</b>          |
| 41 | <b>3. CAPITAL OUTLAY</b>                | <b>329,390.44</b>          | <b>316,382.09</b>          | <b>330,000.00</b>         | <b>330,000.00</b>          |
| 42 | 7900-DEPRECIATION EXPENSE               | 329,390.44                 | 316,382.09                 | 330,000.00                | 330,000.00                 |
| 43 | <b>4. WASTEWATER</b>                    | <b>726,801.00</b>          | <b>1,459,176.16</b>        | <b>4,586,323.00</b>       | <b>917,655.00</b>          |
| 44 | <b>4. OTHER EXPENDITURES</b>            | <b>726,801.00</b>          | <b>1,459,176.16</b>        | <b>4,586,323.00</b>       | <b>917,655.00</b>          |
| 45 | 8801-REIMBURSE CITY GENERAL FUND        | 279,172.00                 | 287,547.16                 | 319,233.00                | 337,728.00                 |
| 46 | 8803-REIMBURSE GF CIP-TECH/LEASING      | 7,629.00                   | 7,629.00                   | -                         |                            |
| 47 | 8863-REIMBURSE WATER COLLECTION SYS     | 0.00                       | -                          | -                         |                            |
| 48 | 8867-TRANSFER TO WW CAP IMP FUND        | 440,000.00                 | 1,164,000.00               | 4,248,090.00              | 579,927.00                 |
| 49 | 9930-CONTINGENCY                        | -                          | -                          | 19,000.00                 | -                          |
| 50 | <b>5. WASTEWATER DEBT SERVICE EXP</b>   | <b>56,019.77</b>           | <b>45,749.61</b>           | <b>255,500.00</b>         | <b>499,900.00</b>          |
| 51 | <b>2. MATERIALS AND SERVICES</b>        | <b>450.00</b>              | <b>450.00</b>              | <b>500.00</b>             |                            |
| 52 | 4200-PROFESSIONAL SERVICES-PAYING AGENT | 450.00                     | 450.00                     | 500.00                    |                            |
| 53 | <b>4. OTHER EXPENDITURES</b>            | <b>55,569.77</b>           | <b>45,299.61</b>           | <b>255,000.00</b>         | <b>499,900.00</b>          |
| 54 | 8300-DEBT SRVC ACCT PRNCPL-2014C        | (0.26)                     | (0.37)                     | 220,000.00                |                            |
| 55 | 8400-DEBT SRVE ACCT INTEREST-2014C      | 55,570.03                  | 45,299.98                  | 35,000.00                 |                            |
| 56 | 8500-DEBT SRVC ACCT PRNCPL-S2023        | -                          | -                          | -                         | 190,000.00                 |
| 57 | 8600-DEBT SRVE ACCT INTEREST-S2023      | -                          | -                          | -                         | 309,900.00                 |
| 58 | <b>Grand Total</b>                      | <b>2,460,185.34</b>        | <b>3,291,231.28</b>        | <b>6,875,707.76</b>       | <b>3,576,023.79</b>        |

## Wastewater Division CIP

|                                        | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget |                                        | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget |
|----------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|----------------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|
| <b>WASTEWATER CIP</b>                  | 536,022                       | 1,326,227                     |                              |                               | <b>WASTEWATER CIP</b>                  | 46,404                        | 685,054                       | 4,248,090                    | 3,923,653                     |
|                                        |                               |                               |                              |                               |                                        |                               |                               |                              |                               |
| Revenues                               | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget | Expenditures                           | FY 2021<br>Audited<br>Actuals | FY 2022<br>Audited<br>Actuals | FY 2023<br>Adopted<br>Budget | FY 2024<br>Proposed<br>Budget |
|                                        |                               |                               |                              |                               | 1. BOB CAT UW56 TOOLCAT                | 273                           | 2,242                         | -                            | -                             |
|                                        | 7,511                         | -                             |                              |                               | 2. SEWER VAC TRUCK                     | -                             | 449,088                       | -                            | -                             |
| 1. WASTEWATER CONNECTION FEES          | 87,630                        | 156,274                       | 40,000                       | 40,000                        | 3. CONSTRUCTION                        | 1,043                         | 37,986                        | -                            | -                             |
| 2. INTEREST EARNINGS                   | 881                           | 5,954                         | 500                          | 500                           | 4. ENERGY EFFICIENCY PROJECTS          | 275                           | -                             | 50,000                       | 50,000                        |
| 4. SUN VALLEY WA & SW DISTRICT CH      |                               |                               |                              | 1,805,000                     | 5. HEADWORKS CONSTR. & EQUIP.          | -                             | -                             | -                            | -                             |
| 5. TRANSFER FROM WASTEWATER FUND       |                               | 1,164,000                     | 4,207,590                    | 579,927                       | 6. CAPITAL FACILITY PLAN               | 44,814                        | 100,104                       | 75,000                       | -                             |
| 6. FUND BALANCE                        |                               |                               | -                            | 1,498,226                     | 7. MICROSCOPE                          | -                             | -                             | -                            | -                             |
| <b>Total Revenue less Transfers</b>    | 96,022                        | 1,326,227                     | 4,248,090                    | 3,923,653                     | 8. CAPITAL IMP PLAN(NO SHARING)        | -                             | 95,635                        | 1,016,610                    | 313,653                       |
| <b>Transfers</b>                       | -                             | -                             | -                            | -                             | 9. AERATION BASINS - ANOXIC AND        | -                             | -                             | 2,185,660                    | 937,000                       |
| <b>Total Revenue</b>                   | <b>96,022</b>                 | <b>1,326,227</b>              | <b>4,248,090</b>             | <b>3,923,653</b>              | 10. AERATION BASINS BLOWERS & EI       | -                             | -                             | 210,120                      | 1,026,000                     |
|                                        |                               |                               |                              |                               | 11. UPGRADE FILTER PLC                 | -                             | -                             | 710,700                      | -                             |
|                                        |                               |                               |                              |                               | 12. ROTARY DRUM THICKENER & DEWATERING |                               |                               | -                            | 1,597,000                     |
| <b>Funding Requests</b>                |                               |                               |                              |                               | <b>Total Expenditures</b>              | <b>46,404</b>                 | <b>685,054</b>                | <b>4,248,090</b>             | <b>3,923,653</b>              |
| 1.                                     |                               |                               |                              |                               |                                        |                               |                               |                              |                               |
| <b>Sub-total</b>                       | -                             |                               |                              |                               |                                        |                               |                               |                              |                               |
|                                        |                               |                               |                              |                               | 1. Funding Requests                    |                               |                               |                              |                               |
| <b>Total Revenue with Changes</b>      | <b>96,022</b>                 | <b>1,326,227</b>              | <b>4,248,090</b>             | <b>3,923,653</b>              |                                        |                               |                               |                              |                               |
| <b>Total Expenditures with Changes</b> | <b>46,404</b>                 | <b>685,054</b>                | <b>4,248,090</b>             | <b>3,923,653</b>              | <b>Sub-total</b>                       | -                             | -                             | -                            | -                             |
|                                        |                               |                               |                              |                               |                                        |                               |                               |                              |                               |
| <b>Total Revenue Over/Under</b>        | <b>49,618</b>                 | <b>641,173</b>                | -                            | -                             | <b>Total Expenditures</b>              | <b>46,404</b>                 | <b>685,054</b>                | <b>4,248,090</b>             | <b>3,923,653</b>              |

## Wastewater Division CIP

| Project                                 | 2024                | 2025                | 2026                | 2027                | 2028                | 2029                | 2030                | 2031                | 2032                |
|-----------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Aeration Basins 3&4 - Anoxic & MLR      | \$937,000           |                     |                     |                     |                     |                     |                     |                     |                     |
| Rotary Drum Thickener & Dewatering      | \$1,597,000         | \$2,245,000         | \$2,100,000         | \$2,734,000         | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 |
| Aeration Basin Blowers                  | \$1,026,000         | \$699,000           | \$1,314,250         | \$0                 | \$0                 | \$249,000           | \$1,500,000         | \$434,000           | \$1,328,750         |
| PLC Upgrades (Filters & UV)             | \$0                 | \$110,000           | \$94,000            | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 |
| Digester #1 Cover                       | \$0                 | \$0                 | \$0                 | \$275,000           | \$415,000           | \$0                 | \$0                 | \$0                 | \$0                 |
| Clarifier #1 HVAC & Roof Repair         | \$0                 | \$0                 | \$0                 | \$0                 | \$183,000           | \$0                 | \$0                 | \$0                 | \$0                 |
| Aeration Basin 1&2 Upgrades             | \$0                 | \$0                 | \$0                 | \$0                 | \$444,000           | \$1,696,000         | \$0                 | \$0                 | \$0                 |
| UV Equipment                            | \$0                 | \$0                 | \$0                 | \$0                 | \$1,694,000         | \$0                 | \$0                 | \$0                 | \$0                 |
| Replace VFDs                            | \$0                 | \$0                 | \$0                 | \$0                 | \$782,000           | \$0                 | \$0                 | \$0                 | \$0                 |
| Digester 2                              | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$924,000           | \$700,000           | \$1,024,000         | \$0                 |
| Digester 1&2 Blowers                    | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$952,000           | \$877,000           | \$0                 | \$0                 |
| Replace Generator & MCC-3               | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$635,000           | \$628,000           | \$0                 |
| Grit Removal System                     | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$1,015,000         | \$0                 |
| Pump Replacements                       | \$0                 | \$0                 | \$0                 | \$353,250           | \$0                 | \$0                 | \$0                 | \$0                 | \$353,250           |
| Upgrade PLC Hardware                    | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$1,356,000         |
| Digester 1 Diffusers                    | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$250,000           | \$0                 |
| Clarifier 1 Mechanism Replacement       | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$553,000           |
| Misc. Headworks Improvements            | \$0                 | \$0                 | \$0                 | \$51,000            | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 |
| Parking Lot Repaving                    | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$165,000           | \$500,000           |
| Outfall Clearing                        | \$0                 | \$0                 | \$83,500            | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 |
| Energy Efficient Projects               | \$50,000            |                     |                     |                     |                     |                     |                     |                     |                     |
| Construction                            | \$0                 | \$0                 | \$83,500            | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 | \$0                 |
| Annual Costs Shared with SVWSD          | \$3,610,000         | \$3,054,000         | \$3,591,750         | \$3,413,250         | \$3,518,000         | \$3,821,000         | \$3,712,000         | \$3,516,000         | \$4,091,000         |
| Collections Facility Plan               | \$ 100,000          |                     |                     |                     |                     |                     |                     |                     |                     |
| Sewer Video Inspection System           | \$ -                |                     |                     |                     |                     |                     |                     |                     |                     |
| Crane Truck Replacement                 | \$ 55,000           | \$ 35,000           |                     |                     |                     |                     |                     |                     |                     |
| Sewer Line Construction                 | \$ 158,653          |                     | \$ 75,000           | \$ 75,000           |                     |                     |                     |                     |                     |
| Trail Creek Bridge sewer lin relocation | \$ -                |                     |                     |                     |                     |                     |                     |                     |                     |
| Annual Costs                            | \$ 313,653          | \$ 35,000           | \$ 75,000           | \$ 75,000           |                     |                     |                     |                     |                     |
| <b>Total Expenditures</b>               | <b>\$ 3,923,653</b> | <b>\$ 3,089,000</b> | <b>\$ 3,666,750</b> | <b>\$ 3,488,250</b> | <b>\$ 3,518,000</b> | <b>\$ 3,821,000</b> | <b>\$ 3,712,000</b> | <b>\$ 3,516,000</b> | <b>\$ 4,091,000</b> |





City of Ketchum | 2024 Draft Budget  
**Community Housing (City/County) Fund**

The FY24 budget seeks to implement the second year of the Housing Action Plan, as well as serve as the staffing entity for the Blaine County Housing Authority. FY24 revenue consists of the first full fiscal year of the new, voter-approved 0.5% LOT funds as well as FY23 projected expense savings and three months of the 0.5% LOT funds. The BCHA staffing/programming is expected to be co-funded with Blaine County, similar to the countywide sustainability approach.

**Fiscal Year 2023 Highlights**

- Launched Lease to Locals program with COVID-ARPA funds.
- Launched Housing Mediation Project, emergency rental assistance, community education, and analysis of publicly owned land.
- Began staffing Blaine County Housing Authority.

**Personnel:**

- Brought Director on full-time.
- Hired part-time Administrative Assistant.

**Fiscal Year 2024 Highlights**

- Request to pilot an Ownership & Preservation Program.
- Request to pilot an occupied ADU incentive program.
- Continue Lease to Locals program as-is.
- Not budgeted – Forest Service Park for Housing, transitional housing, and adequate funding for Lease to Locals.

**Personnel:**

- Request to hire Housing Coordinator.
- Request to bring Administrative Assistant on full-time.

|                                        | FY 2021 AUDITED<br>ACTUALS | FY 2022 AUDITED<br>ACTUALS | FY 2023<br>ADOPTED/AMENDED<br>BUDGET | FY 2024 PROPOSED<br>BUDGET |
|----------------------------------------|----------------------------|----------------------------|--------------------------------------|----------------------------|
| <b>COMMUNITY HOUSING (CITY/COUNTY)</b> |                            |                            |                                      |                            |
| REVENUE                                | 0                          | 864,100                    | 1,441,434                            | 1,833,708                  |
| EXPENDITURE                            | 0                          | 312,906                    | 1,441,434                            | 1,833,708                  |
| <b>TOTAL</b>                           | <b>0</b>                   | <b>551,194</b>             | <b>0</b>                             | <b>0</b>                   |

## Community Housing (City/County) Fund

| PROGRAM COSTS                                        | FY 2023<br>ADOPTED/<br>AMENDED | FY 2023 ACTUALS     | FY2023<br>ANTICIPATED | FYI 2024<br>PROPOSED  | FY 2024<br>PROPOSED<br>CITY | FY2024<br>PROPOSED<br>COUNTY |
|------------------------------------------------------|--------------------------------|---------------------|-----------------------|-----------------------|-----------------------------|------------------------------|
| <b>EXPENSES</b>                                      |                                |                     |                       |                       |                             |                              |
| General programming                                  | \$ (212,600)                   | \$ (121,407)        | \$ (177,032)          | \$ (193,600)          | \$ (133,370)                | \$ (10,588)                  |
| conversion (L2L) + light preservation incentives     | \$ (400,000)                   | \$ (42,250)         | \$ (200,000)          | \$ (200,000)          | \$ (200,000)                | \$ -                         |
| conversion (L2L) + light preservation professional s | \$ (105,000)                   | \$ (49,414)         | \$ (105,000)          | \$ (100,000)          | \$ (100,000)                | \$ -                         |
| Forest Service Park preservation for housing         | \$ (10,000)                    | \$ (8,700)          | \$ (10,000)           | \$ (300,000)          | \$ -                        | \$ -                         |
| occupied ADU incentives + education                  | \$ (9,000)                     | \$ -                | \$ (9,000)            | \$ (255,000)          | \$ (255,000)                | \$ -                         |
| ownership - downpayment assistance + deed restr      | \$ -                           | \$ -                | \$ (175,000)          | \$ (500,000)          | \$ (500,000)                | \$ -                         |
| General office expenses                              | \$ (2,500)                     | \$ -                | \$ -                  | \$ (40,859)           | \$ (20,430)                 | \$ (20,430)                  |
| Lift Tower Lodge                                     | \$ (56,071)                    | \$ (62,196)         | \$ (100,000)          | \$ (65,072)           | \$ (65,072)                 | \$ -                         |
| staff + benefits                                     | \$ (285,132)                   | \$ (135,358)        | \$ (200,000)          | \$ (337,555)          | \$ (290,565)                | \$ (46,990)                  |
| Housing Fellow                                       | \$ (61,650)                    | \$ (33,689)         | \$ (54,689)           | \$ (123,300)          | \$ (123,300)                | \$ -                         |
| Housing Navigation System                            | \$ (27,000)                    | \$ -                | \$ (27,748)           | \$ (70,490)           | \$ (35,245)                 | \$ (35,245)                  |
| BCHA auditing/compliance + training                  | \$ (26,505)                    | \$ (2,777)          | \$ (26,505)           | \$ (16,505)           | \$ (8,253)                  | \$ (8,253)                   |
| shelter plan                                         | \$ -                           | \$ (5,000)          | \$ (77,063)           | \$ (56,990)           | \$ (28,495)                 | \$ (28,495)                  |
| transitional housing                                 | \$ (250,000)                   | \$ (77,063)         | \$ (91,311)           | \$ (150,000)          | \$ (28,495)                 | \$ -                         |
| BCHA reimbursement + City staff support              | \$ (54,485)                    | \$ -                | \$ -                  | \$ (45,484)           | \$ (45,484)                 | \$ -                         |
| <b>TOTAL EXPENSES</b>                                | <b>\$ (1,499,943)</b>          | <b>\$ (537,854)</b> | <b>\$ (1,253,347)</b> | <b>\$ (2,454,856)</b> | <b>\$ (1,833,708)</b>       | <b>\$ (150,000)</b>          |

|                                        |                     |                   |                     |                     |                     |             |
|----------------------------------------|---------------------|-------------------|---------------------|---------------------|---------------------|-------------|
| <b>REVENUE</b>                         |                     |                   |                     |                     |                     |             |
| Refunds and reimbursements from County | \$ 200,000          | \$ 34,889         | \$ 150,000          | \$ 150,000          | \$ 150,000          | \$ -        |
| Emergency housing transfer             | \$ 250,000          | \$ 77,063         | \$ 77,063           | \$ -                | \$ -                | \$ -        |
| Grants                                 | \$ -                | \$ -              | \$ -                | \$ 125,000          | \$ 125,000          | \$ -        |
| transfer from additional 0.5%          | \$ -                | \$ -              | \$ 313,204          | \$ 1,300,000        | \$ 1,300,000        | \$ -        |
| Lift Tower Lodge rents                 | \$ 110,556          | \$ 29,038         | \$ 43,557           | \$ 110,556          | \$ 110,556          | \$ -        |
| City reimbursement for BCHA assistance |                     |                   |                     |                     |                     |             |
| Transfer from general fund             | \$ 266,481          | \$ 266,481        | \$ 266,481          | \$ 621,148          | \$ -                | \$ -        |
| Fund balance                           | \$ 551,194          | \$ 551,194        | \$ 551,194          | \$ 148,152          | \$ 148,152          | \$ -        |
| <b>TOTAL</b>                           | <b>\$ 1,378,231</b> | <b>\$ 958,665</b> | <b>\$ 1,401,499</b> | <b>\$ 2,454,856</b> | <b>\$ 1,833,708</b> | <b>\$ -</b> |



## Development Services

The Development Services Trust Fund is an account established for bonds or other monies deposited as required by city ordinances for development projects. If projects do not fulfill their obligations, the funds may be withdrawn and used for mitigating any issues in connection to the development. In the vast majority of cases, the funds are returned to the applicant in full.

## Parks and Recreation

The Parks and Recreation Trust Fund provides budget authority to receive and expend money obtained through grants, donations, and General Fund contributions. A sub account houses donations made toward the Warm Springs Preserve. A new sub account was created to house Pump Park donation and expenditures. Federal law typically requires that money received through grants be segregated into separate funds and that the receipt and expenditure of such money be accounted separately from other city functions. The fund also provides an avenue to segregate donations to assure that such funds are spent in accordance with the instructions of donors.

## Police

The Police Trust Fund provides budget authority to receive and expend money obtained through forfeitures and seized assets. Federal law requires that money received through such forfeitures be segregated into separate funds and that the receipt and expenditure of such money be accounted separately from other city functions. Federal law also limits the expenditure of such funds to specific uses, such as drug enforcement, education activities, and capital equipment or improvements.

Trust Funds

| TRUST FUNDS          | FY 2021 Audited<br>Actuals | FY 2022 Audited<br>Actuals | FY 2023 Adopted<br>Budget | FY 2024 Proposed<br>Budget |
|----------------------|----------------------------|----------------------------|---------------------------|----------------------------|
| <b>DEVELOPMENTAL</b> |                            |                            |                           |                            |
| REVENUE              | 130,530                    | 344,252                    | 250,000                   | 650,000                    |
| EXPENDITURE          | 130,530                    | 150,000                    | 250,000                   | 650,000                    |
| <b>TOTAL</b>         | <b>0</b>                   | <b>194,252</b>             | <b>0</b>                  | <b>0</b>                   |
| <b>PARKS</b>         |                            |                            |                           |                            |
| REVENUE              | 92,369                     | 1,207,690                  | 1,122,456                 | 1,067,550                  |
| EXPENDITURE          | 26,668                     | 91,999                     | 1,122,456                 | 1,067,550                  |
| <b>TOTAL</b>         | <b>65,702</b>              | <b>1,115,691</b>           | <b>0</b>                  | <b>0</b>                   |
| <b>POLICE</b>        |                            |                            |                           |                            |
| REVENUE              | 441                        | 95,426                     | 7,500                     | 7,500                      |
| EXPENDITURE          | 0                          | 95,000                     | 7,500                     | 7,500                      |
| <b>TOTAL</b>         | <b>441</b>                 | <b>426</b>                 | <b>0</b>                  | <b>0</b>                   |





## General Obligation and Debt Service Fund

The General Obligation and Debt Service Fund provides for debt service on the City's Series 2020 General Obligation Bonds that are funding construction of the new station for the Fire and Rescue Department.

The 2020 G.O. Bonds were authorized by the requisite two-thirds of the voters at the election held on November 5, 2019, in the amount of \$11,500,000. Ordinance 1201 provides for the repayment of the bonds over a 25-year term. The final payment is scheduled for September 2044. Interest rates on the bonds vary from 2.00% to 5.00% with a true interest cost of 1.92% over the life of the bonds.

## Community Housing In-Lieu Fund

The purpose of the Community Housing In-Lieu Fund is to provide budget authority to administer the City's community housing in-lieu program. In-lieu funds are restricted for uses that advance community housing efforts.

## Wagon Days Fund

The Wagon Days Fund provides budget authority to support the annual Wagon Days Celebration that takes place during the Labor Day weekend. The Wagon Days Celebration is funded through a mix donations, ticket and souvenir sales coupled with the Local Option Tax Fund.

Other Funds

| OTHER FUNDS                                      | FY 2021 AUDITED<br>ACTUALS | FY 2022 AUDITED<br>ACTUALS | FY 2023<br>ADOPTED/AMENDED<br>BUDGET | FY 2024 PROPOSED<br>BUDGET |
|--------------------------------------------------|----------------------------|----------------------------|--------------------------------------|----------------------------|
| <b>GENERAL OBLIGATION FIRE BOND</b>              |                            |                            |                                      |                            |
| REVENUE                                          | 596,111                    | 625,300                    | 611,769                              | 610,769                    |
| EXPENDITURE                                      | 611,679                    | 615,019                    | 611,769                              | 610,769                    |
| <b>TOTAL</b>                                     | <b>-15,568</b>             | <b>10,281</b>              | <b>0</b>                             | <b>0</b>                   |
| <b>GENERAL OBLIGATION CONSTRUCTION FIRE BOND</b> |                            |                            |                                      |                            |
| REVENUE                                          | 61,758                     | 2,211                      | 268,722                              | 0                          |
| EXPENDITURE                                      | 9,054,420                  | 490,874                    | 268,722                              | 0                          |
| <b>TOTAL</b>                                     | <b>-8,992,663</b>          | <b>-488,662</b>            | <b>0</b>                             | <b>0</b>                   |
| <b>GENERAL OBLIGATION STREET BOND</b>            |                            |                            |                                      |                            |
| REVENUE                                          | 149,916                    | 0                          | 0                                    | 0                          |
| EXPENDITURE                                      | 149,835                    | 0                          | 0                                    | 0                          |
| <b>TOTAL</b>                                     | <b>81</b>                  | <b>0</b>                   | <b>0</b>                             | <b>0</b>                   |
| <b>IN-LIEU HOUSING</b>                           |                            |                            |                                      |                            |
| REVENUE                                          | 577,953                    | 362,861                    | 2,671,256                            | 1,320,000                  |
| EXPENDITURE                                      | 75,000                     | 845,011                    | 2,671,256                            | 1,320,000                  |
| <b>TOTAL</b>                                     | <b>502,953</b>             | <b>-482,150</b>            | <b>0</b>                             | <b>0</b>                   |
| <b>WAGON DAYS</b>                                |                            |                            |                                      |                            |
| REVENUE                                          | 94,649                     | 140,272                    | 151,550                              | 171,250                    |
| EXPENDITURE                                      | 99,391                     | 162,417                    | 151,550                              | 171,250                    |
| <b>TOTAL</b>                                     | <b>-4,742</b>              | <b>-22,145</b>             | <b>0</b>                             | <b>0</b>                   |



# Appendix I: Proposed Fee Schedule Changes

Highlighting indicates a new fee or a fee increase of greater than 5%

| Department          | Program  | Fee Description                                                                                                                                                                                                                                                                                      | FY 2023 Adopted Fee Amount                                                                                                             | FY 2024 Proposed Fee Amount                                                                                                            | Change % |
|---------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------|
| Planning & Building | Building | \$1.00 to \$500.00= (1) Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of project. | \$ 24.50                                                                                                                               | \$ 24.50                                                                                                                               | 0%       |
| Planning & Building | Building | \$501.00 to \$2,000.00= (1)                                                                                                                                                                                                                                                                          | \$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              | \$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              | 0%       |
| Planning & Building | Building | \$2001.00 to \$25,000.00=(1)                                                                                                                                                                                                                                                                         | \$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        | \$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.01        | 0%       |
| Planning & Building | Building | \$25,001.00 to \$50,000.00= (1)                                                                                                                                                                                                                                                                      | \$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      | \$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.01      | 0%       |
| Planning & Building | Building | \$50,001.00 to \$100,000.00= (1)                                                                                                                                                                                                                                                                     | \$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      | \$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.01      | 0%       |
| Planning & Building | Building | \$100,001.00 to \$500,000.00= (1)                                                                                                                                                                                                                                                                    | \$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00    | \$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.01    | 0%       |
| Planning & Building | Building | \$500,001.00 to \$1,000,000.00= (1)                                                                                                                                                                                                                                                                  | \$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 | \$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.01 | 0%       |
| Planning & Building | Building | \$1,000,000.00 and up= (1)                                                                                                                                                                                                                                                                           | \$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof                                | \$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof                                | 0%       |
| Planning & Building | Building | Plan Check Fee - Building                                                                                                                                                                                                                                                                            | 70% of Permit Fee                                                                                                                      | 65% of permit fee                                                                                                                      | 0%       |
| Planning & Building | Building | Plan Check Fee - Planning                                                                                                                                                                                                                                                                            | 65% of Permit Fee                                                                                                                      | 70% of building plan check fee                                                                                                         | 0%       |
| Planning & Building | Building | Plan Check Fee - Fire                                                                                                                                                                                                                                                                                | Same as P&Z Plan Check Fee                                                                                                             | 70% of building plan check fee                                                                                                         | 0%       |
| Planning & Building | Building | Building Permit Modification - Minor (as determined by the Administrator)                                                                                                                                                                                                                            | \$ 250.00                                                                                                                              | \$ 500.00                                                                                                                              | 0%       |
| Planning & Building | Building | Building Permit Modification - Major (as determined by the Administrator, full plan check fees may be assessed based on size of modification)                                                                                                                                                        | \$ 450.00                                                                                                                              | \$ 1,500.00                                                                                                                            | 0%       |
| Planning & Building | Other    | Inspections outside of normal business hours (minimum charge --two hours) (2) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages                                                                        | \$ 60.00                                                                                                                               | \$ 60.00                                                                                                                               | 0%       |
| Planning & Building | Other    | Re-inspection fees assessed under provisions of Section 109.7 (2)                                                                                                                                                                                                                                    | \$ 60.00                                                                                                                               | \$ 60.00                                                                                                                               | 0%       |
| Planning & Building | Other    | Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)(2)                                                                                                                                                                                                          | \$ 60.00                                                                                                                               | \$ 60.00                                                                                                                               | 0%       |
| Planning & Building | Other    | Additional and partial inspections above the minimum required by the building codes may be charged (minimum charge--one hour) (2)                                                                                                                                                                    | \$ 60.00                                                                                                                               | \$ 60.00                                                                                                                               | 0%       |

Highlighting indicates a new fee or a fee increase of greater than 5%

| Department          | Program                        | Fee Description                                                                                                                                                                                                              | FY 2023 Adopted Fee    | FY 2024 Proposed Fee   | Change % |
|---------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|----------|
|                     |                                |                                                                                                                                                                                                                              | Amount                 | Amount                 |          |
| Planning & Building | Other                          | Hourly Rate for Review of Changes, Additions or Revisions to Plans                                                                                                                                                           | \$ 250.00              | \$ 100.00              | -60%     |
| Planning & Building | Other                          | Additional costs incurred by the City for security (2)                                                                                                                                                                       | \$ 100.00              | \$ 100.00              | 0%       |
| Planning & Building | Other                          | agreements and other similar processes (minimum charge) (2)                                                                                                                                                                  | \$ 1,002.00            | \$ 1,002.00            | 0%       |
| Planning & Building | Other                          | For use of outside consultants for plan checking and inspections, or both (3) <i>Actual costs include administrative and overhead costs.</i>                                                                                 | Actual Costs           | Actual Costs           | 0%       |
| Planning & Building | Other                          | Penalty for commencement of work without a building permit + additional stop work order and violation fees allowed for int Ketchum Municipal Code, Section 15.04.030)                                                        | \$ 1,000.00            | \$ 1,000.00            | 0%       |
| Planning & Building | Other                          | Deferred submittals, per each submittal                                                                                                                                                                                      | 25% of Plan review fee | 25% of Plan review fee | 0%       |
| Planning & Building | Other                          | Temporary Certificate of Occupancy (non-refundable) (per week)                                                                                                                                                               | \$ 1,000.00            | \$ 1,000.00            | 0%       |
| Planning & Building | Other                          | Alternative Energy System Installation- <i>Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspection and Fees.</i>                                                       | \$ 100.00              | \$ 100.00              | 0%       |
| Planning & Building | Other                          | Demolition Fee <i>(A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.)</i>                                                                                          | \$ 150.00              | \$ 750.00              | 400%     |
| Planning & Building | Design Review                  | Pre-Application Design Review                                                                                                                                                                                                | \$ 1,100.00            | \$ 3,300.00            | 200%     |
| Planning & Building | Design Review                  | Mountain Overlay Design Review                                                                                                                                                                                               | \$ 1,400.00            | \$ 4,800.00            | 243%     |
| Planning & Building | Design Review                  | Final Design Review                                                                                                                                                                                                          | \$ 1,800.00            | \$ 3,900.00            | 11%      |
| Planning & Building | Design Review                  | Administrative Design Review                                                                                                                                                                                                 | \$ 250.00              | \$ 500.00              | 100%     |
| Planning & Building | Design Review                  | Administrative Design Review - in Mountain Overlay and/or Avalance Overlay                                                                                                                                                   | \$ -                   | \$ 1,500.00            | new      |
| Planning & Building | Design Review                  | Hotel Pre-Application Design Review                                                                                                                                                                                          | \$ 0.10                | \$ 7,000.00            | -60%     |
| Planning & Building | Design Review                  | Hotel Design Review                                                                                                                                                                                                          | \$ 0.32                | \$ 9,000.00            | -60%     |
| Planning & Building | Design Review                  | Request to Alter or Demolish a Historic Structure                                                                                                                                                                            | \$ -                   | \$ 1,800.00            | new      |
| Planning & Building | Subdivision                    | Land Subdivision: Preliminary Plat                                                                                                                                                                                           | \$ 1,300.00            | \$ 2,900.00            | -32%     |
| Planning & Building | Subdivision                    | Condo/Townhome Subdivision: Preliminary Plat                                                                                                                                                                                 | \$ 525.00              | \$ 3,300.00            | -19%     |
| Planning & Building | Subdivision                    | Land Subdivision: Final Plat                                                                                                                                                                                                 | \$ 375.00              | \$ 2,000.00            | 166%     |
| Planning & Building | Subdivision                    | Condo/Townhome Subdivision: Final Plat                                                                                                                                                                                       | \$ -                   | \$ 2,000.00            | 166%     |
| Planning & Building | Subdivision                    | Planned Unit Development (PUD)                                                                                                                                                                                               | \$ 4,300.00            | \$ 12,500.00           | 191%     |
| Planning & Building | Subdivision                    | Planned Unit Development (PUD)- Minor Amendment                                                                                                                                                                              | \$ -                   | \$ 4,500.00            | new      |
| Planning & Building | Subdivision                    | Planned Unit Development (PUD)- Major Amendment                                                                                                                                                                              | \$ -                   | \$ 9,000.00            | new      |
| Planning & Building | Subdivision                    | Hotel Planned Unit Development (PUD)                                                                                                                                                                                         | \$ 0.48                | \$ 12,500.00           | -81%     |
| Planning & Building | Subdivision                    | Readjustment of Lot Lines (Lot Line Shift)                                                                                                                                                                                   | \$ 475.00              | \$ 1,700.00            | 112%     |
| Planning & Building | Subdivision                    | Vacation                                                                                                                                                                                                                     | \$ 1,615.00            | \$ 5,500.00            | 241%     |
| Planning & Building | Floodplain Development Permits | Streambank Alteration                                                                                                                                                                                                        | \$ 500.00              | \$ 5,700.00            | 1040%    |
| Planning & Building | Floodplain Development Permits | Emergency Streambank Alteration Permit                                                                                                                                                                                       | \$ 250.00              | \$ 1,500.00            | 500%     |
| Planning & Building | Floodplain Development Permits | Emergency Flood Protection Permit                                                                                                                                                                                            | \$ -                   | \$ -                   | 0%       |
| Planning & Building | Floodplain Development Permits | Floodplain Development Permit - Residential                                                                                                                                                                                  | \$ 1,400.00            | \$ 2,700.00            | 93%      |
| Planning & Building | Floodplain Development Permits | Floodplain Development Permit - Subdivision                                                                                                                                                                                  | \$ 350.00              | \$ 6,300.00            | 1700%    |
| Planning & Building | Floodplain Development Permits | Floodplain Development Permit - Non-residential and Mixed Use                                                                                                                                                                | \$ 1,525.00            | \$ 4,800.00            | 0%       |
| Planning & Building | Floodplain Development Permits | Floodplain Development Permit - interior remodel, new structures/additions entirely outside of floodplain                                                                                                                    | \$ 250.00              | \$ 1,800.00            | 620%     |
| Planning & Building | Floodplain Development Permits | Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation                                                                                                   | \$ 125.00              | \$ 350.00              | 180%     |
| Planning & Building | Floodplain Development Permits | Major Riparian Alteration – Application applies to vegetation within 25 feet of mean high water mark. This application covers the removal of more than four (4) trees or major maintenance of riparian trees and vegetation. | \$ -                   | \$ 700.00              | new      |
| Planning & Building | Other Permits                  | Administrative Use Permit                                                                                                                                                                                                    | \$ 250.00              | \$ 500.00              | 100%     |
| Planning & Building | Other Permits                  | Sign Permit                                                                                                                                                                                                                  | \$ 125.00              | \$ 250.00              | 100%     |
| Planning & Building | Other Permits                  | Fence Permit                                                                                                                                                                                                                 | \$ 100.00              | \$ 150.00              | 50%      |
| Planning & Building | Other Permits                  | Conditional Use Permit                                                                                                                                                                                                       | \$ 1,100.00            | \$ 3,200.00            | 191%     |
| Planning & Building | Other Permits                  | Conditional Use Permit - Daycare Businesses                                                                                                                                                                                  | \$ 300.00              | \$ 300.00              | 0%       |
| Planning & Building | Other Permits                  | Conditional Use Permit Amendment                                                                                                                                                                                             | \$ -                   | \$ 2,200.00            | new      |
| Planning & Building | Other Permits                  | Variance                                                                                                                                                                                                                     | \$ 1,100.00            | \$ 2,300.00            | 109%     |
| Planning & Building | Other Permits                  | Appeals                                                                                                                                                                                                                      | \$ 2,175.00            | \$ 5,000.00            | 130%     |
| Planning & Building | Other Permits                  | Off-Site Vendor - New                                                                                                                                                                                                        | \$ 750.00              | \$ 1,100.00            | 47%      |
| Planning & Building | Other Permits                  | Off-Site Vendor - Renewal                                                                                                                                                                                                    | \$ -                   | \$ 750.00              | new      |
| Planning & Building | Other Permits                  | Grading                                                                                                                                                                                                                      | \$ 125.00              | \$ 850.00              | 580%     |

Highlighting indicates a new fee or a fee increase of greater than 5%

| Department          | Program                       | Fee Description                                                       | FY 2023 Adopted Fee           | FY 2024 Proposed Fee          | Change % |
|---------------------|-------------------------------|-----------------------------------------------------------------------|-------------------------------|-------------------------------|----------|
|                     |                               |                                                                       | Amount                        | Amount                        |          |
| Planning & Building | Other Permits                 | Wireless Communications Facility Master Plan                          | \$ 525.00                     | \$ 1,800.00                   | 243%     |
| Planning & Building | Other Permits                 | Wireless Communications Facility Permit                               | \$ 225.00                     | \$ 800.00                     | 256%     |
| Planning & Building | Other Permits                 | Off-site Commercial/Neighborhood Snow Storage Permit - Administrative | \$ 75.00                      | \$ 500.00                     | 567%     |
| Planning & Building | Other Permits                 | Listing a Historic Structure/Site                                     | \$ -                          | \$ 2,200.00                   | new      |
| Planning & Building | Other Permits                 | Development Agreement-Rezone                                          | \$ 2,900.00                   | \$ 10,000.00                  | 245%     |
| Planning & Building | Other Permits                 | Development Agreement - Non-Rezone                                    | \$ 1,900.00                   | \$ 5,000.00                   | 163%     |
| Planning & Building | Other Permits                 | Development Agreement Amendment - Minor                               | \$ 1,900.00                   | \$ 3,000.00                   | 58%      |
| Planning & Building | Other Permits                 | Development Agreement Amendment - Major                               | \$ -                          | \$ 5,000.00                   | new      |
| Planning & Building | Other Permits                 | Residential Annexation                                                | \$ 5,688.00                   | \$ 5,688.00                   | 0%       |
| Planning & Building | Other Permits                 | Commercial Annexation                                                 | \$ 12,655.00                  | \$ 12,655.00                  | 0%       |
| Planning & Building | Other Permits                 | Mixed-Use Annexation (residential & commercial)                       | \$ -                          | \$ 12,655.00                  | new      |
| Planning & Building | Amendments                    | Comprehensive Plan Amendment                                          | \$ 1,925.00                   | \$ 7,000.00                   | 264%     |
| Planning & Building | Amendments                    | Zoning/Subdivision Text Amendment                                     | \$ 1,925.00                   | \$ 9,500.00                   | 394%     |
| Planning & Building | Amendments                    | Zone Change Request                                                   | \$ 1,925.00                   | \$ 6,000.00                   | 212%     |
|                     |                               |                                                                       | 100% of actual costs incurred | 100% of actual costs incurred | 0%       |
| Planning & Building | Miscellaneous                 | Consultant Review Fee                                                 | \$ -                          | \$ -                          | 0%       |
| Planning & Building | Miscellaneous                 | Community Housing In-lieu Fee                                         | \$ 450.00                     | \$ 450.00                     | 0%       |
| Planning & Building | Impact Fees                   | Fire Development Impact Fees Single Family                            | \$ 2,092.00                   | \$ 2,092.00                   | 0%       |
| Planning & Building | Impact Fees                   | Fire Development Impact Fees Multi Family per unit                    | \$ 1,616.00                   | \$ 1,616.00                   | 0%       |
| Planning & Building | Impact Fees                   | Fire Development Impact Fees Commercial per square foot               | \$ 0.45                       | \$ 0.45                       | 0%       |
| Planning & Building | Impact Fees                   | Parks Development Impact Fees Single Family                           | \$ 1,047.00                   | \$ 1,047.00                   | 0%       |
| Planning & Building | Impact Fees                   | Parks Development Impact Fees Multi Family per unit                   | \$ 809.00                     | \$ 809.00                     | 0%       |
| Planning & Building | Impact Fees                   | Parks Development Impact Fees Commercial per square foot              | \$ -                          | \$ -                          | 0%       |
| Planning & Building | Impact Fees                   | Police Development Impact Fees Single Family                          | \$ 104.00                     | \$ 104.00                     | 0%       |
| Planning & Building | Impact Fees                   | Police Development Impact Fees Multi Family per unit                  | \$ 80.00                      | \$ 80.00                      | 0%       |
| Planning & Building | Impact Fees                   | Police Development Impact Fees Commercial per square foot             | \$ 0.22                       | \$ 0.22                       | 0%       |
| Planning & Building | Impact Fees                   | Streets Development Impact Fees Single Family                         | \$ 4,492.00                   | \$ 4,492.00                   | 0%       |
| Planning & Building | Impact Fees                   | Streets Development Impact Fees Multi Family per unit                 | \$ 3,471.00                   | \$ 3,471.00                   | 0%       |
| Planning & Building | Impact Fees                   | Streets Development Impact Fees Commercial per square foot            | \$ 0.97                       | \$ 0.97                       | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Single Family Residential Installations under 4,000 sq. ft.           | \$ 100.00                     | \$ 100.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Single Family Residential Installations over 4,000 sq. ft.            | \$ 200.00                     | \$ 200.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Multi Family and Commercial Installations up to 6,000 sq. ft.         | \$ 200.00                     | \$ 200.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Multi Family and Commercial Installations 5,000 - 20,000 sq. ft.      | \$ 350.00                     | \$ 350.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Multi Family and Commercial Installations over 20,000 sq. ft.         | \$ 500.00                     | \$ 500.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Modification (including TI), 1-24 devices                             | \$ 100.00                     | \$ 100.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Modification (including TI), 25 or more devices                       | \$ 250.00                     | \$ 250.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Existing Component Modification                                       | \$ 100.00                     | \$ 100.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Component Addition to Existing System                                 | \$ 200.00                     | \$ 200.00                     | 0%       |
| Fire & Rescue       | Automatic Fire Alarm Systems  | Fire Alarm Inspections (all) per hour                                 | \$ 75.00                      | \$ 75.00                      | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Single Family Residential Installations under 6,000 sq. ft.           | \$ 150.00                     | \$ 150.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Single Family Residential Installations over 6,000 sq. ft.            | \$ 250.00                     | \$ 250.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Multi Family and Commercial Installations up to 6,000 sq. ft.         | \$ 150.00                     | \$ 150.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Multi Family and Commercial Installation 6,000 - 20,000 sq. ft.       | \$ 250.00                     | \$ 250.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Multi Family and Commercial Installation 20,001 - 40,000 sq. ft.      | \$ 500.00                     | \$ 500.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Multi Family and Commercial Installation over 40,000 sq. ft.          | \$ 800.00                     | \$ 800.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Modification, 1-10 Heads                                              | \$ 150.00                     | \$ 150.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Modification, 10 or more Heads                                        | \$ 300.00                     | \$ 300.00                     | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Per Head fee for all Plan Checks                                      | \$ 1.00                       | \$ 1.00                       | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Fire Suppression System Inspections (all) per hour                    | \$ 75.00                      | \$ 75.00                      | 0%       |
| Fire & Rescue       | Automatic Suppression Systems | Fire Flow Tests (beyond one included in plan review or other)         | \$ 150.00                     | \$ 150.00                     | 0%       |
| Fire & Rescue       | Sandpipe System Permits       | New Installation                                                      | \$ 250.00                     | \$ 250.00                     | 0%       |
| Fire & Rescue       | Sandpipe System Permits       | Modification                                                          | \$ 100.00                     | \$ 100.00                     | 0%       |
| Fire & Rescue       | Sandpipe System Permits       | Per Hose Connection for New and Existing Systems                      | \$ 10.00                      | \$ 10.00                      | 0%       |
| Fire & Rescue       | Sandpipe System Permits       | Standpipe System Inspections                                          | \$ 75.00                      | \$ 75.00                      | 0%       |

