



**CITY OF KETCHUM, IDAHO**

CITY COUNCIL

Monday, December 20, 2021, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

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**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](http://www.ketchumidaho.org/meetings).

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

1. Join us via Zoom (*please mute your device until called upon*).  
**Join the Webinar:** <https://ketchumidaho-org.zoom.us/j/81836013157>  
Webinar ID: 818 3601 3157
2. Address the Council in person at City Hall (*masks are required in Council Chambers and seating has been arranged per the required social distance of 6'*).
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

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

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**CALL TO ORDER:** By Mayor Neil Bradshaw

**ROLL CALL:**

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

**CONSENT AGENDA:**

*Note re: 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.*

1. ACTION ITEM: Approve minutes of December 13, 2021, as submitted by Tara Fenwick, City Clerk.
2. ACTION ITEM: Recommendation to receive and file the Treasurer's financial reports, as submitted by Shellie Gallagher Rubel, Treasurer.
3. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher Rubel, Treasurer.

4. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$442,818.20, as submitted by Shellie Gallagher Rubel, Treasurer.
5. ACTION ITEM: Recommendation to Approve Alcohol Beverage Licenses, as submitted by Shellie Gallagher Rubel, Treasurer.
6. ACTION ITEM: Recommendation to Approve Amendments to Approved Agreement #22752 with Artist Jake Balcom, as submitted by Genoa Beiser, Deputy Treasurer.
7. ACTION ITEM: Recommendation to Approve Agreement #22755 with Idaho Department of Health and Welfare-Water Assistance Program, as submitted by Shellie Gallagher Rubel, Treasurer.
8. ACTION ITEM: Recommendation to Approve contract #22035 for Elite Restoration, as submitted by Tara Fenwick, City Clerk.
9. ACTION ITEM: Recommendation To Approve Agreement #20705 with Natural Energy Resources, as submitted by Jade Riley, City Administrator.
10. ACTION ITEM: Recommendation to Approve Donation Agreement #22753 with the Robert B. Burkheimer Living Trust, as submitted by Jade Riley, City Administrator.
11. ACTION ITEM: Recommendation to approve contract #22040 with Dick York's Towing, as submitted by City Administrator, Jade Riley.

**PUBLIC HEARING:**

12. ACTION ITEM: Recommendation to conduct a public hearing and conduct first reading of short-term rental Ordinance #1230, as submitted by City Administrator, Jade Riley.
13. ACTION ITEM: Recommendation to conduct a public hearing and conduct second reading of Ordinance #1231 amending Chapter 4.08 - Historic Preservation Commission, Chapter 17.96 - Design Review, and adding Chapter 17.20 - Historic Preservation to the Ketchum Municipal Code, as submitted by Suzanne Frick, Director Planning and Building.
14. ACTION ITEM: Resolution 22-013 Housing In Lieu Fees, as submitted by Suzanne Frick, Director Planning and Building.
15. ACTION ITEM: 215 Gem Street - Lot Line Shift, as submitted by Suzanne Frick, Director Planning and Building.

**NEW BUSINESS:**

16. ACTION ITEM: Recommendation to Receive and File the Audited FY 21 Financial Statements, as submitted by Jade Riley, City Administrator and Shellie Gallagher Rubel, Treasurer.

**EXECUTIVE SESSION:**

17. Enter Executive Session to consider two separate items under 74-206(1):
  - a. Attorney Client (f)
  - b. Personnel (b)

**ADJOURNMENT:**



**CITY OF KETCHUM**  
**SPECIAL MEETING MINUTES OF THE CITY COUNCIL**  
Monday, December 13, 2021

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**CALL TO ORDER:** *(00:20:42 in video)*

Mayor, Bradshaw called the meeting of Ketchum City Council to order at 3:07 p.m.

**Roll Call:**

Mayor, Neil Bradshaw  
Courtney Hamilton  
Amanda Breen  
Jim Slanetz *(via Zoom)*  
Michael David

**Also Present:**

Jade Riley - City Administrator  
Lisa Enourato - Public Affairs & Administrative Services Manager  
Tara Fenwick - City Clerk & Administrative Business Manager  
Carissa Connelly - City