Highlighting indicates a new fee or a fee increase of greater than 5%

| Department    | Program                                   | Fee Description                                                                                                                                                                                         | FY 2023 Adopted Fee | FY 2024 Proposed Fee | Change % |
|---------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------|----------|
|               |                                           |                                                                                                                                                                                                         | Amount              | Amount               |          |
| Fire & Rescue | Alternative Fire-Extinguishing System     | Pern Clean Agent System Plan Check                                                                                                                                                                      | \$ 500.00           | \$ 500.00            | 0%       |
| Fire & Rescue | Alternative Fire-Extinguishing System     | Pern Clean Agent System Modification                                                                                                                                                                    | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Alternative Fire-Extinguishing System     | Pern New Installation: Commercial Kitchen Fire Suppression (per system)                                                                                                                                 | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Alternative Fire-Extinguishing System     | Pern Modification to a Commercial Kitchen Fire Suppression System                                                                                                                                       | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Alternative Fire-Extinguishing System     | Pern Inspections (per hour)                                                                                                                                                                             | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Alternative Fire-Extinguishing System     | Pern Modification to any Alternative Fire-Extinguishing System                                                                                                                                          | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Fire Pump Permits                         | New Installation                                                                                                                                                                                        | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Fire Pump Permits                         | Modification                                                                                                                                                                                            | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Fire Pump Permits                         | Inspections (per hour)                                                                                                                                                                                  | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Solar Photovoltaic System Permits         | New Installation and Plan Review                                                                                                                                                                        | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Solar Photovoltaic System Permits         | Modification to Existing System                                                                                                                                                                         | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Solar Photovoltaic System Permits         | Inspections (per hour)                                                                                                                                                                                  | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Flammable & Combustible Liquid Tank Per   | New Installation - Each Tank                                                                                                                                                                            | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Flammable & Combustible Liquid Tank Per   | Modification - Each Tank                                                                                                                                                                                | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Flammable & Combustible Liquid Tank Per   | Removal - Each Tank                                                                                                                                                                                     | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | L-P Gas System Permits                    | New Installation - Storage and/or dispensing                                                                                                                                                            | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | L-P Gas System Permits                    | Modification - Storage and/or dispensing                                                                                                                                                                | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | L-P Gas System Permits                    | New Installation - Prefilled Portable Cylinders for Consumer Exchange                                                                                                                                   | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Compressed Gases Systems Permit           | New Installation                                                                                                                                                                                        | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Compressed Gases Systems Permit           | Modification                                                                                                                                                                                            | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Medical Gas Systems Permit                | New Installation                                                                                                                                                                                        | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Medical Gas Systems Permit                | Modification                                                                                                                                                                                            | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Spring, Dipping or Powder Coating Permits | New Installation - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room                                                                                                                         | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Spring, Dipping or Powder Coating Permits | Modification - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room                                                                                                                             | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Hazardous Materials Permit                | Annual Fee to Store, Transport On-Site, Dispense, Use or Handle Hazardous Materials                                                                                                                     | \$ 150.00           | \$ 150.00            | 0%       |
| Fire & Rescue | Hazardous Materials Permit                | HMIS Assessment (minimum one hour) (per hour)                                                                                                                                                           | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Hazardous Materials Permit                | HMMP Assessment (minimum one hour) (per hour)                                                                                                                                                           | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Hazardous Materials Permit                | New Installation - HazMat Container, Tank or Process                                                                                                                                                    | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Hazardous Materials Permit                | Modification - HazMat Container, Tank or Process                                                                                                                                                        | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | Carbon Dioxide Systems                                                                                                                                                                                  | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | Firefighter Air System (FAS)                                                                                                                                                                            | \$ 500.00           | \$ 500.00            | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | Public Safety Radio Amplification System                                                                                                                                                                | \$ 500.00           | \$ 500.00            | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | Smoke Control/Management System                                                                                                                                                                         | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | Battery System (UPS)                                                                                                                                                                                    | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | High-Piled Storage Plan (minimum one hour) (per hour)                                                                                                                                                   | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | Other fire code related permits as set forth in IFC Section 105.7 (minimum one hour) (per hour)                                                                                                         | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Other Fire Code Permits                   | Annual operational permits as set forth in IFC Section 105.6                                                                                                                                            | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Inspection & Standby Fees                 | Re-inspection fees (minimum one hour) (per hour)                                                                                                                                                        | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Inspection & Standby Fees                 | Additional inspections required by changes, additions, or revisions (minimum one hour) (per hour)                                                                                                       | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Inspection & Standby Fees                 | After Hours Inspections (based on staff availability, minimum two hours) (per hour)                                                                                                                     | \$ 150.00           | \$ 150.00            | 0%       |
| Fire & Rescue | Inspection & Standby Fees                 | Investigation inspection fee (work commencing before permit issuance - IFC 106.3)                                                                                                                       | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Inspection & Standby Fees                 | Investigation inspection fee (removal of Stop Work Order - IFC 112)                                                                                                                                     | \$ 300.00           | \$ 300.00            | 0%       |
| Fire & Rescue | Inspection & Standby Fees                 | Firewatch, standby firefighters and/or emergency medical personnel and apparatus as required by the <i>fire marshal</i> . Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance. | ICMA RATES          | ICMA RATES           | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days                                                                                                                   | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - Amusement Building - 30 Days (must have sprinkler system 3103.3.1)                                                                                                                      | \$ 500.00           | \$ 500.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - Fuel Tank & Dispensing                                                                                                                                                                  | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - LP Gas - Construction Site Use of Containers Over 100 lbs.                                                                                                                              | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - Tent or Membrane Structure >400 sq. ft. -Additional Tents(s) per event \$50 ea.                                                                                                         | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - Special Event Structure >400 sq. ft.                                                                                                                                                    | \$ 100.00           | \$ 100.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - Outdoor Assembly Event where planned attendance exceeds 1000 persons                                                                                                                    | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Temporary Use - Pyrotechnics Display                                                                                                                                                                    | \$ 200.00           | \$ 200.00            | 0%       |
| Fire & Rescue | Temporary Use Permit Fees                 | Other fire code related temporary use permits not listed (minimum one hour) (per hour)                                                                                                                  | \$ 75.00            | \$ 75.00             | 0%       |
| Fire & Rescue | Emergency Fire Alarm Response Fees        | First 3 alarms per year                                                                                                                                                                                 | \$ -                | \$ -                 | 0%       |

Highlighting indicates a new fee or a fee increase of greater than 5%

| Department     | Program                            | Fee Description                                                                                                                                                          | FY 2023 Adopted Fee Amount                                                                                              | FY 2024 Proposed Fee Amount                                                                                             | Change % |
|----------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------|
| Fire & Rescue  | Emergency Fire Alarm Response Fees | 4 <sup>th</sup> alarm per calendar year                                                                                                                                  | \$ 200.00                                                                                                               | \$ 200.00                                                                                                               | 0%       |
| Fire & Rescue  | Emergency Fire Alarm Response Fees | Each additional alarm per calendar year progressively increases at \$200.00 increments for each additional fire alarm, by alarm number                                   | \$ 200.00                                                                                                               | \$ 200.00                                                                                                               | 0%       |
| Fire & Rescue  | Burn Response Fees                 | Responses caused by burning without a permit. Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance                                               | ICMA RATES                                                                                                              | ICMA RATES                                                                                                              | 0%       |
| Fire & Rescue  | Burn Response Fees                 | Responses to wildland or structure fire caused by an illegal burn. Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance                          | ICMA RATES                                                                                                              | ICMA RATES                                                                                                              | 0%       |
| Fire & Rescue  | Burn Response Fees                 | Violation of the Fire Code (\$250.00 per violation, per day) Each day in which a violation occurs, after due notice has been served, shall constitute a separate offense | \$ 250.00                                                                                                               | \$ 250.00                                                                                                               | 0%       |
| Recreation     | Youth Fees After School            | Full season (school year)                                                                                                                                                | \$ 755.00                                                                                                               | \$ 755.00                                                                                                               | 0%       |
| Recreation     | Youth Fees After School            | Per month                                                                                                                                                                | \$ 105.00                                                                                                               | \$ 105.00                                                                                                               | 0%       |
| Recreation     | Youth Fees After School            | Per day                                                                                                                                                                  | \$ 15.00                                                                                                                | \$ 15.00                                                                                                                | 0%       |
| Recreation     | Youth Fees After School            | Out-of-school and extra activities, cost is activity dependent                                                                                                           | \$40.00-\$65.00                                                                                                         | \$40.00-\$65.00                                                                                                         | 0%       |
| Recreation     | Youth Fees After School            | Swimming (6 weeks session)                                                                                                                                               | \$ 90.00                                                                                                                | \$ 90.00                                                                                                                | 0%       |
| Recreation     | Youth Fees After School            | Additional after school activities                                                                                                                                       | \$ 80.00                                                                                                                | \$ 80.00                                                                                                                | 0%       |
| Recreation     | Youth Fees Summer                  | Full summer (ten weeks M-Th)                                                                                                                                             | \$ 1,100.00                                                                                                             | \$ 1,100.00                                                                                                             | 0%       |
| Recreation     | Youth Fees Summer                  | Per week (M-TH)                                                                                                                                                          | \$ 155.00                                                                                                               | \$ 155.00                                                                                                               | 0%       |
| Recreation     | Youth Fees Summer                  | Per day (drop-in)                                                                                                                                                        | \$ 40.00                                                                                                                | \$ 40.00                                                                                                                | 0%       |
| Recreation     | Youth Fees Summer                  | Swimming (10 weeks session)                                                                                                                                              | \$ 150.00                                                                                                               | \$ 150.00                                                                                                               | 0%       |
| Recreation     | Youth Fees Summer                  | Friday Adventures (requires individual registration) cost depends on activity                                                                                            | \$40.00-\$65.00                                                                                                         | \$40.00-\$65.00                                                                                                         | 0%       |
| Recreation     | Park Reservations                  | 100 people or fewer-1/2 day rate up to 4 hours                                                                                                                           | \$ 80.00                                                                                                                | \$ 80.00                                                                                                                | 0%       |
| Recreation     | Park Reservations                  | 101 people or more-1/2 day rate up to 4 hours                                                                                                                            | \$ 160.00                                                                                                               | \$ 160.00                                                                                                               | 0%       |
| Recreation     | Park Reservations                  | 100 people or fewer-Full day rate up to 8 hours                                                                                                                          | \$ 160.00                                                                                                               | \$ 160.00                                                                                                               | 0%       |
| Recreation     | Park Reservations                  | 101 people or more-Full Day Rate up to 8 hours                                                                                                                           | \$ 320.00                                                                                                               | \$ 320.00                                                                                                               | 0%       |
| Recreation     | Park Reservations                  | Refundable Security Deposit (over 100 people)                                                                                                                            | \$ 250.00                                                                                                               | \$ 250.00                                                                                                               | 0%       |
| Recreation     | User Fees                          | Athletic fields and facilities (per two hours)                                                                                                                           | \$ 80.00                                                                                                                | \$ 80.00                                                                                                                | 0%       |
| Recreation     | User Fees                          | Recreation Center (per two hours)                                                                                                                                        | \$ 60.00                                                                                                                | \$ 60.00                                                                                                                | 0%       |
| Recreation     | User Fees                          | Recreation Center Security Deposit                                                                                                                                       | \$ 150.00                                                                                                               | \$ 150.00                                                                                                               | 0%       |
|                |                                    |                                                                                                                                                                          | Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules | Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules | 0%       |
| Recreation     | User Fees                          | Public Park Areas                                                                                                                                                        |                                                                                                                         |                                                                                                                         |          |
| Administrative | Special Events                     | Street Party Application Fee                                                                                                                                             | \$ 100.00                                                                                                               | \$ 100.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Block Party Application Fee                                                                                                                                              | \$ 50.00                                                                                                                | \$ 50.00                                                                                                                | 0%       |
| Administrative | Special Events                     | Category A – application fee                                                                                                                                             | \$ 100.00                                                                                                               | \$ 100.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Category B – application fee                                                                                                                                             | \$ 400.00                                                                                                               | \$ 400.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Category C – application fee                                                                                                                                             | \$ 800.00                                                                                                               | \$ 800.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Facility Fee(per day)                                                                                                                                                    | \$ 150.00                                                                                                               | \$ 150.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Visitor Center Window Advertising Permit                                                                                                                                 | \$ 75.00                                                                                                                | \$ 75.00                                                                                                                | 0%       |
| Administrative | Special Events                     | Music License Fee (per day)                                                                                                                                              | \$ 10.00                                                                                                                | \$ 10.00                                                                                                                | 0%       |
| Administrative | Special Events                     | Street Closure for Designated Event Location                                                                                                                             | \$ 100.00                                                                                                               | \$ 100.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Street Closure for Non-Designated Event Location                                                                                                                         | \$ 500.00                                                                                                               | \$ 500.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Refundable Security Deposit (Street Party & Small Events)                                                                                                                | \$ 250.00                                                                                                               | \$ 250.00                                                                                                               | 0%       |
| Administrative | Special Events                     | Refundable Security Deposit (Medium & Large Events)                                                                                                                      | \$ 500.00                                                                                                               | \$ 500.00                                                                                                               | 0%       |
| Administrative | Film Permits                       | Motion: City Property including rights-of-way(per day)                                                                                                                   | \$ 400.00                                                                                                               | \$ 400.00                                                                                                               | 0%       |
| Administrative | Film Permits                       | Still: City Property including rights-of-way (per day)                                                                                                                   | \$ 200.00                                                                                                               | \$ 200.00                                                                                                               | 0%       |
|                |                                    |                                                                                                                                                                          | All memorials are cost-specific and determined by Department Director or designee                                       | All memorials are cost-specific and determined by Department Director or designee                                       | 0%       |
| Administrative | Memorials and Donations            | Benches, trees, tables, property, etc.                                                                                                                                   |                                                                                                                         |                                                                                                                         |          |



Highlighting indicates a new fee or a fee increase of greater than 5%

| Department     | Program       | Fee Description                                                                                                     | FY 2023 Adopted Fee Amount                                           | FY 2024 Proposed Fee Amount                                          | Change % |
|----------------|---------------|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|----------|
| Administrative | Tree Services | Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission(per occurrence) | \$ 50.00                                                             | \$ 50.00                                                             | 0%       |
| Administrative | Tree Services | Tree Permit (allows contractor to perform work on public trees with permission (per fiscal year)                    | \$ 50.00                                                             | \$ 50.00                                                             | 0%       |
| Street         | Permits       | Banner Install/Remove                                                                                               | \$ 175.00                                                            | \$ 175.00                                                            | 0%       |
| Street         | Permits       | Right of Way Encroachment Agreement                                                                                 | \$ 150.00                                                            | \$ 475.00                                                            | 217%     |
| Street         | Permits       | Temporary Use of the Right of Way Permit (TURP)                                                                     | \$ 100.00                                                            | \$ 100.00                                                            | 0%       |
| Street         | Permits       | Dig Permit                                                                                                          | \$ 50.00                                                             | \$ 50.00                                                             | 0%       |
| Street         | Permits       | Barricade Rental                                                                                                    | \$ 20.00                                                             | \$ 20.00                                                             | 0%       |
| Street         | Permits       | Security Agreement/Performance Bond Processing Fee                                                                  | \$ 100.00                                                            | \$ 100.00                                                            | 0%       |
|                |               |                                                                                                                     | In addition to connection fees in table 4-D                          | In addition to connection fees in table 4-D                          | 0%       |
| Water          | Fees          | City water tap and corporation stop installation                                                                    |                                                                      |                                                                      |          |
| Water          | Fees          | 1" tap                                                                                                              | \$ 203.00                                                            | \$ 203.00                                                            | 0%       |
| Water          | Fees          | 1 1/2" tap                                                                                                          | \$ 220.00                                                            | \$ 220.00                                                            | 0%       |
| Water          | Fees          | 2" tap                                                                                                              | \$ 247.00                                                            | \$ 247.00                                                            | 0%       |
| Water          | Fees          | Non-Standard Connection Fee                                                                                         | Time and material cost to city                                       | Time and material cost to city                                       | 0%       |
|                |               |                                                                                                                     | Meter cost + \$40; check with Water Division for current meter costs | Meter cost + \$40; check with Water Division for current meter costs | 0%       |
| Water          | Fees          | Water Meter Fee – 1" Water Meter                                                                                    | Meter cost + \$40; check with Water Division for current meter costs | Meter cost + \$40; check with Water Division for current meter costs | 0%       |
| Water          | Fees          | Water Meter Fee – 1.5" R2 Water Meter                                                                               | Meter cost + \$40; check with Water Division for current meter costs | Meter cost + \$40; check with Water Division for current meter costs | 0%       |
| Water          | Fees          | Water Meter Fee – 1.5" C2 Water Meter                                                                               | Meter cost + \$40; check with Water Division for current meter costs | Meter cost + \$40; check with Water Division for current meter costs | 0%       |
| Water          | Fees          | Water Meter Fee – 2" R2 Water Meter                                                                                 | Meter cost + \$40; check with Water Division for current meter costs | Meter cost + \$40; check with Water Division for current meter costs | 0%       |
| Water          | Fees          | Water Meter Fee – 2" C2 Water Meter                                                                                 | Meter cost + \$40; check with Water Division for current meter costs | Meter cost + \$40; check with Water Division for current meter costs | 0%       |
| Water          | Fees          | Water Meter Fee – 3" Water Meter + up                                                                               | Meter cost + \$40; check with Water Division for current meter costs | Meter cost + \$40; check with Water Division for current meter costs | 0%       |
| Water          | Fees          | Water Meter Vaults                                                                                                  | \$ 1,100.00                                                          | \$ 1,100.00                                                          | 0%       |
| Water          | Fees          | Fire Line Permit Fee                                                                                                | \$ 253.00                                                            | \$ 253.00                                                            | 0%       |
| Water          | Fees          | Turn-On Fee                                                                                                         | \$ 25.00                                                             | \$ 25.00                                                             | 0%       |
| Water          | Fees          | Turn-Off Fee                                                                                                        | \$ 25.00                                                             | \$ 25.00                                                             | 0%       |
| Water          | Fees          | Water User Charges – Metered Users Base charge (residential or commercial)                                          | \$ 14.55                                                             | \$ 15.28                                                             | 5%       |
| Water          | Fees          | 1,000 – 8,000 Additional Gallons per 1,000 gallons                                                                  | \$ 1.25                                                              | \$ 1.31                                                              | 5%       |
| Water          | Fees          | 8,001 – 20,000 Additional Gallons per 1,000 gallons                                                                 | \$ 2.45                                                              | \$ 2.57                                                              | 5%       |
| Water          | Fees          | 20,001 – 32,000 Additional Gallons per 1,000 gallons                                                                | \$ 2.89                                                              | \$ 3.03                                                              | 5%       |
| Water          | Fees          | 32,001 – 44,000 Additional Gallons per 1,000 gallons                                                                | \$ 3.33                                                              | \$ 3.50                                                              | 5%       |
| Water          | Fees          | 44,001 – 56,000 Additional Gallons per 1,000 gallons                                                                | \$ 3.77                                                              | \$ 3.96                                                              | 5%       |
| Water          | Fees          | 56,001 – 68,000 Additional Gallons per 1,000 gallons                                                                | \$ 4.21                                                              | \$ 4.42                                                              | 5%       |
| Water          | Fees          | 68,001 – 80,000 Additional Gallons per 1,000 gallons                                                                | \$ 4.65                                                              | \$ 4.88                                                              | 5%       |
| Water          | Fees          | 80,001 – 92,000 Additional Gallons per 1,000 gallons                                                                | \$ 5.23                                                              | \$ 5.49                                                              | 5%       |
| Water          | Fees          | 92,000 – 104,000 Additional Gallons per 1,000 gallons                                                               | \$ 5.81                                                              | \$ 6.10                                                              | 5%       |
| Water          | Fees          | 104,001 – 116,000 Additional Gallons per 1,000 gallons                                                              | \$ 6.39                                                              | \$ 6.71                                                              | 5%       |
| Water          | Fees          | 116,001 – 128,000 Additional Gallons per 1,000 gallons                                                              | \$ 6.98                                                              | \$ 7.33                                                              | 5%       |
| Water          | Fees          | 128,001 – 140,000 Additional Gallons per 1,000 gallons                                                              | \$ 7.56                                                              | \$ 7.94                                                              | 5%       |
| Water          | Fees          | 140,001 – 152,000 Additional Gallons per 1,000 gallons                                                              | \$ 8.14                                                              | \$ 8.55                                                              | 5%       |
| Water          | Fees          | >152,000 Additional Gallons per 1,000 gallons                                                                       | \$ 8.72                                                              | \$ 9.16                                                              | 5%       |

Highlighting indicates a new fee or a fee increase of greater than 5%

| Department | Program                | Fee Description                                                                                         | FY 2023 Adopted Fee      | FY 2024 Proposed Fee     | Change % |
|------------|------------------------|---------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|----------|
|            |                        |                                                                                                         | Amount                   | Amount                   |          |
| Water      | User Charges-Flat Rate | Residential-First five (5) cold water taps or less Each additional cold water tap (per month, per unit) | \$ 25.06                 | \$ 26.31                 | 5%       |
| Water      | User Charges-Flat Rate | Residential-Each additional cold water tap (per month, per unit)                                        | \$ 2.31                  | \$ 2.43                  | 5%       |
| Water      | User Charges-Flat Rate | Residential-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)      | \$ 0.83                  | \$ 0.87                  | 5%       |
| Water      | User Charges-Flat Rate | Commercial-First five (5) cold water taps or less Each additional cold water tap (per month, per unit)  | \$ 38.46                 | \$ 40.38                 | 5%       |
| Water      | User Charges-Flat Rate | Commercial-Each additional cold water tap (per month, per unit)                                         | \$ 3.20                  | \$ 3.36                  | 5%       |
| Water      | User Charges-Flat Rate | Commercial-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)       | \$ 0.84                  | \$ 0.88                  | 5%       |
| Water      | User Fees              | Fire User Charge 2" Connection (per month)                                                              | \$ 8.21                  | \$ 8.62                  | 5%       |
| Water      | User Fees              | Fire User Charge 4" Connection (per month)                                                              | \$ 16.70                 | \$ 17.54                 | 5%       |
| Water      | User Fees              | Fire User Charge 6" Connection (per month)                                                              | \$ 33.56                 | \$ 35.24                 | 5%       |
| Water      | User Fees              | Fire User Charge 8" Connection (per month)                                                              | \$ 49.61                 | \$ 52.09                 | 5%       |
| Water      | User Fees              | Fire User Chage 10" Connection (per month)                                                              | \$ 67.16                 | \$ 70.52                 | 5%       |
| Water      | User Fees              | Fire User Charge 12" Connection (per month)                                                             | \$ 83.11                 | \$ 87.27                 | 5%       |
|            |                        |                                                                                                         | Fee determined by amount | Fee determined by amount | 0%       |
| Water      | User Fees              | Tank Truck Fill Fee                                                                                     | \$                       | \$                       | 0%       |
| Water      | User Fees              | Use of Fire Hydrant Charge (per day)                                                                    | \$ 25.00                 | \$ 25.00                 | 0%       |
| Water      | Connection Fees        | Meter 1" scale factor 1.00                                                                              | \$ 3,816.00              | \$ 3,816.00              | 0%       |
| Water      | Connection Fees        | Meter 1.5" scale factor 2.25                                                                            | \$ 8,586.00              | \$ 8,586.00              | 0%       |
| Water      | Connection Fees        | Meter 2" scale factor 4.00                                                                              | \$ 15,264.00             | \$ 15,264.00             | 0%       |
| Water      | Connection Fees        | Meter 3" scale factor 9.00                                                                              | \$ 34,344.00             | \$ 34,344.00             | 0%       |
| Water      | Connection Fees        | Meter 4" scale factor 16.00                                                                             | \$ 61,056.00             | \$ 61,056.00             | 0%       |
| Water      | Connection Fees        | Meter 6" scale factor 36.00                                                                             | \$ 137,376.00            | \$ 137,376.00            | 0%       |
| Wastewater | Fees                   | Service Inspection Fee                                                                                  | \$ 40.00                 | \$ 40.00                 | 0%       |
| Wastewater | Sewer User Fees        | 11-Single family home                                                                                   | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 12-Multiple living unit                                                                                 | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 13-Motel / hotel (first unit)                                                                           | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 15-Office building / 1,500 square feet                                                                  | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 16-Retail sales / 3,000 square feet                                                                     | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 17-Restaurant / cafe per seat with or without a trap                                                    | \$ 4.13                  | \$ 4.34                  | 5%       |
| Wastewater | Sewer User Fees        | 20-Retail food / 1,500 square feet                                                                      | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 21-Barber shop / per chair                                                                              | \$ 20.90                 | \$ 21.95                 | 5%       |
| Wastewater | Sewer User Fees        | 22-Beauty salon / per operator                                                                          | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 26-Dry cleaners                                                                                         | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 27-Garage / mechanical per 1,500 square feet                                                            | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 28-Laundries                                                                                            | \$ 167.39                | \$ 175.76                | 5%       |
| Wastewater | Sewer User Fees        | 29-Bank                                                                                                 | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 30-School / per 50 students                                                                             | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 31-Swimming pool / private / 500 square feet                                                            | \$ 10.40                 | \$ 10.92                 | 5%       |
| Wastewater | Sewer User Fees        | 32-Beer, wine, liquor                                                                                   | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 33-Theater / per screen                                                                                 | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 35-Nursery school                                                                                       | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 36-Church                                                                                               | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 37-Lodge / private / 3,000 square feet                                                                  | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 39-Dentist / doctor/ per medical doctor                                                                 | \$ 45.04                 | \$ 47.29                 | 5%       |
| Wastewater | Sewer User Fees        | 40-Car wash with recycle                                                                                | \$ 45.04                 | \$ 47.29                 | 5%       |
| Wastewater | Sewer User Fees        | 41-Hospital / per bed                                                                                   | \$ 8.34                  | \$ 8.76                  | 5%       |
| Wastewater | Sewer User Fees        | 42-Bowling alley / per lane                                                                             | \$ 16.72                 | \$ 17.56                 | 5%       |
| Wastewater | Sewer User Fees        | 43-Car wash without recycle / per bay                                                                   | \$ 83.60                 | \$ 87.78                 | 5%       |
| Wastewater | Sewer User Fees        | 44-Commercial / 3,000 square feet                                                                       | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 45-Photo development lab                                                                                | \$ 83.60                 | \$ 87.78                 | 5%       |
| Wastewater | Sewer User Fees        | 46-Gas station with public restrooms                                                                    | \$ 83.67                 | \$ 87.85                 | 5%       |
| Wastewater | Sewer User Fees        | 47-Warehouse / 6,000 square feet                                                                        | \$ 41.85                 | \$ 43.94                 | 5%       |
| Wastewater | Sewer User Fees        | 48-Swimming pool / public / 500 square feet                                                             | \$ 31.99                 | \$ 33.59                 | 5%       |
| Wastewater | Sewer User Fees        | 54-Motel / hotel unit without cooking                                                                   | \$ 10.40                 | \$ 10.92                 | 5%       |
| Wastewater | Sewer User Fees        | 55-Motel hotel, with cooking                                                                            | \$ 20.90                 | \$ 21.95                 | 5%       |

Highlighting indicates a new fee or a fee increase of greater than 5%

| Department     | Program            | Fee Description                                                                                                | FY 2023 Adopted Fee                            | FY 2024 Proposed Fee                           | Change % |
|----------------|--------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|----------|
|                |                    |                                                                                                                | Amount                                         | Amount                                         |          |
| Wastewater     | Sewer User Fees    | 56-Senior family living home                                                                                   | \$ 20.90                                       | \$ 21.95                                       | 5%       |
| Water          | Connection Fees    | Meter 1" scale factor 1.00                                                                                     | \$ 2,921.00                                    | \$ 2,921.00                                    | 0%       |
| Water          | Connection Fees    | Meter 1.5" scale factor 2.25                                                                                   | \$ 6,572.25                                    | \$ 6,572.25                                    | 0%       |
| Water          | Connection Fees    | Meter 2" scale factor 4.00                                                                                     | \$ 11,684.00                                   | \$ 11,684.00                                   | 0%       |
| Water          | Connection Fees    | Meter 3" scale factor 9.00                                                                                     | \$ 26,289.00                                   | \$ 26,289.00                                   | 0%       |
| Water          | Connection Fees    | Meter 4" scale factor 16.00                                                                                    | \$ 46,736.00                                   | \$ 46,736.00                                   | 0%       |
| Water          | Connection Fees    | Meter 6" scale factor 36.00                                                                                    | \$ 105,156.00                                  | \$ 105,156.00                                  | 0%       |
| Administrative | License & Tax Fees | Business License Application Fee                                                                               | \$ 125.00                                      | \$ 125.00                                      | 0%       |
| Administrative | License & Tax Fees | Business License Renewal Fee                                                                                   | \$ 50.00                                       | \$ 50.00                                       | 0%       |
| Administrative | License & Tax Fees | Business License Late Fee                                                                                      | \$ 10.00                                       | \$ 10.00                                       | 0%       |
| Administrative | License & Tax Fees | City Local Option Tax Application Fee - Tax collected per Municipal Code Title 3, Chapter 12.                  | \$ -                                           | \$ -                                           | 0%       |
|                |                    |                                                                                                                | After Due Date: Penalty -                      | After Due Date: Penalty -                      |          |
|                |                    |                                                                                                                | The greater of 5% of Tax                       | The greater of 5% of Tax                       |          |
|                |                    |                                                                                                                | Due or \$10.00 Plus 1%                         | Due or \$10.00 Plus 1%                         | 0%       |
|                |                    |                                                                                                                | Interest Per Month on Tax                      | Interest Per Month on Tax                      |          |
| Administrative | License & Tax Fees | City Local Option Tax Late Fee                                                                                 | Due                                            | Due                                            |          |
| Administrative | License & Tax Fees | Short-Term Rental Application Permit Fee-City Resolution #1230                                                 | \$ 527.00                                      | \$ 504.00                                      | -4.36%   |
| Administrative | License & Tax Fees | Short-Term Rental Renewal Permit Fee                                                                           | \$ -                                           | \$ 504.00                                      | 0%       |
| Administrative | License & Tax Fees | Short-Term Rental Late Fee (per day)                                                                           | \$ 100.00                                      | \$ 100.00                                      | 0%       |
| Administrative | License & Tax Fees | Catering Permit Application Fee- Idaho Code 23-934A                                                            | \$ 20.00                                       | \$ 20.00                                       | 0%       |
| Administrative | Copy Fees          | Black & White 8.5"x 11" Single-sided (per page)                                                                | \$ 0.06                                        | \$ 0.06                                        | 0%       |
| Administrative | Copy Fees          | Black & White 8.5"x 14" Single-sided (per page)                                                                | \$ 0.06                                        | \$ 0.06                                        | 0%       |
| Administrative | Copy Fees          | Black & White 8.5"x 11" Double-sided (per page)                                                                | \$ 0.11                                        | \$ 0.11                                        | 0%       |
| Administrative | Copy Fees          | Black & White 8.5"x 14" Double-sided (per page)                                                                | \$ 0.11                                        | \$ 0.11                                        | 0%       |
| Administrative | Copy Fees          | Black & White 11"x 17" Single-sided (per page)                                                                 | \$ 0.15                                        | \$ 0.15                                        | 0%       |
| Administrative | Copy Fees          | Black & White 11"x 17" Double-sided (per page)                                                                 | \$ 0.29                                        | \$ 0.29                                        | 0%       |
| Administrative | Copy Fees          | Color 8.5"x 11" Single-sided (per page)                                                                        | \$ 0.65                                        | \$ 0.65                                        | 0%       |
| Administrative | Copy Fees          | Color 8.5"x 14" Single-sided (per page)                                                                        | \$ 0.65                                        | \$ 0.65                                        | 0%       |
| Administrative | Copy Fees          | Color 8.5"x 11" Double-sided (per page)                                                                        | \$ 0.65                                        | \$ 0.65                                        | 0%       |
| Administrative | Copy Fees          | Color 8.5"x 14" Double-sided (per page)                                                                        | \$ 0.65                                        | \$ 0.65                                        | 0%       |
| Administrative | Copy Fees          | Color 11"x 17" Single-sided (per page)                                                                         | \$ 0.85                                        | \$ 0.85                                        | 0%       |
| Administrative | Copy Fees          | Color 11"x 17" Double-sided (per page)                                                                         | \$ 0.85                                        | \$ 0.85                                        | 0%       |
| Administrative | Copy Fees          | 24" x 36" (outsourced) (per page)                                                                              | \$ 3.30                                        | \$ 3.30                                        | 0%       |
| Administrative | Copy Fees          | 22" x 34" (outsourced) (per page)                                                                              | \$ 3.00                                        | \$ 3.00                                        | 0%       |
| Administrative | Labor Rates Hourly | City Administrator, Department Head, Assistant or Associate, City Clerk, City Treasurer- Idaho Code 74-102(10) | Current salary divided by 2,080 hours per year | Current salary divided by 2,080 hours per year | 0%       |
| Administrative | Labor Rates Hourly | Network Consultant                                                                                             | Current hourly rate                            | Current hourly rate                            | 0%       |



## Appendix II:

Blaine County Sheriff – Ketchum Patrol Team

Idaho Dark Sky Alliance

Friends of the Sawtooth Avalanche Center

Mountain Humane

Mountain Rides

Sun Valley Economic Development

# Ketchum Patrol Team

## FY24 Operating Budget



SHERIFF STEVE HARKINS  
CHIEF DEPUTY WILL FRUEHLING



FY2024

## Ketchum Patrol Team Budget Overview



Office / Department: Blaine County Sheriff's Office  
Budget Contact Persons: Sheriff Steve Harkins  
Chief Deputy Will Fruehling  
Lieutenant Jamie Shaw

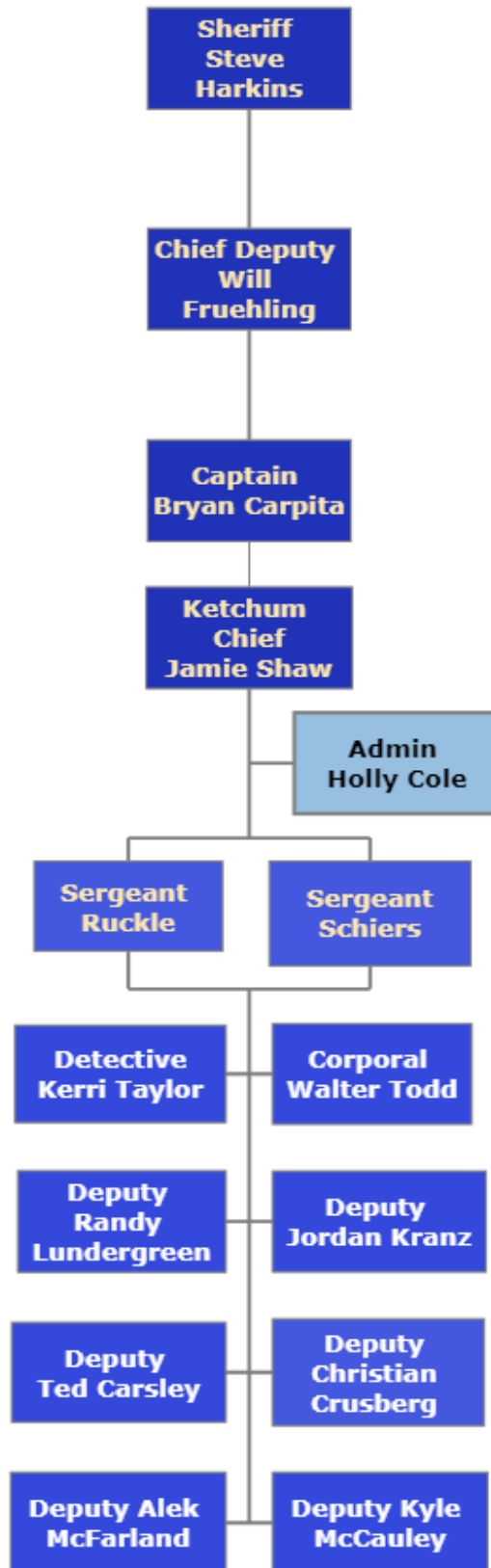
### Mission Statement

The men and women of the Ketchum Patrol Team of the Blaine County Sheriff's Office are committed to being a professional organization dedicated to the concepts of personal excellence, continuous improvement, teamwork, and service to our community. We take pride in our organization, our accomplishments, and our abilities to make the City of Ketchum a safe place to live, work, and play.



**Teamwork \* Integrity \* Excellence**

*Ketchum Patrol Team Organizational Structure:*





# FY23 Highlights

## **School Liaison Deputies:**

This year we added two school liaison deputies to provide both Hemingway Elementary and the Carey School with a primary point of contact to assist with school-related matters. Neither school has an assigned School Resource Officer. The purpose of this position is to build and maintain mutually beneficial relationships, facilitate communications, and coordinate activities between our department and the schools.

## **Rapid Response Training:**

Recent events across the country have taught us that not only must our deputies be trained and prepared for threats in schools, public places, and gatherings, but that these events can happen anywhere. This year we had five deputies attend the Active Attack Integrated Response Courses and become instructors in various subjects. This program addresses the principles and technical aspects of responding to and implementing an integrated first responder deployment to an active attack event. This response protocol is the standard for American law enforcement, fire departments, and emergency medical personnel and is proven to save lives.

## **Patrol Training:**

As of June 1, 2023, our two patrol teams have completed a total of 1,226 hours of training on topics such as drug investigations, firearms, arrest and control techniques (ARCON), leadership, active shooter, domestic violence, and interview techniques. 751 of these hours were completed in-house and 475 hours were held outside our agency.

## **Computer Network Consolidation:**

With the assistance of the IT Team, the Ketchum Patrol Team is now on the Blaine County computer network. Deputies can now access all computers without multiple logins. This is a big step in improving our efficiency. The final step will be to upgrade Ketchum's WatchGuard server which should be completed by the end of FY23.

## **Breaching Tools:**

We have purchased breaching tools for all our patrol vehicles to enhance our readiness for major events such as active shooters.

## **Ketchum Field Days:**

The Ketchum Patrol Team continued our long tradition of community involvement with our 12<sup>th</sup> annual Field Day at Hemingway Elementary School. We also brought our community and law enforcement together during our annual Bike Rodeo and Wagon Days events. Maintaining a close relationship with the public and our local schools has always been a priority. When schools, our community, and law enforcement work together, we can achieve positive outcomes.



**KETCHUM PATROL TEAM  
SUMMARY SCHEDULE**

**Fiscal Year 2024 - October 1, 2023 Through September 30, 2024**

| Classification                           | 2023<br>Budgeted    | 2023<br>Revised     | 2024<br>Request     | Change<br>Amount |
|------------------------------------------|---------------------|---------------------|---------------------|------------------|
| Personnel Services                       | \$ 1,076,602        | \$ 1,078,010        | \$ 1,161,305        | \$ 83,295        |
| Contractual Services & Commodities       | \$ 233,162          | \$ 233,162          | \$ 247,770          | \$ 14,608        |
| <b>Proposed Ketchum Operating Budget</b> | <b>\$ 1,309,764</b> | <b>\$ 1,311,172</b> | <b>\$ 1,409,075</b> | <b>\$ 97,903</b> |

***County Clerk Estimates***

|                                       |                     |                     |                     |                   |
|---------------------------------------|---------------------|---------------------|---------------------|-------------------|
| Benefits Estimate                     | \$ 431,973          | \$ 431,973          | \$ 488,443          | \$ 56,470         |
| <b>Total Estimated Ketchum Budget</b> | <b>\$ 1,741,737</b> | <b>\$ 1,743,145</b> | <b>\$ 1,897,518</b> | <b>\$ 154,373</b> |

***Unincluded Capital Outlay Considerations***

|                |      |      |           |           |
|----------------|------|------|-----------|-----------|
| Capital Outlay | \$ - | \$ - | \$ 65,428 | \$ 65,428 |
|----------------|------|------|-----------|-----------|



**KETCHUM PATROL TEAM  
SUMMARY SCHEDULE**

**Fiscal Year 2024 - October 1, 2023 Through September 30, 2024**

| Classification                           | 2023<br>Budgeted    | 2023<br>Revised     | 2024<br>Request     | Change<br>Amount |
|------------------------------------------|---------------------|---------------------|---------------------|------------------|
| Personnel Services                       | \$ 1,076,602        | \$ 1,078,010        | \$ 1,161,305        | \$ 83,295        |
| Contractual Services & Commodities       | \$ 233,162          | \$ 233,162          | \$ 247,770          | \$ 14,608        |
| <b>Proposed Ketchum Operating Budget</b> | <b>\$ 1,309,764</b> | <b>\$ 1,311,172</b> | <b>\$ 1,409,075</b> | <b>\$ 97,903</b> |

***County Clerk Estimates***

|                                       |                     |                     |                     |                   |
|---------------------------------------|---------------------|---------------------|---------------------|-------------------|
| Benefits Estimate                     | \$ 431,973          | \$ 431,973          | \$ 488,443          | \$ 56,470         |
| <b>Total Estimated Ketchum Budget</b> | <b>\$ 1,741,737</b> | <b>\$ 1,743,145</b> | <b>\$ 1,897,518</b> | <b>\$ 154,373</b> |

***Unincluded Capital Outlay Considerations***

|                |      |      |           |           |
|----------------|------|------|-----------|-----------|
| Capital Outlay | \$ - | \$ - | \$ 65,428 | \$ 65,428 |
|----------------|------|------|-----------|-----------|



| Account Number | Account Name & Change Amount        | Ketchum Patrol Budget Justifications                                                                                                                                                                                                                                                                                                                                                                   |
|----------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17-401-01      | Salary Chief<br>\$7,936             | <b>Note:</b> This increase of \$7,936 represents a 6% market increase in wages as projected by the Blaine County Clerk for a total of \$120,343.                                                                                                                                                                                                                                                       |
| 17-401-02      | Salaries Deputies<br>\$67,239       | <b>Note:</b> This increase of \$67,239 represents a 6% market increase in staff wages as projected by the Blaine County Clerk, \$18,333 in scheduled pro-rated step increases, an estimate for the promotion of one sergeant, and \$15,172 for shift differentials. The total line item is \$897,500.                                                                                                  |
| 17-402-01      | Salary Office<br>\$3,834            | <b>Note:</b> This increase of 3,834 represents a 6% market increase in wages as projected by the Blaine County Clerk for a total of \$67,731.                                                                                                                                                                                                                                                          |
| 17-409-09      | Overtime<br>\$4,287                 | <b>Note:</b> This increase of \$4,287 represents a 6% adjustment to our overtime to maintain this line item in alignment with our wages after projected market increases. The total amount of the Ketchum Police Team's Overtime budget is \$75,731.                                                                                                                                                   |
| 17-450-00      | ICRMP Liability Insurance<br>\$531  | <b>Note:</b> We are requesting an increase of \$531 for a total of \$18,243 based on a projected 3% increase in the cost of our ICRMP Liability Insurance. This is a cost of doing business.                                                                                                                                                                                                           |
| 17-489-00      | Professional Services<br>\$2,000    | <b>Note:</b> This line item is being increased by \$2,000 to cover the costs for Syringa Network Connectivity to County Servers. This is a cost of doing business.                                                                                                                                                                                                                                     |
| 17-495-01      | 700 MHz Master Maintenance<br>\$570 | <b>Note:</b> We are requesting a \$570 increase to fund Ketchum Patrol's FY2024 700 MHz radio maintenance fee. Our 23 portable and mobile 700 MHz radios cost \$240 each for a total cost of \$5,520. This is a cost of doing business.                                                                                                                                                                |
| 17-528-00      | Dues / Memberships<br>\$675         | <b>Note:</b> We are requesting an increase of \$675 for a total of \$5600 to reflect increases in our dues and membership costs. This line item includes \$3,369 for Lexipol, \$540 for Air St. Luke's, \$1,000 for the Hurtig Shooting Center, \$450 for the Chief of Police Association, \$50 for the Rocky Mountain Information Network, and \$60 for the Idaho Police Mountain Biking Association. |
| 17-556-04      | RMS Contribution<br>\$4,831         | <b>Note:</b> We are requesting an increase of \$4,831 for a total of \$34,714 to fund the FY24 Ketchum Patrol portion of the RMS Central Square Contribution. This is a cost of doing business.                                                                                                                                                                                                        |

| Account Number | Account Name & Change Amount    | Ketchum Patrol Budget Justifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17-600-00      | Management/Admin Fee<br>\$6,000 | <b>Justification:</b> Based on the recommendation of the previous County Clerk’s Office administration, we are requesting a \$6,000 increase in the Management Line Item for a total of \$60,000. When the City of Ketchum began contracting with Blaine County for law enforcement services in 2009, this line item was set at \$54,000 to cover management and administrative costs. The line item has never been adjusted for the increases in salaries or contracts and is now underfunded based on projected market increases and contract costs. |
|                | Benefits Estimate<br>\$56,470   | <b>Note:</b> Based upon the Blaine County Budget Officer’s current projection of benefit increases, we are estimating an increase of \$56,470 for a total of \$488,443 for benefit costs for FY 2024. This calculation includes scheduled wages, step increases, and overtime.                                                                                                                                                                                                                                                                         |

| Request Amount                                 | Unincluded Capital Outlay Considerations                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Capital Equipment<br>Tasers<br>\$30,509        | <b>Justification:</b> We are requesting a capital expenditure from the City of Ketchum to fund a replacement plan for our Tasers. Our current Tasers are no longer supported and are beginning to fail. Tasers are a critical tool for officer safety. This expenditure would fund the purchase, set-up, warranties, licenses, cartridges, holsters, batteries, and docking bay for 11 tasers to outfit our Ketchum deputies. |
| Capital Equipment<br>Mobile Radios<br>\$18,154 | <b>Justification:</b> We are requesting a capital expenditure of \$ 18,154 from the City of Ketchum as a one-time cost of our radio replacement plan which we began in FY2022. Radio communication is a critical tool for all public safety agencies. We rely on it to perform our essential duties to protect the citizens of Ketchum and to protect our employees.                                                          |
| Capital Equipment<br>Body Cameras<br>\$16,765  | <b>Justification:</b> We are requesting a capital expenditure from the City of Ketchum of \$16,765 to replace 11 body cameras that are failing and are no longer supported by the manufacturer. Replacing these important officer safety tools is a cost of doing business and an effective risk management investment.                                                                                                       |





**KETCHUM PATROL TEAM  
CODE OF ACCOUNTS**

**Fiscal Year 2024 - October 1, 2023 Through September 30, 2024**

| Code                               | Classification    | 2023<br>Budgeted    | 2023<br>Revised     | 2024<br>Request     | Change<br>Amount |
|------------------------------------|-------------------|---------------------|---------------------|---------------------|------------------|
| <b>Personnel Services</b>          |                   |                     |                     |                     |                  |
| 17-401-01                          | Salary Chief      | \$ 112,407          | \$ 112,407          | \$ 120,343          | \$ 7,936         |
| 17-401-02                          | Salaries Deputies | \$ 830,657          | \$ 830,262          | \$ 897,500          | \$ 67,239        |
| 17-402-01                          | Salary Office     | \$ 62,094           | \$ 63,898           | \$ 67,731           | \$ 3,834         |
| 17-409-99                          | Overtime          | \$ 71,444           | \$ 71,444           | \$ 75,731           | \$ 4,287         |
| <b>Subtotal Personnel Services</b> |                   | <b>\$ 1,076,602</b> | <b>\$ 1,078,010</b> | <b>\$ 1,161,305</b> | <b>\$ 83,295</b> |

| <b>Contractual Services &amp; Commodities</b>      |                                 |                     |                     |                     |                  |
|----------------------------------------------------|---------------------------------|---------------------|---------------------|---------------------|------------------|
| 17-439-00                                          | Travel                          | \$ 4,600            | \$ 4,600            | \$ 4,600            | \$ -             |
| 17-439-01                                          | Per Diem                        | \$ 4,000            | \$ 4,000            | \$ 4,000            | \$ -             |
| 17-440-00                                          | Office Supplies                 | \$ 8,500            | \$ 8,500            | \$ 8,500            | \$ -             |
| 17-450-00                                          | ICRMP Liability                 | \$ 17,712           | \$ 17,712           | \$ 18,243           | \$ 531           |
| 17-464-00                                          | Telephone Communications        | \$ 3,000            | \$ 3,000            | \$ 3,000            | \$ -             |
| 17-479-00                                          | Vehicle Expenses                | \$ 42,896           | \$ 42,896           | \$ 42,896           | \$ -             |
| 17-489-00                                          | Professional Services           | \$ 10,000           | \$ 10,000           | \$ 12,000           | \$ 2,000         |
| 17-495-01                                          | 700 MHz Master Maintenance      | \$ 4,950            | \$ 4,950            | \$ 5,520            | \$ 570           |
| 17-499-00                                          | Repairs/Maintenance             | \$ 2,320            | \$ 2,320            | \$ 2,320            | \$ -             |
| 17-528-00                                          | Dues/Memberships                | \$ 4,925            | \$ 4,925            | \$ 5,600            | \$ 675           |
| 17-550-00                                          | Community Policing              | \$ 5,000            | \$ 5,000            | \$ 5,000            | \$ -             |
| 17-554-00                                          | Uniforms                        | \$ 5,000            | \$ 5,000            | \$ 5,000            | \$ -             |
| 17-556-01                                          | Operating Supplies/Equipment    | \$ 23,000           | \$ 23,000           | \$ 23,000           | \$ -             |
| 17-556-04                                          | RMS Contribution Central Square | \$ 29,883           | \$ 29,883           | \$ 34,714           | \$ 4,831         |
| 17-569-00                                          | Training/Education              | \$ 8,000            | \$ 8,000            | \$ 8,000            | \$ -             |
| 17-591-05                                          | Certification Incentives        | \$ 1,500            | \$ 1,500            | \$ 1,500            | \$ -             |
| 17-600-00                                          | Management/Term./Admin. Fee     | \$ 54,000           | \$ 54,000           | \$ 60,000           | \$ 6,000         |
| 17-714-05                                          | Telephone Allowances            | \$ 3,876            | \$ 3,876            | \$ 3,876            | \$ -             |
| <b>Subtotal Contractual Services / Commodities</b> |                                 | <b>\$ 233,162</b>   | <b>\$ 233,162</b>   | <b>\$ 247,770</b>   | <b>\$ 14,608</b> |
| <b>Proposed Ketchum Operating Budget</b>           |                                 | <b>\$ 1,309,764</b> | <b>\$ 1,311,172</b> | <b>\$ 1,409,075</b> | <b>\$ 97,903</b> |

| <b>County Clerk Estimates</b>      |  |                     |                     |                     |                   |
|------------------------------------|--|---------------------|---------------------|---------------------|-------------------|
| <b>Estimated Benefit Total</b>     |  | <b>\$ 431,973</b>   | <b>\$ 431,973</b>   | <b>\$ 488,443</b>   | <b>\$ 56,470</b>  |
| <b>Total Ketchum Patrol Budget</b> |  | <b>\$ 1,741,737</b> | <b>\$ 1,743,145</b> | <b>\$ 1,897,518</b> | <b>\$ 154,373</b> |

| <b>Unincluded Capital Outlay Considerations</b> |                             |             |             |                  |                  |
|-------------------------------------------------|-----------------------------|-------------|-------------|------------------|------------------|
|                                                 | Capital Vehicle             | \$ -        | \$ -        | \$ -             | \$ -             |
|                                                 | Capital Computer            | \$ -        | \$ -        | \$ -             | \$ -             |
|                                                 | Capital Equipment           | \$ -        | \$ -        | \$ -             | \$ -             |
|                                                 | Tasers                      |             |             | \$ 30,509        | \$ 30,509        |
|                                                 | Mobile Radios               |             |             | \$ 18,154        | \$ 18,154        |
|                                                 | Body Cameras/In Car Cameras |             |             | \$ 16,765        | \$ 16,765        |
| <b>Subtotal Capital Outlay</b>                  |                             | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 65,428</b> | <b>\$ 65,428</b> |



City of Ketchum

|                                                                                                        |
|--------------------------------------------------------------------------------------------------------|
| <b>Agency Name:</b> Idaho Dark Sky Alliance (in support of the Central Idaho Dark Sky Reserve (CIDSR)) |
| <b>Project Name:</b> Educational Outreach and Light Pollution Monitoring                               |
| <b>Contact Person:</b> Carol Cole                                                                      |
| <b>Address:</b> PO Box 4903, Ketchum, ID 83340                                                         |
| <b>Email:</b> <a href="mailto:idahodarksky@gmail.com">idahodarksky@gmail.com</a>                       |
| <b>Phone Number:</b> Carol, 208-721-2303                                                               |

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
  - 1<sup>st</sup> – August 7 | 2<sup>nd</sup> – August 21 | 3<sup>rd</sup> – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: **\$2500.00**
2. What percentage of your overall budget does the requested amount represent? **15%**  
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.

| Funding Source                             | 2024<br>Percent of<br>Planned Budget | 2023<br>Percent of<br>Total Budget | 2022<br>Percent of<br>Total Budget |
|--------------------------------------------|--------------------------------------|------------------------------------|------------------------------------|
| Cities of Ketchum, Sun Valley, and Stanley | 40%<br>(requested)                   | 44%                                | 50%                                |
| Blaine County                              | 18%<br>(requested)                   | 22%                                | 25%                                |
| Stanley Chamber of Commerce                | 18%<br>(requested)                   | 17%                                | 15%                                |
| IDSA & Private Donations                   | 24%<br>(confirmed)                   | 17%                                | 10%                                |
| TOTAL FUNDING                              | \$17,000                             | \$16,000                           | \$12,200                           |

3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Reduced funding would make it more difficult to maintain IDSA's education and outreach efforts that help residents and visitors to enjoy the stunning night sky and understand the importance of preserving the naturally dark nighttime environment within the Reserve.

Leveraging additional funds from the other cities and counties within the Reserve would be more challenging without the leadership and continued support from Ketchum as a related Dark Sky Community.

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

- Additional Dark Sky signs were installed within the Reserve north of Ketchum and south of Stanley.
- The CISDR Astronomer in Residence provided two public programs in Ketchum at the Community Library in 2022.
- IDSA volunteers provided dark sky information at Solstice events in Ketchum in June and December and at other events and festivals in the area.
- Responded to email and website questions from local residents regarding dark sky efforts and light pollution concerns.
- Skyglow from the Boise area is visible from some locations within the Reserve. IDSA board members provided two outreach events in the Boise area and spoke with the Boise Mayor about the impacts of light pollution in the Treasure Valley. The goal is to create awareness about light pollution and to mitigate the impacts for residents who live in the Treasure Valley and within the Reserve.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

- IDSA will host two WRV-based Astronomers in Residence in 2023 who will provide programs in Ketchum and throughout the Reserve from mid-June to mid-August.
- Offer dark sky programs at the Community Library and other area libraries for area residents and visitors which will be presented by the Astronomers in Residence, BSU AstroTAC students, and local dark sky advocates.
- Work with the International Dark Sky Association (IDA) and UCLA's Institute of the Environment and Sustainability to improve the sky quality monitoring program. Protecting the quality of our night sky is critical in our efforts to reduce light pollution and to maintain designation requirements for both the Reserve and for Ketchum as a Dark Sky Community.
- Coordinate with Ketchum city staff to develop consistent protocols for both sky quality monitoring and lighting inventories as required by IDA.
- Continue outreach efforts in the Treasure Valley to encourage better lighting that will help protect the night sky there and within the Reserve.

## Overall benefits of the Central Idaho Dark Sky Reserve to the City of Ketchum and city residents

The Idaho Dark Sky Alliance works with a number of organizations throughout the reserve to educate residents about the importance of maintaining dark skies. The group also serves as a resource for Ketchum and other communities as they develop and implement dark sky policies.

The pristine dark skies we enjoy in the Reserve are a treasured resource for both local residents and visitors. A main goal for the CIDSR is to preserve our dark skies. Reducing artificial light at night benefits human health and wildlife populations, and reduces energy consumption. Dark Sky designation can also provide economic benefits to local businesses through increased tourism and specific benefits to businesses that provide dark sky related items.

The City of Ketchum has been involved with the Dark Sky planning discussions since the 1990s when the city passed a Dark Sky Lighting Ordinance. City staff were instrumental in the early planning effort to get CIDSR recognized as the first Dark Sky Reserve in the US.





|                                                                                     |
|-------------------------------------------------------------------------------------|
| <b>Agency Name:</b> Friends of the Sawtooth National Forest Avalanche Center (FSAC) |
| <b>Project Name:</b> Daily Forecast Sponsor                                         |
| <b>Contact Person:</b> Dawn Bird, FSAC Executive Director                           |
| <b>Address:</b> PO Box 2669, Ketchum ID, 83340                                      |
| <b>Email:</b> Avycenterfriends@gmail.com                                            |
| <b>Phone Number:</b> (208)220-3367                                                  |

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
  - 1<sup>st</sup> – August 7 | 2<sup>nd</sup> – August 21 | 3<sup>rd</sup> – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: \$ 5,000
2. What percentage of your overall budget does the requested amount represent? 2 %  
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.
3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

The Friends of the Sawtooth Avalanche Center (FSAC) and Sawtooth Avalanche Center (SAC) hold a shared mission to save lives by reducing avalanche risk to people recreating, working and traveling on and around the Sawtooth National Forest. Avalanches are responsible for more deaths than any other natural hazard on federally owned lands (USFS, BLM), and as was witnessed this past winter of ‘22-23, the city itself falls prey to the destruction of avalanches. SAC’s daily avalanche forecasts are a critical tool for sharing avalanche and weather information with the local and tourist winter recreation community and with our professional and business community, including Blaine County Search & Rescue, law enforcement and fire departments, snow removal and landscape services, backcountry guiding groups, and backcountry gear retailers.

Our local avalanche center truly is a community effort and our most important resource to help our mountain community remain safe during the winter months. A reduction in funding could severely impact our ability to meet our mission.

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

Yes, FSAC was a grateful recipient of funds from the City of Ketchum in the FY 2023. These funds helped sponsor the SAC daily avalanche forecast. This has been a wonderful relationship between the City and FSAC for many, many years.

As a small expression of gratitude, we showcase The City of Ketchum as a dedicated sponsor on the FSAC website. <https://friends.sawtoothavalanche.com/sponsors/>

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

FSAC's primary goal and responsibility is to provide funding for SAC so it may continue to provide reliable, accurate, and actionable avalanche and weather information to the public. The Daily Avalanche Forecast is our most important resource for sharing critical information with the public in order to save lives. Funds collected from the City will be used to ensure this goal is met through supporting the daily costs of producing the avalanche forecast, which can include: website maintenance, weather station upkeep, forecaster safety and training tools, and social media outreach to reach more community members with this life-saving information.

**FSAC Projected FY2023-24 Budget: 07/1/23 - 06/30/24**

| <b>INCOME</b>                    | <b>FY 2020-21 Actuals</b> | <b>FY 2021-22 Actuals</b> | <b>FY 2022-23</b> | <b>FY 2023-24 Projected</b>   | <b>% change FY22 - FY23</b> | <b>% change FY20 - FY21</b> | <b>Notes</b>                                                                                    |
|----------------------------------|---------------------------|---------------------------|-------------------|-------------------------------|-----------------------------|-----------------------------|-------------------------------------------------------------------------------------------------|
| <b>Fundraising Income</b>        |                           |                           |                   |                               |                             |                             |                                                                                                 |
| Donation and Memberships         | \$111,316                 | \$93,032                  | \$110,500         | \$143,650                     | 19%                         |                             |                                                                                                 |
| Restricted Funds                 | \$86,700                  | \$85,000                  | \$70,000          | \$40,000                      | -18%                        |                             |                                                                                                 |
| Grants and Business Sponsors     | \$35,500                  | \$41,740                  | \$61,000          | \$85,400                      | 46%                         |                             |                                                                                                 |
| <b>Fundraising Total</b>         | <b>\$233,516</b>          | <b>\$219,772</b>          | <b>\$241,500</b>  | <b>\$269,050</b>              | <b>10%</b>                  |                             |                                                                                                 |
| <b>Restricted Funds Rollover</b> |                           |                           |                   |                               |                             |                             |                                                                                                 |
| Restricted Funds Rollover        | \$0                       | \$0                       | \$26,783          | Still calculating as of April |                             |                             | Restricted Funds Rollover is not added into Income Total due to being counted in previous years |
| <b>OTHER INCOME</b>              |                           |                           |                   |                               |                             |                             |                                                                                                 |
| Special Event Income             | \$10,293                  | \$19,224                  | \$17,000          | \$20,000                      | -12%                        |                             |                                                                                                 |
| Sales of FSAC Merch              | \$1,102                   | \$6,990                   | \$13,400          | \$14,000                      | 92%                         |                             |                                                                                                 |
| Education Program Income         | \$7,151                   | \$2,539                   | \$3,400           | \$4,000                       | 34%                         |                             |                                                                                                 |
| <b>Income Total</b>              | <b>\$252,062</b>          | <b>\$248,525</b>          | <b>\$275,300</b>  | <b>\$307,050</b>              | <b>11%</b>                  |                             |                                                                                                 |
| <b>COGS</b>                      |                           |                           |                   |                               |                             |                             |                                                                                                 |
| Special Events                   | \$5,094                   | \$10,104                  | \$12,500          | \$14,000                      | 24%                         |                             |                                                                                                 |
| Merchandise                      | \$8,892                   | \$7,274                   | \$10,000          | \$10,000                      | 37%                         |                             |                                                                                                 |
| Education Program                | \$14,098                  | \$19,476                  | \$18,400          | \$20,240                      | -6%                         |                             |                                                                                                 |
| <b>Total COGS</b>                | <b>\$28,084</b>           | <b>\$36,854</b>           | <b>\$40,900</b>   | <b>\$44,240</b>               | <b>11%</b>                  |                             |                                                                                                 |
| <b>Gross Profit</b>              | <b>\$223,978</b>          | <b>\$211,671</b>          | <b>\$234,400</b>  | <b>\$262,810</b>              | <b>11%</b>                  | <b>-5%</b>                  |                                                                                                 |
| <b>PROGRAM EXPENSES</b>          |                           |                           |                   |                               |                             |                             |                                                                                                 |
| General Operations Expenses      | \$8,466                   | \$9,811                   | \$11,326          | \$22,000                      | 15%                         |                             |                                                                                                 |
| Payroll Expenses                 | \$37,729                  | \$52,444                  | \$71,600          | \$116,500                     | 37%                         |                             |                                                                                                 |
| Marketing Expenses               | \$1,855                   | \$13,030                  | \$5,300           | \$5,700                       | -59%                        |                             | Social Media Coordinator added to wages instead of marketing                                    |
| <b>Total FSAC Expense</b>        | <b>\$48,050</b>           | <b>\$75,286</b>           | <b>\$88,226</b>   | <b>\$144,200</b>              | <b>17%</b>                  |                             |                                                                                                 |
| <b>SAC EXPENSES</b>              |                           |                           |                   |                               |                             |                             |                                                                                                 |
| SAC General Expenses             | \$19,026                  | \$19,429                  | \$40,200          | \$55,000                      | 107%                        |                             |                                                                                                 |
| USFS Collection Agreements       | \$82,244                  | \$147,200                 | \$73,300          | \$62,000                      | -50%                        |                             |                                                                                                 |
| <b>Total SAC Expense</b>         | <b>\$101,270</b>          | <b>\$166,629</b>          | <b>\$113,500</b>  | <b>\$117,000</b>              | <b>-32%</b>                 |                             |                                                                                                 |
| <b>Total Expense</b>             | <b>\$149,320</b>          | <b>\$241,914</b>          | <b>\$201,726</b>  | <b>\$261,200</b>              | <b>-17%</b>                 | <b>62%</b>                  |                                                                                                 |
| <b>GROSS PROFIT</b>              | <b>\$223,978</b>          | <b>\$211,671</b>          | <b>\$234,400</b>  | <b>\$262,810</b>              | <b>11%</b>                  |                             |                                                                                                 |
| <b>TOTAL EXPENSE</b>             | <b>\$149,320</b>          | <b>\$241,914</b>          | <b>\$201,726</b>  | <b>\$261,200</b>              | <b>-17%</b>                 | <b>62%</b>                  |                                                                                                 |
| <b>NET INCOME</b>                | <b>\$74,659</b>           | <b>-\$30,244</b>          | <b>\$32,674</b>   | <b>\$1,610</b>                |                             |                             |                                                                                                 |



City of Ketchum

|                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agency Name:</b> Animal Shelter of the Wood River Valley DBA Mountain Humane                                                                                                                |
| <b>Project Name:</b> Annual Municipal Animal Impoundment Services                                                                                                                              |
| <b>Contact Person:</b> Kelly Mitchell, Senior Director of Shelter Operations & Outreach                                                                                                        |
| <b>Address:</b> 101 Croy Creek Road, PO Box 1496, Hailey, ID 83333                                                                                                                             |
| <b>Email:</b> <a href="mailto:KMitchell@mountainhumane.org">KMitchell@mountainhumane.org</a> (general) or <a href="mailto:finance@mountainhumane.org">finance@mountainhumane.org</a> (billing) |
| <b>Phone Number:</b> (208) 788-4351 x102 (general) or (208) 788-4351 x209 (billing)                                                                                                            |

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
  - 1<sup>st</sup> – August 7 | 2<sup>nd</sup> – August 21 | 3<sup>rd</sup> – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: **\$ 4,078.00**
2. What percentage of your overall budget does the requested amount represent? \_\_\_\_\_ %  
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.
3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

**See Attachment**

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

The \$4,500 received in FY 2023 were used to provide comprehensive animal impound services, as described in question 3.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

As stated in question 3, the requested funds would provide animal impound services for the City of Ketchum, in line with local ordinances and statutes. In addition, Mountain Humane is prioritizing its animal microchip program, which will effectively reduce the number of impounded animals at Mountain Humane and expedite the reunification process between people and their animals. Further, this methodology, as outlined in our contract renewal letter, will reduce the time our public safety officers spend transporting impounded animals to our facility in Hailey. In support of this goal, Mountain Humane is offering free microchipping for any Ketchum resident. Residents may call and schedule an appointment for this service. The organization also anticipates having several vaccine clinics in CYs 2023 and 2024.

### Question #3

Mountain Humane remains committed to providing the City of Ketchum with high quality and cost effective animal impound and licensing services. The funds received from the City are used to offset the cost of providing the following services:

- A dedicated staff member for answering intake inquiries
- Scanning and follow up related to pet/owner identification
- Processing paperwork and data entry
- A 24-hour security entrance to dedicated impound areas
- Providing dedicated housing to keep these pets separated from the shelter population
- Performing a medical evaluation to ensure the pet doesn't require any further medical attention
- Ensuring the pet is up to date on its rabies and other vaccinations
- Walking the pet multiple times per day and feeding/general care of the pet
- Marketing efforts to return the pet to its owner via our lost and found outlets

This amount does not include costs related to services provided to animals that are not reclaimed by their owner, as well as services provided for animals who are reclaimed after more than 24 hours. In addition to impound services, the contract includes providing services associated with the implementation, management, distribution, and data tracking for the Blaine County dog license program.

The funding proposal for FY 2024 represents a **9.4 percent DECREASE** from FY 2023. This is due to implementing documented best practices in CY 2023, which will include:

- Focusing on microchipping community animals so that our public safety personnel may reunite animals with their owners more quickly. This methodology has been proven to be best practice in communities across the country and will improve community relations and decrease the number of animals impounded each year, and
- Requesting a 3-day holding period to replace the current 7-day holding period for stray impounds. This is a result of historical data reflecting that animals are returned to owners (RTO) typically within the first 24 hours. Those not reclaimed within 24 hours are typically never reclaimed.

If funding were reduced or eliminated, Mountain Humane would struggle to provide these comprehensive services to the City and its residents.

# Mountain Humane

## Budget Overview

January - December 2022

|                                            | MOUNTAIN HUMANE       | THE BARKIN'         | TOTAL                 |
|--------------------------------------------|-----------------------|---------------------|-----------------------|
| <b>Income</b>                              |                       |                     |                       |
| 4000 Revenue from Direct Contributions     | 1,044,648.00          | 7,400.00            | \$1,052,048.00        |
| 4200 Revenue from Non-Government Grants    | 170,000.00            |                     | \$170,000.00          |
| 5000 Revenue from Government Agencies      | 62,700.00             |                     | \$62,700.00           |
| 5100 Rev from Program Related Sales & Fees | 150,000.00            |                     | \$150,000.00          |
| 5300 Revenue from Investments              | 264.96                |                     | \$264.96              |
| 5400 Revenue from Other Sources            | 45,675.04             | 400,000.00          | \$445,675.04          |
| 5800 Special Events                        | 1,000,000.00          |                     | \$1,000,000.00        |
| <b>Total Income</b>                        | <b>\$2,473,288.00</b> | <b>\$407,400.00</b> | <b>\$2,880,688.00</b> |
| <b>Cost of Goods Sold</b>                  |                       |                     |                       |
| 5700 COGS                                  | 11,225.00             | 1,200.00            | \$12,425.00           |
| 5850 Special events - direct costs         | 65,294.00             |                     | \$65,294.00           |
| <b>Total Cost of Goods Sold</b>            | <b>\$76,519.00</b>    | <b>\$1,200.00</b>   | <b>\$77,719.00</b>    |
| <b>GROSS PROFIT</b>                        | <b>\$2,396,769.00</b> | <b>\$406,200.00</b> | <b>\$2,802,969.00</b> |
| <b>Expenses</b>                            |                       |                     |                       |
| 7200 Salaries & Related Expenses           | 1,807,154.00          | 234,797.00          | \$2,041,951.00        |
| 7500 Contract Services Expenses            | 67,410.00             | 1,750.00            | \$69,160.00           |
| 7600 Media, Marketing & Communications     | 122,299.00            | 5,460.00            | \$127,759.00          |
| 8100 Nonpersonnel expenses                 | 61,128.00             | 4,595.00            | \$65,723.00           |
| 8200 Facility & equipment expenses         | 154,633.00            | 20,753.00           | \$175,386.00          |
| 8300 Travel & Meeting expense              | 6,520.00              | 750.00              | \$7,270.00            |
| 8400 Animal specific expenses              | 224,238.00            |                     | \$224,238.00          |
| 8500 Other expenses                        | 228,834.00            | 12,483.00           | \$241,317.00          |
| <b>Total Expenses</b>                      | <b>\$2,672,216.00</b> | <b>\$280,588.00</b> | <b>\$2,952,804.00</b> |
| <b>NET OPERATING INCOME</b>                | <b>\$ -275,447.00</b> | <b>\$125,612.00</b> | <b>\$ -149,835.00</b> |
| <b>NET INCOME</b>                          | <b>\$ -275,447.00</b> | <b>\$125,612.00</b> | <b>\$ -149,835.00</b> |

# Mountain Humane

## Budget Overview

January - December 2023

|                                            | MOUNTAIN HUMANE       | THE BARKIN'         | TOTAL                 |
|--------------------------------------------|-----------------------|---------------------|-----------------------|
| <b>Income</b>                              |                       |                     |                       |
| 4000 Revenue from Direct Contributions     | 1,215,621.81          | 8,867.80            | \$1,224,489.61        |
| 4200 Revenue from Non-Government Grants    | 275,000.00            |                     | \$275,000.00          |
| 5000 Revenue from Government Agencies      | 77,977.48             |                     | \$77,977.48           |
| 5100 Rev from Program Related Sales & Fees | 197,000.00            |                     | \$197,000.00          |
| 5300 Revenue from Investments              | 30,468.95             |                     | \$30,468.95           |
| 5400 Revenue from Other Sources            | 39,872.25             | 439,000.00          | \$478,872.25          |
| 5800 Special Events                        | 900,000.00            |                     | \$900,000.00          |
| <b>Total Income</b>                        | <b>\$2,735,940.49</b> | <b>\$447,867.80</b> | <b>\$3,183,808.29</b> |
| <b>Cost of Goods Sold</b>                  |                       |                     |                       |
| 5700 COGS                                  | 10,725.00             | 1,200.00            | \$11,925.00           |
| 5850 Special events - direct costs         | 65,294.00             |                     | \$65,294.00           |
| <b>Total Cost of Goods Sold</b>            | <b>\$76,019.00</b>    | <b>\$1,200.00</b>   | <b>\$77,219.00</b>    |
| <b>GROSS PROFIT</b>                        | <b>\$2,659,921.49</b> | <b>\$446,667.80</b> | <b>\$3,106,589.29</b> |
| <b>Expenses</b>                            |                       |                     |                       |
| 7200 Salaries & Related Expenses           | 1,927,306.39          | 291,545.15          | \$2,218,851.54        |
| 7500 Contract Services Expenses            | 56,210.00             | 1,550.00            | \$57,760.00           |
| 7600 Media, Marketing & Communications     | 170,502.50            | 3,860.00            | \$174,362.50          |
| 8100 Nonpersonnel expenses                 | 63,201.44             | 6,345.00            | \$69,546.44           |
| 8200 Facility & equipment expenses         | 172,218.00            | 17,253.00           | \$189,471.00          |
| 8300 Travel & Meeting expense              | 12,970.00             | 750.00              | \$13,720.00           |
| 8400 Animal specific expenses              | 207,028.00            |                     | \$207,028.00          |
| 8500 Other expenses                        | 155,564.51            | 13,497.61           | \$169,062.12          |
| <b>Total Expenses</b>                      | <b>\$2,765,000.84</b> | <b>\$334,800.76</b> | <b>\$3,099,801.60</b> |
| <b>NET OPERATING INCOME</b>                | <b>\$ -105,079.35</b> | <b>\$111,867.04</b> | <b>\$6,787.69</b>     |
| <b>NET INCOME</b>                          | <b>\$ -105,079.35</b> | <b>\$111,867.04</b> | <b>\$6,787.69</b>     |





|                                                                 |
|-----------------------------------------------------------------|
| <b>Agency Name:</b> Mountain Rides Transportation Authority     |
| <b>Project Name:</b> Public Transportation Operations & Capital |
| <b>Contact Person:</b> Wally Morgus, Executive Director         |
| <b>Address:</b> POB 3091, Ketchum, ID 83340-3091                |
| <b>Email:</b> wally@mountainrides.org                           |
| <b>Phone Number:</b> 208.788.7433 x.101                         |

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) by end of day, **Friday, April 21, 2023.**

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9:00a – 1:00p
- The public hearing will be on July 17, with the readings as follows:
  - 1<sup>st</sup> – August 7 | 2<sup>nd</sup> – August 21 | 3<sup>rd</sup> – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments. If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: \$ 796,000
2. What percentage of your overall budget does the requested amount represent? 6.8 %  
Please submit a budget sheet for FY2022 and FY2023 – *Attachment A* – that shows detailed revenue and expenditures.
3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

To qualify for FTA funding, which underwrites the lion's share of our budget, Mountain Rides must receive local match funds. There is a direct relationship – intensified by the leverage from the Federal match – between funding from our Joint Powers, including Ketchum, and the quality and quantity of public transportation services we deliver. In Operations, with ~\$2.75 of FTA funding per \$1.00 of local funding, each \$100,000 of local funding results in ~\$375,000 of total funding, which translates to ~3,600 hours of bus service. On the Capital side, the match is ~\$4.00 of Federal funding per \$1.00 of local funding.

Mountain Rides deploys resources efficiently to deliver quality services critical to the community. Reduced funding from Ketchum would likely trigger service cuts on our Blue & Valley Routes – serving ~500,000 riders per year (~75% of MRTA ridership) – which, in turn, would exacerbate challenges – traffic congestion; parking shortages; accelerated wear-and-tear on highways/streets; safety and environmental issues due to increased SOV trips – that Mountain Rides, historically, has helped to mitigate.

For FY24, Mountain Rides is requesting \$796,000 (+3.5% over FY23) from Ketchum: i) for Operations/Service -- \$631,000 -- which is slightly higher than the FY23 funding for Operations and reflects marginal increases in service in FY24 plus inflationary impacts on Mountain Rides’ expenses; and ii) for Capital -- \$165,000 -- which is explicitly allocated as part of the local match for Federal awards earmarked for Capital Improvements, including buses (LD BEBs) (2), vanpool vans (4), Paratransit/NEMT vans (2), and equipment (lifts, hoists, charging infrastructure).

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

In FY23, Mountain Rides is using City funds to: i) operate and support our Valley & Blue Routes, including enhanced, more frequent, seven-day service on the Valley Route and continuing late-night service – daily until 12:30am year-round – on the Blue Route; ii) underwrite a portion of the expense for operating ~36,000 hours of service system-wide; iii) manage and operate an ADA Paratransit/NEMT Service; iv) augment grant funding to support, manage, and operate a Safe Routes to School Program; v) engage in regional transportation planning and coordination; and vi) operate and support our regional commuter van pool services bringing workers into the Wood River Valley from points south. Benefits to the community include:

- Workers accessing affordable, reliable, safe transportation getting them to/from jobs.
- Senior citizens and others accessing zero-fare, reliable, safe transportation – ADA Paratransit & NEMT services – getting them to/from health care services, shopping, and activities.
- Cyclists and pedestrians, including children, moving along safe, secure, and scenic routes.
- Visitors – the lifeblood of our economy – connecting from their local lodgings to recreational, cultural, and entertainment venues and activities.
- Less traffic; more balanced transportation options; mitigated parking shortages; higher quality of life.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

Mountain Rides goals, set by our Board of Directors, remain consistent and relevant:

- Provide/advocate for well-funded public transportation that meets communities' needs.
- Promote knowledge and awareness of the social, financial, environmental, and community benefits of public transportation.
- Promote regional cooperation on transportation issues.

Specifically, in FY 2024, look for Mountain Rides to:

- Operate 33,000+ hours of annual service on routes serving the City.
- Provide quality transportation services and infrastructure that underpin and promote economic growth, vitality, and livability.
- Provide critical transportation services to transit-dependent essential workers who buttress our local economy.
- Positively impact the local economy, with ~45 employees earning – and spending – ~\$2.6MM in annual wages and benefits.
- Bring two (2) light-duty electric buses (LD BEBs) and related charging infrastructure into our operations (total investment, ~\$800K), which will bring our total BEBs to thirteen (13) in a fleet of twenty-four (24) buses.
- Build, occupy, and put in-service a ~5,400SF state-of-the-art battery electric bus depot and maintenance facility, including charging infrastructure, on Mountain Rides' Bellevue campus.

For a comprehensive look at Mountain Rides' goals, please see Attachment B, "Mountain Rides Transportation Authority Strategic Framework: Pentad of Focus."

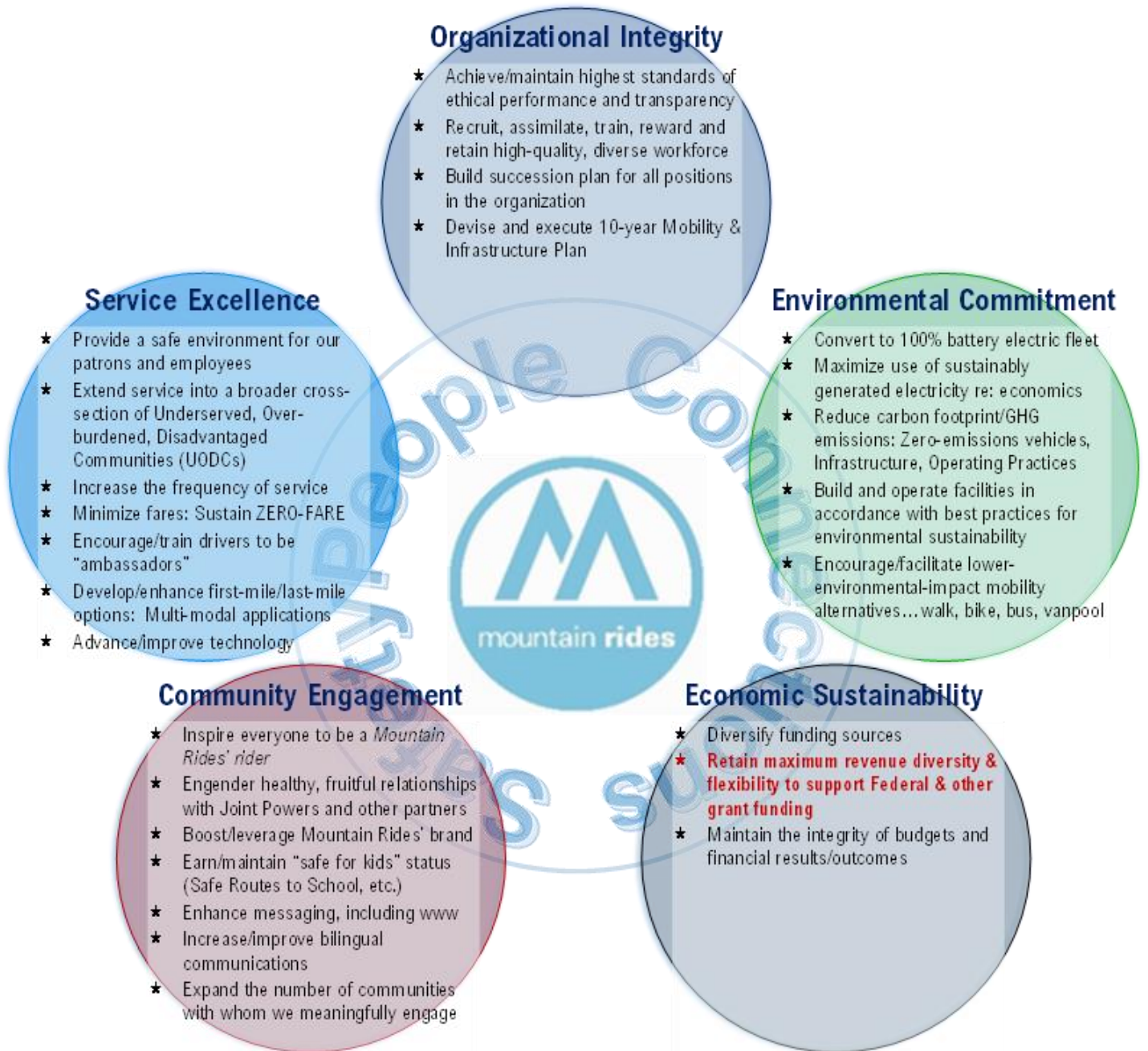
**Attachment A**

| <b>BUDGET SHEET: MOUNTAIN RIDES</b> |                      |                      |
|-------------------------------------|----------------------|----------------------|
| <b>REVENUE</b>                      | <b>FY 2022</b>       | <b>FY 2023</b>       |
| Operations Fund                     | \$ 3,636,400         | \$ 4,188,300         |
| Cap. Eqpt. Fund                     | 6,744,800            | 6,780,800            |
| Facilities Fund                     | 1,140,500            | 3,080,300            |
| WFH Fund                            | 54,200               | 65,200               |
| <b>Total Revenue</b>                | <b>\$ 11,575,900</b> | <b>\$ 14,114,600</b> |
| <b>EXPENSE</b>                      | <b>FY 2022</b>       | <b>FY 2023</b>       |
| Operations Fund                     | \$ 3,636,400         | \$ 4,188,300         |
| Cap. Eqpt. Fund                     | 6,677,000            | 6,627,000            |
| Facilities Fund                     | 1,081,400            | 2,999,500            |
| WFH Fund                            | 33,200               | 33,200               |
| <b>Total Expense</b>                | <b>\$ 11,428,000</b> | <b>\$ 13,848,000</b> |
| <b>FY CARRYFWD.</b>                 | <b>\$ 147,900</b>    | <b>\$ 266,600</b>    |

**Attachment B**

**Mountain Rides Transportation Authority  
Strategic Framework: Pentad of Focus  
2022 - 2026**

*...it's the journey that matters*





|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>Agency Name:</b> Mountain Rides Transportation Authority                        |
| <b>Project Name:</b> Public Transportation FY2024 Capital Project - Infrastructure |
| <b>Contact Person:</b> Wally Morgus, Executive Director                            |
| <b>Address:</b> POB 3091, Ketchum, ID 83340-3091                                   |
| <b>Email:</b> wally@mountainrides.org                                              |
| <b>Phone Number:</b> 208.788.7433 x.101                                            |

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9:00a – 1:00p
- The public hearing will be on July 17, with the readings as follows:
  - 1<sup>st</sup> – August 7 | 2<sup>nd</sup> – August 21 | 3<sup>rd</sup> – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments. If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: \$ 600,000
2. What percentage of your overall budget does the requested amount represent? 9.9 % of the project budget; ~5.1 % of Mountain Rides’ overall budget.  
Please submit a budget sheet for FY2022 and FY2023 – Attachment A – that shows detailed revenue and expenditures.
3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

To qualify for FTA funding, which underwrites the lion's share (80%) of the budget for the capital project – construction of a new Battery Electric Bus (BEB) Depot & Maintenance Facility – Mountain Rides must receive local match funds. There is a direct relationship – intensified by the leverage from the Federal match – between funding from our Joint Powers, including Ketchum, and the viability of building the project as specified, and endorsed and underwritten (to 80%) by the FTA. The match is ~\$4.00 of Federal funding per \$1.00 of local funding.

Mountain Rides deploys resources efficiently to deliver quality projects and services critical to the community. Reduced funding from Ketchum for this project would likely cause, in the best case, a delay in commencing the project until alternative local match funding to make up the shortfall from Ketchum could be secured, or, in the worst case, if alternative local match funding could not be secured, abandonment of the project and its accompanying \$4.8M of Federal grant award funding to be invested in the community, in the process leaving Mountain Rides and the community critically underinvested in the infrastructure needed to carry out its strategic transition to a 100% battery electric, zero emissions fleet.

For FY24, Mountain Rides is requesting \$600,000 from Ketchum, which will be combined with \$609,250 from our other Joint Powers Partners. The total Joint Powers’ funding of \$1,209,250 will be used as the local match for the Federal award of \$4,837,000 for underwriting the project – total project: \$6,046,250.



4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

In FY23, Mountain Rides is using City funds to: i) operate and support our Valley & Blue Routes, including enhanced, more frequent, seven-day service on the Valley Route and continuing late-night service – daily until 12:30am year-round – on the Blue Route; ii) underwrite a portion of the overall expense for operating ~36,000 hours of service system-wide; iii) manage and operate an ADA Paratransit Service; iv) augment grant funding to support, manage, and operate a Safe Routes to School Program; v) engage in regional transportation planning and coordination; and vi) operate and support our regional van pool services bringing workers into the Wood River Valley from points south. Benefits to the community include:

- Workers accessing affordable, reliable, safe transportation getting them to/from jobs.
- Senior citizens and others accessing affordable, reliable, safe transportation – ADA Paratransit / NEMT service – getting them to/from health care services, shopping, and activities.
- Cyclists and pedestrians, including children, moving along safe, secure, and scenic routes.
- Visitors – the lifeblood of our economy – connecting from their local lodgings to recreational, cultural, and entertainment venues and activities.
- Less traffic; more balanced transportation options; mitigated parking shortages; higher quality of life.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

Mountain Rides goals, set by our Board of Directors, remain consistent and relevant:

- Provide/advocate for well-funded public transportation that meets communities' needs.
- Promote knowledge and awareness of the social, financial, environmental, and community benefits of public transportation.
- Promote regional cooperation on transportation issues.

For a comprehensive look at Mountain Rides' goals, please see Attachment B, "Mountain Rides' Strategic Framework: Pentad of Focus."

With respect to the funds requested herein, in FY 2024, Mountain Rides will combine those funds with other Local and Federal funds and use the total funding to underwrite the construction and equipping of an approximately 5,400SF building (depot; maintenance; electric bus storage & charging; supplemental/back-up electricity generation) on real estate owned by Mountain Rides that is contiguous with Mountain Rides' existing facility in Bellevue, Idaho. The new facility will be put in service as part of and supporting Mountain Rides' 5311 Rural Operations in the Wood River Valley.

For a comprehensive, detailed description of and context for the project, please see Attachment C, "Mountain Rides Transportation Authority - FFY 2024 5339 Rural One-Time Capital Application," excerpted from Mountain Rides' Federal Grant Application, submitted through ITD, for the project.

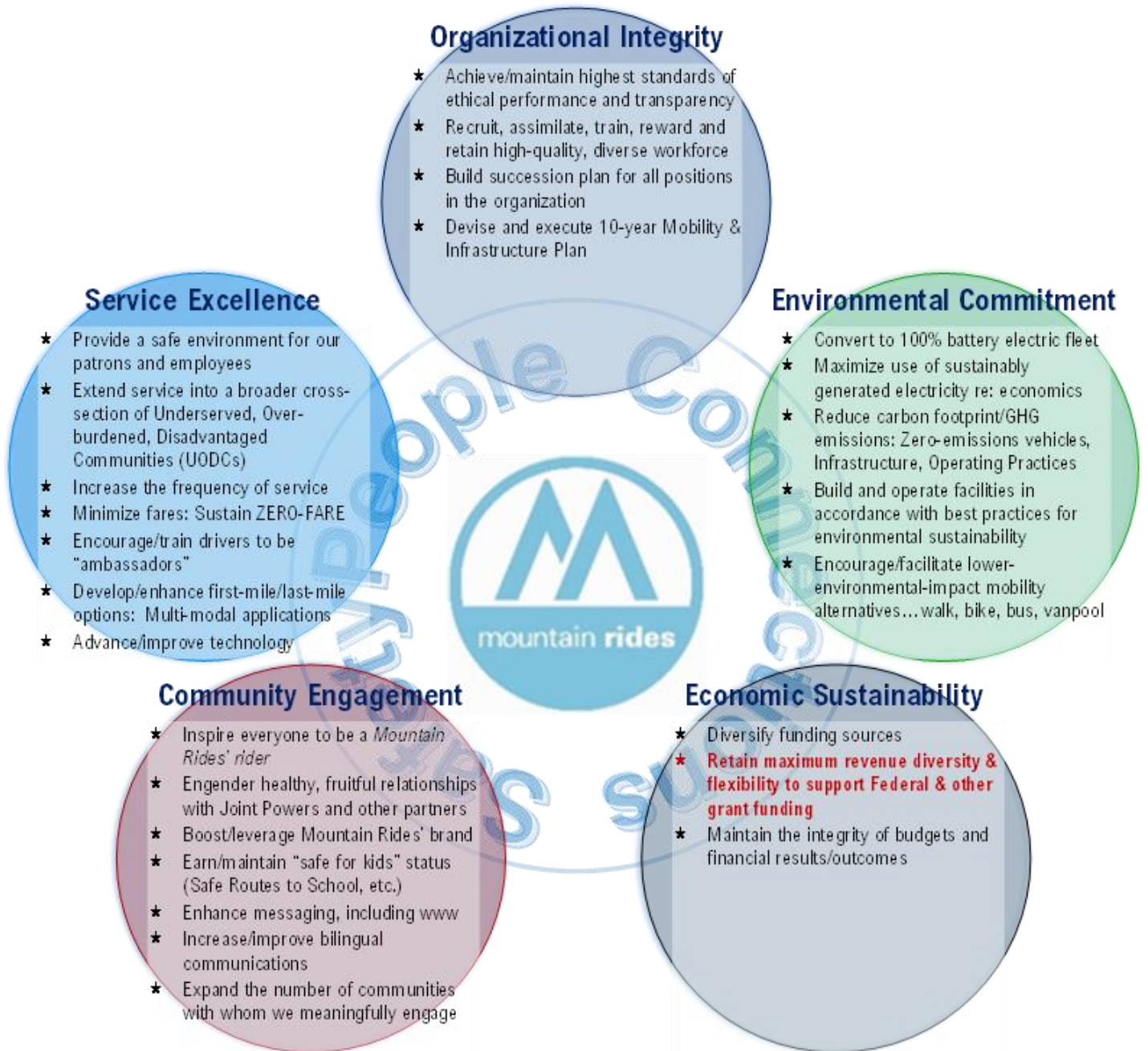
**Attachment A**

| <b>BUDGET SHEET: MOUNTAIN RIDES</b> |                      |                      |
|-------------------------------------|----------------------|----------------------|
| <b>REVENUE</b>                      | <b>FY 2022</b>       | <b>FY 2023</b>       |
| Operations Fund                     | \$ 3,636,400         | \$ 4,188,300         |
| Cap. Eqpt. Fund                     | 6,744,800            | 6,780,800            |
| Facilities Fund                     | 1,140,500            | 3,080,300            |
| WFH Fund                            | 54,200               | 65,200               |
| <b>Total Revenue</b>                | <b>\$ 11,575,900</b> | <b>\$ 14,114,600</b> |
| <b>EXPENSE</b>                      | <b>FY 2022</b>       | <b>FY 2023</b>       |
| Operations Fund                     | \$ 3,636,400         | \$ 4,188,300         |
| Cap. Eqpt. Fund                     | 6,677,000            | 6,627,000            |
| Facilities Fund                     | 1,081,400            | 2,999,500            |
| WFH Fund                            | 33,200               | 33,200               |
| <b>Total Expense</b>                | <b>\$ 11,428,000</b> | <b>\$ 13,848,000</b> |
| <b>FY CARRYFWD.</b>                 | <b>\$ 147,900</b>    | <b>\$ 266,600</b>    |

Attachment B

Mountain Rides Transportation Authority  
Strategic Framework: Pentad of Focus  
2022 - 2026

...it's the journey that matters





# Mountain Rides Transportation Authority



## FFY 2024 5339 Rural One-Time Capital Application

Funding for Oct 1, 2023 – Sep 30, 2025

---

IDAHO TRANSPORTATION DEPARTMENT  
PUBLIC TRANSPORTATION OFFICE

---

# Mountain Rides Transportation Authority

## FFY 2024 5339 Rural One-Time Capital Application

Funding for Oct 1, 2023 – Sep 30, 2025

### **APPLICATION SUBMITTAL & CHECKLIST**


- ★ **Cover Sheet/Letter**
- ★ **Agency Information Sheet**
- ★ **Sections 1-5 (+ 6, 7)**
- ★ **Attachments**
  - ◆ **Attachment A: Project Budget Request**
  - ◆ **Attachment B: Milestones & Timeline**
  - ◆ **Attachment C: NEPA, Sole Source Aquifer Checklist, ++**
  - ◆ **Attachment D: Demonstration of Need**
- ★ **Appendices – Support Documentation**
  - ◆ **Appendix A**
    - **Letters of Support from Joint Powers**
    - **Presentations to Joint Powers**
    - **Budget Requests of Joint Powers**
  - ◆ **Appendix B**
    - **MRTA Organizational Chart**
    - **MRTA FY22 Audited Financial Statements**
    - **MRTA FY23 Contract(s) for Services (Joint Powers & Sun Valley Co.)**
    - **MRTA Joint Powers Agreement**
    - **Dec-2022 Statements – LGIP Funds (Source of Local Match Funding)**
  - ◆ **Appendix C**
    - **Development Pro Forma (Budget)**
  - ◆ **Appendix D**
    - **Architect’s Narrative and Plans**
  - ◆ **Appendix E**
    - **MRTA’s FTA Section 5311 Formula Grant Application**



Mountain Rides Transportation Authority  
P.O. Box 3091  
800 1<sup>st</sup> Avenue North  
Ketchum, Idaho 83340

---

**To:** Grants Evaluation Team  
Idaho Transportation Department – Public Transportation

**From:** Wallace E. Morgus, Executive Director   
Mountain Rides Transportation Authority

**Date:** January 12, 2023

**Re:** FFY 2024 5339 Rural One-Time Capital Application for Funding of \$3,497,000

.....

Enclosed please find Mountain Rides Transportation Authority’s (“Mountain Rides” or “MRTA”) Application for FY 2024 5339 Rural One-Time Capital Funding. The enclosed package includes: i) a response to the questions laid out in each section of the application; ii) completed Attachments A (Budget), B (Milestones), C (NEPA), and D (Demonstration of Need); and iii) five appendices containing support materials recommended as part of the application.

**For the two-year grant cycle – October 1, 2023, to September 30, 2025 – Mountain Rides is seeking \$3,497,000 of 5339 One-Time funding, which will be matched by \$874,250 of local funding.**

The total funding - \$4,371,250 – will be combined with the total funding of \$1,675,000 (\$1,340,000 Federal; \$335,000 Local Match) committed via ITD Funding Agreement #C2379MT and, collectively, the funding will underwrite Mountain Rides’ construction and equipping of an expanded and upgraded facility – depot, maintenance, electric bus storage and charging, supplemental/back-up electricity generation – that serves as critical infrastructure underpinning our transition to and assimilation of a 100% electric fleet, and supporting our operation of 5311 Service in rural Blaine County, Idaho, and surrounding communities.

**The funding sought by this 5339 Rural One-Time Capital Application will be used to underwrite enhancements to and an expansion of the already funded Project, summarized above, including:**

- ♦ **Optimizing the new facility's footprint on the Bellevue parcel (by extending the expansion to ~5,400SF), thereby affording indoor storage, maintenance, and charging for a greater number of electric buses;**
- ♦ **Adding advanced door-lock and security systems to the facility;**
- ♦ **Adding state-of-the-art electric bus charging technology, charge management systems, and infrastructure as features of the project;**
- ♦ **Adding advanced bus washing infrastructure to the expanded facility; and**
- ♦ **Absorbing overall construction cost increases resulting from inflationary pressures and local market dynamics subsequent to our Q4-2021 submission of the grant application that garnered the \$1.34M per ITD Funding Agreement #C2379MT mentioned above.**

If you have any comments or questions, please feel free to reach out.

Thank you for your consideration and for looking favorably on our application.

### Application Information Form

Applicant: Mountain Rides Transportation Authority

Authorized Representative: Wallace E. Morgus, Executive Director

Address: P.O. Box 3091, 800 1<sup>st</sup> Avenue North, Ketchum, ID 83340-3091

Phone: 208.788.7433 x. 101

Email Address: [wally@mountainrides.org](mailto:wally@mountainrides.org)

DUNS #: 0205108600000

Architect/Engineer/Planner if applicable: (Contact Name): Jolyon H. Sawrey, Vital ink Architecture

Phone: 208.720.6315

Address: 30 Wyatt Drive, Bellevue, ID 83313

#### PROJECT TYPE (MARK ONE):

- |                                                           |                                                       |
|-----------------------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Facility Construction | <input type="checkbox"/> Replacement Vehicle Purchase |
| <input type="checkbox"/> Infrastructure Construction      | <input type="checkbox"/> Expansion Vehicle Purchase   |
| <input type="checkbox"/> Facility Renovations             | <input type="checkbox"/> Vehicle Rehabilitation       |
| <input type="checkbox"/> ADA Accessibility                | <input type="checkbox"/> Transit Related Technology   |
| <input type="checkbox"/> Planning                         | <input type="checkbox"/> Transit Related Equipment    |
| <input type="checkbox"/> Marketing                        | <input type="checkbox"/> Other                        |

TOTAL PROJECT COST: \$4,371,250

FEDERAL SHARE: \$3,497,000 LOCAL MATCH: \$874,250

# 1. Project Description: Mountain Rides Bellevue Facilities Expansion

## Project Priorities and Program Eligibility

Mountain Rides Transportation Authority (“Mountain Rides” or “MRTA”), a 5311 operator, affirms the ITD-PT’s Program Priority – capital for existing 5311 operators – and hereby requests capital funds to augment funds previously granted (via ITD Funding Agreement #2379MT (the “Agreement”)) and underwrite MRTA’s construction and equipping of a new, ~5,400SF facility to expand and complement facilities on MRTA’s site in Bellevue, Idaho. MRTA will use the new building – a depot with maintenance, electric bus storage & charging, and supplemental/back-up electricity generation functionality – to support its continuing 5311 rural operations serving Blaine County, Idaho, and its surrounds, where people trust Mountain Rides and rely on public transit to reach their destinations.

## Scope of Work

### *Construction and Equipping of Facility*

MRTA will select, via an RFP process, and hire a construction contractor who, along with subcontractors, will construct and equip an approximately 5,400SF building (depot; maintenance; electric bus storage & charging; supplemental/back-up electricity generation) on real estate owned by Mountain Rides that is contiguous with MRTA’s existing facility in Bellevue, Idaho. The new facility will be put in service as part of and supporting Mountain Rides’ 5311 Rural Operations. (For the *Scope of Work* associated with *MRTA’s 5311 Rural Operations*, please see *Appendix E, MRTA’s FTA Section 5311 Formula Grant Application*).

### *Scope of Work, Services, and Objectives*

Mountain Rides provides a range of transportation options for Blaine County, its communities, and nearby jurisdictions, that are safe, user-focused, environmentally friendly, sustainable, and supportive of a strong local economy. The funding requested herein (Federal share: \$3,497,000) will be matched with \$874,250 of Local Funding and that total will be combined with the Agreement’s funding for this Project (Federal share: \$ 1,340,00; Local Match: \$335,000) to underwrite a ~5,400SF construction, expansion, and upgrading of MRTA’s Bellevue, Idaho, facilities. For a concise exposition of the Scope of the Project, please see *Appendix D, Architect’s Narrative and Plans*.

The facilities deriving from the Project will be vital in MRTA’s continuing provision of transportation services that support its objectives:

- Providing and advocating for a sustainable public transportation system that reduces single occupancy vehicle trips and meets the needs of our communities and their citizens.
- Conveying information and knowledge, thereby increasing awareness of the social, financial, environmental, and community benefits of public transportation.
- Facilitating regional cooperation regarding transportation issues.
- Providing convenient, accessible, sustainable mobility for all, thereby meeting vital needs – commuting to jobs, shuttling to medical services, and traveling to supermarkets, pharmacies, and other stores.
- Prioritizing service for the transit-dependent, including essential workers and communities-of-color, who have limited options for mobility.
- Reducing traffic congestion and greenhouse gas emissions, thereby enhancing the quality of life in the Mountain Rides’ service area.
- Converting to a 100% battery electric, zero-emissions fleet by 2027.

## 2. Demonstration of Need: Mountain Rides Bellevue Facilities Expansion

Mountain Rides needs to expand its Bellevue, Idaho, facilities – developing additional indoor, climate-controlled space for electric bus storage, charging, and maintenance – to facilitate and accommodate Mountain Rides’ ongoing conversion to a 100% battery electric fleet and the concomitant provision of 5311 rural services on routes throughout and beyond the Wood River Valley/Blaine County, Idaho.

Mountain Rides initially expressed this need to ITD-PT and FTA-District X in 2018, as part of our case for acquiring, using grant funding, the parcel immediately adjacent to Mountain Rides’ Bellevue, Idaho, depot facility. We acquired this parcel in 2020. Now we will take the next step in meeting our need, by developing the facility contemplated herein on this parcel.

Mountain Rides is the comprehensive provider of rural public transportation services in Blaine County, Idaho, and surrounding communities. Mountain Rides is seeking grant funding to underwrite the development of a comprehensive facility (depot; maintenance; electric bus storage & charging; supplemental/back-up electricity generation) on its Bellevue, Idaho, site. This new, expanded facility is critical to Mountain Rides:

- It is essential as a place for indoor storage and charging of our expanding fleet of battery electric buses (BEBs); our goal is for complete fleet electrification by 2027.
- It will be vital infrastructure, especially with respect to fleet electrification, that will enable Mountain Rides to support and sustain – and opportunistically expand – our 5311 Services.

MRTA’s strong and growing ridership is a primary and substantial demonstration of need for the new bus facility contemplated herein. MRTA is the largest, in terms of fixed-route ridership and level of service, provider of public transportation in rural Idaho. Against a backdrop of flat or declining ridership in the industry, MRTA is growing. Over the five (5) years preceding the COVID-19 pandemic, MRTA’s ridership grew steadily. For each of the four (4) years prior to the pandemic, ridership topped 500,000, with the most recent pre-pandemic year yielding 583,000 riders – seventeen percent higher (+17%) than five (5) years prior. In 2022, MRTA’s ridership began a rebound from pandemic lows, once again topping the half-million mark, at 590,000, for the year, and portending years of upward trending ridership numbers into the foreseeable future.

MRTA’s strategic plan comprises continued underwriting of high-frequency, productive, and efficient fixed-route service that yields increasing returns (growing ridership). MRTA’s executing the strategic plan – including the development of key bus facilities and infrastructure, such as that described herein, as well as the 100% electrification of our fleet – assures our meeting the community’s demand for enhanced, zero-emissions bus service, as well as our targets for ridership, which we expect to approach 750,000 annually by 2027.

Implicit in MRTA’s strategic plan is the continuing expansion and upgrading of bus facilities to support and sustain MRTA’s 5311 Services. The grant funding contemplated herein will be applied to expand and upgrade MRTA’s bus facilities, particularly to provide the capacity needed to support Mountain Rides’ conversion to a 100% clean, green, battery electric fleet.

For additional *Demonstration of Need*, specifically that associated with *MRTA’s 5311 Rural Operations*, please see *Appendix E, MRTA’s FTA Section 5311 Formula Grant Application*.

For an overall summary of *Mountain Rides’ Demonstration of Need*, please see *Attachment D*.



### 3. Project Planning: Mountain Rides' Bellevue Facilities Expansion

#### Integration with ITD-PT Statewide Plan

Mountain Rides' anticipated expansion/enhancement of facilities to be underwritten by 5339 one-time capital, will further Mountain Rides' and the ITD-PT's cause towards achieving the goals for Idaho's public transportation network. Specifically, with respect to goals set forth in the Idaho Public Transportation Plan, April 2018:

- **Goal: Ensure the Safety and Security of Public Transportation Users.**

The expanded/enhanced facility contemplated herein will include a high-quality maintenance facility, which, in turn, will help ensure consistent, timely, quality maintenance of Mountain Rides' feet of buses, thereby contributing to greater and supremely reliable safety and security of Mountain Rides' ridership. The inclusion of an expanded park-and-ride facility at the Bellevue site should stimulate greater use of multi-modal transportation alternatives, thereby contributing to reducing the number of single-occupancy vehicles on the roads within Mountain Rides' service area, which makes the overall transportation system safer and more secure for all users.

- **Goal: Encourage Public Transportation as an Important Element of an Effective Multi-Modal Transportation System.**

The inclusion of an expanded park-and-ride facility at the Bellevue site speaks directly to promoting and supporting a multi-modal transportation system – SOVs, transit buses, bikeshare – with Mountain Rides' services at the core of that system.

- **Goal: Preserve the Existing Public Transportation Network.**

The expanded/enhanced facility contemplated herein will not only help preserve and sustain public transportation in Blaine County, Idaho, but will serve as an important foundation for growing and expanding public transportation services and the reach of public transportation services into the community. The expanded/enhanced facility may prove valuable as a key link – a hub – for integrating any forthcoming rural intercity bus service with Mountain Rides' Blaine County services, and thereby contributing to preserving/sustaining an important component of the public transportation network in the state.

- **Goal: Provide a Transportation System that Drives Economic Opportunity.**

Mountain Rides already contributes to driving economic opportunity within its service area by: i) providing critical zero-fare public transportation services for a resort community workforce, many of whom, due to a prohibitively high cost of living, especially for housing, within the “resort proper” (Ketchum and Sun Valley), are relegated to living in and commuting from more affordable locations throughout the area and ii) supporting an environmental ethic – “One Less Car” – that is vital to making and sustaining Blaine County and its cities as a “livable community” and a region that attracts the in-migration of individuals, families, and businesses, all of which contribute to a healthy, growing economy.

The expanded/enhanced facility contemplated herein – and all of the benefits it will provide Mountain Rides – is a prudent investment by Mountain Rides, cementing its commitment to delivering impetus and support for continuing economic development, opportunity, and prosperity in Blaine County, Idaho.

## Project Planning Activities

In 2019, at the time of grant funding to acquire the parcel to be developed (the “Parcel”), Mountain Rides undertook the following planning activities:

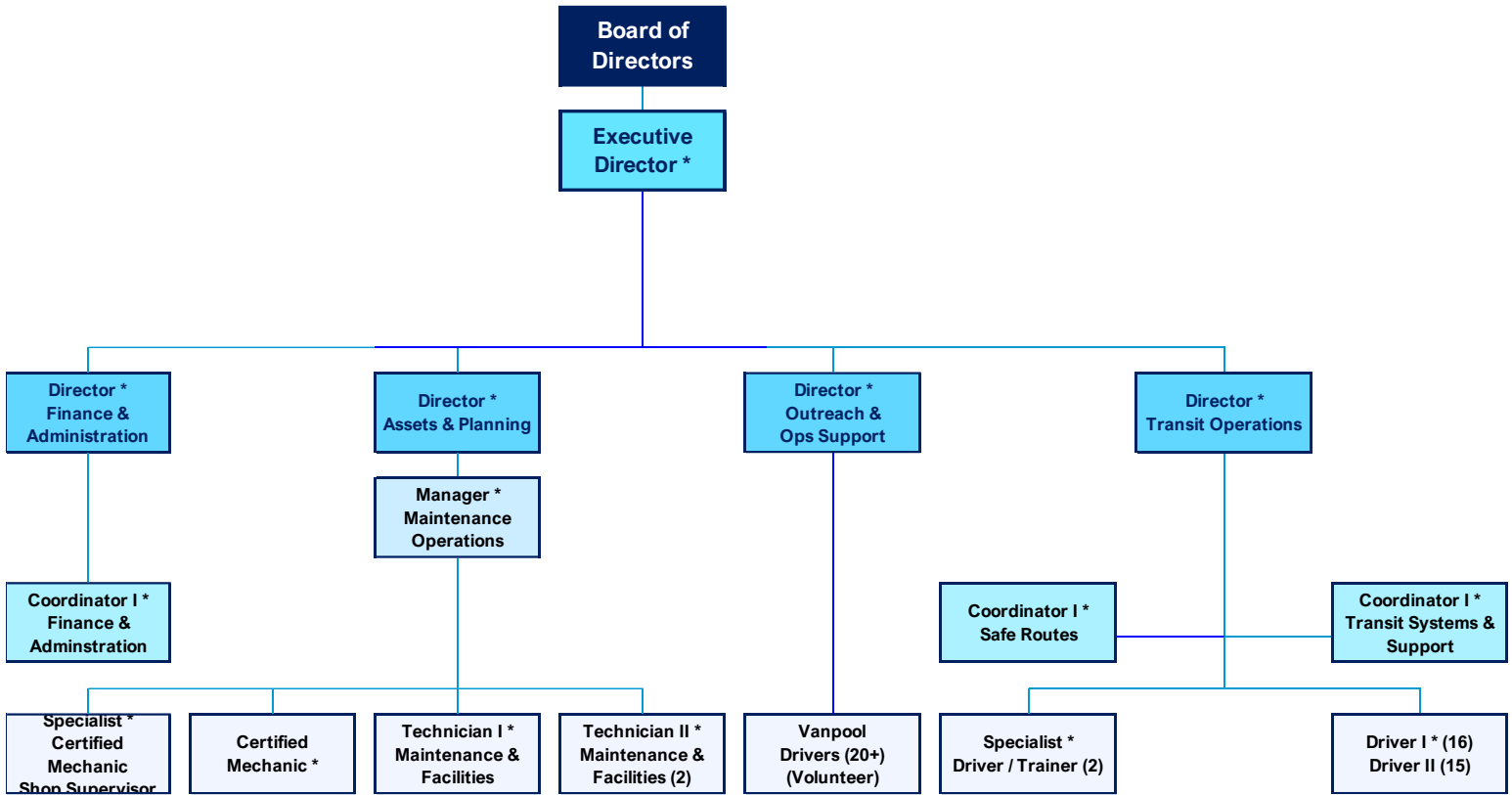
- ◆ Developed draft plans for the proposed facility.
- ◆ Completed a NEPA – Categorical Exclusion – for the facility.
- ◆ Sought and received from FTA an Administrative Settlement Concurrence for purchase of the Parcel.
- ◆ Sought and received from a qualified public works contractor an estimate/non-binding quote for the cost to construct the contemplated facility.

Over the past year-plus, subsequent to acquiring the Parcel, MRTA has continued planning the contemplated facility, including:

- ◆ Contracted an architect to draft a facility design to facilitate enumerating a preliminary development budget.
- ◆ Generated a preliminary development budget (total = ~\$1.675M).
- ◆ Hired an engineering firm to complete a preliminary engineering needs/requirements assessment.
- ◆ Engaged with the Bellevue City Planning to i) understand zoning allowances/restrictions; ii) initiate interaction with the City’s Planning & Zoning Commission and processes; and iii) get an informal, preliminary approval of the concept for development.
- ◆ Reviewed CC&Rs of the Parcel’s subdivision to understand constraints, if any, imposed therein.
- ◆ Received concurrence from Mountain Rides Board of Directors for the development of the Parcel, the financing of the development, and the specifics of the development’s design and features.
- ◆ Received a 5339 award of \$1,340,000 and a local match commitment of \$335,000 to underwrite the Project per the preliminary development budget.
- ◆ Engaged with the architect to render the final design and cost projections for the Project.
  - This process yielded substantive changes to the design and budget for the Project, including:
    - Extension of the new facility’s footprint by ~1,800SF, to ~5,400SF total;
    - Addition of advanced building security systems in the design;
    - Inclusion of state-of-the-art battery electric bus charging technologies, management systems, and infrastructure in the design of the facility; and
    - Adjustment upward of the overall projected cost of the Project resulting from inflationary pressures and local market dynamics subsequent to our Q4-2021 submission of the grant application that garnered the \$1.34M per ITD Funding Agreement #C2379MT.
- ◆ Completed additional reviews to supplement our NEPA CE, including an *Archaeological and Historical Survey* and a *Hazardous Materials Review*, and forwarded them to ITD-PT and FTA District X for review, approval, and acceptance. Currently awaiting response from FTA. For the ***NEPA-CE and additional documentation***, please see ***Attachment C***.



MRTA has a strong track record of managing grants and delivering projects underwritten by those grants. MRTA is a government agency, formed by the terms of a Joint Powers Agreement (JPA) between the cities of Ketchum, Sun Valley, Hailey, and Bellevue, and Blaine County, Idaho. The JPA renews every four (4) years; the most recent renewal occurred in 2019. An eight-member Board, appointed by signatories to the JPA, oversees and serves as fiduciary for Mountain Rides, setting strategic direction and objectives, approving budgets, ratifying policies, and managing the Executive Director. Under the Board’s direction, the Executive Director and staff implement annual and longer-term plans. The MRTA organization:



MRTA’s discipline includes soliciting bids from and doing business with Disadvantaged Business Enterprises (DBEs), whenever possible.

MRTA has no labor unions.

### Public Support

For *Letters of Support* from, and *Funding Request presentations* to, our Joint Powers and other community partners, please see **Appendix A**.

### Project Milestones and Timeline

For *Project Milestones* and *Timeline*, please see *Attachment B*.

## 4. Project Benefits/Evaluation: Mountain Rides' Bellevue Facilities Expansion

### Benefits

As a source of public transportation services for the region, MRTA is valued and valuable, providing clear benefits to the community:

# Mountain Rides Teamwork...Integrity...Commitment to Excellence

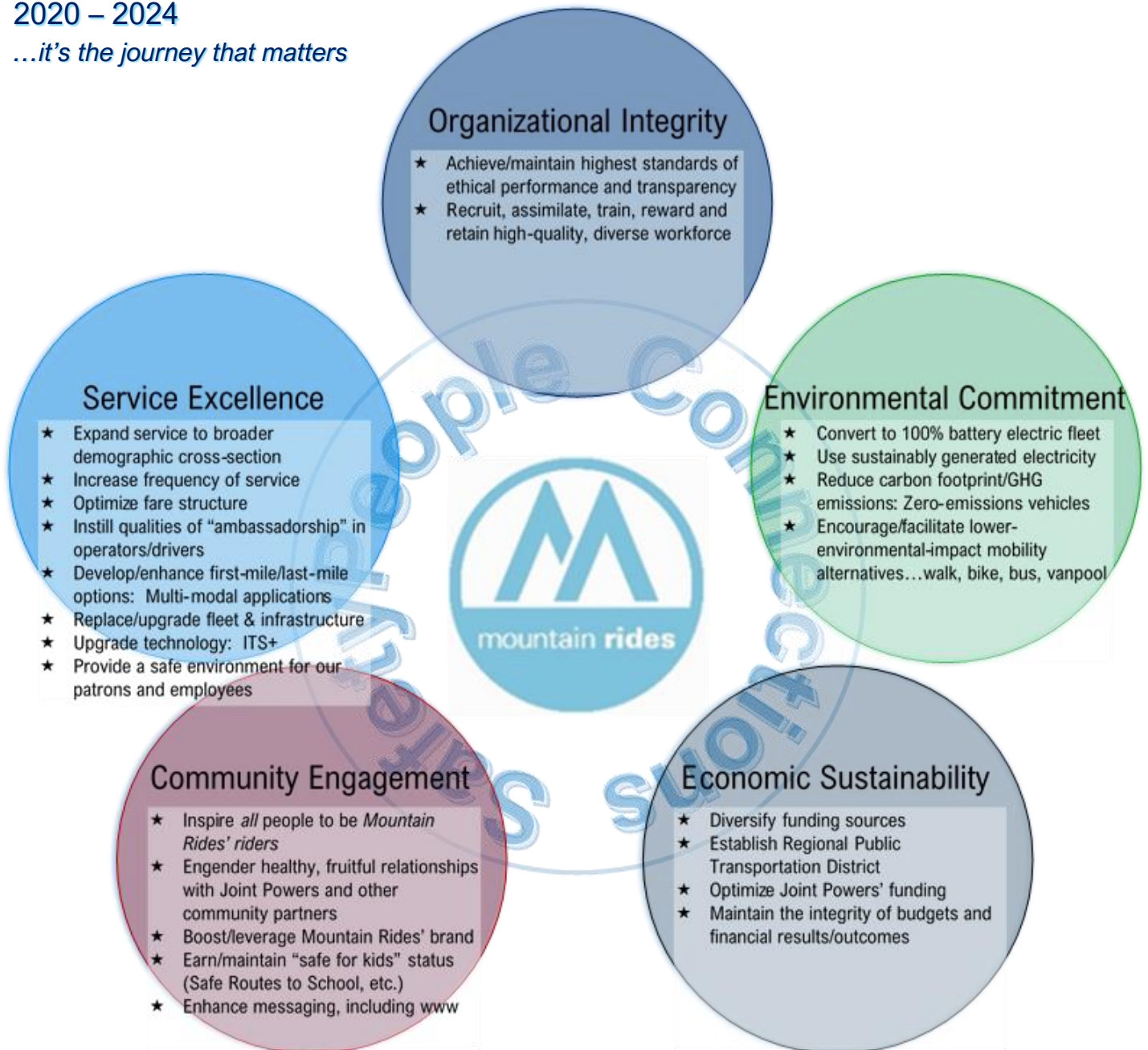


*...because it's the journey that matters*

...as guided by our Strategic Framework:

## Mountain Rides Transportation Authority Strategic Framework: Pentad of Focus 2020 – 2024

...it's the journey that matters



## ***Benefits: Mountain Rides' Bellevue Facility Expansion Project***

### **Direct Benefits**

The outcomes of the Project will provide Direct Benefits to Mountain Rides, our stakeholders, our riders, our employees, and the community-at-large, including its historically underserved populations, comprising:

- ♦ Building out the infrastructure that enables Mountain Rides to efficiently, effectively, and timely transition to a 100% zero-emissions, battery electric bus fleet – with a ***total cost of ownership*** likely to be less than the total cost of ownership of a similarly equipped fleet of diesel buses – by 2027.
- ♦ Providing infrastructure as the foundation for a sustainable zero-emissions, battery electric bus fleet that supplants a diesel bus fleet and thereby ***mitigates Mountain Rides' deleterious impacts on the environment*** by eliminating ~2,000 metric tons of CO<sub>2</sub> emissions annually from the Wood River Valley.
- ♦ Providing critical infrastructure that enables Mountain Rides to expand and optimize its battery electric bus fleet, which, in turn, enables Mountain Rides to extend its battery electric bus service – and all of its benefits – into historically underserved communities, thereby ***validating Mountain Rides' commitment to and actions in support of social justice and equity***.
- ♦ Building out infrastructure that expands and enhances Mountain Rides' current infrastructure, thereby activating USA/FTA objectives implicit in the ***2022 Infrastructure Investment and Jobs Act***.

### **Indirect Benefits**

In addition to the Direct Benefits associated with the outcomes of the Project, the execution of the Project, resulting in the establishment of Mountain Rides' foundational infrastructure, will deliver and enhance Indirect Benefits to Mountain Rides, our stakeholders, our riders, our employees, and the community-at-large, including its historically underserved populations, comprising:

- ♦ Investing in ***workforce development*** efforts that provide: i) new 21<sup>st</sup>-century jobs; ii) opportunities for workforce skills enhancement driven by fleet and infrastructure electrification; and iii) sustainable demand for a workforce with 21<sup>st</sup>-century skills and training.
- ♦ Instilling a ***Build Back Better ethos in all efforts to modernize and enhance Mountain Rides' operations, infrastructure, and services***.
- ♦ Supporting and contributing to Mountain Rides' ***delivery of, measurement of, and accountability for benefits deriving from its 5311 Operations***, as detailed in the following paragraphs.

For additional benefits deriving from this Project and manifest as benefits of Mountain Rides' 5311 Service, please see the ***Project Benefits/Evaluation*** section of ***MRTA's FTA Section 5311 Formula Grant Application*** in ***Appendix E***.

### **Evaluation**

#### ***Mountain Rides' Bellevue Facility Expansion Project***

##### **Measurement**

MRTA, via its 5311 services, provides valued and valuable transportation services to the communities it serves. MRTA will measure its success in fulfilling this commitment, as manifest in the ***Bellevue Facility Expansion Project***, across three parameters: i) completing the Project on time; ii) completing the Project within budget; and iii) building a Project that supports and advances the value of Mountain Rides' transportation services to the stakeholders and communities it serves.

## **Accountability**

MRTA will be held accountable for its performance on the Project by, among others, its Joint Powers partners. Accountability will manifest in a regular array of reports and presentations, in public session, by MRTA to the Joint Powers partners, specifically to city councils and the county board of commissioners. These interactions will include: i) periodic presentations updating the councils/commission/public on the Project's management, financial, grant administration performance; ii) annual presentations to councils/commission supporting MRTA's annual funding request, including a request for capital funds providing the local match to the Federal grant for the Project; and iii) ad hoc presentations, upon request from the councils/commission or at the suggestion of MRTA, from time-to-time, on a variety of issues vis-à-vis the Project that are at the intersection of the Joint Powers, the public, riders, and MRTA. The checks-and-balances to assure prudent and proper management, execution, and engagement with the community by MRTA are solidly in place. As attestation of MRTA's accountability, evident as *Letters of Support from our Joint Powers*, please see *Appendix A*.

During the duration of the Project, MRTA will also be accountable, via quarterly *Milestone Reporting*, to the ITD-PT and the FTA. For the initial *Milestone Reporting*, please see *Attachment B*.

For additional evaluation metrics deriving from this Project and manifest as evaluation of Mountain Rides' 5311 Service, please see the *Project Benefits/Evaluation* section of *MRTA's FTA Section 5311 Formula Grant Application* in *Appendix E*.

## **ITD Metrics and Accountability**

As a subrecipient of federal grant funding, MRTA is accountable to the Idaho Transportation Department (ITD) Public Transportation Office (PT). This accountability manifests through quarterly and ad hoc reporting by MRTA to the ITD-PT. One of the upshots of that reporting is the ITD-PT's compilation and dissemination of its *Annual Public Transportation Performance Report*, a state-of-the-state report regarding public transportation that details, for all to see, the performance, on a variety of metrics, of individual agencies and across the state at-large. Accountability!

## **Execution**

MRTA has the capacity and wherewithal to carry out the Project – expansion and enhancement of our Bellevue facilities. MRTA has been successfully carrying out projects like this one, underwritten by a combination of federal grant funding and local match dollars, for well over a decade.

MRTA has the organization, financial strength, and local match commitment in place to support and execute this project. To verify this claim, please see *Appendix B* for *MRTA's Organizational Chart; Audited Financial Statements; Agreements for Service and Funding* with our joint powers partners and a local business partner; *MRTA's Joint Powers Agreement*, extended and executed through September 2023; and MRTA's *November 2022 Statements for MRTA's LGIP Funds* (LGIP Funds will be the source for the Local Match).

## 5. Project Budget: Mountain Rides' Bellevue Facilities Expansion

### Narrative

MRTA's management and staff have a strong track record of managing grant programs and budgets and delivering projects underwritten by those grant programs within budget.

MRTA is a government agency, governed according to the terms of a Joint Powers Agreement (JPA). The signatories to the JPA are Mountain Rides' primary providers of local match funds. That funding, which appears to be stable into the foreseeable future, needs to be \$335,000 for this project, underwriting twenty percent (20%) of the project. The Joint Powers appropriate MRTA funding annually via their respective budgeting processes.

MRTA counts on the 5339 One-time Grant funding contemplated herein – \$3,497,000 – to underwrite a meaningful portion – eighty percent (80%) – of the project (development and construction of facilities).

MRTA generates supplemental revenue from: i) advertising sales revenue; ii) fare revenue (vanpool) and iii) partnership revenue. While these revenue streams are subject to variability, they have generally remained consistent and growing for Mountain Rides over the past several years. We expect the same going forward.

MRTA develops expense budgets and cost projections ("costs/estimates"), including those referenced herein, using a zero-based technique that considers the project to be funded, prevailing wage rates, contractors' estimates/quotes, projected costs, prior experience with similar projects, inflationary adjustments, and costs of all goods and services to be purchased to support and complete the project.



## Project Budget

As summarized in *Attachment A* and detailed in *Appendix C*, the Project Budget for Mountain Rides’ Bellevue Facility Expansion is:

|                                                          | Original re:<br>5339 | Additional<br>re: 5339 |                     |
|----------------------------------------------------------|----------------------|------------------------|---------------------|
| Planning, Design, Permitting, Environmental Phase        | Spring 2022          | One-time               | Total Project       |
| NEPA - Cultural Assesment/Other Specialized              | \$ 15,000            | \$ -                   | \$ 15,000           |
| Architect                                                | 37,000               | -                      | 37,000              |
| Structural Engineer                                      | 10,000               | -                      | 10,000              |
| Civil Engineer                                           | 10,000               | -                      | 10,000              |
| Mechanical/Bldg Elec Engineer                            | 10,000               | -                      | 10,000              |
| Bus Infrastructure Mechanical Engineer                   | 35,000               | -                      | 35,000              |
| Contingency                                              | 11,700               | 6,300                  | 18,000              |
| <b>s.t.</b>                                              | <b>\$ 128,700</b>    | <b>\$ 6,300</b>        | <b>\$ 135,000</b>   |
| <b>Construction Phase</b>                                |                      |                        |                     |
| Construction (Public Works Certified Contractor)         | \$ 1,314,818         | \$ 3,019,182           | \$ 4,334,000        |
| Idaho Power                                              | 50,000               | -                      | 50,000              |
| Building FF&E                                            | 50,000               | -                      | 50,000              |
| Automated Bus Wash System                                | -                    | 250,000                | 250,000             |
| Curb/Sidewalk/New Shelter/Landscaping                    | -                    | 175,000                | 175,000             |
| Generator (back-up electricity generation)               | -                    | 286,000                | 286,000             |
| Charging Infrastructure (Chargers/Dispensers/Charge Mgt) | -                    | 550,000                | 550,000             |
| Contingency                                              | 131,482              | 84,768                 | 216,250             |
| <b>s.t.</b>                                              | <b>\$ 1,546,300</b>  | <b>\$ 4,364,950</b>    | <b>\$ 5,911,250</b> |
| <b>Project Total</b>                                     | <b>\$ 1,675,000</b>  | <b>\$ 4,371,250</b>    | <b>\$ 6,046,250</b> |
| <b>Funding (Pro Forma)</b>                               |                      |                        |                     |
|                                                          | <b>Federal</b>       | <b>Local Match</b>     | <b>Total</b>        |
| <b>5339 Grant, Awarded Spring 2022</b>                   | <b>\$ 1,340,000</b>  | <b>\$ 335,000</b>      | <b>\$ 1,675,000</b> |
| <b>One-Time 5339 Grant, Application Winter 2023</b>      | <b>3,497,000</b>     | <b>874,250</b>         | <b>4,371,250</b>    |
| <b>Funding Total</b>                                     | <b>\$ 4,837,000</b>  | <b>\$ 1,209,250</b>    | <b>\$ 6,046,250</b> |

In the Project Budget table above:

- ♦ The “Additional re: 5339 One-time” column shows the **Project Budget** for this **5339 One-time Grant**.
- ♦ The “Original re: 5339 Spring 2022” column shows the part of the **Total Project** to be funded by the **Spring 2022 5339 Grant**.
- ♦ The “**Total Project**” column shows the sum total of the other two columns and represents **the total budget – to be funded by this 5339 One-time Grant, plus the Spring 2022 5339 Grant, plus Local Match –** for the construction, enhancements, and upgrades of MRTA’s new Bellevue, Idaho facility.

## **6. Applicant Experience (ITD/FTA): Mountain Rides**

Mountain Rides has a long, strong history of mutually beneficial relationships with, and successful management and administration of grant funds awarded by, the ITD and FTA.



## **7. Application Professionalism: Mountain Rides**

Mountain Rides, to the best of its abilities, has completed this application with the utmost of accuracy, veracity, and integrity.

Thank you.

## *Attachment A*

- **Project Budget Request**

# Attachment A

## Fiscal Year 2024 Project Budget Request

|                       |                                                |
|-----------------------|------------------------------------------------|
| <b>Subrecipient</b>   | <b>Mountain Rides Transportation Authority</b> |
| <b>Agreement Term</b> | <b>October 1, 2023 - September 30, 2025</b>    |
| <b>Contact Name</b>   | <b>Wallace E. Morgus, Executive Director</b>   |
| <b>Address</b>        | <b>PO Box 3091, Ketchum, ID 83340-3091</b>     |
| <b>Phone Number</b>   | <b>208.788.7433 x. 101</b>                     |

| FTA Grant | Capital (CP) 80/20 |              |             |
|-----------|--------------------|--------------|-------------|
|           | Total              | Federal      | Local Match |
| 5339      | \$ 4,371,250       | \$ 3,497,000 | \$ 874,250  |

| Totals | Project Cost | Fed. Request | Match Required |
|--------|--------------|--------------|----------------|
|        | \$ 4,371,250 | \$ 3,497,000 | \$ 874,250     |

**Wallace E. Morgus, Executive Director  
Mountain Rides Transportation Authority**

Subrecipient Printed Name



Subrecipient Signature

Jan 12, 2023

Date

| Scope of Work                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Design, build, and equip an approximate 5,400SF facility -- depot, maintenance, electric bus storage & charging; back-up electricity generator -- on real estate owned by Mountain Rides and contiguous with Mountain Rides' existing facilities in Bellevue, Idaho. This is an extension of the Scope of Work denoted in ITD Funding Agreement #C2379MT. |

| Local Match Source(s) for Project                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------|
| City of Sun Valley, Idaho<br>City of Ketchum, Idaho<br>City of Hailey, Idaho<br>City of Bellevue, Idaho<br>Blaine County, Idaho |

## *Attachment B*

- **Milestones & Timeline**

## FFY 2024 One-Time Capital Application Attachment B: Milestone Reporting

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                       |              |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------|--------------------------------|
| <b>Agency Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Mountain Rides Transportation Authority (MRTA)</b> |              |                                |
| <b>Agency Contact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Wallace E. Morgus, Executive Director</b>          |              |                                |
| <b>Phone #</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>208.788.7433 x.101</b>                             | <b>Email</b> | <b>wally@mountainrides.org</b> |
| <b>Grant Program</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>5339</b>                                           | <b>Rural</b> | <b>One Time</b>                |
| <b>Award Amount</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$ 3,497,000</b>                                   |              |                                |
| <b>Scope of Work: Contract for the construction of and construct ~5,400SF building on the site of and as an addition to MRTA's Bellevue, Idaho, depot, maintenance, electric bus storage &amp; charging, back-up electricity generation facilities.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |              |                                |
| <p><b>Milestone Progress Report:</b> Target of major tasks to be achieved by specific dates.<br/>The report should include information such as: data for each activity line item within the approved project; a discussion of all</p> <ul style="list-style-type: none"> <li>• budget or schedule changes; original, estimated and actual estimated completion date</li> <li>• description of projects, status, specification preparation, bid solicitation, resolution of protests, and contract awards;</li> <li>• breakout of the costs incurred, and those costs required to complete the project; reasons why any scheduled milestone or completion dates were not met, identifying problem areas and discussing how the problems will be solved; and discuss the expected impacts of delays and the steps planned to minimize these impacts.</li> </ul> <p>Add additional milestones to the table below as needed.</p> |                                                       |              |                                |

| Name                                                    | Estimated Completion | Description                                                                                                                                                                                          |
|---------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development entitlements, approvals, &amp; plans</b> | <b>Aug 15, 2023</b>  | <b>MRTA receives entitlements/approvals per City of Bellevue, ID; architectural, engineering, utilities, landscape plans complete...for ~5,400SF building addition to MRTA's Bellevue, ID, site.</b> |
| <b>RFP/RFQ Issue Date</b>                               | <b>Sep 30, 2023</b>  | <b>MRTA circulates RFP for construction contractor. Competitive bid process.</b>                                                                                                                     |
| <b>Award Date</b>                                       | <b>Mar 21, 2024</b>  | <b>MRTA's Board approves construction contractor agreement; MRTA executes agreement.</b>                                                                                                             |
| <b>Start Date or Order Date</b>                         | <b>Sep 15, 2024</b>  | <b>Construction contractor commences construction.</b>                                                                                                                                               |
| <b>Construction Completion Date or Delivery Date</b>    | <b>Oct 15, 2025</b>  | <b>Construction of ~5,400SF building as an addition to MRTA's Bellevue, ID, facilities is complete and ready for occupancy. MRTA takes occupancy.</b>                                                |
| <b>Contract Completion Date</b>                         | <b>Dec 31, 2025</b>  | <b>MRTA makes final payment(s) to contractor(s). MRTA submits request for reimbursement to ITD.</b>                                                                                                  |

## *Appendix A*

- **Letters of Support (Joint Powers)**
- **Presentations to Joint Powers**
- **Budget Requests of Joint Powers**



**Mayor**  
Peter M. Hendricks

**Council**  
Michelle Griffith, *Council President*  
Keith Saks  
Jane Conard  
Brad DuFur

January 5, 2023

Ms. Shauna Miller  
Idaho Transportation Department  
Public Transportation Office  
PO Box 7129  
Boise, Idaho 83707

Re: FFY 2024 5339 Rural One-time Capital Grants

Dear Ms. Miller:

I am writing in support of Mountain Rides' application for funding under the ITD's FFY 2024 5339 Rural One-time Capital Grants program. Mountain Rides intends to use the grant funding to expand and upgrade its Bellevue, Idaho, facility including enlarging and outfitting it with charging infrastructure for Mountain Rides' burgeoning fleet of battery electric buses. The City of Sun Valley supports Mountain Rides' application for funding and encourages you to view this application favorably.

The City of Sun Valley makes significant investments in Mountain Rides through annual appropriations of local funding, as public transportation is a key strategy in improving our local economy and quality of life in and around the City. Mountain Rides serves residents, commuters, and visitors, and is supported through regional cooperation.

Expanding, upgrading, and outfitting Mountain Rides' Bellevue facility will benefit the health, vitality, and environment of our community. Sustainability and energy efficiency – core values in our community – will be bolstered by further incorporating battery electric buses and their related facilities, technologies, and infrastructure into our local public transportation system.

Thank you for looking favorably on Mountain Rides' application. This funding opportunity is central to success for Mountain Rides Transportation Authority, and to our community.

Sincerely,

Peter M. Hendricks  
Mayor



City of Ketchum

January 5, 2023

Ms. Shauna Miller  
Idaho Transportation Department  
Public Transportation Office  
P.O. Box 7129  
Boise, Idaho 83707

Re: FFY 2024 5339 Rural One-time Capital Grants

Dear Ms. Miller:

I am writing to support Mountain Rides' application for funding under the ITD's FFY 2024 5339 Rural One-time Capital Grants program. Mountain Rides intends to use the grant funding to expand and upgrade its Bellevue, Idaho, facility, including enlarging and outfitting it with charging infrastructure for Mountain Rides' fleet of battery electric buses. The City of Ketchum supports Mountain Rides' application for funding and encourages you to view it favorably.

The City of Ketchum views public transportation as strategic in energizing and supporting our economy and enhancing our quality of life. As such, the City makes significant investments in Mountain Rides through annual appropriations of local funding. Mountain Rides serves residents, commuters, and visitors, and is supported through regional cooperation.

Expanding, upgrading, and outfitting Mountain Rides' Bellevue facility to support electric buses will benefit the health, vitality, and environment of our community. Sustainability and energy efficiency – core values of the City of Ketchum – will be reinforced by incorporating battery electric buses and their related facilities, technologies, and infrastructure into our local public transportation system.

Thank you for looking favorably on Mountain Rides' application. This funding opportunity is vital to success for Mountain Rides Transportation Authority and our community.

Sincerely,

Neil Bradshaw  
Mayor  
City of Ketchum





January 10, 2023

Ms. Shauna Miller  
Idaho Transportation Department  
Public Transportation Office  
P.O. Box 7129  
Boise, Idaho 83707

Re: FFY 2024 5339 Rural One-time Capital Grants

Dear Ms. Miller:

I am writing in support of Mountain Rides' application for funding under the ITD's FFY 2024 5339 Rural One-time Capital Grants program. Mountain Rides intends to use the grant funding to enlarge and upgrade its Bellevue, Idaho, facility, including expanding and outfitting it with charging infrastructure to accommodate Mountain Rides' fleet of battery electric buses. The City of Hailey supports Mountain Rides' application for funding and encourages you to view it favorably.

The City of Hailey makes significant investments in Mountain Rides through annual appropriations of local funding, as public transportation is a key strategy for improving and supporting the local economy and quality of life in and around the City. Mountain Rides serves residents, commuters, and visitors, and is supported through regional cooperation.

Expanding, upgrading, and outfitting Mountain Rides' Bellevue facility to support electric buses will benefit the health, vitality, and environment of our community. Sustainability and energy efficiency – core values of our community – will be bolstered by further integrating electric buses and their related facilities, technologies, and infrastructure into our local public transportation system. Hailey has also made a significant commitment our Climate Action Plan, and we support electrifying the transit bus fleet.

Thank you for looking favorably upon Mountain Rides' application. This funding opportunity is vital to success for Mountain Rides Transportation Authority and our community.

Sincerely,

Martha Burke  
Mayor  
City of Hailey



January 5, 2023

Ms. Shauna Miller  
Idaho Transportation Department  
Public Transportation Office  
P.O. Box 7129  
Boise, Idaho 83707

Re: FFY 2024 5339 Rural One-time Capital Grants

Dear Ms. Miller:

I am writing in support of Mountain Rides' application for funding under the ITD's FFY 2024 5339 Rural One-time Capital Grants program. Mountain Rides intends to use the grant funding to enlarge and upgrade its Bellevue, Idaho, facility, including expanding and outfitting it with charging infrastructure underpinning Mountain Rides' fleet of battery electric buses. The City of Bellevue supports Mountain Rides' application for funding and encourages you to view it favorably.

The City of Bellevue makes significant investments in Mountain Rides through annual appropriations of local funding, as public transportation is a key strategy for improving and supporting the local economy and quality of life in and around the City. Mountain Rides serves residents, commuters, and visitors, and is supported through regional cooperation.

Expanding, upgrading, and outfitting Mountain Rides' Bellevue facility to support electric buses will benefit the health, vitality, and environment of our community. Sustainability and energy efficiency – core values in the community – will be bolstered by further integrating electric buses and their related facilities, technologies, and infrastructure into our local public transportation system.

Thank you for looking favorably upon Mountain Rides' application. This funding opportunity is vital to success for Mountain Rides Transportation Authority and our community.

Sincerely,

Kathryn Goldman  
Mayor  
City of Bellevue



# THE BOARD OF BLAINE COUNTY COMMISSIONERS

206 FIRST AVENUE SOUTH, SUITE 300

HAILEY, IDAHO 83333

PHONE: (208) 788-5500 FAX: (208) 788-5569

[www.blainecounty.org](http://www.blainecounty.org) [bcc@co.blaine.id.us](mailto:bcc@co.blaine.id.us)

Dick Fosbury, Chairman \* Angenie McCleary, Vice-Chair \* Muffy Davis, Commissioner

January 3, 2023

Ms. Shauna Miller  
Idaho Transportation Department  
Public Transportation Office  
P.O. Box 7129  
Boise, Idaho 83707

Re: FFY 2024 5339 Rural One-time Capital Grants

Dear Ms. Miller:

I am writing in support of Mountain Rides' application for funding under the ITD's FFY 2024 5339 Rural One-time Capital Grants program. Mountain Rides plans to use the grant funding to expand and upgrade its Bellevue, Idaho, facility, including enlarging and outfitting it with charging infrastructure for Mountain Rides' fleet of battery electric buses. Blaine County supports Mountain Rides' application for funding and encourages you to view this application favorably.

Blaine County makes significant investments in Mountain Rides through annual appropriations of local funding. Public transportation is a key strategy to improving and sustaining the local economy and quality of life in Blaine County. Mountain Rides supports this strategy as it benefits the county's residents, commuters, and visitors.

Expanding, upgrading, and outfitting Mountain Rides' Bellevue facility will benefit the health, vitality, and environment of our community. Sustainability and energy efficiency – core values in our community – will be reinforced by incorporating battery-electric buses and their attendant facilities, technologies, and infrastructure into our local public transportation system.

Thank you for looking favorably upon Mountain Rides' application. This funding opportunity is central to success for Mountain Rides and our community.

Sincerely,

*ABSENT*

Dick Fosbury  
Chairman

Angenie McCleary  
Vice-Chairman

Muffy Davis  
Commissioner





blaine county regional transportation committee  
206 1st Avenue South, Suite 300  
Hailey, ID 83333

January 3, 2023

Ms. Shauna Miller  
Idaho Transportation Department  
Public Transportation Office  
P.O. Box 7129  
Boise, Idaho 83707

Re: FFY 2024 5339 Rural One-time Capital Grants

Dear Ms. Miller:

On behalf of the Blaine County Regional Transportation Committee (BCRTC), I would like to express our enthusiastic support of Mountain Rides Transportation Authority's application for funding, under the ITD's FFY 2024 5339 Rural One-time Capital Grants program, to expand and upgrade its Bellevue, Idaho, facility. The project will include enlarging the facility and outfitting it with charging infrastructure for Mountain Rides' fleet of battery electric buses. The BCRTC encourages you to view this application favorably.

The Blaine County Regional Transportation Committee comprises Blaine County, the Blaine County Sheriff, the cities of Blaine County, the Blaine County School District, the Blaine County Recreation District, and the United States Forest Service. The BCRTC recognizes the importance of Mountain Rides in providing transportation solutions that significantly enhance mobility and the quality of life for our community, commuters, and visitors. BCRTC sees the economic and environmental benefits to our community brought by Mountain Rides.

Thank you for looking favorably upon Mountain Rides' application. This funding opportunity is central to success for Mountain Rides and our community.

Sincerely,

Angenie McCleary  
Chair  
Blaine County Regional Transportation Committee



January 5, 2023

Ms. Shauna Miller  
Idaho Transportation Department  
Public Transportation Office  
P.O. Box 7129  
Boise, Idaho 83707

Re: FFY 2024 5339 Rural One-time Capital Grants

Dear Ms. Miller:

On behalf of Sun Valley Economic Development (SVED), I would like to express our enthusiastic support of Mountain Rides Transportation Authority's application for funding, under the ITD's FFY 2024 5339 Rural One-time Capital Grants program, to expand and upgrade its Bellevue, Idaho, facility. The project will include enlarging and outfitting the facility with charging infrastructure to accommodate Mountain Rides' fleet of battery electric buses. SVED encourages you to view this application favorably.

With a full-time executive director and volunteer Board, SVED, a 501(c)(6) not-for-profit public-private partnership, focuses on county-wide issues, and works directly with the Idaho Department of Commerce and other Idaho state agencies. Our vision is for sustainable economic growth throughout the Sun Valley region. We back that up with a mission to preserve and advance the region's economic vitality and diversity while recognizing the values of its citizens.

SVED acknowledges Mountain Rides' import in supporting our mission as it delivers transportation solutions that significantly enhance mobility, quality of life, and economic vitality in our community. SVED recognizes the economic, lifestyle, and environmental benefits Mountain Rides brings to our community.

Thank you for looking favorably on Mountain Rides' application. This funding opportunity is central to success for Mountain Rides and our community.

Sincerely,

Harry Giffith  
Executive Director

## *Appendix C*

- **Development Pro Forma (Budget)**

**Mountain Rides Transportation Authority**

**Project Budget: Original + Expansion/Upgrades**

**Project: Bus Facilities Construction/Expansion/Upgrade**

**Location: 117-121 Clover Street, Bellevue, Idaho**

|                                                          | <b>Original re:<br/>5339<br/>Spring 2022</b> | <b>Additional<br/>re: 5339<br/>One-time</b> | <b>Total Project</b> |
|----------------------------------------------------------|----------------------------------------------|---------------------------------------------|----------------------|
| <b>Planning, Design, Permitting, Environmental Phase</b> |                                              |                                             |                      |
| NEPA - Cultural Assesment/Other Specialized              | \$ 15,000                                    | \$ -                                        | \$ 15,000            |
| Architect                                                | 37,000                                       | -                                           | 37,000               |
| Structural Engineer                                      | 10,000                                       | -                                           | 10,000               |
| Civil Engineer                                           | 10,000                                       | -                                           | 10,000               |
| Mechanical/Bldg Elec Engineer                            | 10,000                                       | -                                           | 10,000               |
| Bus Infrastructure Mechanical Engineer                   | 35,000                                       | -                                           | 35,000               |
| Contingency                                              | 11,700                                       | 6,300                                       | 18,000               |
| <b>s.t.</b>                                              | <b>\$ 128,700</b>                            | <b>\$ 6,300</b>                             | <b>\$ 135,000</b>    |
| <b>Construction Phase</b>                                |                                              |                                             |                      |
| Construction (Public Works Certified Contractor)         | \$ 1,314,818                                 | \$ 3,019,182                                | \$ 4,334,000         |
| Idaho Power                                              | 50,000                                       | -                                           | 50,000               |
| Building FF&E                                            | 50,000                                       | -                                           | 50,000               |
| Automated Bus Wash System                                | -                                            | 250,000                                     | 250,000              |
| Curb/Sidewalk/New Shelter/Landscaping                    | -                                            | 175,000                                     | 175,000              |
| Generator (back-up electricity generation)               | -                                            | 286,000                                     | 286,000              |
| Charging Infrastructure (Chargers/Dispensers/Charge Mgt) | -                                            | 550,000                                     | 550,000              |
| Contingency                                              | 131,482                                      | 84,768                                      | 216,250              |
| <b>s.t.</b>                                              | <b>\$ 1,546,300</b>                          | <b>\$ 4,364,950</b>                         | <b>\$ 5,911,250</b>  |
| <b>Project Total</b>                                     | <b>\$ 1,675,000</b>                          | <b>\$ 4,371,250</b>                         | <b>\$ 6,046,250</b>  |
| <b>Funding (Pro Forma)</b>                               |                                              |                                             |                      |
|                                                          | <b>Federal</b>                               | <b>Local Match</b>                          | <b>Total</b>         |
| 5339 Grant, Awarded Spring 2022                          | \$ 1,340,000                                 | \$ 335,000                                  | \$ 1,675,000         |
| One-Time 5339 Grant, Application Winter 2023             | 3,497,000                                    | 874,250                                     | 4,371,250            |
| <b>Funding Total</b>                                     | <b>\$ 4,837,000</b>                          | <b>\$ 1,209,250</b>                         | <b>\$ 6,046,250</b>  |

# Mountain Rides Transportation Authority

## Project Budget: Re-configured 6-bay Construction

Project: Bus Facilities Construction/Expansion/Upgrade

Location: 117-121 Clover Street, Bellevue, Idaho

| <b>Planning, Design, Permitting, Environmental Phase</b> | <b>Fed (80%)</b>  | <b>Local (20%)</b> | <b>Total</b>      |
|----------------------------------------------------------|-------------------|--------------------|-------------------|
| NEPA - Cultural Assesment/Other Specialized              | \$ 12,000         | \$ 3,000           | \$ 15,000         |
| Architect                                                | 29,600            | 7,400              | 37,000            |
| Structural Engineer                                      | 8,000             | 2,000              | 10,000            |
| Civil Engineer                                           | 8,000             | 2,000              | 10,000            |
| Mechanical/Bldg Elec Engineer                            | 8,000             | 2,000              | 10,000            |
| Bus Infrastructure Mechanical Engineer                   | 28,000            | 7,000              | 35,000            |
| Contingency                                              | 14,400            | 3,600              | 18,000            |
| <b>s.t.</b>                                              | <b>\$ 108,000</b> | <b>\$ 27,000</b>   | <b>\$ 135,000</b> |

### Construction Phase

|                                                          |                     |                     |                     |
|----------------------------------------------------------|---------------------|---------------------|---------------------|
| Construction (Public Works Certified Contractor)         | \$ 3,467,200        | \$ 866,800          | \$ 4,334,000        |
| Idaho Power                                              | 40,000              | 10,000              | 50,000              |
| Building FF&E                                            | 40,000              | 10,000              | 50,000              |
| Automated Bus Wash System                                | 200,000             | 50,000              | 250,000             |
| Curb/Sidewalk/New Shelter/Landscaping                    | 140,000             | 35,000              | 175,000             |
| Generator                                                | 228,800             | 57,200              | 286,000             |
| Charging Infrastructure (Chargers/Dispensers/Charge Mgt) | 440,000             | 110,000             | 550,000             |
| Contingency                                              | 173,000             | 43,250              | 216,250             |
| <b>s.t.</b>                                              | <b>\$ 4,729,000</b> | <b>\$ 1,182,250</b> | <b>\$ 5,911,250</b> |

### Project Total

|                     |                     |                     |
|---------------------|---------------------|---------------------|
| <b>\$ 4,837,000</b> | <b>\$ 1,209,250</b> | <b>\$ 6,046,250</b> |
|---------------------|---------------------|---------------------|

### Funding (Pro Forma)

|                                              | <b>Federal</b>      | <b>Local Match</b>  | <b>Total</b>        |
|----------------------------------------------|---------------------|---------------------|---------------------|
| 5339 Grant, Awarded Spring 2022              | \$ 1,340,000        | \$ 335,000          | \$ 1,675,000        |
| One-Time 5339 Grant, Application Winter 2023 | 3,497,000           | 874,250             | 4,371,250           |
| <b>Funding Total</b>                         | <b>\$ 4,837,000</b> | <b>\$ 1,209,250</b> | <b>\$ 6,046,250</b> |



**Mountain Rides Transportation Authority****Project Budget: Original 4-bay Construction****Project: Bus Facilities Construction/Expansion/Upgrade****Location: 117-121 Clover Street, Bellevue, Idaho**

| <b>Planning, Design, Permitting, Environmental Phase</b> | <b>Fed (80%)</b>  | <b>Local (20%)</b> | <b>Total</b>      |
|----------------------------------------------------------|-------------------|--------------------|-------------------|
| NEPA - Cultural Assesment/Other Specialized              | \$ 12,000         | \$ 3,000           | \$ 15,000         |
| Architect                                                | 29,600            | 7,400              | 37,000            |
| Structural Engineer                                      | 8,000             | 2,000              | 10,000            |
| Civil Engineer                                           | 8,000             | 2,000              | 10,000            |
| Mechanical/Bldg Elec Engineer                            | 8,000             | 2,000              | 10,000            |
| Bus Infrastructure Mechanical Engineer                   | 28,000            | 7,000              | 35,000            |
| Contingency                                              | 9,360             | 2,340              | 11,700            |
| <b>s.t.</b>                                              | <b>\$ 102,960</b> | <b>\$ 25,740</b>   | <b>\$ 128,700</b> |

**Construction Phase**

|                                                          |                     |                   |                     |
|----------------------------------------------------------|---------------------|-------------------|---------------------|
| Construction (Public Works Certified Contractor)         | \$ 1,051,854        | \$ 262,964        | \$ 1,314,818        |
| Idaho Power                                              | 40,000              | 10,000            | 50,000              |
| Building FF&E                                            | 40,000              | 10,000            | 50,000              |
| Automated Bus Wash System                                | -                   | -                 | -                   |
| Curb/Sidewalk/New Shelter/Landscaping                    | -                   | -                 | -                   |
| Generator                                                | -                   | -                 | -                   |
| Charging Infrastructure (Chargers/Dispensers/Charge Mgt) | -                   | -                 | -                   |
| Contingency                                              | 105,185             | 26,296            | 131,482             |
| <b>s.t.</b>                                              | <b>\$ 1,237,040</b> | <b>\$ 309,260</b> | <b>\$ 1,546,300</b> |

**Project Total**

|                     |                   |                     |
|---------------------|-------------------|---------------------|
| <b>\$ 1,340,000</b> | <b>\$ 335,000</b> | <b>\$ 1,675,000</b> |
|---------------------|-------------------|---------------------|

**Funding (Pro Forma)**

|                                              | <b>Federal</b>      | <b>Local Match</b> | <b>Total</b>        |
|----------------------------------------------|---------------------|--------------------|---------------------|
| 5339 Grant, Awarded Spring 2022              | \$ 1,340,000        | \$ 335,000         | \$ 1,675,000        |
| One-Time 5339 Grant, Application Winter 2023 | -                   | -                  | -                   |
| <b>Funding Total</b>                         | <b>\$ 1,340,000</b> | <b>\$ 335,000</b>  | <b>\$ 1,675,000</b> |

**Mountain Rides Transportation Authority**  
**Project Budget: Incremental 6-bay v. 4-bay Construction**  
**Project: Bus Facilities Construction/Expansion/Upgrade**  
**Location: 117-121 Clover Street, Bellevue, Idaho**

| <b>Planning, Design, Permitting, Environmental Phase</b> | <b>Fed (80%)</b> | <b>Local (20%)</b> | <b>Total</b>    |
|----------------------------------------------------------|------------------|--------------------|-----------------|
| NEPA - Cultural Assesment/Other Specialized              | \$ -             | \$ -               | \$ -            |
| Architect                                                | -                | -                  | -               |
| Structural Engineer                                      | -                | -                  | -               |
| Civil Engineer                                           | -                | -                  | -               |
| Mechanical/Bldg Elec Engineer                            | -                | -                  | -               |
| Bus Infrastructure Mechanical Engineer                   | -                | -                  | -               |
| Contingency                                              | 5,040            | 1,260              | 6,300           |
| <b>s.t.</b>                                              | <b>\$ 5,040</b>  | <b>\$ 1,260</b>    | <b>\$ 6,300</b> |

| <b>Construction Phase</b>                                |                     |                   |                     |
|----------------------------------------------------------|---------------------|-------------------|---------------------|
| Construction (Public Works Certified Contractor)         | \$ 2,415,346        | \$ 603,836        | \$ 3,019,182        |
| Idaho Power                                              | -                   | -                 | -                   |
| Building FF&E                                            | -                   | -                 | -                   |
| Automated Bus Wash System                                | 200,000             | 50,000            | 250,000             |
| Curb/Sidewalk/New Shelter/Landscaping                    | 140,000             | 35,000            | 175,000             |
| Generator (back-up electricity generation)               | 228,800             | 57,200            | 286,000             |
| Charging Infrastructure (Chargers/Dispensers/Charge Mgt) | 440,000             | 110,000           | 550,000             |
| Contingency                                              | 67,815              | 16,954            | 84,768              |
| <b>s.t.</b>                                              | <b>\$ 3,491,960</b> | <b>\$ 872,990</b> | <b>\$ 4,364,950</b> |

|                      |                     |                   |                     |
|----------------------|---------------------|-------------------|---------------------|
| <b>Project Total</b> | <b>\$ 3,497,000</b> | <b>\$ 874,250</b> | <b>\$ 4,371,250</b> |
|----------------------|---------------------|-------------------|---------------------|

| <b>Funding (Pro Forma)</b>                   | <b>Federal</b>      | <b>Local Match</b> | <b>Total</b>        |
|----------------------------------------------|---------------------|--------------------|---------------------|
| 5339 Grant, Awarded Spring 2022              | \$ -                | \$ -               | \$ -                |
| One-Time 5339 Grant, Application Winter 2023 | 3,497,000           | 874,250            | 4,371,250           |
| <b>Funding Total</b>                         | <b>\$ 3,497,000</b> | <b>\$ 874,250</b>  | <b>\$ 4,371,250</b> |

# MASTER RECAP

**NAME**

**Mountain Ride Option 1 - Base Bid**

1/9/23

**PROJ #**

**Addition to Existing Facility**

**SQFT =**

**5,869 sf**



| USE? | EST | DIV | SEC   | DESCRIPTION                                                        | TOTALS   | BID/ESTIMATE | LABOR | OTHER | TOTALS  | COMMENTS |
|------|-----|-----|-------|--------------------------------------------------------------------|----------|--------------|-------|-------|---------|----------|
| x    | BE  | 01  | 24 00 | Surveying, Layout, and As-Builts                                   | 12,530   | F&I          | F&I   | N/R   | 12,530  |          |
| x    | BE  | 02  | 20 00 | Site Demolition                                                    | 33,930   | F&I          | F&I   | N/R   | 33,930  |          |
| x    | BE  | 02  | 41 16 | Earthwork, Excavation, Backfill, and Utilities                     | 199,447  | F&I          | F&I   | N/R   | 199,447 |          |
| x    | BE  | 02  | 41 16 | Aphalt Paving and Base                                             | 62,010   | F&I          | F&I   | N/R   | 62,010  |          |
| x    | BE  | 02  | 42 00 | Landscaping, Plantings, and Irrigation                             | 22,970   | F&I          | F&I   | N/R   | 22,970  |          |
| x    | BE  | 03  | 10 00 | Building Concrete                                                  | 386,954  | F&I          | F&I   | N/R   | 386,954 |          |
| x    | BE  | 04  | 20 00 | Masonry CMU and CMU Veneer                                         | 128,540  | F&I          | F&I   | N/R   | 128,540 |          |
| x    | BE  | 05  | 12 50 | Structural and Miscellaneous Fabricated Steel - Supply and Install | 210,530  | F&I          | F&I   | N/R   | 210,530 |          |
| x    | BE  | 06  | 10 00 | Wood Framing Labor and Equipment                                   | 215,860  | F&I          | F&I   | N/R   | 215,860 |          |
| x    | BE  | 06  | 11 00 | Lumber Package and Roof Trusses                                    | 268,450  | F&I          | F&I   | N/R   | 268,450 |          |
| x    | BE  | 06  | 13 26 | Millwork Trim and Finish Labor                                     | 7,724    | F&I          | F&I   | N/R   | 7,724   |          |
| x    | BE  | 07  | 21 13 | Damproofing Exterior Walls                                         | 75,540   | F&I          | F&I   | N/R   | 75,540  |          |
| x    | BE  | 07  | 21 29 | Insulation / Thermal Protection                                    | 139,846  | F&I          | F&I   | N/R   | 139,846 |          |
| x    | BE  | 07  | 24 00 | Exterior Stucco                                                    | 153,295  | F&I          | F&I   | N/R   | 153,295 |          |
| x    | BE  | 07  | 25 00 | Wash Bay Metal Panels                                              | 34,712   | F&I          | F&I   | N/R   | 34,712  |          |
| x    | BE  | 07  | 54 23 | Roofing, Sheetmetal, and ISO Insulation                            | 153,932  | F&I          | F&I   | N/R   | 153,932 |          |
| x    | BE  | 07  | 92 00 | Caulking and Sealants                                              | 6,000    | F&I          | F&I   | N/R   | 6,000   |          |
| x    | BE  | 08  | 11 13 | Doors, Hardware, and Install                                       | 37,680   | F&I          | F&I   | N/R   | 37,680  |          |
| x    | BE  | 08  | 33 26 | Overhead Doors                                                     | 87,000   | F&I          | F&I   | N/R   | 87,000  |          |
| x    | BE  | 08  | 42 00 | Storefront and Windows and Install                                 | 27,700   | F&I          | F&I   | N/R   | 27,700  |          |
| x    | BE  | 09  | 20 00 | Gypsum Drywall                                                     | 65,121   | F&I          | F&I   | N/R   | 65,121  |          |
| x    | BE  | 09  | 30 13 | Tile Flooring and Solid Countertops                                | NIC      | F&I          | F&I   | N/R   | 0       | NIC      |
| x    | BE  | 09  | 68 00 | Carpet and Rubber Vesible Entry Floor                              | NIC      | F&I          | F&I   | N/R   | 0       | NIC      |
| x    | BE  | 09  | 91 00 | Painting                                                           | 75,272   | F&I          | F&I   | N/R   | 75,272  |          |
| x    | BE  | 10  | 00 00 | Rest Room Access., H.C. Bars Lockers, Fire Extinguishers           | NIC      | F&I          | F&I   | N/R   | 0       | NIC      |
| x    | BE  | 11  | 27 00 | Appliances                                                         | NIC      | F&I          | F&I   | N/R   | 0       | NIC      |
| x    | BE  | 12  | 35 00 | Cabinetry                                                          | NIC      | F&I          | F&I   | N/R   | 0       | NIC      |
| x    | BE  | 14  | 24 00 | Hydraulic Elevator                                                 | NIC      | F&I          | F&I   | N/R   | 0       | NIC      |
| x    | BE  | 14  | 30 00 | Wash Bay Equipment                                                 | BY OWNER | F&I          | F&I   | N/R   | 0       | BY OWNER |
| x    | BE  | 21  | 00 00 | Fire Sprinkler Protection                                          | 39,158   | F&I          | F&I   | N/R   | 39,158  |          |
| x    | BE  | 22  | 00 00 | Plumbing Subcontractor                                             | 153,250  | F&I          | F&I   | N/R   | 153,250 |          |
| x    | BE  | 23  | 00 00 | Mechanical HVAC Subcontractor                                      | 238,582  | F&I          | F&I   | N/R   | 238,582 |          |
| x    | BE  | 26  | 10 00 | Electrical Subcontractor                                           | 235,250  | F&I          | F&I   | N/R   | 235,250 |          |
| x    | BE  | 26  | 20 00 | IPCO Engineering and Transformer Fee Allowance                     | BY OWNER | F&I          | F&I   | N/R   | 0       | BY OWNER |
| x    | BE  | 26  | 21 00 | Security, Data, Telecommunications, and AV                         | BY OWNER | F&I          | F&I   | N/R   | 0       | BY OWNER |
| x    | BE  | 26  | 31 00 | Fire Alarm                                                         | 19,800   | F&I          | F&I   | N/R   | 19,800  |          |

|                                                     |                     |              |                  |
|-----------------------------------------------------|---------------------|--------------|------------------|
| <b>SUMMARY:</b>                                     |                     |              |                  |
| SUBCONTRACT                                         | 3,091,083           |              |                  |
| LABOR                                               | 0                   |              |                  |
| OTHER/ALLOWANCES                                    | 0                   |              |                  |
| <b>SUBTOTAL</b>                                     | <b>3,091,083</b>    |              |                  |
| LIABILITY INSURANCE                                 | 34,620              |              |                  |
| BLDR'S RISK INSURANCE                               | 15,455              |              |                  |
| GENERAL REQUIREMENTS                                | 474,300             |              |                  |
| BUILDING PERMIT AND CHECK FEES                      | <b>BY OWNER</b>     |              |                  |
| <b>SUBTOTAL</b>                                     | <b>3,615,459</b>    |              |                  |
| <b>PROFIT &amp; OVERHEAD</b>                        | <b>289,237</b>      | <b>8.00%</b> |                  |
| <b>CONTINGENCY ALLOWANCE</b>                        | <b>72,309</b>       | <b>2.00%</b> |                  |
| <b>TOTAL PROJECT CONSTRUCTION OPTION 1 BASE BID</b> | <b>\$ 3,977,004</b> |              | <b>\$ 677.63</b> |

**Add Alternate #1 Construct Covered Car Port for the 11 Parking Spaces 24' x 104' = 2,496 sf x \$100/sf = \$249,600.00**

Open Covered Car Port; Wd. Structure, Asphalt Shingles Roof, and a few Lights. Includes 2' soffit overhang both ends,

**Add Alternate #2 SNOW MELT the entire Parking Lot 10,770 sf x \$18.70/sf = \$201,399.00 + \$25K (Boiler) = \$226,399.00**

**Add Alternate #2A SNOW MELT the entire Parking Lot Less the Covered Parking 8,274 sf x \$18.70/sf = \$154,723.00 + \$25K (Boiler) = \$179,723.00**

10 October, 2021

Mountain Rides  
Ketchum, Idaho 83340

Board Members/ Facilities Planning Committee,

I have met with Ben Varner of Mountain Rides to discuss your Bellevue vacant parcel and the desire to expand bus storage facilities. I have produced a cost estimate for four variations of building types in terms of exterior wall and or structural systems. Those different types are: 1, Steel Building Kit, 2. Wood Frame Construction for walls and wood /steel roof trusses, 3. ICF walls and wood/steel roof trusses, and 4. Masonry wall construction with wood/steel roof trusses. I have budgeted for a freestanding building, associated infrastructure, necessary site improvements for grading, drainage, parking, and landscaping. Due to the public nature of the business and the use of public funds, the budgeting is based on construction to be performed by Public Works Licensed Contractors/ Subcontractors. I have included a contingency budget and also presented a range of cost(s). I have included these other aspects to account for cost variations due to the current high construction costs within the Idaho and Wood River Valley construction industry.

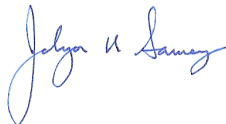
The cost variations are based on current experience with commercial projects and contractors in the Wood River Valley as well as in the Boise area. I cannot however guarantee the prices presented are accurate but are at this time my best professional estimate. Additionally, I can only estimate relative to costs for the construction season of 2021 but believe 2022 will be similar. Beyond the year 2022 is too far into the future to estimate for accuracy.

Ben and I also explored other programmatic desires that may apply to this project and your budgeting; but have not been addressed these ideas in this cost estimating exercise. The options for consideration maybe:

1. Maximizing for Park and Ride spaces
2. Incorporate Employee Housing
3. Combine lots to maximize land development by reducing set back requirements
4. Combine lots to allow for a new bus storage facility addition to the existing building, this generates more available land area for other uses.

These are some thoughts that may have beneficial outcomes and could/ should be at least studied in a preliminary fashion for viability, benefit etc. If you have any questions and or also would like me to attend any planning sessions pertaining to this package, I can be available after October 14<sup>th</sup>.

Sincerely,



Jolyon H. Sawrey, Architect/Land Planner

**MTN RIDES NEW BUS STORAGE FACILITY- PRELIMINARY  
CONSTRUCTION COST ESTIMATE-SCENARIO #1 FREE-STANDING STEEL KIT  
BLDG (100% TURN- KEY MOVE IN READY)**

100% GENERAL CONTRACTOR PERFORM (Public Works  
Licensed General Contractor & Subs)

DATE: 07 Oct, 2021

**1. CONSTRUCTION BUDGET (PUBLIC WORKS GENERAL CONTRACTOR) HARD COSTS**

| ITEM         | DESCRIPTION                                                                                                                                                                                            | SF                                     | BASE \$/SF | "BASE TOTAL"     |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------|------------------|
| STEEL<br>KIT | FREESTANDING BLDG ENTIRELY ON PARCEL -<br>COST OF CONSTRUCTION FOR WHAT A GENERAL<br>CONTRACTOR WOULD BID THE JOB FOR THIS<br>COMING SUMMER/FALL 2022 ( 2023+ PRICE MAY<br>VARY GREATLY) IN A BID PKG. | 3528                                   | \$150      | \$529,200        |
| SITE         | LANDSCAPING/ SITE IMPROVEMENT BUDGET.<br>PAVING, CURBS, GUTTERS, DRAINAGE, LIGHITNG,<br>LANDSCAPING, BIKE RACKS                                                                                        |                                        |            | \$200,000        |
|              |                                                                                                                                                                                                        | <b>BASTE TOTAL W/<br/>SITE IMPROVE</b> |            | <b>\$729,200</b> |

|                                                 | %    | AMOUNT   |  |
|-------------------------------------------------|------|----------|--|
| CONSTRUCTION CONTINGENCY (% OF<br>"BASE TOTAL") | 5.0% | \$36,460 |  |

|                                                     |  |                  |
|-----------------------------------------------------|--|------------------|
| <b>ADUSTED "BASE TOTAL"<br/>COST W/ CONTINGENCY</b> |  | <b>\$765,660</b> |
|-----------------------------------------------------|--|------------------|

**ESTIMATED COST OF CONSTRUCTION W/ HIGH /LOW RANGE**

|                                      | %   | AMOUNT    | TOTAL     |
|--------------------------------------|-----|-----------|-----------|
| BUDGETING % HIGH (BIDDING VARIATION) | 20% | \$153,132 | \$918,792 |
| BUDGETING % LOW (BIDDING VARIATION)  | 5%  | \$38,283  | \$803,943 |

|                            | <b>COST/SF HIGH</b> | <b>COST/SF/ LOW</b> |
|----------------------------|---------------------|---------------------|
| ADJUSTED COST PER SF RANGE | <b>\$260</b>        | <b>\$228</b>        |

**2. PROFESSIONAL CONSULTANTS BUDGET SOFT COSTS**

|                                    | DESCRIPTION (ESTIMATES) | TOTAL           |
|------------------------------------|-------------------------|-----------------|
| A                                  | ARCHITECT               | \$20,000        |
| B                                  | STRUCTURAL ENGINEER     | \$5,000         |
| C                                  | CIVIL ENGINEER          | \$5,000         |
| D                                  | MECH/ELEC               | \$3,100         |
| <b>SUB-TOTAL PROFESSIONAL FEES</b> |                         | <b>\$33,100</b> |

**TOTAL PROJECT COST ESTIMATE ( INCL. ALL ITEMS NOTED ABOVE #1-#2)**

|                                            |     |                  |
|--------------------------------------------|-----|------------------|
| BUDGETING % HIGH ( W/BIDDING<br>VARIATION) | 20% | <b>\$951,892</b> |
| BUDGETING % LOW (W/ BIDDING<br>VARIATION)  | 5%  | <b>\$837,043</b> |

**NOTE**

**S**

1. THESE ESTIMATES WERE DONE BY THE ARCHITECT, AND ARE INTENDED TO BE BASED ON THE WORK BEING PERFORMED BY A BIDDING PUBLIC WORKS CONTRACTOR(S), SUBCONTRACTOR(S) AT WOOD RIVER VALLEY CURRENT MARKET VALUE. THE CONSTRUCTION INDUSTRY COSTS ARE VOLATILE AT THIS TIME, MATERIALS, LABOR, AVAILABILITY OF PUBLIC WORKS CONTRACTORS/ COMPETITION/LABORS COSTS ETC.

2. CERTAIN INSURANCE FEES AND UTILITY EXPENSES WILL BE PAID BY MTN RIDES DURING CONSTRUCTION

3. COSTS/ SF AND CONCEPTS FOR BLDG TYPES BASED ON DISCUSSIONS WITH BEN VARNER

4. CONTRACTOR PROFIT/ OVERHEAD IS INLCUDED.

**MTN RIDES NEW BUS STORAGE FACILITY- PRELIMINARY  
CONSTRUCTION COST ESTIMATE-SCENARIO #2 FREE-STANDING WOOD  
FRAMED BLDG (100% TURN- KEY MOVE IN READY)**

100% GENERAL CONTRACTOR PERFORM (Public Works  
Licensed General Contractor & Subs)

DATE: 07 Oct, 2021

**1. CONSTRUCTION BUDGET (PUBLIC WORKS GENERAL CONTRACTOR) HARD COSTS**

| ITEM                                                     | DESCRIPTION                                                                                                                                                                                            | SF                                                   | BASE \$/SF    | "BASE TOTAL"        |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------|---------------------|
| STEEL<br>KIT                                             | FREESTANDING BLDG ENTIRELY ON PARCEL -<br>COST OF CONSTRUCTION FOR WHAT A GENERAL<br>CONTRACTOR WOULD BID THE JOB FOR THIS<br>COMING SUMMER/FALL 2022 ( 2023+ PRICE MAY<br>VARY GREATLY) IN A BID PKG. | 3528                                                 | \$175         | \$617,400           |
| SITE                                                     | LANDSCAPING/ SITE IMPROVEMENT BUDGET.<br>PAVING, CURBS, GUTTERS, DRAINAGE, LIGHITNG,<br>LANDSCAPING, BIKE RACKS                                                                                        |                                                      |               | \$200,000           |
|                                                          |                                                                                                                                                                                                        | <b>BASTE TOTAL W/<br/>SITE IMPROVE</b>               |               | <b>\$817,400</b>    |
|                                                          | <b>CONSTRUCTION CONTINGENCY (% OF<br/>"BASE TOTAL")</b>                                                                                                                                                | <b>%</b>                                             | <b>AMOUNT</b> |                     |
|                                                          |                                                                                                                                                                                                        | 5.0%                                                 | \$40,870      |                     |
|                                                          |                                                                                                                                                                                                        | <b>ADJUSTED "BASE TOTAL"<br/>COST W/ CONTINGENCY</b> |               | <b>\$858,270</b>    |
| <b>ESTIMATED COST OF CONSTRUCTION W/ HIGH /LOW RANGE</b> |                                                                                                                                                                                                        |                                                      |               |                     |
|                                                          |                                                                                                                                                                                                        | <b>%</b>                                             | <b>AMOUNT</b> | <b>TOTAL</b>        |
|                                                          | <b>BUDGETING % HIGH (BIDDING VARIATION)</b>                                                                                                                                                            | 20%                                                  | \$171,654     | <b>\$1,029,924</b>  |
|                                                          | <b>BUDGETING % LOW (BIDDING VARIATION)</b>                                                                                                                                                             | 5%                                                   | \$42,914      | <b>\$901,184</b>    |
|                                                          | <b>ADJUSTED COST PER SF RANGE</b>                                                                                                                                                                      | <b>COST/SF HIGH</b>                                  |               | <b>COST/SF/ LOW</b> |
|                                                          |                                                                                                                                                                                                        | <b>\$292</b>                                         |               | <b>\$255</b>        |

**2. PROFESSIONAL CONSULTANTS BUDGET SOFT COSTS**

|   | DESCRIPTION (ESTIMATES)            | TOTAL           |
|---|------------------------------------|-----------------|
| A | ARCHITECT                          | \$24            |
| B | STRUCTURAL ENGINEER                | \$6,400         |
| C | CIVIL ENGINEER                     | \$5,000         |
| D | MECH/ELEC                          | \$3,100         |
|   | <b>SUB-TOTAL PROFESSIONAL FEES</b> | <b>\$14,524</b> |

**TOTAL PROJECT COST ESTIMATE ( INCL. ALL ITEMS NOTED ABOVE #1-#2)**

|  |                                                    |     |                    |
|--|----------------------------------------------------|-----|--------------------|
|  | <b>BUDGETING % HIGH ( W/BIDDING<br/>VARIATION)</b> | 20% | <b>\$1,044,448</b> |
|  | <b>BUDGETING % LOW (W/ BIDDING<br/>VARIATION)</b>  | 5%  | <b>\$915,708</b>   |



**NOTE**

**S**

1. THESE ESTIMATES WERE DONE BY THE ARCHITECT, AND ARE INTENDED TO BE BASED ON THE WORK BEING PERFORMED BY A BIDDING PUBLIC WORKS CONTRACTOR(S), SUBCONTRACTOR(S) AT WOOD RIVER VALLEY CURRENT MARKET VALUE. THE CONSTRUCTION INDUSTRY COSTS ARE VOLATILE AT THIS TIME, MATERIALS, LABOR, AVAILABILITY OF PUBLIC WORKS CONTRACTORS/ COMPETITION/LABORS COSTS ETC.

2. CERTAIN INSURANCE FEES AND UTILITY EXPENSES WILL BE PAID BY MTN RIDES DURING CONSTRUCTION

3. COSTS/ SF AND CONCEPTS FOR BLDG TYPES BASED ON DISCUSSIONS WITH BEN VARNER

4. CONTRACTOR PROFIT/ OVERHEAD IS INLCUDED.

**MTN RIDES NEW BUS STORAGE FACILITY- PRELIMINARY  
CONSTRUCTION COST ESTIMATE-SCENARIO #3 FREE-STANDING ICF BLDG  
(100% TURN- KEY MOVE IN READY)**

100% GENERAL CONTRACTOR PERFORM (Public Works Licensed General Contractor & Subs)      DATE: 07 Oct, 2021

**1. CONSTRUCTION BUDGET (PUBLIC WORKS GENERAL CONTRACTOR) HARD COSTS**

| ITEM      | DESCRIPTION                                                                                                                                                                                | SF                                 | BASE \$/SF | "BASE TOTAL"     |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------|------------------|
| STEEL KIT | FREESTANDING BLDG ENTIRELY ON PARCEL - COST OF CONSTRUCTION FOR WHAT A GENERAL CONTRACTOR WOULD BID THE JOB FOR THIS COMING SUMMER/FALL 2022 ( 2023+ PRICE MAY VARY GREATLY) IN A BID PKG. | 3528                               | \$185      | \$652,680        |
| SITE      | LANDSCAPING/ SITE IMPROVEMENT BUDGET. PAVING, CURBS, GUTTERS, DRAINAGE, LIGHTING, LANDSCAPING, BIKE RACKS                                                                                  |                                    |            | \$200,000        |
|           |                                                                                                                                                                                            | <b>BASTE TOTAL W/ SITE IMPROVE</b> |            | <b>\$852,680</b> |

|                                              | %    | AMOUNT   |
|----------------------------------------------|------|----------|
| CONSTRUCTION CONTINGENCY (% OF "BASE TOTAL") | 5.0% | \$42,634 |

**ADJUSTED "BASE TOTAL" COST W/ CONTINGENCY      \$895,314**

**ESTIMATED COST OF CONSTRUCTION W/ HIGH /LOW RANGE**

|                                      | %   | AMOUNT    | TOTAL       |
|--------------------------------------|-----|-----------|-------------|
| BUDGETING % HIGH (BIDDING VARIATION) | 20% | \$179,063 | \$1,074,377 |
| BUDGETING % LOW (BIDDING VARIATION)  | 5%  | \$44,766  | \$940,080   |

|                            | COST/SF HIGH | COST/SF/ LOW |
|----------------------------|--------------|--------------|
| ADJUSTED COST PER SF RANGE | \$305        | \$266        |

**2. PROFESSIONAL CONSULTANTS BUDGET SOFT COSTS**

|                                    | DESCRIPTION (ESTIMATES) | TOTAL           |
|------------------------------------|-------------------------|-----------------|
| A                                  | ARCHITECT               | \$25,000        |
| B                                  | STRUCTURAL ENGINEER     | \$6,500         |
| C                                  | CIVIL ENGINEER          | \$5,000         |
| D                                  | MECH/ELEC               | \$3,100         |
| <b>SUB-TOTAL PROFESSIONAL FEES</b> |                         | <b>\$39,600</b> |

**TOTAL PROJECT COST ESTIMATE ( INCL. ALL ITEMS NOTED ABOVE #1-#2)**

|                                         |     |             |
|-----------------------------------------|-----|-------------|
| BUDGETING % HIGH ( W/BIDDING VARIATION) | 20% | \$1,113,977 |
| BUDGETING % LOW (W/ BIDDING VARIATION)  | 5%  | \$979,680   |

**NOTE**

**S**

1. THESE ESTIMATES WERE DONE BY THE ARCHITECT, AND ARE INTENDED TO BE BASED ON THE WORK BEING PERFORMED BY A BIDDING PUBLIC WORKS CONTRACTOR(S), SUBCONTRACTOR(S) AT WOOD RIVER VALLEY CURRENT MARKET VALUE. THE CONSTRUCTION INDUSTRY COSTS ARE VOLATILE AT THIS TIME, MATERIALS, LABOR, AVAILABILITY OF PUBLIC WORKS CONTRACTORS/ COMPETITION/LABORS COSTS ETC.

2. CERTAIN INSURANCE FEES AND UTILITY EXPENSES WILL BE PAID BY MTN RIDES DURING CONSTRUCTION

3. COSTS/ SF AND CONCEPTS FOR BLDG TYPES BASED ON DISCUSSIONS WITH BEN VARNER

4. CONTRACTOR PROFIT/ OVERHEAD IS INLCUDED.

**MTN RIDES NEW BUS STORAGE FACILITY- PRELIMINARY  
CONSTRUCTION COST ESTIMATE-SCENARIO #4 FREE-STANDING MASONRY  
BLDG (100% TURN- KEY MOVE IN READY)**

100% GENERAL CONTRACTOR PERFORM (Public Works  
Licensed General Contractor & Subs)

DATE: 07 Oct, 2021

**1. CONSTRUCTION BUDGET (PUBLIC WORKS GENERAL CONTRACTOR) HARD COSTS**

| ITEM                                                     | DESCRIPTION                                                                                                                                                                                            | SF                                     | BASE \$/SF                                          | "BASE TOTAL"                  |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------|-------------------------------|
| STEEL<br>KIT                                             | FREESTANDING BLDG ENTIRELY ON PARCEL -<br>COST OF CONSTRUCTION FOR WHAT A GENERAL<br>CONTRACTOR WOULD BID THE JOB FOR THIS<br>COMING SUMMER/FALL 2022 ( 2023+ PRICE MAY<br>VARY GREATLY) IN A BID PKG. | 3528                                   | \$200                                               | <b>\$705,600</b>              |
| SITE                                                     | LANDSCAPING/ SITE IMPROVEMENT BUDGET.<br>PAVING, CURBS, GUTTERS, DRAINAGE, LIGHITNG,<br>LANDSCAPING, BIKE RACKS                                                                                        |                                        |                                                     | <b>\$200,000</b>              |
|                                                          |                                                                                                                                                                                                        | <b>BASTE TOTAL W/<br/>SITE IMPROVE</b> |                                                     | <b>\$905,600</b>              |
| CONSTRUCTION CONTINGENCY (% OF<br>"BASE TOTAL")          |                                                                                                                                                                                                        | %                                      | AMOUNT                                              |                               |
|                                                          |                                                                                                                                                                                                        | 5.0%                                   | \$45,280                                            |                               |
|                                                          |                                                                                                                                                                                                        |                                        | <b>ADUSTED "BASE TOTAL"<br/>COST W/ CONTINGENCY</b> | <b>\$950,880</b>              |
| <b>ESTIMATED COST OF CONSTRUCTION W/ HIGH /LOW RANGE</b> |                                                                                                                                                                                                        |                                        |                                                     |                               |
|                                                          |                                                                                                                                                                                                        | %                                      | AMOUNT                                              | TOTAL                         |
| BUDGETING % HIGH (BIDDING VARIATION)                     |                                                                                                                                                                                                        | 20%                                    | \$190,176                                           | <b>\$1,141,056</b>            |
| BUDGETING % LOW (BIDDING VARIATION)                      |                                                                                                                                                                                                        | 5%                                     | \$47,544                                            | <b>\$998,424</b>              |
| ADJUSTED COST PER SF RANGE                               |                                                                                                                                                                                                        | <b>COST/SF HIGH<br/>\$323</b>          |                                                     | <b>COST/SF/ LOW<br/>\$283</b> |

**2. PROFESSIONAL CONSULTANTS BUDGET SOFT COSTS**

|                                    | DESCRIPTION (ESTIMATES) |  | TOTAL           |
|------------------------------------|-------------------------|--|-----------------|
| A                                  | ARCHITECT               |  | \$27,000        |
| B                                  | STRUCTURAL ENGINEER     |  | \$5,000         |
| C                                  | CIVIL ENGINEER          |  | \$5,000         |
| D                                  | MECH/ELEC               |  | \$3,100         |
| <b>SUB-TOTAL PROFESSIONAL FEES</b> |                         |  | <b>\$40,100</b> |

**TOTAL PROJECT COST ESTIMATE ( INCL. ALL ITEMS NOTED ABOVE #1-#2)**

|                                            |  |     |  |                    |
|--------------------------------------------|--|-----|--|--------------------|
| BUDGETING % HIGH ( W/BIDDING<br>VARIATION) |  | 20% |  | <b>\$1,181,156</b> |
| BUDGETING % LOW (W/ BIDDING<br>VARIATION)  |  | 5%  |  | <b>\$1,038,524</b> |

**NOTE**

**S**

1. THESE ESTIMATES WERE DONE BY THE ARCHITECT, AND ARE INTENDED TO BE BASED ON THE WORK BEING PERFORMED BY A BIDDING PUBLIC WORKS CONTRACTOR(S), SUBCONTRACTOR(S) AT WOOD RIVER VALLEY CURRENT MARKET VALUE. THE CONSTRUCTION INDUSTRY COSTS ARE VOLATILE AT THIS TIME, MATERIALS, LABOR, AVAILABILITY OF PUBLIC WORKS CONTRACTORS/ COMPETITION/LABORS COSTS ETC.

2. CERTAIN INSURANCE FEES AND UTILITY EXPENSES WILL BE PAID BY MTN RIDES DURING CONSTRUCTION

3. COSTS/ SF AND CONCEPTS FOR BLDG TYPES BASED ON DISCUSSIONS WITH BEN VARNER

4. CONTRACTOR PROFIT/ OVERHEAD IS INLCUDED.



POWER ENGINEERS, INC.

3940 GLENBROOK DRIVE  
PO BOX 1066  
HAILEY, ID 83333 USA

PHONE 208-788-3456  
FAX 208-788-2082

## MEMORANDUM

**DATE:** October 8, 2021

**TO:** Ben Varner

**c:** Jeff VanSickel

**FROM:** Jason Marena  
Project Manager

**SUBJECT:** 165594 Mountain Rides Generator Estimate

### MESSAGE

Hi Ben,  
POWER Engineers has prepared the following Rough Order of Magnitude (ROM) estimate for a backup generation installation at the proposed Bellevue, ID facility on Clover Rd. This estimate is based on the assumption that the building will be approximately 4500 sq. ft. and use gas heating. The facility will also house up to four 150kW electric bus chargers.

Based on these assumptions, our estimate for the project is shown below:

- Engineering: \$25,000
- Installation: \$25,000
- 750kW Diesel Generator with weatherproof enclosure: \$185,000
- Automatic Transfer Switch: \$15,000
- Generator Concrete Pad: \$20,000
- **Total: \$270,000**

Please let us know if you have any questions or comments.

A handwritten signature in black ink that reads "J. Marena".

Jason Marena  
Project Manager

## *Appendix D*

- **Architect's Narrative and Plans**

06 January, 2023

To Whom it May Interest/ Grant Evaluation Committee,

I am the project architect for the expansion project for the Mountain Rides Bus Facility in Bellevue, Idaho. This narrative is to bring further understanding of why the new addition is designed the way it is and some of the aspects that you may be valuable for your consideration relative to the providing of grant funding.

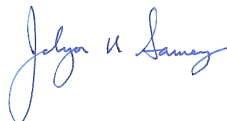
#### SITE PLANNING

As one can see on the site plan that the north alley is the inward approach for the buses. The angled building accommodates the turning radius of the incoming bus and the staggering of the bays allows for multiple tandem parking/ drive throughs for the buses. Mountain Rides owns two adjacent parcels- one with the existing bus facility and an adjacent vacant lot. We first evaluated a detached bus parking building, but due to setback requirements, goal of more than (4) bays, accommodating parking requirements etc. the decision was made to combine the parcels into one lot. This allows for the connection/ addition of the new building to be directly attached to the existing building- no in-between setbacks to deal with. This then preserves area for surface parking as well as making one facility for staff to circulate within instead of going outside to get to the next building. As the project is in “snow country” snow storage is mandatory unless other measures address snow management. Thus, the inclusion of carport style covered parking makes the snow storage on the roof of the carport as compared to maintenance costs for snow removal or high operating cost of heating paved surfaces to melt- snow.

#### BUILDING PLANNING

As an ‘environmental’ architect I am always planning for the long-term life expectancy/ performance/ durability, operating costs/ energy efficiency etc. for my projects. This project is proposing ICF super insulated, thermal mass, air tight walls, exterior masonry and metal siding for low maintenance. Also proposed is energy efficient, quiet, low maintenance hydronically heated slab on grade floors. Above code air sealing and insulation systems and higher performance glazing will also be included. The EPDM membrane roof will be ballasted for 75% solar reflectance as well as also offering UV and service worker protection of roof membrane. The wall assemblies will have a (4) hour fire rating and the building will be fire sprinkled which will help with lower insurance costs and providing further building/ occupant safety. All of these aspects make long-term operating costs lower than conventionally constructed light industrial buildings, a more comfortable work environment, long-term low maintenance and reduced operating costs.

Sincerely,

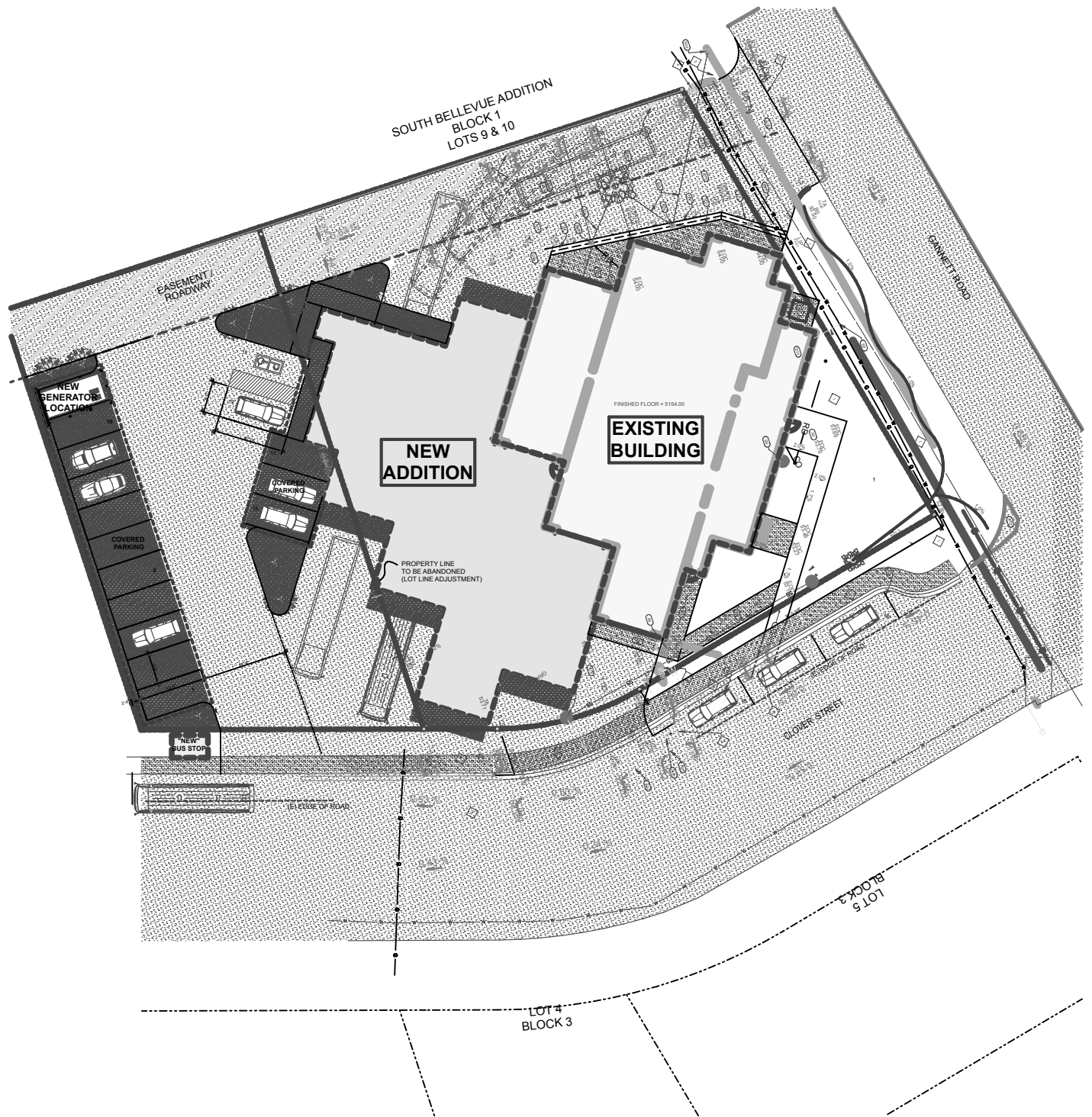


Jolyon H. Sawrey, Architect/Land Planner





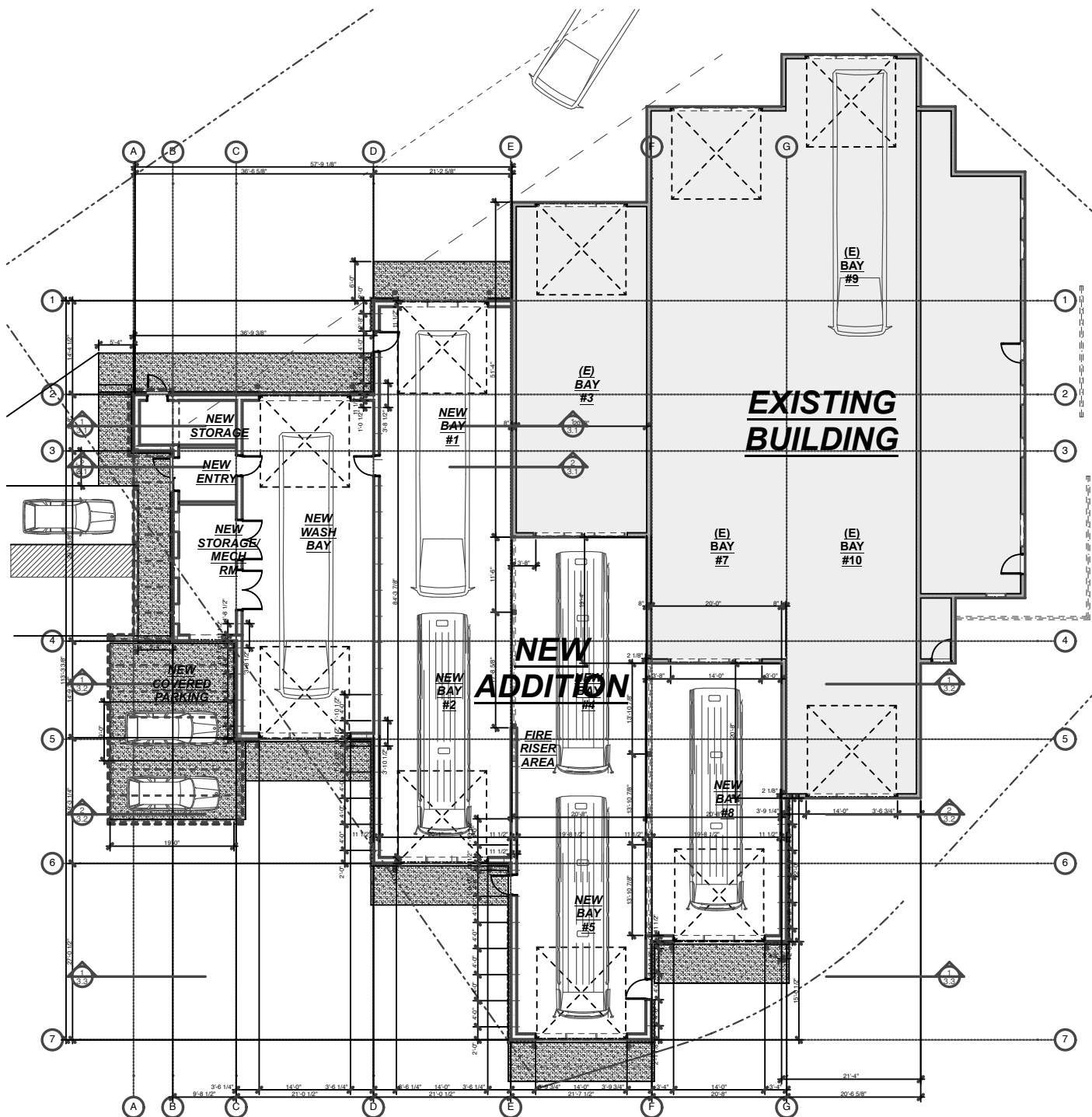
# NEW ADDITION



|                             |                  |
|-----------------------------|------------------|
| <b>EXISTING BLDG</b>        |                  |
| MAIN LEVEL                  | 6,368 SF         |
| UPPER LEVEL                 | 988 SF           |
| SUBTOTAL (EXISTING)         | 7,356 SF         |
| <b>NEW BLDG</b>             | 5,869 SF         |
| <b>TOTAL CONDITIONED SF</b> | <b>13,225 SF</b> |



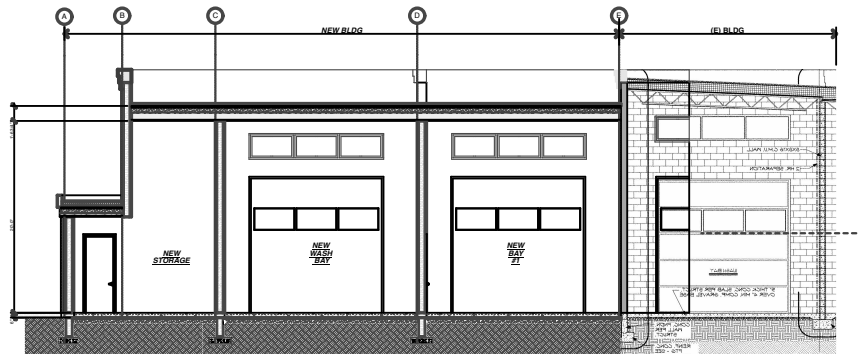
# NEW ADDITION



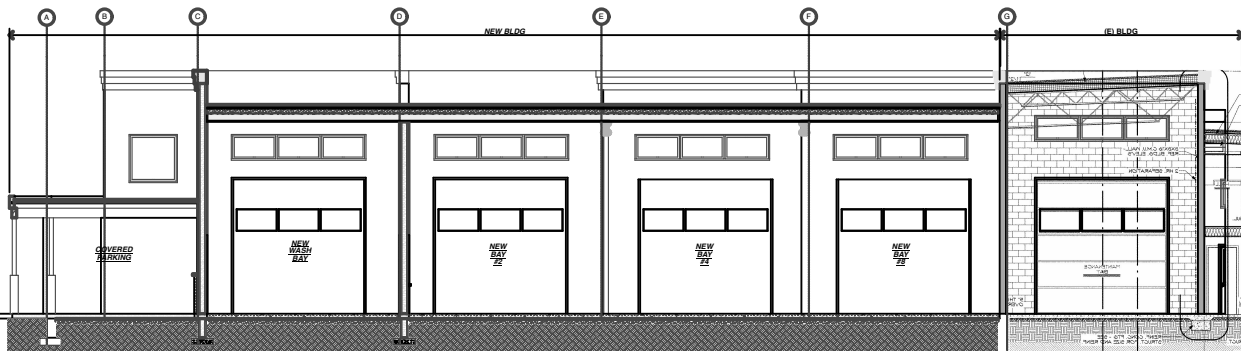


# NEW ADDITION

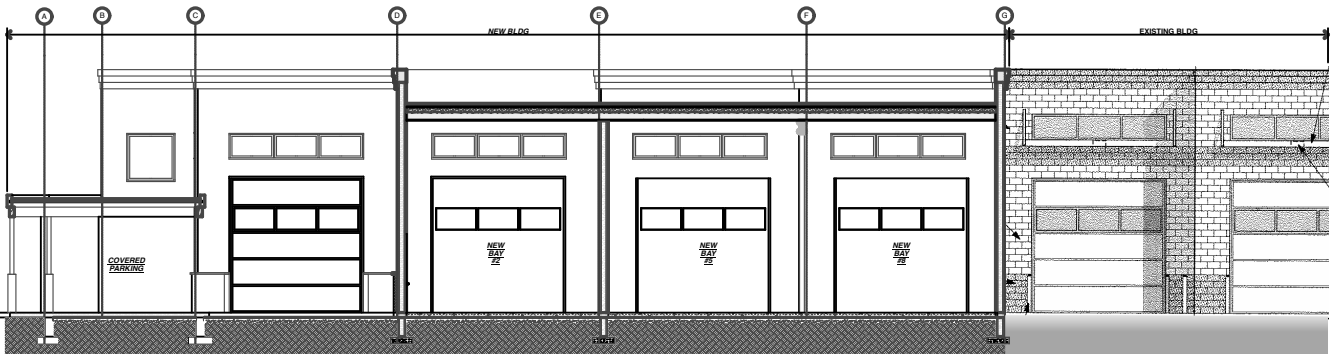
1



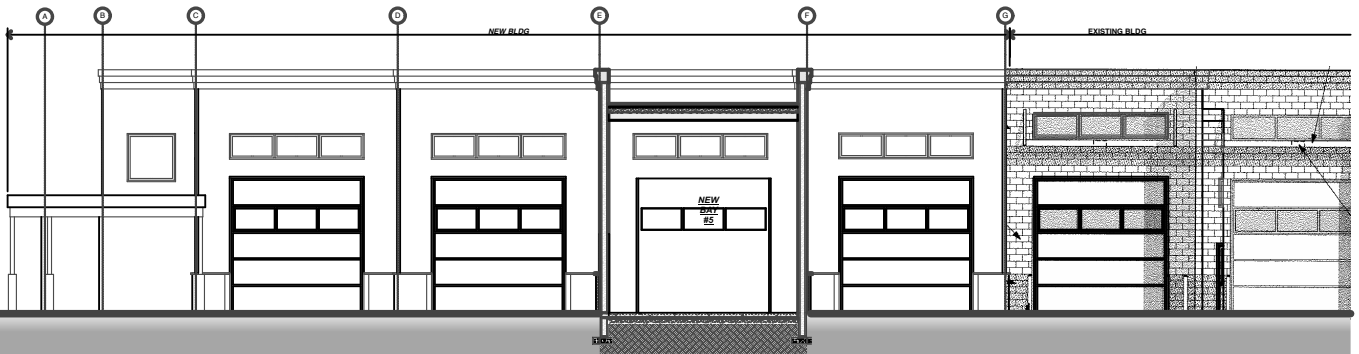
2



3



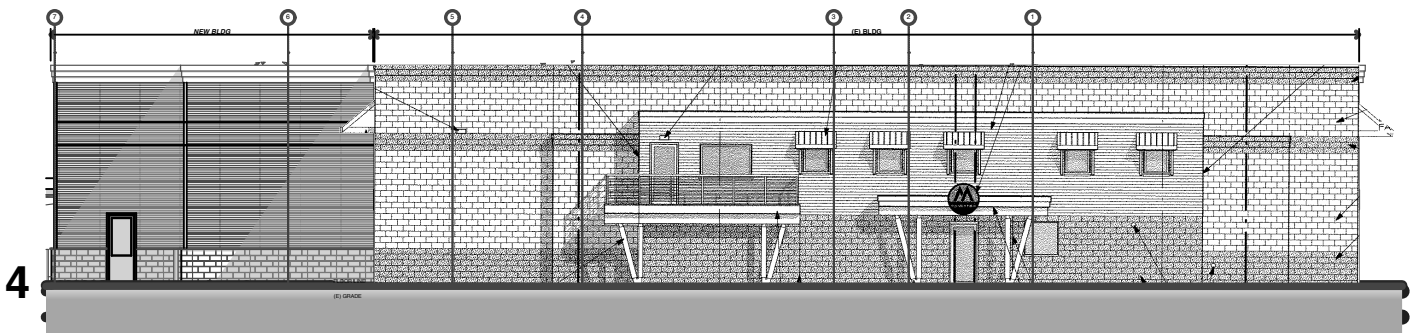
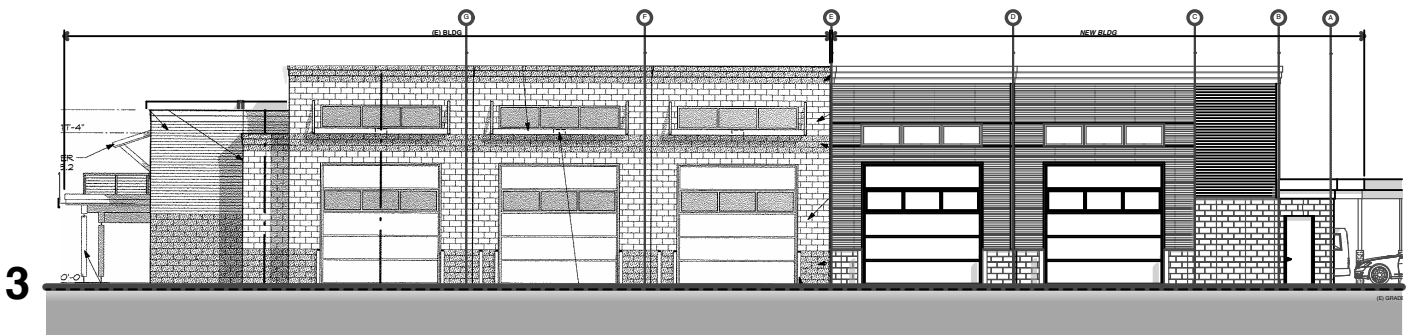
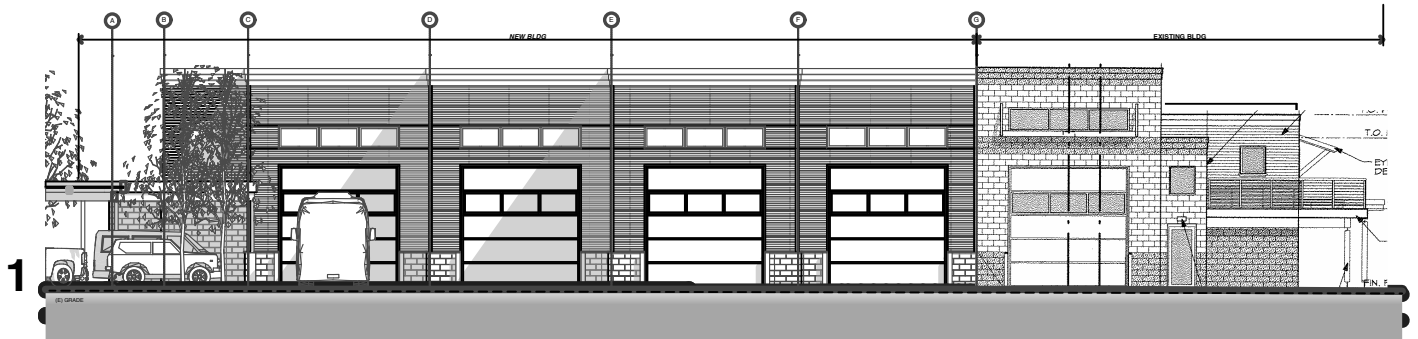
4







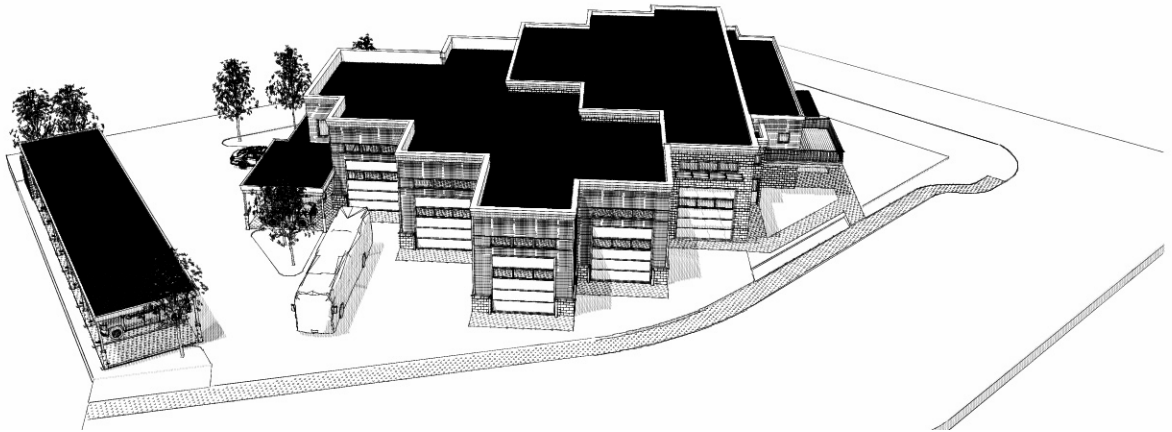
# NEW ADDITION





# NEW ADDITION

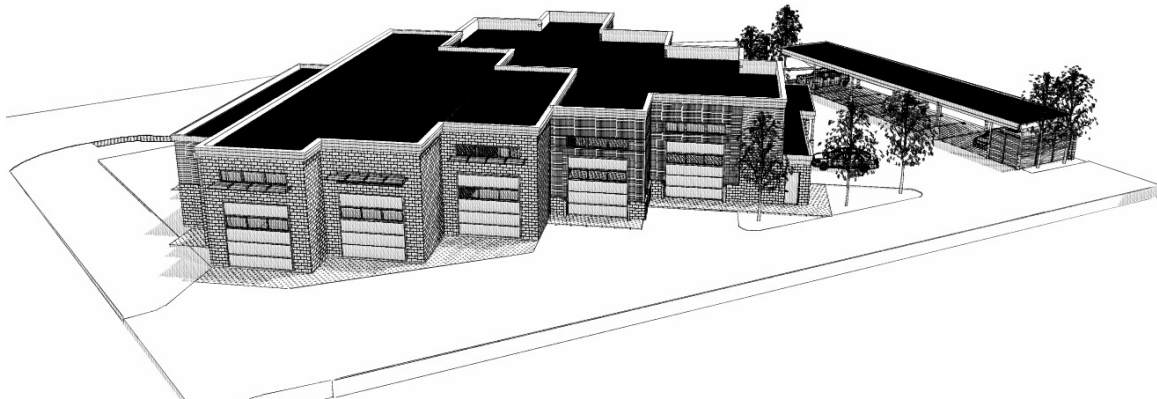
1



2

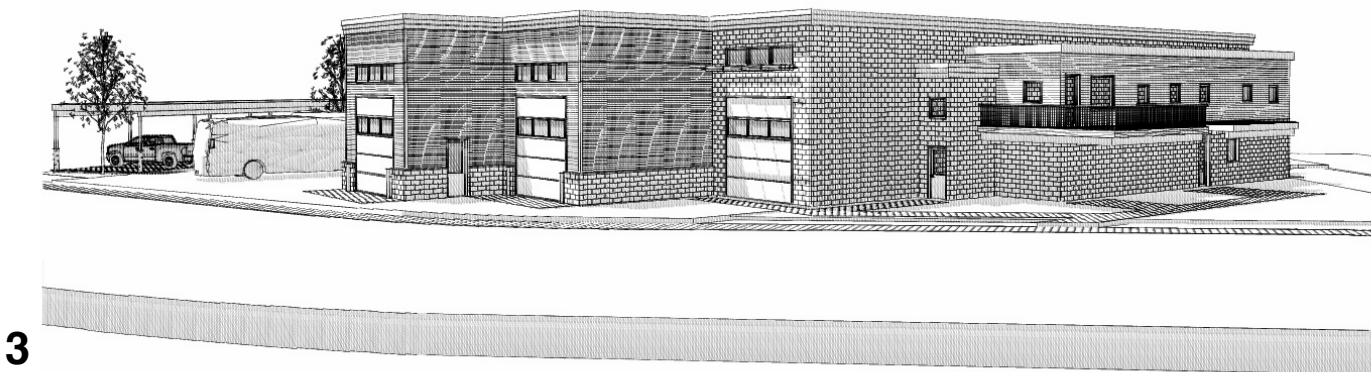
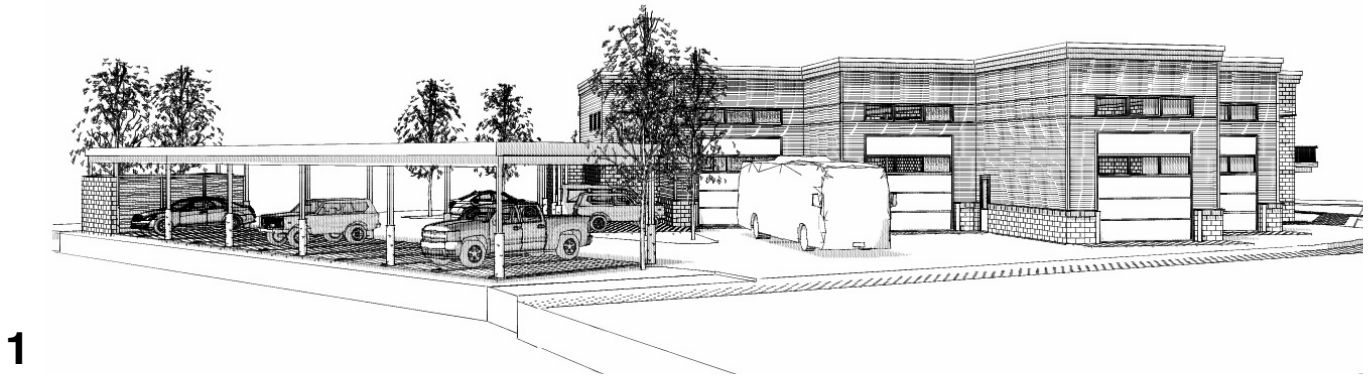


3





# NEW ADDITION







City of Ketchum

|                                                                                          |
|------------------------------------------------------------------------------------------|
| <b>Agency Name: Sun Valley Economic Development</b>                                      |
| <b>Project Name: FY24 Funding Request</b>                                                |
| <b>Contact Person: Harry Griffith</b>                                                    |
| <b>Address: POB 3893 Ketchum, ID 83340</b>                                               |
| <b>Email: <a href="mailto:harry@sunvalleyeconomy.org">harry@sunvalleyeconomy.org</a></b> |
| <b>Phone Number: 208-721-7847</b>                                                        |

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1 pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17<sup>th</sup>, with the readings as follows:
  - 1<sup>st</sup> – August 7<sup>st</sup> | 2<sup>nd</sup> – August 21 | 3<sup>rd</sup> – September 5<sup>th</sup>

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

- 
1. Amount requested for fiscal year 2024: \$ 15,000\_\_\_\_\_
  2. What percentage of your overall budget does the requested amount represent? 7\_\_\_ %  
Please submit a budget sheet for FY2022 and FY2023 that shows overall revenue and expenditures.
  3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Access to grant dollars from the Idaho Dept. of Commerce Rural ED Grant program would not be possible, and projected funding from the five other Blaine Co municipalities would be very difficult unless the City demonstrated leadership through this budget request. With the largest business community and employer base, Ketchum’s continued support is critical. In order to leverage more than the projected \$55k in Blaine Co. non-Ketchum public sector and \$60k in private sector funding, the City contribution plays a pivotal “key contributor” role.

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

1. Growth/expansion of the Sun Valley Culinary Institute programs & staff
2. \$25k grant recipient for Talent Pipeline Management needs and implementation assessment
3. Participation in Wood River Early Learning Collaborative
4. Delivery of economic data and analyses to inform public & private decision-making
5. Guidance to businesses on accessing external capital, succession planning and business plans.

An updated ROI calculation based on methodology used by other leading Idaho ED organization is attached.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

SVED delivers projects and programs that create economic value for Ketchum through:

1. More Jobs: Retain existing and attract new businesses
2. Improved Sales: Increase business traffic & reduce seasonality
3. Better Decision Making: Provide timely data & analysis on the local economy
4. Removing Obstacles: Improve the local business environment
5. Delivering Significant ROI: real and positive community-wide impact from sponsored projects & programs

A strategic plan and performance metrics for SVED's current fiscal year is attached.





**SUN VALLEY  
ECONOMIC  
DEVELOPMENT**

# SVED 2023 Strategic Plan

APPROVED

# 2023 Action Plan - Framework

| Performance Objective Number | Action Plan Category                                      | Strategic Categories    |
|------------------------------|-----------------------------------------------------------|-------------------------|
| 1                            | Business Attraction, Expansion, Retention and/or Creation | BUSINESS +              |
| 2                            |                                                           | HOUSING & ACCOMMIDATION |
| 3                            |                                                           | INFRASTRUCTURE          |
| 4                            |                                                           | WORKFORCE               |
| 5                            | Place Making                                              | RECREATION              |
| 6                            |                                                           | EVENTS                  |
| 7                            | Training                                                  | PROFESSIONAL            |
| 8                            |                                                           | OTHER                   |
| 9                            | Other                                                     | MEMBERSHIP              |
| 10                           |                                                           | FINANCIAL               |
| 11                           |                                                           | ORGANIZATIONAL          |

# Strategic Plan - Business Attraction, Creation, Expansion & Retention

|   | Potential Strategy                                             | Potential Tactics/Projects                                                                                   | Priority/<br>Weight<br>(3=Hi) | Potential Targets                                                                             |
|---|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------------------|
| 1 | Attract & recruit specific/<br>focused relocation leads        | Food & Beverage services<br>Small professional offices<br>Outdoor recreation startups                        | 3                             | New/existing restaurants/brands<br>Professional, PE, VCs, etc.<br>Ski, bike, etc              |
| 2 | Respond to Commerce RFPs                                       | As needed                                                                                                    | 2                             | Smaller low-infrastructure co's                                                               |
| 3 | Solicit & draft Idaho<br>incentive/other grant<br>applications | Tax Reimbursement Incentive (TRI)<br>Property Tax Exemption (PTE)<br>Advantage, STEP & other                 | 3                             | SUN FBO 2, etc<br>Steadfast Prop, etc.                                                        |
| 4 | Regular outreach to local<br>businesses and organizations      | Meetings & phone calls<br>Succession planning                                                                | 3                             | Commerce 75 list, minority business<br>Aging business owners                                  |
| 5 | Provide access to external<br>funding sources                  | SBA program applications<br>BBB grant applications<br>Other agency applications<br>Local grant applications  | 3                             | SBA loan application candidates<br>Seminars & grant support<br>Advise on other grant programs |
| 6 | Community education &<br>advocacy                              | Prepare periodic economic analyses<br>Publish membership newsletters<br>Advocate on critical business issues | 3                             | Quarterly issuance<br>Monthly issuance<br>Regultry issues, LOT, new technology                |

# Strategic Plan - Housing/Accommodation & Infrastructure

|   | Potential Strategy                     | Potential Tactics/Projects                                                                                                                           | Priority/<br>Weight<br>(3=Hi) | Potential Targets                                                                                                                                                       |
|---|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Community Education & Advocacy         | Affordable, Middle Income, Professional Multi-family, Tiny Home, other<br>Regulatory policy changes<br>Increase supply incentives<br>LOT for housing | 3                             | Analysis, tracking & reporting<br>Steadfast, ARCH, other<br>Height, density, other zoning policies<br>Property Tax Exemption improvement<br>Analysis for ballot measure |
| 2 | Increase Accessible Rental Options     | Long-term rental incentive policies<br>Short Term Rental market analysis                                                                             | 2                             | Rent rates, residency restrictions<br>Incentivize ST>LT rental conversion                                                                                               |
| 3 | Expand Accommodation & Lodging Options | Hotel projects<br>Support WR Tourism & Lodging Coalitions                                                                                            | 2                             | Marriott Signature, Harriman, etc<br>ExCo participation & data analysis                                                                                                 |
| 4 | Expand Sustainability Infrastructure   | Sustainability Committee participation<br>Baldy Forest Health participation<br>Identify & share grant opportunities                                  | 2                             | Support lead organization efforts                                                                                                                                       |
| 5 | Improve Transportation Systems         | Increase SUN access & capabilities<br>Improve Commuting/Public Transit                                                                               | 1                             | Support lead organization efforts                                                                                                                                       |

# Strategic Plan - Workforce

|   | Potential Strategy                | Potential Tactics/Projects                                                                        | Priority/<br>Weight<br>(3=Hi) | Potential Targets                                                                                       |
|---|-----------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------|
| 1 | Improve Vocational Pathways       | Leverage TPM® infrastructure<br>Build Apprenticeship programs<br>Create Internship/other programs | 3                             | Inventory business needs<br>SV Culinary Institute, Const/Trades<br>Engage local educators & NFPs        |
| 2 | Expand Childcare Options          | Increase existing capacity<br>Develop new capacity                                                | 2                             | Early Youth Educational committee<br>participation                                                      |
| 3 | Attract Talent                    | Quality of Place marketing<br>Remote worker marketing<br>Corporate event leverage                 | 1                             | New QOP metrics & campaign<br>Friends & family, trailing spouses, etc<br>Enhance experiences & exposure |
| 4 | Community Education &<br>Advocacy | Living wage/ALICE analysis<br>Labor statistics analysis                                           | 1                             | Support lead organization efforts<br>Analyze workforce gaps                                             |

# Strategic Plan - Place Making/Training/Other

|   | Potential Strategy                           | Potential Tactics/Projects                                                                       | Priority/<br>Weight<br>(3=Hi) | Potential Targets                                                                              |
|---|----------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------|
| 1 | Increase recreational assets & opportunities | Grow Sun Valley Culinary Institute<br>Baldy Forest Health participation<br>Develop new RV parks  | 3                             | Increase BCSD & rest. engagement<br>Private land match applications<br>Parcel advocacy         |
| 2 | Deliver SVED Community Events                | Conduct 1-3 Forums and/or Summit<br>Implement social media program                               | 3                             | Keynote speakers, vibrant themes<br>LinkedIn, etc                                              |
| 3 | Improve SVED team skills & influence         | Increased IEDA engagement<br>RIVDA Loan Board participation                                      | 2                             | Participate in Legislative committee<br>Conduct SBA regional loan reviews                      |
| 4 | Expand Membership rooster                    | Improve member value proposition<br>Sustain participating membership<br>Broadcast SVED successes | 3                             | Adjust membership benefits<br>Achieve 75 business outreach target<br>ROI methodology           |
| 5 | Maintain/improve Financial Performance       | Optimize P&L performance<br>Secure additional grants<br>Optimize EIDL loan                       | 3                             | Positive Summit & overall P&L<br>iWDC/other program admin. fees<br>Secure incremental interest |
| 6 | Optimize organizational Structure            | Evaluate collaboration alternatives<br>Refresh Board<br>Access additional work capacity          | 3                             | Other NFPs<br>Diversity & new blood<br>Board volunteers, interns, othe                         |

# SVED 2023 Performance Criteria

| ANNUAL PERFORMANCE CRITERIA (DRAFT) |                                            |                                                                                                                                                                          |                          |                     |     |
|-------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------|-----|
| Performance Objective Number        | Action Plan Category                       | Performance Criteria/Assessment                                                                                                                                          | Target Date for Delivery | Weight (1=lo, 3=hi) | %   |
| 1                                   | Business Attraction, Retention & Expansion | Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, local impacts & doability; support with provision of timely advise/ data | 30-Dec-23                | 3                   | 13% |
| 2                                   |                                            | Advocate for and/or support five (5) local businesses with economic development objectives and/or with government incentive programs.                                    | 30-Dec-23                | 3                   | 13% |
| 3                                   |                                            | Develop/support workforce housing project implementation                                                                                                                 | 30-Dec-23                | 3                   | 13% |
| 4                                   |                                            | Participate in five (5) tourism/hospitality-related expansion activites/programs                                                                                         | 30-Dec-23                | 2                   | 8%  |
| 5                                   |                                            | Support expansion of professional & other programs at Sun Valley Culinary Institute                                                                                      | 30-Dec-23                | 2                   | 8%  |
| 6                                   | Place Making                               | Provide strategic and/or analytical support to three (3) community events, organizations and/or networks                                                                 | 30-Dec-23                | 1                   | 4%  |
| 7                                   |                                            | Deliver three (3) community educational events                                                                                                                           | 30-Nov-23                | 2                   | 8%  |
| 8                                   |                                            | Conduct a minimum of six (6) annual conversations with each local government/representative                                                                              | 30-Dec-23                | 2                   | 8%  |
| 9                                   | Training                                   | Particpate in eight (8) community economic development seminars, conferences, networking, webinar and/or other events                                                    | 30-Dec-23                | 1                   | 4%  |
| 10                                  | Other                                      | Outreach to eight (8) local businesses/organizations per month                                                                                                           | 30-Dec-23                | 3                   | 13% |
| 11                                  |                                            | Secure seven (7) new or lapsed members, and maintain YE membership of 75                                                                                                 | 30-Dec-23                | 2                   | 8%  |
| 12                                  |                                            | Maintain three (3) year ROI of at least \$5 delivered for each \$1 invested by community                                                                                 | 30-Dec-23                | 3                   | 13% |
| 13                                  |                                            | Deliver positive YE net operating income                                                                                                                                 | 30-Dec-23                | 3                   | 13% |

**Sun Valley Economic Development, Inc.**  
**FY 2022 ACTUALS**  
 January - December 2022

|                               | FY22              |                   |
|-------------------------------|-------------------|-------------------|
|                               | Actual            | Budget            |
| <b>Income</b>                 |                   |                   |
| Income                        |                   |                   |
| Events                        |                   |                   |
| Summit                        |                   |                   |
| Registrations                 | 5,175             | 7,500             |
| Sponsorships                  | 2,100             | 7,500             |
| <b>Total Summit</b>           | <b>\$ 7,275</b>   | <b>\$ 15,000</b>  |
| <b>Total Events</b>           | <b>\$ 7,275</b>   | <b>\$ 15,000</b>  |
| Grant Income                  |                   |                   |
| Idaho Power                   |                   | 2,500             |
| IWDC Grant Incoe (Restricted) | 3,125             |                   |
| Other Grant Income            | 1,000             |                   |
| State Dept of Commerce        | 27,200            | 24,150            |
| <b>Total Grant Income</b>     | <b>\$ 31,325</b>  | <b>\$ 26,650</b>  |
| Private Sector                |                   |                   |
| Membership                    | 51,150            | 40,000            |
| <b>Total Private Sector</b>   | <b>\$ 51,150</b>  | <b>\$ 40,000</b>  |
| Public Sector                 |                   |                   |
| Blaine County                 |                   | 30,000            |
| Hailey                        | 3,000             | 4,000             |
| Ketchum                       | 10,000            | 10,000            |
| Kura                          | 15,000            | 15,000            |
| Sun Valley                    | 7,500             | 8,500             |
| <b>Total Public Sector</b>    | <b>\$ 35,500</b>  | <b>\$ 67,500</b>  |
| <b>Total Income</b>           | <b>\$ 125,250</b> | <b>\$ 149,150</b> |
| Interest Income               | 5                 | 12                |
| z In Kind Revenue & Services  | 15,800            | 15,000            |
| <b>Total Income</b>           | <b>\$ 141,055</b> | <b>\$ 164,162</b> |
| <b>Gross Profit</b>           | <b>\$ 141,055</b> | <b>\$ 164,162</b> |
| <b>Expenses</b>               |                   |                   |
| Expenses                      |                   |                   |
| Project Expenses              |                   |                   |
| Forums & Meetings             | 0                 |                   |
| Incubation                    |                   |                   |
| Culinary                      | 1,000             |                   |
| <b>Total Incubation</b>       | <b>\$ 1,000</b>   | <b>\$ 0</b>       |
| <b>Total Project Expenses</b> | <b>\$ 1,000</b>   | <b>\$ 0</b>       |
| <b>Total Expenses</b>         | <b>\$ 1,000</b>   | <b>\$ 0</b>       |
| Office Administration         |                   |                   |
| Accounting                    |                   |                   |

Late Receipt; included in 2023 financials



|                                       |                   |                   |
|---------------------------------------|-------------------|-------------------|
| General Accounting                    | 4,223             | 3,600             |
| Tax Preparation                       | 1,077             | 1,200             |
| <b>Total Accounting</b>               | <b>\$ 5,299</b>   | <b>\$ 4,800</b>   |
| Bank Costs                            | 855               | 600               |
| Dues & Subscriptions                  | 759               | 350               |
| Other Fees & Service                  | 2,687             | 1,700             |
| <b>Total Office Administration</b>    | <b>\$ 9,601</b>   | <b>\$ 7,450</b>   |
| <b>Operating Expenses</b>             |                   |                   |
| <b>Compensation</b>                   |                   |                   |
| <b>Executive Director</b>             |                   |                   |
| Base                                  | 100,000           | 98,663            |
| Bonus                                 | 8,530             | 9,733             |
| <b>Total Executive Director</b>       | <b>\$ 108,530</b> | <b>\$ 108,396</b> |
| <b>Total Compensation</b>             | <b>\$ 108,530</b> | <b>\$ 108,396</b> |
| Consulting                            | 7,209             | 8,000             |
| Marketing                             | 5,806             | 5,500             |
| Professional Fees                     |                   | 200               |
| Training                              | 535               | 500               |
| Travel, Meals & Entertainment Expense | 5,665             | 5,000             |
| Web Site                              | 390               | 1,000             |
| <b>Total Operating Expenses</b>       | <b>\$ 128,135</b> | <b>\$ 128,596</b> |
| Uncategorized Expense                 |                   | 535               |
| <b>Total Expenses</b>                 | <b>\$ 138,737</b> | <b>\$ 136,581</b> |
| <b>Net Operating Income</b>           | <b>\$ 2,319</b>   | <b>\$ 27,581</b>  |
| <b>Other Expenses</b>                 |                   |                   |
| In-Kind Revenue & Services            | 15,800            | 15,000            |
| Loans Repayment & Miscellaneous       | 0                 | 1,905             |
| <b>Total Other Expenses</b>           | <b>\$ 15,800</b>  | <b>\$ 16,905</b>  |
| <b>Net Other Income</b>               | <b>\$ -15,800</b> | <b>\$ -16,905</b> |
| <b>Net Income</b>                     | <b>\$ -13,481</b> | <b>\$ 10,676</b>  |

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis

**Sun Valley Economic Development, Inc.**  
**FY 2023 Budget APPROVED**  
 January - December

|                               | <b>Approved<br/>FY23<br/>Budget</b> |
|-------------------------------|-------------------------------------|
| <b>Income</b>                 |                                     |
| Income                        |                                     |
| Events                        |                                     |
| Summit                        |                                     |
| Registrations                 | \$ 2,000                            |
| Sponsorships                  | \$ 7,500                            |
| Total Summit                  | <b>\$ 9,500</b>                     |
| Total Events                  | <b>\$ 9,500</b>                     |
| Grant Income                  |                                     |
| Idaho Power                   |                                     |
| IWDC Grant Incoe (Restricted) | \$ 21,875                           |
| Other Grant Income            | \$ 1,000                            |
| State Dept of Commerce        | \$ 24,100                           |
| Total Grant Income            | <b>\$ 46,975</b>                    |
| Private Sector                |                                     |
| Membership                    | \$ 60,000                           |
| Total Private Sector          | <b>\$ 60,000</b>                    |
| Public Sector                 | \$ -                                |
| Blaine County                 | \$ 55,000                           |
| Hailey                        | \$ 3,000                            |
| Ketchum                       | \$ 15,000                           |
| Kura                          | \$ 5,000                            |
| Sun Valley                    | \$ 6,500                            |
| Total Public Sector           | <b>\$ 84,500</b>                    |
| <b>Total Income</b>           | <b>\$ 200,975</b>                   |
| Interest Income               | \$ 2,800                            |
| z In Kind Revenue & Services  | \$ 18,000                           |
| <b>Total Income</b>           | <b>\$ 221,775</b>                   |
| <b>Gross Profit</b>           | <b>\$ 221,775</b>                   |
| <b>Expenses</b>               |                                     |
| Expenses                      |                                     |
| Project Expenses              |                                     |
| Forums & Meetings             | \$ 10,000                           |
| Incubation                    |                                     |
| Culinary                      | \$ 1,000                            |
| Total Incubation              | <b>\$ 1,000</b>                     |
| Total Project Expenses        | <b>\$ 11,000</b>                    |
| <b>Total Expenses</b>         | <b>\$ 11,000</b>                    |
| Office Administration         | \$ -                                |
| Accounting                    |                                     |

|                                       |                   |
|---------------------------------------|-------------------|
| General Accounting                    | \$ 5,000          |
| Tax Preparation                       | \$ 1,500          |
| <b>Total Accounting</b>               | <b>\$ 6,500</b>   |
| Bank Costs                            | \$ 900            |
| Dues & Subscriptions                  | \$ 1,000          |
| Other Fees & Service                  | \$ 3,000          |
| <b>Total Office Administration</b>    | <b>\$ 24,400</b>  |
| <b>Operating Expenses</b>             |                   |
| Compensation                          |                   |
| Executive Director                    |                   |
| Base                                  | \$ 100,000        |
| Bonus                                 | \$ 10,000         |
| <b>Total Executive Director</b>       | <b>\$ 110,000</b> |
| <b>Total Compensation</b>             | <b>\$ 110,000</b> |
| Consulting                            | \$ 29,875         |
| Marketing                             | \$ 10,000         |
| Professional Fees                     | \$ 200            |
| Training                              | \$ 800            |
| Travel, Meals & Entertainment Expense | \$ 5,300          |
| Web Site                              | \$ 1,600          |
| <b>Total Operating Expenses</b>       | <b>\$ 157,775</b> |
| Uncategorized Expense                 | \$ -              |
| <b>Total Expenses</b>                 | <b>\$ 193,175</b> |
| <b>Net Operating Income</b>           | <b>\$ 28,600</b>  |
| <b>Other Expenses</b>                 |                   |
| In-Kind Revenue & Services            | \$ 18,000         |
| Loans Repayment & Miscellaneous       | \$ 4,572          |
| <b>Total Other Expenses</b>           | <b>\$ 22,572</b>  |
| <b>Net Other Income</b>               | <b>\$ 6,028</b>   |
| <b>Net Income</b>                     | <b>\$ 6,028</b>   |

Thursday, Feb 09, 2023 12:03:40 PM GMT-8 - Accrual Basis



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city has coordinated with the Idaho Department of Transportation for the installation of sidewalks from Serenade to Gem Street.
- Undergrounding the current aerial power lines will enable the maximum space for the new sidewalks
- Undergrounding from Serenade to approx. Weyyakin Drive will enhance the entrance into town as well as the historic nature of the Reinheimer Ranch

Policy Analysis and Background (non-consent items only):

The city has been coordinating with the Idaho Transportation Department over the last several years regarding the concept design for roadway and pedestrian improvements from Elkhorn to River Street. The new roadway will create sidewalks on both sides of Highway 75 from Serenade to River Street with accompanying dedicated bike lanes.

Currently, there are aerial powerlines from Gem Street south to the Big Wood River bridge. Undergrounding the powerlines from the area where the new sidewalk will be placed (Gem Street to Serenade) is desired which is estimated at \$486,314. In addition, undergrounding from the lines from Serenade to the trees before Weyyakin Drive to provide an improved visual entrance into Ketchum (estimated costs \$413,686).

The city is proposing a cost share agreement with the URA. The URA portion would be applied to actual costs incurred only for the portion of Gem to Serenade as it is contained within the KURA district boundary. Idaho Power would like to enter into a reimbursement agreement with the city that would require a \$200,000 payment by October 31, 2023, and \$800,000 by the same date of 2024. These amounts include a \$100,000 contingency amount and might not be necessary once detailed engineering has occurred.

Sustainability Impact:

Undergrounding powerlines reduces likelihood of service disruptions.

Financial Impact:

None OR Adequate funds exist in account:

- Adequate funds exists in the approved FY24 and FY25 Capital Improvement Plan for power undergrounding.
- Adequate funds exists through current fiscal year CIP power ungrounding unspent funds (\$100,000), FY24 budgeted at \$150,000 and FY25 at \$180,000. A modest adjustment would need to be made to FY25 to cover final city obligation.

Attachments:

1. Idaho Power Agreement #22882

**UNDERGROUND RELOCATION FUNDING AGREEMENT 22882  
IDAHO POWER COMPANY  
CITY OF KETCHUM**

THIS UNDERGROUND RELOCATION FUNDING AGREEMENT (“Agreement”) is made and entered into this 12<sup>th</sup> day of September 2023, between Idaho Power Company, hereinafter referred to as "IPC" and the City of Ketchum, hereinafter referred to as the "City". IPC and the City are sometimes referred to herein individually as a “Party” or together as the “Parties”.

**RECITALS:**

- A. The Idaho Transportation Department (“ITD”) is planning a Highway 75 road improvement project running from Elkhorn Road north to River Street in the City of Ketchum (“Highway 75 Project”).
- B. IPC owns and operates an overhead distribution line located along the east side of Highway 75 from approximately Elkhorn Road north to Gem Street that will need to be relocated further to the east for the Highway 75 Project. (Most of the subject IPC distribution line is currently located within the existing Highway 75 road right-of-way, but portions of the distribution line are located on adjacent private lands outside the existing Highway 75 road right-of-way.)
- C. IPC plans to relocate the subject distribution line overhead-to-overhead for the Highway 75 Project, following its standard overhead construction procedures. However, the City has requested that IPC relocate a portion of the distribution line underground approximately from Serenade Lane north to Gem Street, as shown on the drawing attached hereto as Exhibit A (the “Highway 75 Distribution Line”).
- D. As part of IPC’s undergrounding work, the City has also requested that IPC bury the existing IPC overhead distribution line located along Serenade Lane, also as shown on Exhibit A (the “Serenade Lane Distribution Line”). The Highway 75 Distribution Line and Serenade Lane Distribution Line are referred to together herein as the “Distribution Lines”, and the burial of the Distribution Lines is referred to as the “Distribution Line Burial Project”.
- E. IPC is able to proceed with the Distribution Line Burial Project at the City’s cost under the terms and conditions set forth in this Agreement.

**AGREEMENT:**

NOW, THEREFORE, on the basis of the foregoing Recitals, and in consideration of the mutual covenants and commitments set forth herein, the Parties agree as follows:

1. **Phase I of Distribution Line Burial Project.** The first phase of the Distribution Line Burial Project will consist of IPC burying the Serenade Lane Distribution Line, including installing devices and other equipment that will facilitate the burial of the Highway 75 Distribution Line (“Phase I”).

a. IPC will provide a cost estimate for the Phase I work to the City by July 31, 2023 (“Phase I Cost Estimate”).

**2. Phase II of Distribution Line Burial Project.** The second phase of the Distribution Line Burial Project will consist of IPC relocating and burying the Highway 75 Distribution Line (“Phase II”). IPC will provide a cost estimate for the Phase II work to the City by July 31, 2023, based on the following three cost estimates.

a. IPC’s cost estimate for relocating the Highway 75 Distribution Line overhead-to-overhead \$517,166.30

b. IPC’s cost estimate for relocating the Highway 75 Distribution Line overhead-to-underground \$1,444,798.65.

c. IPC’s incremental cost estimate, representing the cost difference between the Overhead Cost Estimate and the Underground Cost Estimate \$927,632.35.

**3. City Review of Project Cost Estimate.** The City will review the Phase I Cost Estimate and Phase II Cost Estimate (together, the “Project Cost Estimate”) and confirm to IPC by August 31, 2023 whether the City wishes to proceed with the Distribution Line Burial Project.

**4. Project Timeline.** If the City confirms its request for IPC to proceed with the Distribution Line Burial Project by August 31, 2023, the Parties will follow the following timeline for the Distribution Line Burial Project:

a. Phase I: The City will pay IPC the Phase I Cost Estimate by October 31, 2023 and IPC will complete the Phase I work by December 1, 2024, subject to the terms of Section 4(d) below.

b. Phase II: The City will pay IPC the Phase II Cost Estimate by October 31, 2024 and IPC will complete the Phase II work by December 1,, 2025, subject to the terms of Section 4(d) below.

c. After IPC has completed Phase I and Phase II (“Project Completion”), IPC will provide a statement to the City showing the total actual cost of the Phase I and Phase II work (“Total Actual Cost”). If the Total Actual Cost is greater than the Project Cost Estimate, the City will pay the difference to IPC within thirty (30) days after IPC presents the statement of Total Actual Cost to the City. If the Total Actual Cost is less than the Project Cost Estimate, IPC will refund the difference to the City within thirty (30) days after IPC presents the statement of Total Actual Cost to the City.

d. The Parties understand that the IPC Phase I and Phase II construction schedules set forth in this Section 4 represent the Company’s current best estimates for the Distribution Line Burial Project work, but the work schedule is subject to change due to changes in the timing of the ITD Project, weather, working conditions, availability of labor and materials, and other factors relating to the work. The Company will communicate any material changes to the Phase I and Phase II construction schedules to the City on a timely basis.

e. The parties further understand that IPC's Total Actual Costs under this Agreement may be greater or lesser than IPC's Project Cost Estimate, based on the actual costs of labor and materials and other costs related to the Distribution Line Burial Project.

f. IPC will follow its standard procedures for calculating estimated costs and actual costs under this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters. The Parties acknowledge and agree that the terms of this Agreement are consistent with the Ketchum – Idaho Power Company Franchise Agreement.

6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the statutes, laws, legal decisions and rules and regulations of the State of Idaho.

7. **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.

8. **Amendment.** No amendment of this Agreement shall be effective unless the amendment is in writing, signed by all of the Parties.

9. **Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. An executed version of this Agreement which has been signed and transmitted by facsimile or other electronic or mechanical means shall be deemed an original.

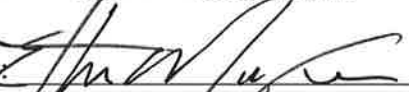
10. **Other Documents.** The Parties agree to execute and deliver such other documents as may be necessary or desirable to carry out the purposes of this Agreement.

11. **Authority and Approval to Execute.** The signatories hereto represent and warrant that they have the authority and approval to execute this Agreement on behalf of the entities which are Parties to this Agreement and the Parties hereto so stipulate.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective on the date set forth above.

**IDAHO POWER COMPANY**

**CITY OF KETCHUM**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Ethan Morgan

Name: \_\_\_\_\_

Title: Project Manager

Title: \_\_\_\_\_

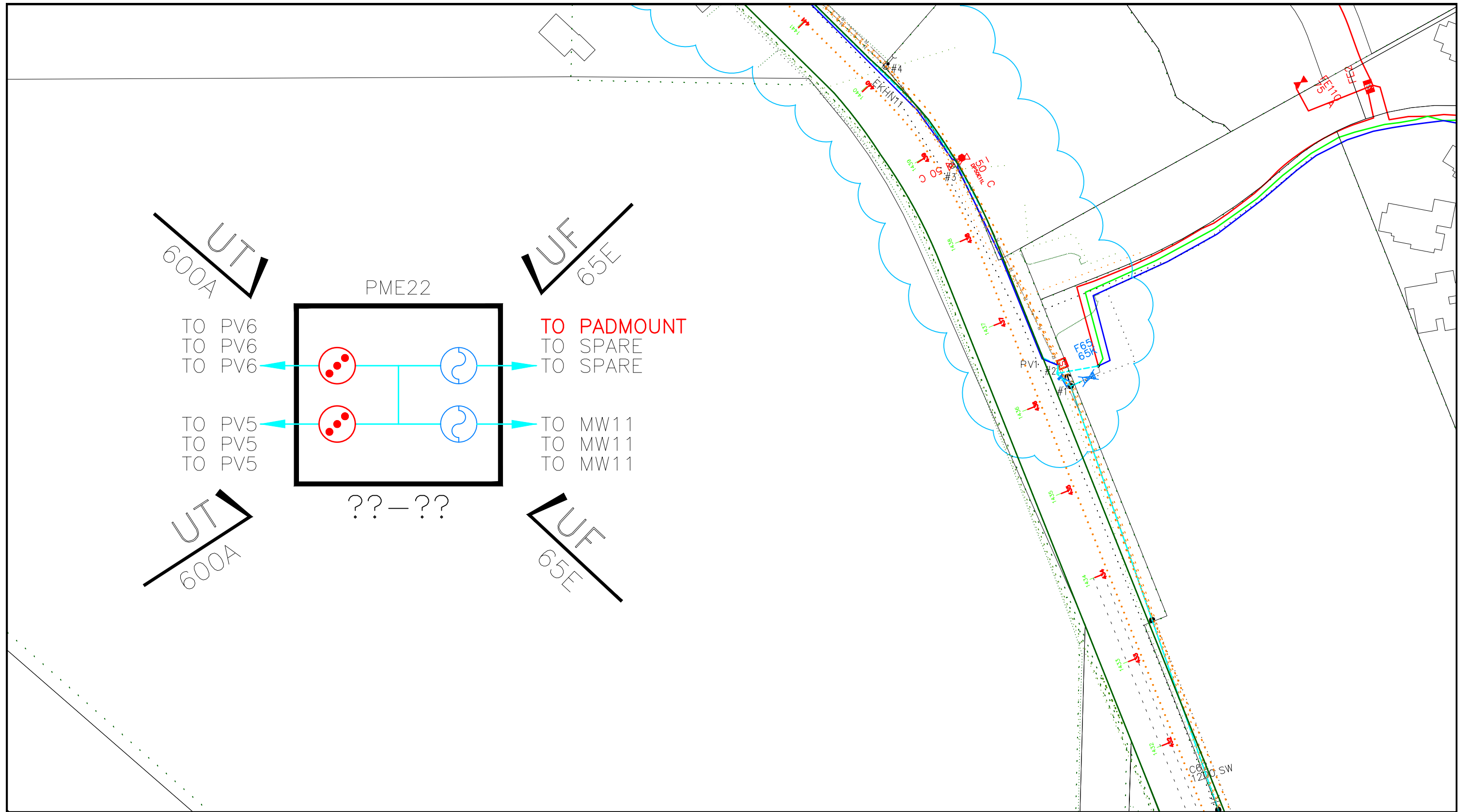


City of Ketchum Estimate

|                                   | OH to OH             | OH to UG             |
|-----------------------------------|----------------------|----------------------|
| Labor                             | \$ 265,802.66        | \$ 574,617.91        |
| Equipment                         | \$ 53,676.27         | \$ 59,759.07         |
| <u>Material</u>                   | <u>\$ 251,119.82</u> | <u>\$ 871,892.47</u> |
| Subtotal                          | \$ 570,598.74        | \$ 1,506,269.46      |
| ITD Responsibility                | \$ (53,432.45)       | \$ (61,470.81)       |
| Total                             | \$ 517,166.30        | \$ 1,444,798.65      |
| Difference between OH and UG Est. | \$ 927,632.35        |                      |
| <br>                              |                      |                      |
| *Cust Responsibility              | <b>\$ 927,632.35</b> |                      |
| <br>                              |                      |                      |
| 4.a. Phase 1                      | \$ 227,632.35        |                      |
| 4.b. Phase 2                      | \$ 700,000.00        |                      |
| 4.c. Completion                   | \$                   |                      |
|                                   | <u>\$ 927,632.35</u> |                      |






\* Pending ITD agreement and if total exceeds \$1 million, final amount eligible for tax gross up.


**EXHIBIT A**  
**DISTRIBUTION LINE DEPICTION**



|                                                |  |                           |  |                           |  |                 |  |                                |  |
|------------------------------------------------|--|---------------------------|--|---------------------------|--|-----------------|--|--------------------------------|--|
| Job Title:<br><b>SH-75 ELKHORN TO RIVER RD</b> |  | SWPP: ---                 |  | TIMES SCALE 0 1 2 3 4     |  | Customer: _____ |  | Date: _____                    |  |
| Additional Description:<br><b>UG ESTIMATE</b>  |  | Feeder Map File Name: --- |  | Surveyed or GPS: ---      |  | FDR By: ---     |  | Designer: <b>GLH1606</b>       |  |
| Additional Description:<br>---                 |  | Qua Twn Rng Sec           |  | Joint Use Attachment: --- |  | Date: ---       |  | Design No: <b>0000165392</b>   |  |
|                                                |  | State County              |  | Pre-Built Date: ---       |  | ArcFM By: ---   |  | Work Order No: <b>27624982</b> |  |
|                                                |  | ---                       |  | Built as Designed: ---    |  | Date: ---       |  |                                |  |
|                                                |  |                           |  | Construction Date: ---    |  |                 |  |                                |  |
|                                                |  |                           |  | Operating Voltage: ---    |  |                 |  |                                |  |



-  ARRESTER
-  UT-CLOSED
-  UT-OPEN
-  UTF
-  UF

|                                                |  |                           |  |                           |  |                                                                                       |  |               |  |                                |  |
|------------------------------------------------|--|---------------------------|--|---------------------------|--|---------------------------------------------------------------------------------------|--|---------------|--|--------------------------------|--|
| Job Title:<br><b>SH-75 ELKHORN TO RIVER RD</b> |  | SWPP: ---                 |  | TIMES SCALE 0 1 2 3 4     |  | Customer: _____                                                                       |  | Date: _____   |  |                                |  |
| Additional Description:<br><b>UG ESTIMATE</b>  |  | Feeder Map File Name: --- |  | Surveyed or GPS: ---      |  |  |  | FDR By: ---   |  | Designer: <b>GLH1606</b>       |  |
| Additional Description:<br>---                 |  | Qua Twn Rng Sec           |  | Joint Use Attachment: --- |  |                                                                                       |  | Date: ---     |  | Design No: <b>0000165392</b>   |  |
|                                                |  | State County              |  | Pre-Built Date: ---       |  |                                                                                       |  | ArcFM By: --- |  | Work Order No: <b>27624982</b> |  |
|                                                |  |                           |  | Construction Date: ---    |  |                                                                                       |  |               |  |                                |  |
|                                                |  |                           |  | Operating Voltage: ---    |  |                                                                                       |  |               |  |                                |  |

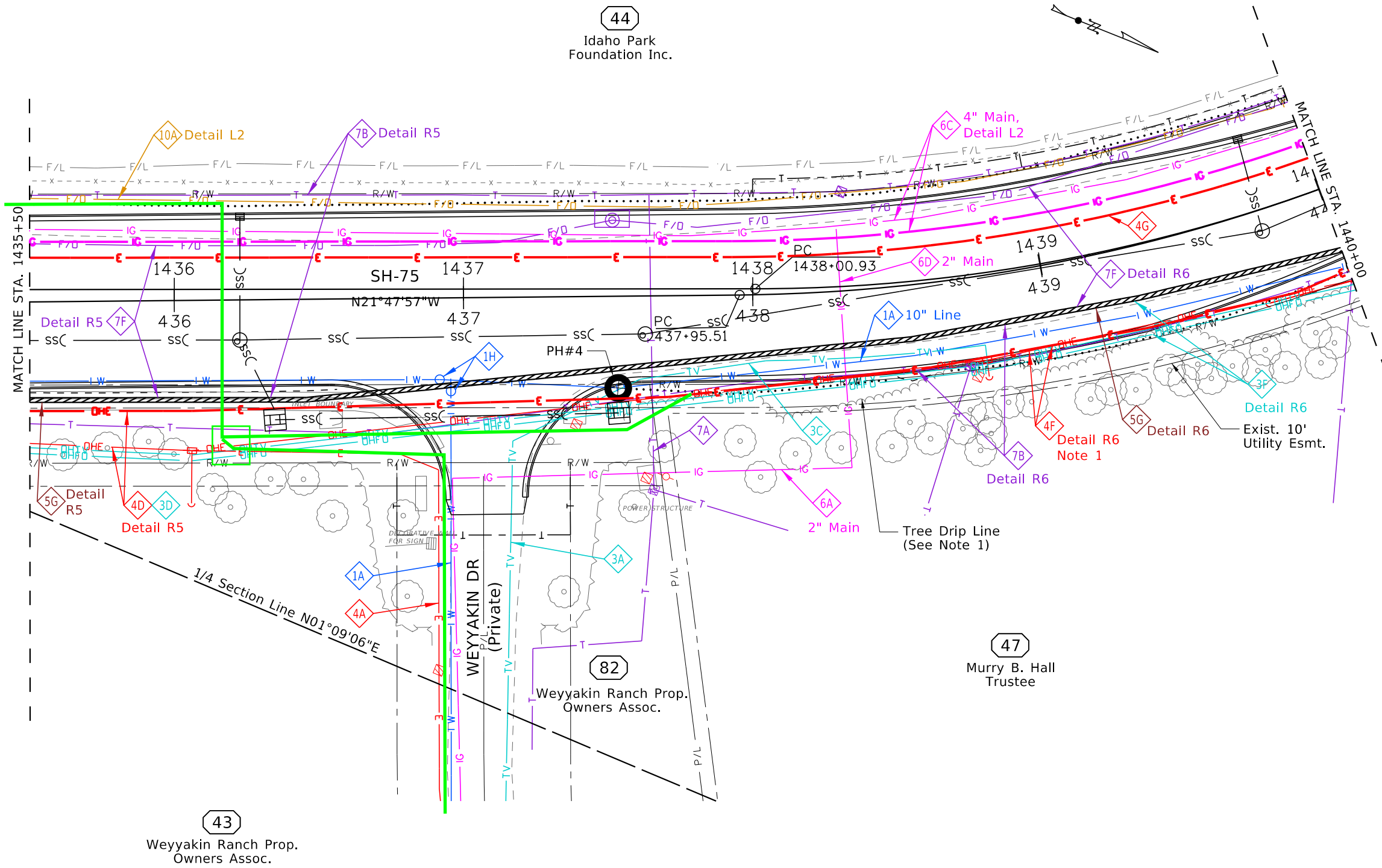






T4N, R18E, B.M.

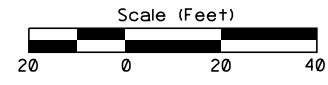
44  
Idaho Park  
Foundation Inc.



- 1A Retain and Protect Water Line
- 1H Adjust Valve Cover at Company Expense
- 3A Retain and Protect Underground Cable or Fiber
- 3C Adjust or Relocate Underground Cable at Company Expense
- 3D Relocate Overhead Cable and/or Fiber with Idaho Power at Company Expense
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4A Retain and Protect Underground Power
- 4D Relocate Overhead Power at Company Expense
- 4F Relocate Overhead Power to Underground
- 4G New Underground Power (Transmission) at Company Expense
- 5G Install 4" Future use Conduit
- 6A Retain and Protect Gas Line
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 7A Retain and Protect Underground Telephone or Fiber
- 7B Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense
- 10A Retain and Protect Underground Fiber

**NOTE:**  
1. Trench Outside Drip Line of Trees on Parcel 47. Drip Line Measured Fall 2022.

PH#4 = 5.9' to Water Line



NOT APPROVED  
FINAL DESIGN  
FOR CONSTRUCTION

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |                                            |
|-----------------|-----|--------------------------------------------|
| DESIGNED        | TMJ | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY |
| DESIGN CHECKED  | JLJ | CADD FILE NAME 20033_utpl_013.dgn          |
| DETAILED        | JRA | DRAWING DATE: April 2023                   |
| DRAWING CHECKED | JLJ |                                            |

**IDAHO TRANSPORTATION DEPARTMENT**  
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

**Parametrix**

PROJECT NO.  
A020(033)

UTILITY PLAN SHEET  
SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
STA. 1435+50 TO STA. 1440+00

**ENGLISH**  
COUNTY Blaine  
KEY NUMBER 20033  
SHEET 29 OF 40

U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\995\cvs\CADD\DCN\sheets\20033\_utpl\_013.dgn 3/3/2023 10:05:58 AM

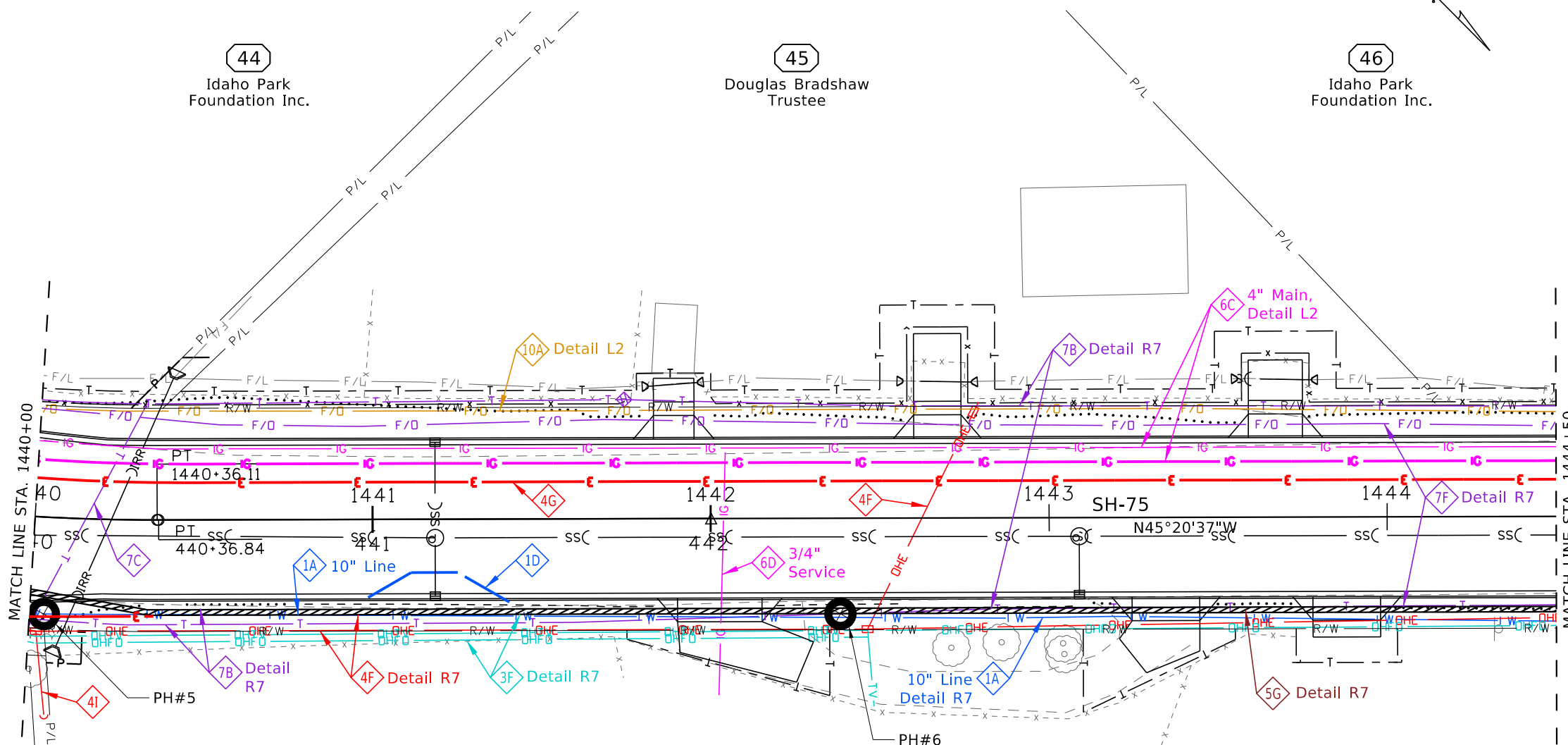
T4N, R18E, B.M.

44  
Idaho Park  
Foundation Inc.

45  
Douglas Bradshaw  
Trustee

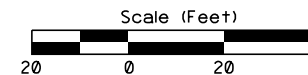
46  
Idaho Park  
Foundation Inc.

47  
Murry B. Hall  
Trustee



- 1A Retain and Protect Water Line
- 1D Adjust or Relocate Water Line at Company Expense
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4F Relocate Overhead Power to Underground
- 4G New Underground Power (Transmission) at Company Expense
- 4I Remove Guy Wire
- 5G Install 4" Future use Conduit
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 7B Relocate Underground Telephone at Company Expense
- 7C Adjust or Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense
- 10A Retain and Protect Underground Fiber

PH#5 = 6.9' to Water Line  
PH#6 = Not Completed Yet for Water Line



3/3/2023 10:05 AM

U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\955sys\CADD\DCN\sheets\20033\_utpl\_014.dgn

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |
|-----------------|-----|
| DESIGNED        | TMJ |
| DESIGN CHECKED  | JLJ |
| DETAILED        | JRA |
| DRAWING CHECKED | JLJ |

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY  
CADD FILE NAME 20033\_utpl\_014.dgn  
DRAWING DATE: April 2023

**IDAHO TRANSPORTATION DEPARTMENT**  
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

**Parametrix**

PROJECT NO.  
A020(033)

UTILITY PLAN SHEET  
SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
STA. 1440+00 TO STA. 1444+50

**ENGLISH**  
COUNTY Blaine  
KEY NUMBER 20033  
SHEET 30 OF 40

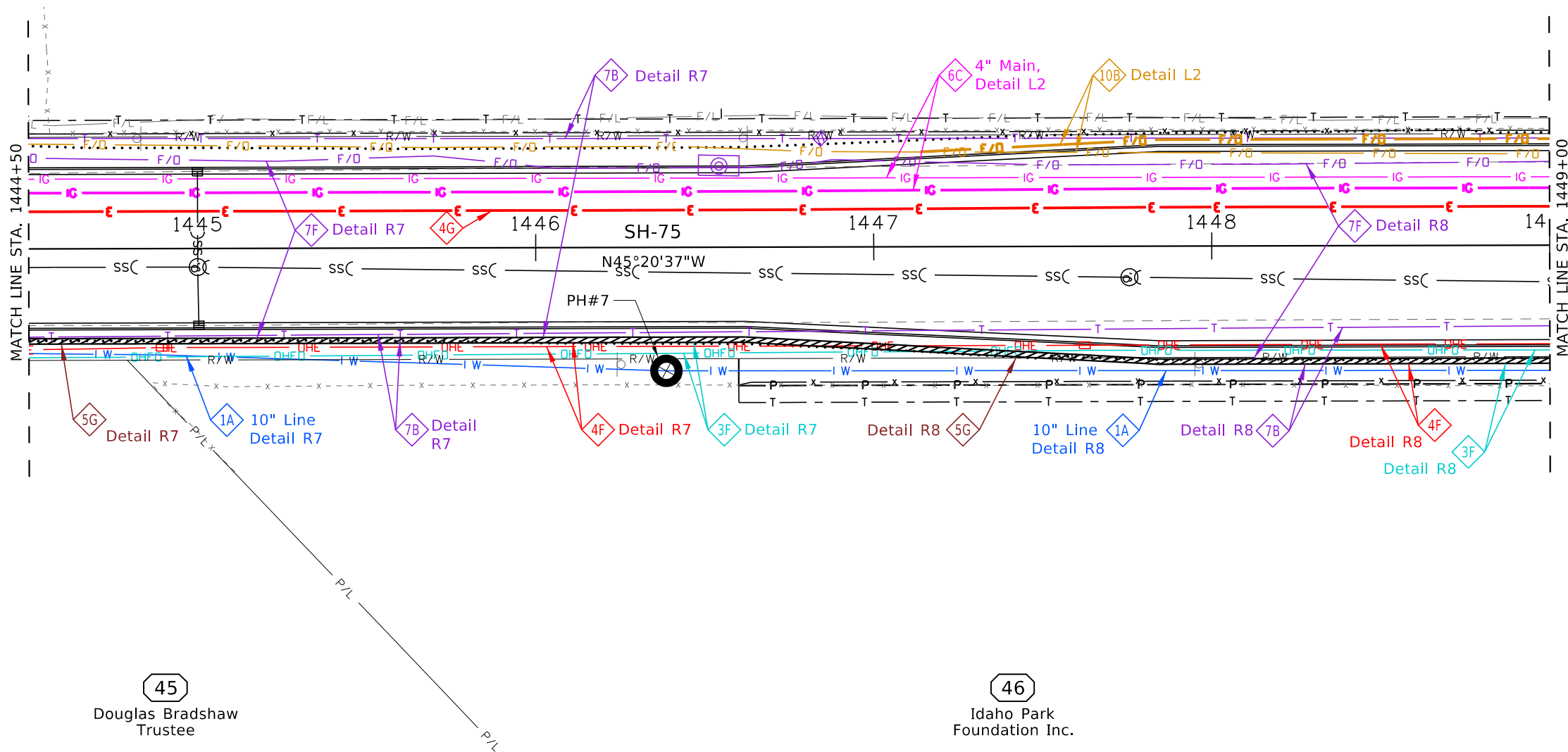
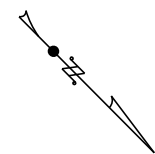
NOT APPROVED  
FINAL DESIGN  
FOR CONSTRUCTION

390



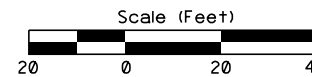
T4N, R18E, B.M.

46  
Idaho Park  
Foundation Inc.



- 1A Retain and Protect Water Line
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4F Relocate Overhead Power to Underground
- 4G New Underground Power (Transmission) at Company Expense
- 5G Install 4" Future use Conduit
- 6C Relocate Gas Line at Company Expense
- 7B Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense
- 10B Relocate Underground Fiber at Company Expense

PH#7 = 7.0' to Water Line



U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\955vcs\CADD\DCN\sheets\20033\_utpl\_015.dgn 3/31/2023 11:01:33 AM

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |
|-----------------|-----|
| DESIGNED        | TMJ |
| DESIGN CHECKED  | JLJ |
| DETAILED        | JRA |
| DRAWING CHECKED | JLJ |

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY  
CADD FILE NAME: 20033\_utpl\_015.dgn  
DRAWING DATE: April 2023

**IDAHO TRANSPORTATION DEPARTMENT**  
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

**Parametrix**

PROJECT NO.  
A020(033)

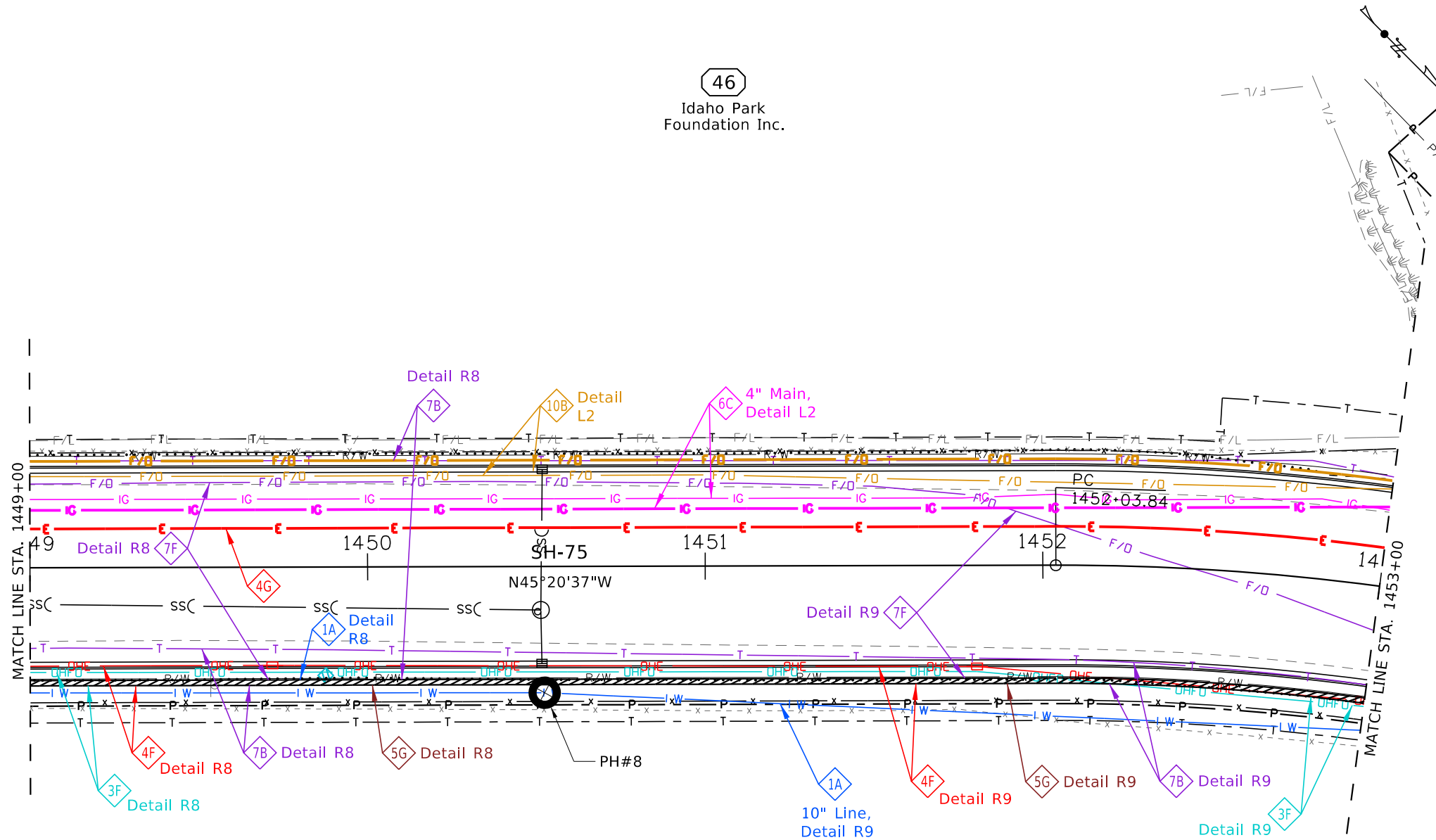
UTILITY PLAN SHEET  
SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
STA. 1444+50 TO STA. 1449+00

**ENGLISH**  
COUNTY Blaine  
KEY NUMBER 20033  
SHEET 31 OF 40

NOT APPROVED  
**FINAL DESIGN**  
 FOR CONSTRUCTION

T4N, R18E, B.M.

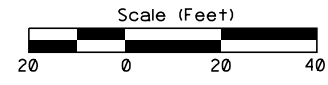
46  
Idaho Park  
Foundation Inc.



- 1A Retain and Protect Water Line
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4F Relocate Overhead Power to Underground
- 4G New Underground Power (Transmission) at Company Expense
- 5G Install 4" Future use Conduit
- 6C Relocate Gas Line at Company Expense
- 7B Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense
- 10B Relocate Underground Fiber at Company Expense

PH#8 = 6.5' to Water Line

46  
Idaho Park  
Foundation Inc.



U:\Bois\Projects\Clients\4006-1TD\314-4006-071\SH-75 Elkhorn to River\995\svcs\CADD\DCN\sheet\20033\_utpl\_016.dgn 3/31/2023 11:04:20 AM

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |                                                                                                             |
|-----------------|-----|-------------------------------------------------------------------------------------------------------------|
| DESIGNED        | TMJ | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY<br>CADD FILE NAME 20033_utpl_016.dgn<br>DRAWING DATE: April 2023 |
| DESIGN CHECKED  | JLJ |                                                                                                             |
| DETAILED        | JRA |                                                                                                             |
| DRAWING CHECKED | JLJ |                                                                                                             |

**IDAHO TRANSPORTATION DEPARTMENT**  
 YOUR Safety → YOUR Mobility → YOUR Economic Opportunity  
**Parametrix**

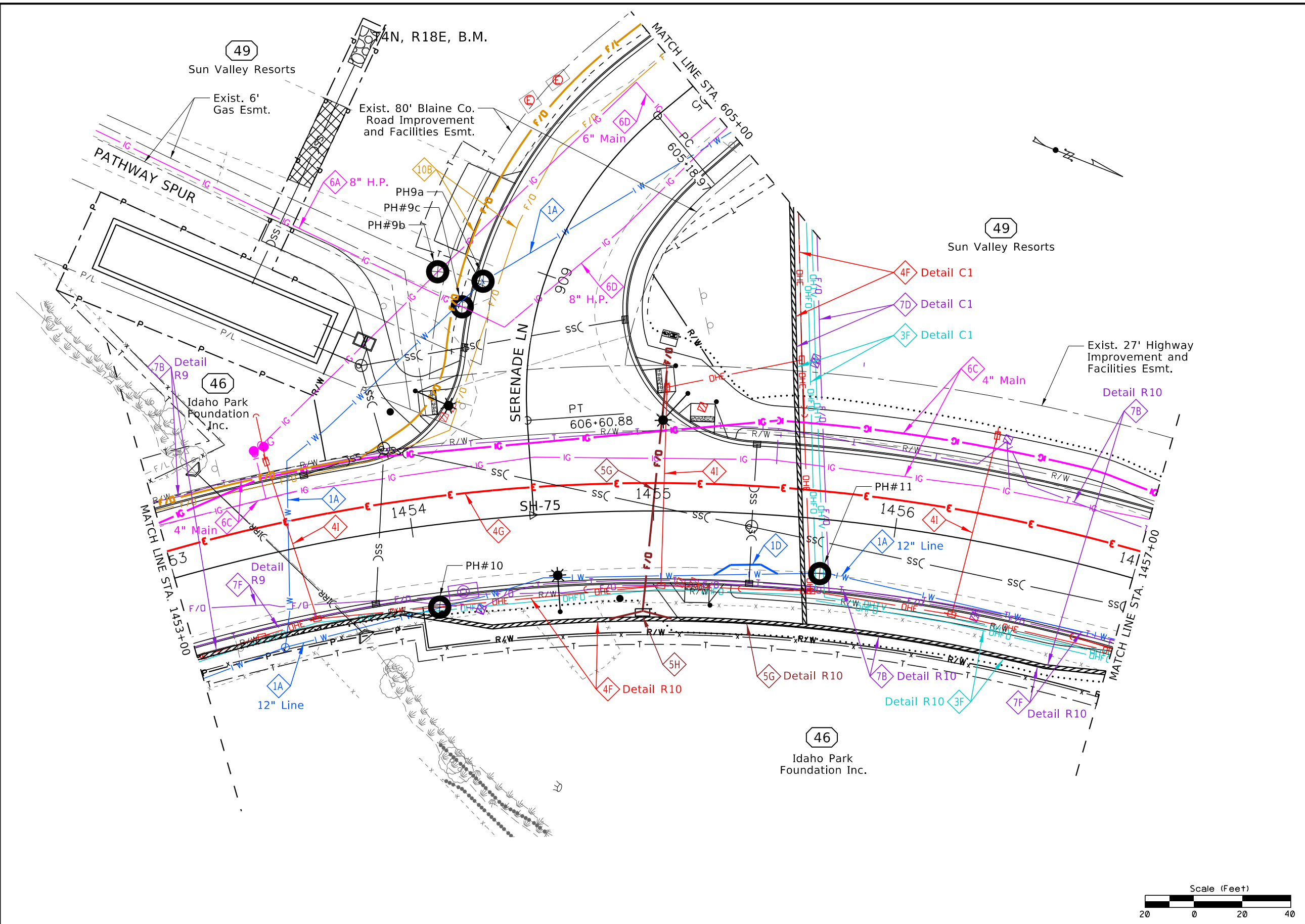
PROJECT NO.  
A020(033)

UTILITY PLAN SHEET  
 SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
 STA. 1449+00 TO STA. 1453+00

ENGLISH  
 COUNTY Blaine  
 KEY NUMBER 20033  
 SHEET 32 OF 40

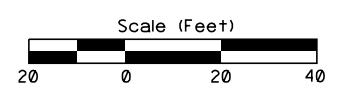
NOT APPROVED  
**FINAL DESIGN**  
 FOR CONSTRUCTION

U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\995vcs\CADD\DCN\sheets\20033\_utpl\_017.dgn  
 3/31/2023 11:04:27 AM



- 1A Retain and Protect Water Line
- 1D Adjust or Relocate Water Line at Company Expense
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4F Relocate Overhead Power to Underground
- 4G New Underground Power (Transmission) at Company Expense
- 4I Remove Guy Wire
- 5G Install 4" Future use Conduit
- 5H Install Splice Vault
- 6A Retain and Protect Gas Line
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 7B Relocate Underground Telephone at Company Expense
- 7D Adjust or Relocate Underground Fiber at Company Expense
- 7F Relocate Underground Duct System at Company Expense
- 10B Relocate Underground Fiber at Company Expense

PH#9a = 8.4' to Water Line  
 PH#9b = 3.7' to 6" Gas Line  
 PH#9c = 5.9' to H.P. Gas Line  
 PH#10 & PH#11 = Not Completed Yet to Water Line



| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |                                                                                                                  |
|-----------------|-----|------------------------------------------------------------------------------------------------------------------|
| DESIGNED        | TMJ | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY<br><br>CADD FILE NAME: 20033_utpl_017.dgn<br>DRAWING DATE: April 2023 |
| DESIGN CHECKED  | JLJ |                                                                                                                  |
| DETAILED        | JRA |                                                                                                                  |
| DRAWING CHECKED | JLJ |                                                                                                                  |

**IDAHO TRANSPORTATION DEPARTMENT**  
 YOUR Safety → YOUR Mobility → YOUR Economic Opportunity  
  
**Parametrix**

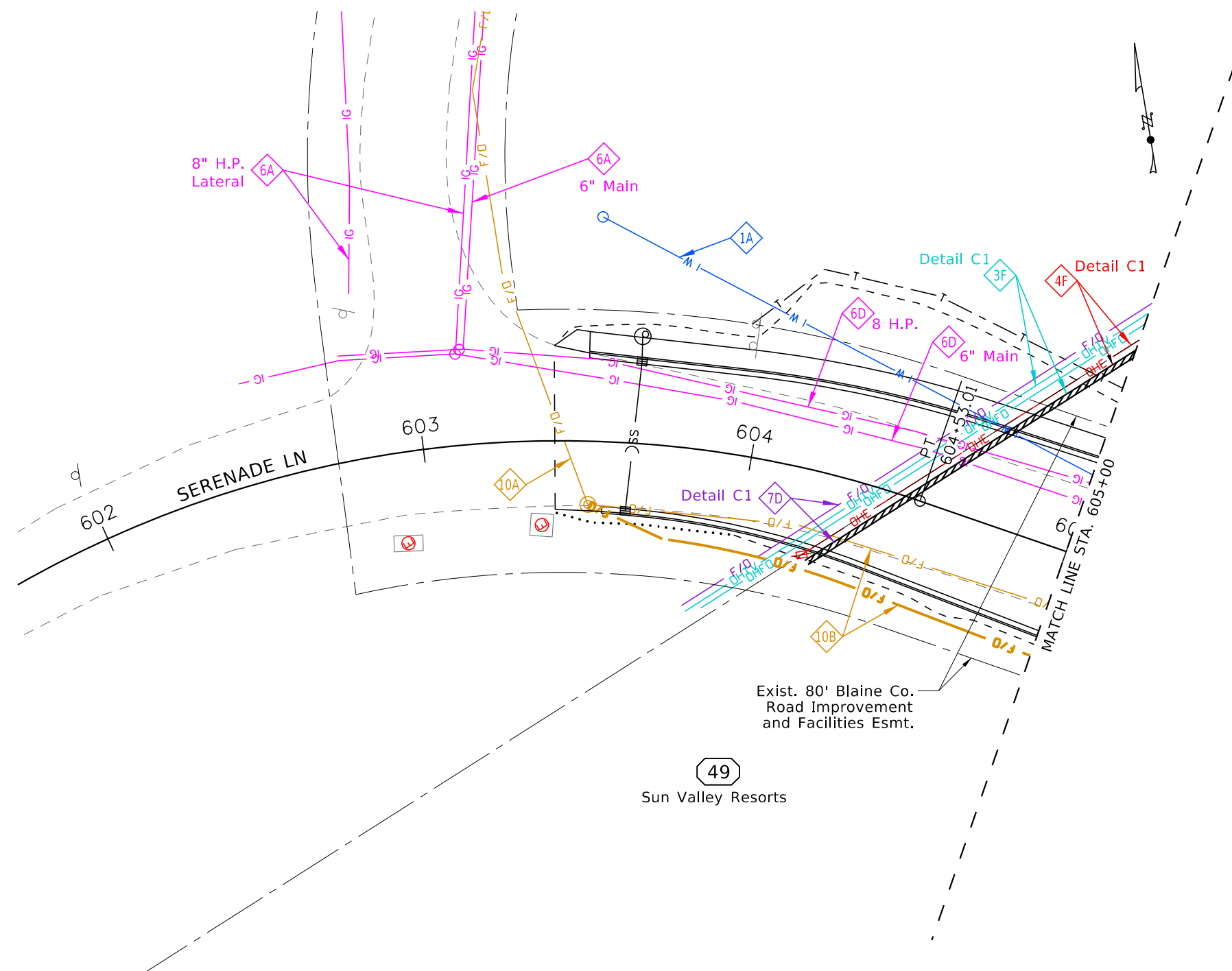
PROJECT NO.  
 A020(033)

UTILITY PLAN SHEET  
 SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
 STA. 1453+00 TO STA. 1457+00

**ENGLISH**  
 COUNTY Blaine  
 KEY NUMBER 20033  
 SHEET 33 OF 40

NOT APPROVED  
**FINAL DESIGN**  
 FOR CONSTRUCTION

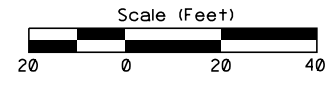
T3N, R2E, B.M.



- 1A Retain and Protect Water Line
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4F Relocate Overhead Power to Underground
- 6A Retain and Protect Gas Line
- 6D Adjust or Relocate Gas Line at Company Expense
- 7D Adjust or Relocate Underground Telephone and Fiber at Company Expense
- 10A Retain and Protect Underground Fiber
- 10B Relocate Underground Fiber at Company Expense

Exist. 80' Blaine Co. Road Improvement and Facilities Esmt.

49  
Sun Valley Resorts



U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\995svcs\CADD\DCN\sheets\20033\_utpl\_017a.dgn  
 3/31/2023 11:01:34 AM

| REVISIONS |      |     |                 |
|-----------|------|-----|-----------------|
| NO.       | DATE | BY  | DESCRIPTION     |
|           |      |     | DESIGNED        |
|           |      | TMJ |                 |
|           |      |     | DESIGN CHECKED  |
|           |      | JLJ |                 |
|           |      |     | DETAILED        |
|           |      | JRA |                 |
|           |      |     | DRAWING CHECKED |
|           |      | JLJ |                 |

SCALES SHOWN  
 ARE FOR 11" X 17"  
 PRINTS ONLY  
 CADD FILE NAME  
 20033\_utpl\_017a.dgn  
 DRAWING DATE:  
 April 2023

**IDAHO**  
**TRANSPORTATION**  
**DEPARTMENT**  
 YOUR Safety→YOUR Mobility→YOUR Economic Opportunity



Parametrix

PROJECT NO.  
 A020(033)

UTILITY PLAN SHEET  
 SH-75, ELKHORN RD  
 TO RIVER ST, KETCHUM  
 BEGIN TO STA. 604+00

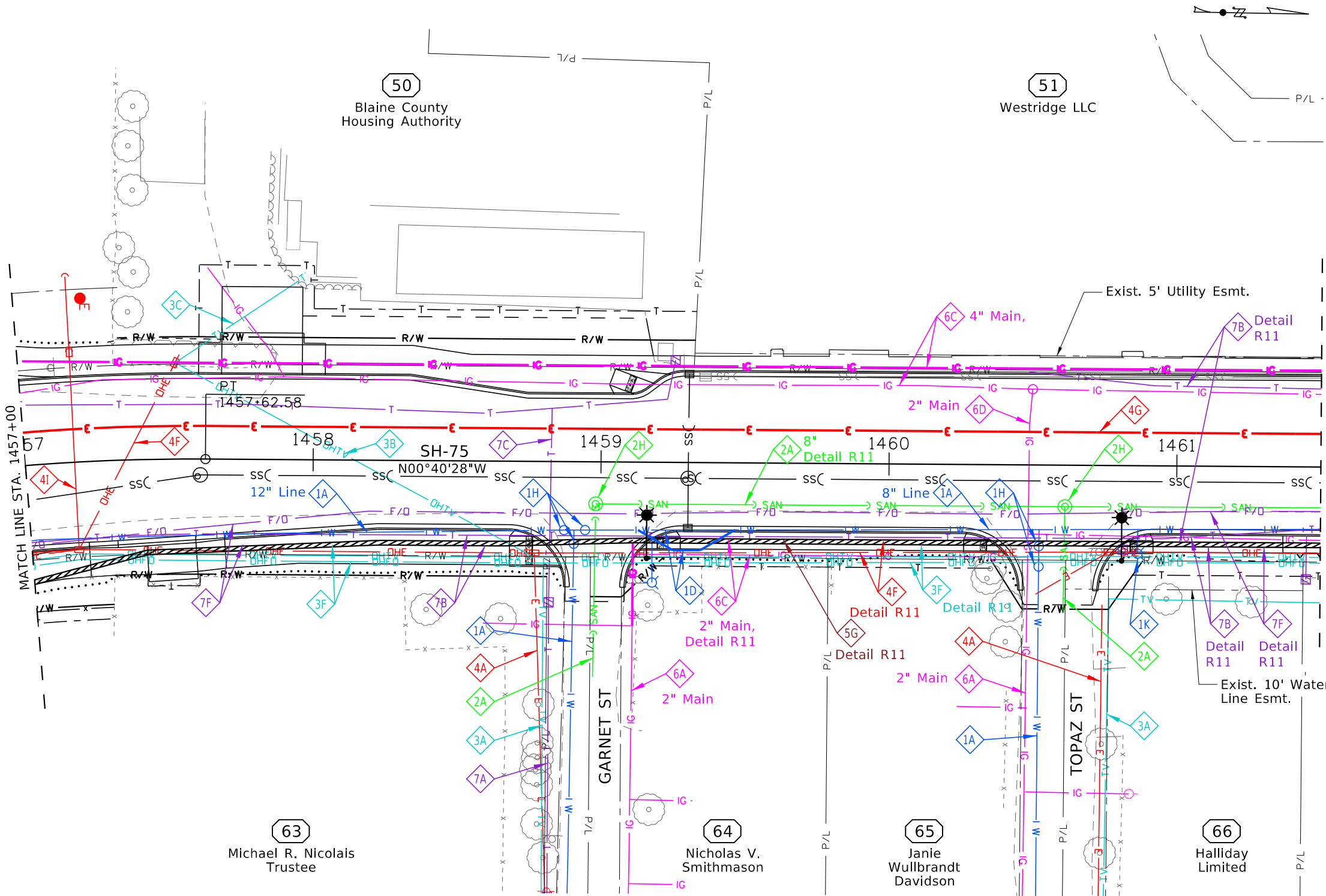
**ENGLISH**  
 COUNTY Blaine  
 KEY NUMBER 20033  
 SHEET 34 OF 40

NOT APPROVED  
 FINAL DESIGN  
 FOR CONSTRUCTION

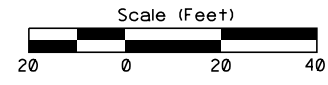
394



T4N, R18E, B.M.



- 1A Retain and Protect Water Line
- 1D Adjust or Relocate Water Line at Company Expense
- 1H Adjust Valve Cover at Company Expense
- 1K Relocate Fire Hydrant at Company Expense
- 2A Retain and Protect Sanitary Sewer Line
- 2H Adjust Manhole at Company Expense
- 3A Retain and Protect Underground Cable or Fiber
- 3B Relocate Overhead Cable to Underground at Company Expense
- 3C Adjust or Relocate Underground Cable at Company Expense
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4A Retain and Protect Underground Power
- 4F Relocate Overhead Power to Underground
- 4G New Underground Power (Transmission) at Company Expense
- 4I Remove Guy Wire
- 5G Install 4" Future use Conduit
- 6A Retain and Protect Gas Line
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 7A Retain and Protect Underground Telephone or Fiber
- 7B Relocate Underground Telephone at Company Expense
- 7C Adjust or Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense



U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Eikhorn to River\995vcs\CADD\DCN\sheets\20033\_utpl\_018.dgn  
 3/31/2023 10:41 AM

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |
|-----------------|-----|
| DESIGNED        | TMJ |
| DESIGN CHECKED  | JLJ |
| DETAILED        | JRA |
| DRAWING CHECKED | JLJ |

SCALES SHOWN  
 ARE FOR 11" X 17"  
 PRINTS ONLY  
 CADD FILE NAME  
 20033\_utpl\_018.dgn  
 DRAWING DATE:  
 April 2023

**IDAHO**  
**TRANSPORTATION**  
**DEPARTMENT**  
 YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

Parametrix

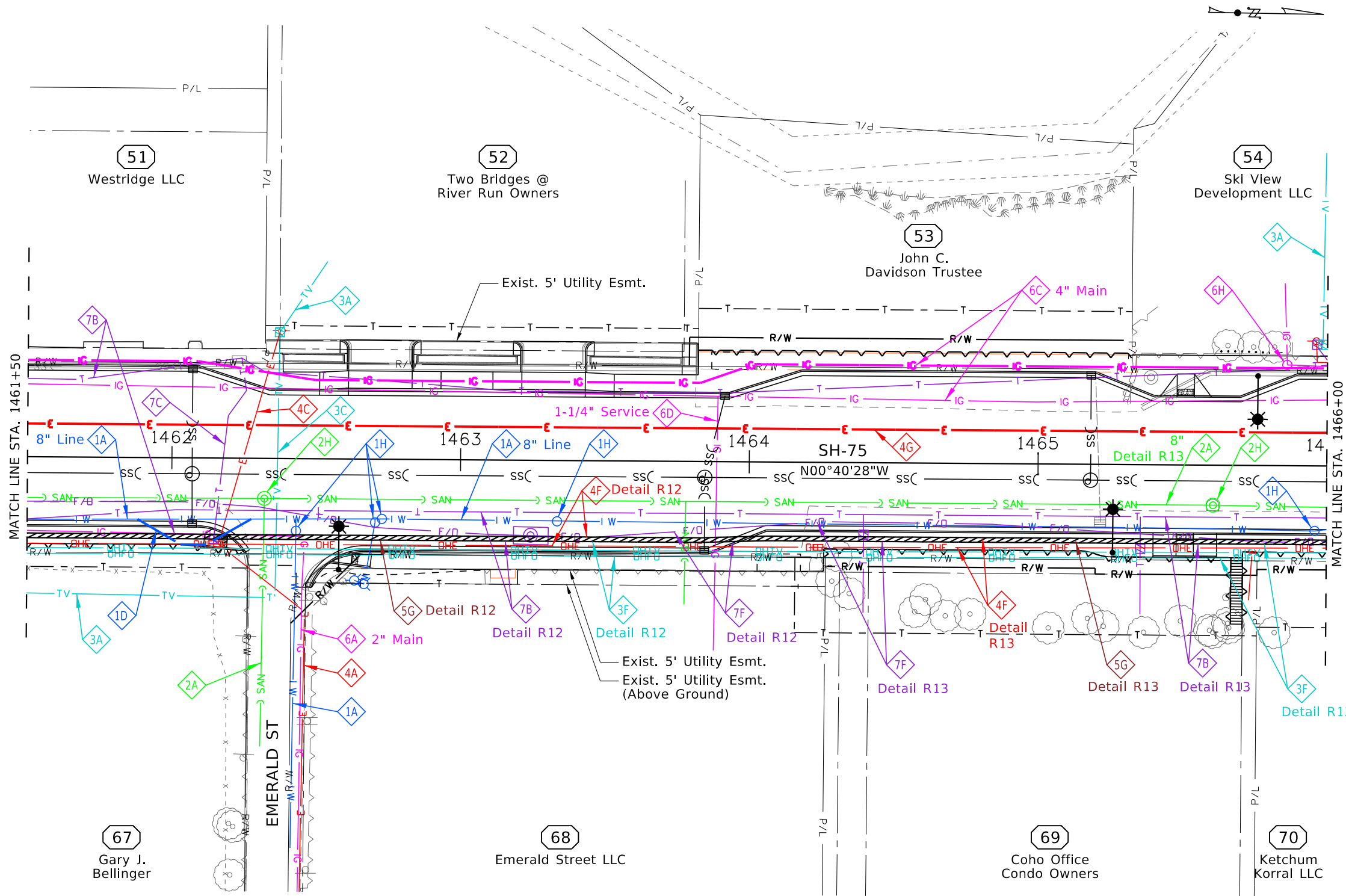
PROJECT NO.  
 A020(033)

UTILITY PLAN SHEET  
 SH-75, ELKHORN RD  
 TO RIVER ST, KETCHUM  
 STA. 1457+00 TO STA. 1461+50

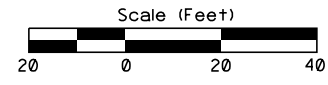
**ENGLISH**  
 COUNTY Blaine  
 KEY NUMBER 20033  
 SHEET 35 OF 40

NOT APPROVED  
 FINAL DESIGN  
 FOR CONSTRUCTION

T4N, R18E, B.M.



- 1A Retain and Protect Water Line
- 1D Adjust or Relocate Water Line at Company Expense
- 1H Adjust Adjust Valver Cover at Company Expense
- 2A Retain and Protect Sanitary Sewer Line
- 2H Adjust Manhole at Company Expense
- 3A Retain and Protect Underground Cable or Fiber
- 3C Adjust or Relocate Underground Cable at Company Expense
- 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
- 4A Retain and Protect Underground Power
- 4C Adjust or Relocate Underground Power at Company Expense
- 4F Relocate Overhead Power to Underground
- 4G New Underground Power (Transmission) at Company Expense
- 5G Install 4" Future use Conduit
- 6A Retain and Protect Gas Line
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 6H Adjust Valve Cover at Company Expense
- 7B Relocate Underground Telephone at Company Expense
- 7C Adjust or Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense



NOT APPROVED  
FINAL DESIGN  
FOR CONSTRUCTION

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |                                                                                                                  |
|-----------------|-----|------------------------------------------------------------------------------------------------------------------|
| DESIGNED        | TMJ | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY<br><br>CADD FILE NAME: 20033_utpl_019.dgn<br>DRAWING DATE: April 2023 |
| DESIGN CHECKED  | JLJ |                                                                                                                  |
| DETAILED        | JRA |                                                                                                                  |
| DRAWING CHECKED | JLJ |                                                                                                                  |

IDAHO TRANSPORTATION DEPARTMENT

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

Parametrix

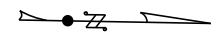
PROJECT NO.  
**A020(033)**

UTILITY PLAN SHEET  
**SH-75, ELKHORN RD TO RIVER ST, KETCHUM**  
STA. 1461+50 TO STA. 1466+00

**ENGLISH**  
COUNTY Blaine  
KEY NUMBER 20033  
SHEET 36 OF 40

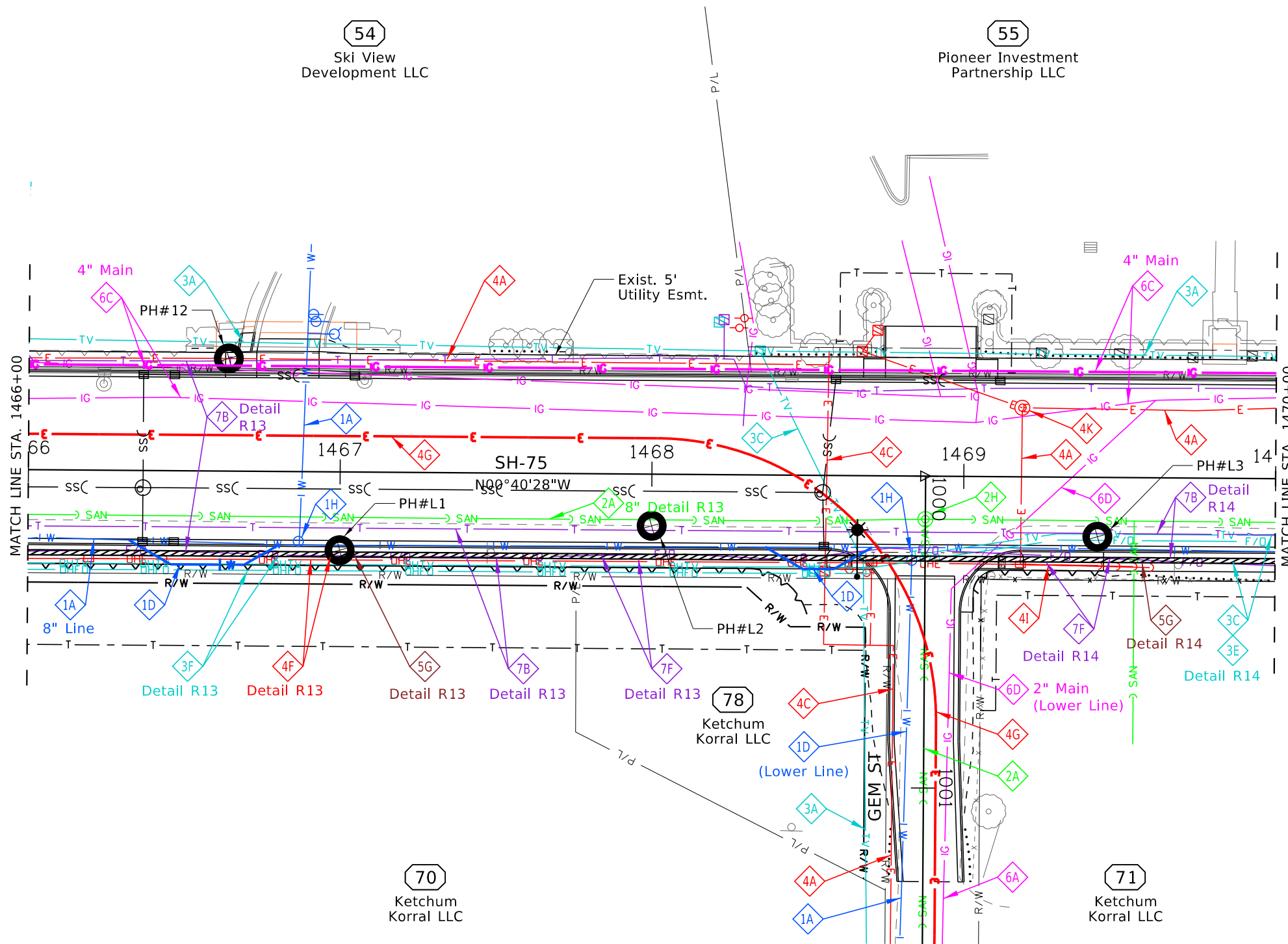
U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\955vcs\CADD\DCN\sheets\20033\_utpl\_019.dgn 3/31/2023 10:48 AM

T4N, R18E, B.M.

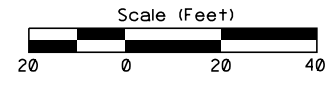


54  
Ski View  
Development LLC

55  
Pioneer Investment  
Partnership LLC



- 1A Retain and Protect Water Line
  - 1D Adjust or Relocate Water Line at Company Expense
  - 1H Adjust Valve Cover at Company Expense
  - 2A Retain and Protect Sanitary Sewer Line
  - 2H Adjust Manhole at Company Expense
  - 3A Retain and Protect Underground Cable or Fiber
  - 3C Adjust or Relocate Underground Cable at Company Expense
  - 3E Adjust or Relocate Underground Fiber at Company Expense
  - 3F Relocate Overhead Cable/Fiber to Underground at Company Expense
  - 4A Retain and Protect Underground Power
  - 4C Adjust or Relocate Underground Power at Company Expense
  - 4F Relocate Overhead Power to Underground
  - 4G New Underground Power (Transmission) at Company Expense
  - 4I Remove Guy Wire
  - 4K Adjust Manhole at Company Expense
  - 5G Install 4" Future use Conduit
  - 6A Retain and Protect Gas Line
  - 6C Relocate Gas Line at Company Expense
  - 6D Adjust or Relocate Gas Line at Company Expense
  - 7B Relocate Underground Telephone at Company Expense
  - 7F Relocate Underground Duct System at Company Expense
- PH#12 = 3.9' to Power Line  
 PH#13 = Not Completed Yet to Cox Line  
 PH#L1 (by Lumen) = 2.4' to Duct System  
 PH#L2 (by Lumen) = 3.5' to Conduit



U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\995svcs\CADD\DCN\sheets\20033\_utpl\_020.dgn 3/31/2023 11:01:54 AM

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |                                                                                                             |
|-----------------|-----|-------------------------------------------------------------------------------------------------------------|
| DESIGNED        | TMJ | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY<br>CADD FILE NAME 20033_utpl_020.dgn<br>DRAWING DATE: April 2023 |
| DESIGN CHECKED  | JLJ |                                                                                                             |
| DETAILED        | JRA |                                                                                                             |
| DRAWING CHECKED | JLJ |                                                                                                             |

**IDAHO TRANSPORTATION DEPARTMENT**  
 YOUR Safety → YOUR Mobility → YOUR Economic Opportunity  
  
**Parametrix**

PROJECT NO.  
A020(033)

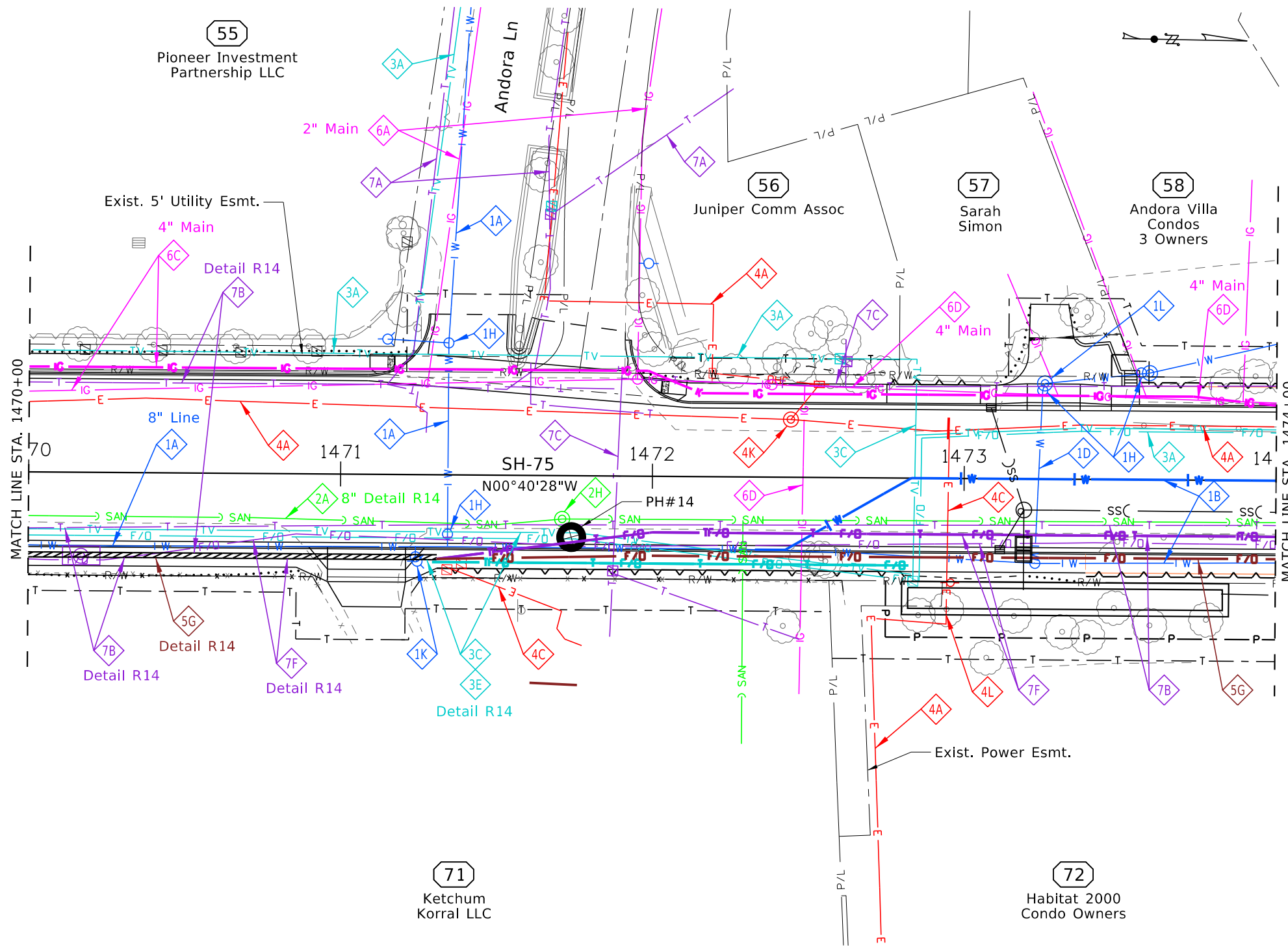
UTILITY PLAN SHEET  
 SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
 STA. 1466+00 TO STA. 1470+00

**ENGLISH**  
 COUNTY Blaine  
 KEY NUMBER 20033  
 SHEET 37 OF 40

NOT APPROVED  
**FINAL DESIGN**  
 FOR CONSTRUCTION

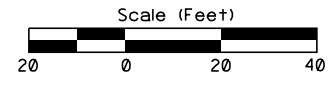


T4N, R18E, B.M.



- 1A Retain and Protect Water Line
- 1B Relocate Water Line at Company Expense
- 1D Adjust or Relocate Water Line at Company Expense
- 1H Adjust Valve Cover at Company Expense
- 1K Relocate Fire Hydrant at Company Expense
- 1L Adjust Manhole at Company Expense
- 2A Retain and Protect Sanitary Sewer Line
- 2H Adjust Manhole at Company Expense
- 3A Retain and Protect Underground Cable or Fiber
- 3C Adjust or Relocate Underground Cable at Company Expense
- 3E Adjust or Relocate Underground Fiber at Company Expense
- 4A Retain and Protect Underground Power
- 4C Adjust or Relocate Underground Power at Company Expense
- 4K Adjust Manhole at Company Expense
- 4L Relocate Electric Facilities at Project Expense
- 5G Install 4" Future use Conduit
- 6A Retain and Protect Gas Line
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 7A Retain and Protect Underground Telephone or Fiber
- 7B Relocate Underground Telephone at Company Expense
- 7C Adjust or Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense

PH#14 = Not Completed Yet to Cox Line



U:\Bois\Projects\Clients\4006-1TD\314-4006-071SH-75 Elkhorn to River\995\svcs\CADD\DCN\sheets\20033\_utpl\_021.dgn  
 3/31/2023 11:02:02 AM

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |                                                                                                              |
|-----------------|-----|--------------------------------------------------------------------------------------------------------------|
| DESIGNED        | TMJ | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY<br>CADD FILE NAME: 20033_utpl_021.dgn<br>DRAWING DATE: April 2023 |
| DESIGN CHECKED  | JLJ |                                                                                                              |
| DETAILED        | JRA |                                                                                                              |
| DRAWING CHECKED | JLJ |                                                                                                              |
|                 |     |                                                                                                              |

**IDAHO TRANSPORTATION DEPARTMENT**  
 YOUR Safety→YOUR Mobility→YOUR Economic Opportunity  
  
**Parametrix**

|             |           |
|-------------|-----------|
| PROJECT NO. | A020(033) |
|-------------|-----------|

|                    |                                        |
|--------------------|----------------------------------------|
| UTILITY PLAN SHEET | SH-75, ELKHORN RD TO RIVER ST, KETCHUM |
| STA.               | 1470+00 TO STA. 1474+00                |

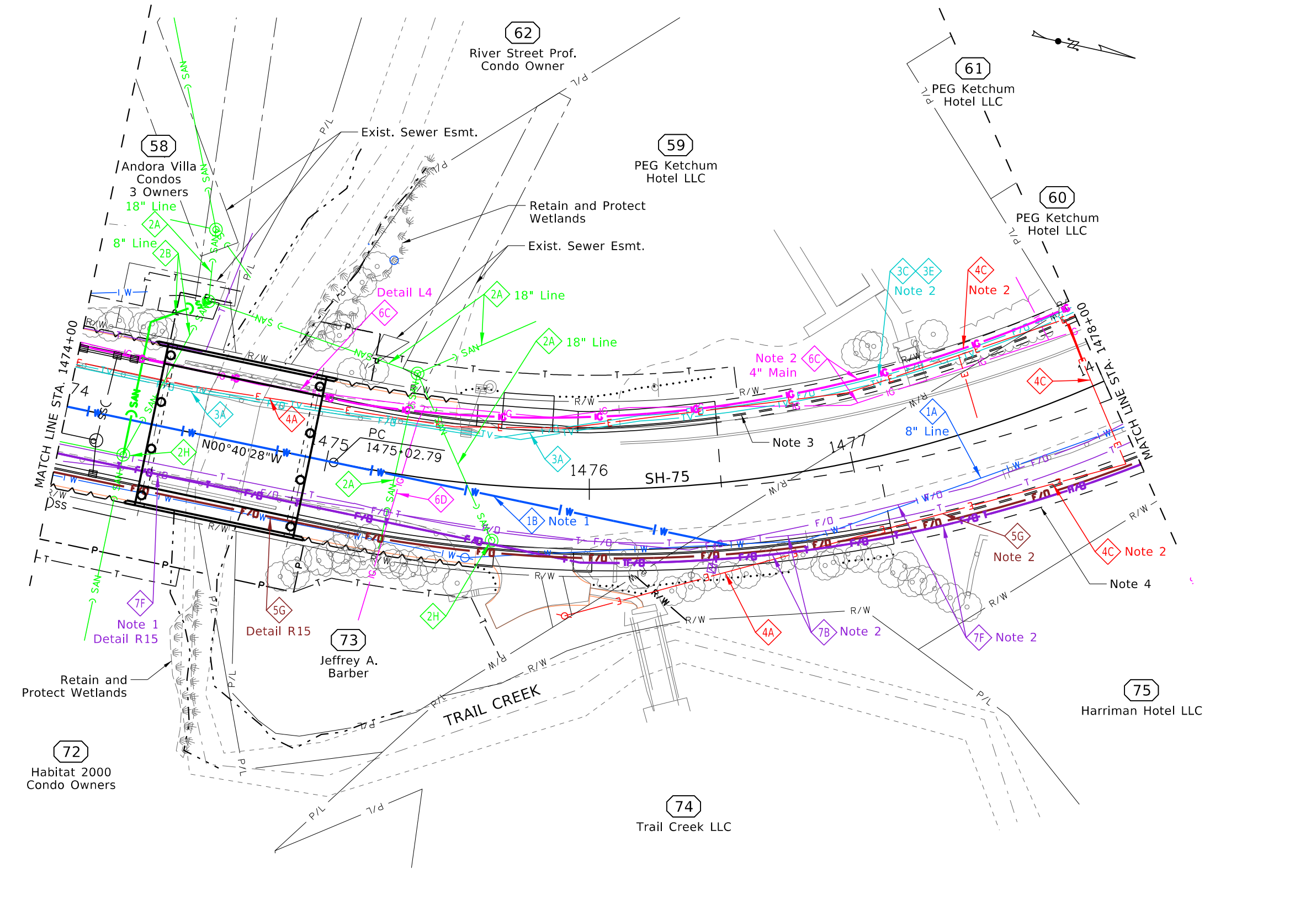
|                |          |
|----------------|----------|
| <b>ENGLISH</b> |          |
| COUNTY         | Blaine   |
| KEY NUMBER     | 20033    |
| SHEET          | 38 OF 40 |

NOT APPROVED  
 FINAL DESIGN  
 FOR CONSTRUCTION



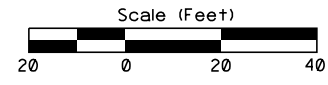
\\pcorametrix.com\pmx\Bois\Projects\Clients\4006-ITD\34-4006-071 SH-75 Elkhorn to River\995\svcs\CADD\DN\Sheets\20033\_utpl\_022.dgn  
 3/31/2023 11:02:42 AM

T4N, R18E, B.M.



- 1A Retain and Protect Water Line
- 1B Relocate Water Line at Company Expense
- 2A Retain and Protect Sanitary Sewer Line
- 2B Relocate Sanitary Sewer Line at Company Expense
- 2H Adjust Manhole at Company Expense
- 3A Retain and Protect Underground Cable or Fiber
- 3C Adjust or Relocate Underground Cable at Company Expense
- 3E Adjust or Relocate Underground Fiber at Company Expense
- 4A Retain and Protect Underground Power
- 4C Adjust or Relocate Underground Power at Company Expense
- 5G Install 4" Future use Conduit
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 7B Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense

- Notes:**
1. New Bore Under Trail Creek.
  2. Utility Adjustment or Relocation Completed with Adjacent Hotel Project.
  3. New SH-75 Pavement, Curb, and Sidewalk to be Constructed by PEG Hotel.
  4. New SH-75 Pavement, Curb, and Sidewalk to be Constructed by Harriman Hotel.



| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |                                                                                                              |
|-----------------|-----|--------------------------------------------------------------------------------------------------------------|
| DESIGNED        | TMJ | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY<br>CADD FILE NAME: 20033_utpl_022.dgn<br>DRAWING DATE: April 2023 |
| DESIGN CHECKED  | JLJ |                                                                                                              |
| DETAILED        | JRA |                                                                                                              |
| DRAWING CHECKED | JLJ |                                                                                                              |

**IDAHO TRANSPORTATION DEPARTMENT**  
 YOUR Safety → YOUR Mobility → YOUR Economic Opportunity

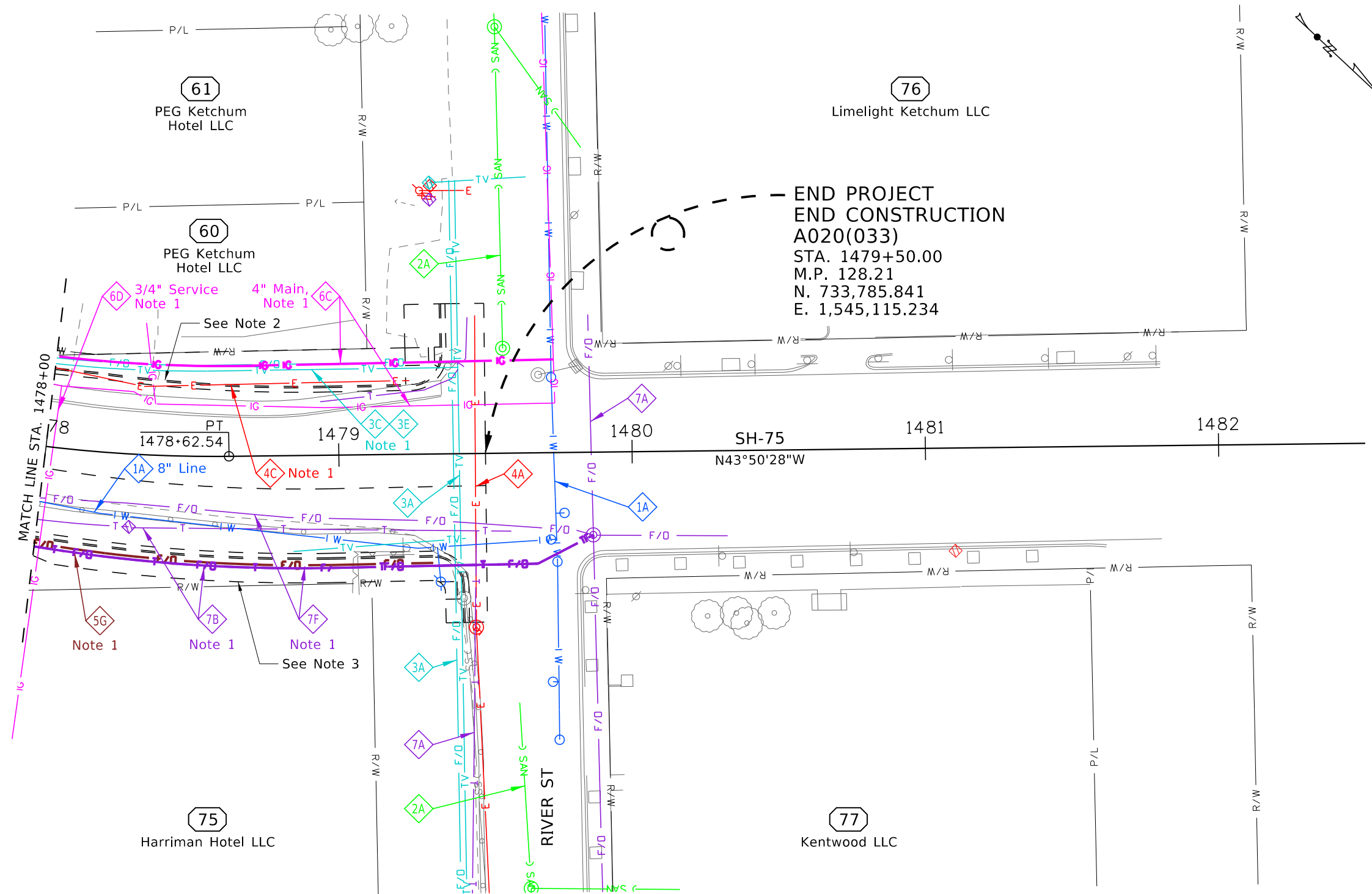
PROJECT NO. A020(033)

UTILITY PLAN SHEET  
 SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
 STA. 1474+00 TO STA. 1478+00

**ENGLISH**  
 COUNTY Blaine  
 KEY NUMBER 20033  
 SHEET 39 OF 40

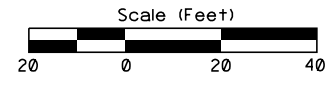
NOT APPROVED  
 FINAL DESIGN  
 FOR CONSTRUCTION

T4N, R18E, B.M.



- 1A Retain and Protect Water Line
- 2A Retain and Protect Sanitary Sewer Line
- 3A Retain and Protect Underground Cable or Fiber
- 3C Adjust or Relocate Underground Cable at Company Expense
- 3E Adjust or Relocate Underground Fiber at Company Expense
- 4A Retain and Protect Underground Power
- 4C Adjust or Relocate Underground Power at Company Expense
- 5G Install 4" Future use Conduit
- 6C Relocate Gas Line at Company Expense
- 6D Adjust or Relocate Gas Line at Company Expense
- 7A Retain and Protect Underground Telephone or Fiber
- 7B Relocate Underground Telephone at Company Expense
- 7F Relocate Underground Duct System at Company Expense

- Notes:**
1. Utility Adjustment or Relocation Completed with Adjacent Hotel Project.
  2. New SH-75 Pavement, Curb, and Sidewalk to be Constructed by PEG Hotel.
  3. New SH-75 Pavement, Curb, and Sidewalk to be Constructed by Harriman Hotel.



NOT APPROVED  
FINAL DESIGN  
FOR CONSTRUCTION

U:\Bois\Projects\Clients\4006-1TD\314-4006-071\SH-75 Elkhorn to River\995\cvs\CADD\DCN\sheet\20033\_utpl\_023.dgn 3/31/2023 11:02:22 AM

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

|                 |     |
|-----------------|-----|
| DESIGNED        | TMJ |
| DESIGN CHECKED  | JLJ |
| DETAILED        | JRA |
| DRAWING CHECKED | JLJ |

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME  
20033\_utpl\_023.dgn

DRAWING DATE:  
April 2023

**IDAHO TRANSPORTATION DEPARTMENT**

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

Parametrix

PROJECT NO.  
  
A020(033)

UTILITY PLAN SHEET  
SH-75, ELKHORN RD TO RIVER ST, KETCHUM  
STA. 1478+00 TO STA. 1479+50

**ENGLISH**

COUNTY Blaine

KEY NUMBER 20033

SHEET 40 OF 40

**UNDERGROUND RELOCATION FUNDING AGREEMENT  
IDAHO POWER COMPANY  
CITY OF KETCHUM**

THIS UNDERGROUND RELOCATION FUNDING AGREEMENT (“Agreement”) is made and entered into this 12<sup>th</sup> day of September, 2023, between Idaho Power Company, hereinafter referred to as "IPC" and the City of Ketchum, hereinafter referred to as the "City". IPC and the City are sometimes referred to herein individually as a “Party” or together as the “Parties”.

**RECITALS:**

- A. The Idaho Transportation Department (“ITD”) is planning a Highway 75 road improvement project running from Elkhorn Road north to River Street in the City of Ketchum (“Highway 75 Project”).
- B. IPC owns and operates an overhead distribution line located along the east side of Highway 75 from approximately Elkhorn Road north to Gem Street that will need to be relocated further to the east for the Highway 75 Project. (Most of the subject IPC distribution line is currently located within the existing Highway 75 road right-of-way, but portions of the distribution line are located on adjacent private lands outside the existing Highway 75 road right-of-way.)
- C. IPC plans to relocate the subject distribution line overhead-to-overhead for the Highway 75 Project, following its standard overhead construction procedures. However, the City has requested that IPC relocate a portion of the distribution line underground approximately from Serenade Lane north to Gem Street, as shown on the drawing attached hereto as Exhibit A (the “Highway 75 Distribution Line”).
- D. As part of IPC’s undergrounding work, the City has also requested that IPC bury the existing IPC overhead distribution line located along Serenade Lane, also as shown on Exhibit A (the “Serenade Lane Distribution Line”). The Highway 75 Distribution Line and Serenade Lane Distribution Line are referred to together herein as the “Distribution Lines”, and the burial of the Distribution Lines is referred to as the “Distribution Line Burial Project”.
- E. IPC is able to proceed with the Distribution Line Burial Project at the City’s cost under the terms and conditions set forth in this Agreement.

**AGREEMENT:**

NOW, THEREFORE, on the basis of the foregoing Recitals, and in consideration of the mutual covenants and commitments set forth herein, the Parties agree as follows:

**1. Phase I of Distribution Line Burial Project.** The first phase of the Distribution Line Burial Project will consist of IPC burying the Serenade Lane Distribution Line, including installing devices and other equipment that will facilitate the burial of the Highway 75 Distribution

Line (“Phase I”).

a. IPC will provide a cost estimate for the Phase I work to the City by July 31, 2023 (“Phase I Cost Estimate”).

**2. Phase II of Distribution Line Burial Project.** The second phase of the Distribution Line Burial Project will consist of IPC relocating and burying the Highway 75 Distribution Line (“Phase II”). IPC will provide a cost estimate for the Phase II work to the City by July 31, 2023, based on the following three cost estimates.

a. IPC’s cost estimate for relocating the Highway 75 Distribution Line overhead-to-overhead ~~\$517,166.30 (“Overhead Cost Estimate”).~~

b. IPC’s cost estimate for relocating the Highway 75 Distribution Line overhead-to-underground ~~\$1,444,798.65 (“Underground Cost Estimate”).~~

c. IPC’s incremental cost estimate, representing the cost difference between the Overhead Cost Estimate and the Underground Cost Estimate ~~\$927,632.35 (“Phase II Cost Estimate”).~~

**3. City Review of Project Cost Estimate.** The City will review the Phase I Cost Estimate and Phase II Cost Estimate (together, the “Project Cost Estimate”) and confirm to IPC by September 6<sup>th</sup>, 2023 whether the City wishes to proceed with the Distribution Line Burial Project.

**4. Project Timeline.** If the City confirms its request for IPC to proceed with the Distribution Line Burial Project by August 31, 2023, the Parties will follow the following timeline for the Distribution Line Burial Project:

a. Phase I: The City will pay IPC the Phase I Cost Estimate by October 31, 2023 and IPC will complete the Phase I work by ~~December 1~~ November 1, 2024, subject to the terms of Section 4(d) below.

b. Phase II: The City will pay IPC the Phase II Cost Estimate by October 31, 2024 and IPC will complete the Phase II work by ~~December 1~~ November 1, 2025, subject to the terms of Section 4(e) below.

~~b.~~  
c. ~~If it becomes reasonably apparent at any point that projected or actual costs will exceed estimated costs by greater than 5% of a Project Cost Estimate, then IPC will timely notify the City of such anticipated cost overages and the City will have an opportunity to accept or reject or negotiate for modification of further work before being responsible for such overages.~~

~~d.~~c. After IPC has completed Phase I and Phase II (“Project Completion”), IPC will provide a statement to the City showing the total actual cost of the Phase I and Phase II work (“Total Actual Cost”). If the Total Actual Cost is greater than the Project Cost Estimate, the City will pay the difference to IPC within thirty (30) days after IPC presents the statement of Total Actual Cost to the City. If the Total Actual Cost is less than the Project Cost Estimate, IPC will refund the difference

to the City within thirty (30) days after IPC presents the statement of Total Actual Cost to the City.

e.d. The Parties understand that the IPC Phase I and Phase II construction schedules set forth in this Section 4 represent the Company's current best estimates for the Distribution Line Burial Project work, but the work schedule is subject to change due to changes in the timing of the ITD Project, weather, working conditions, availability of labor and materials, and other factors relating to the work. The Company will communicate any material changes to the Phase I and Phase II construction schedules to the City on a timely basis.

f.e. The parties further understand that IPC's Total Actual Costs under this Agreement may be greater or lesser than IPC's Project Cost Estimate, based on the actual costs of labor and materials and other costs related to the Distribution Line Burial Project.

g.f. IPC will follow its standard procedures for calculating estimated costs and actual costs under this Agreement.

**5. Entire Agreement.** This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters. The Parties acknowledge and agree that the terms of this Agreement are consistent with the Ketchum – Idaho Power Company Franchise Agreement.

**6. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the statutes, laws, legal decisions and rules and regulations of the State of Idaho.

**7. 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.

**8. Amendment.** No amendment of this Agreement shall be effective unless the amendment is in writing, signed by all of the Parties.

**9. Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. An executed version of this Agreement which has been signed and transmitted by facsimile or other electronic or mechanical means shall be deemed an original.

**10. Other Documents.** The Parties agree to execute and deliver such other documents as may be necessary or desirable to carry out the purposes of this Agreement.

**11. Authority and Approval to Execute.** The signatories hereto represent and warrant that they have the authority and approval to execute this Agreement on behalf of the entities which are Parties to this Agreement and the Parties hereto so stipulate.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective on the date set forth above.

**IDAHO POWER COMPANY**

**CITY OF KETCHUM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**DISTRIBUTION LINE DEPICTION**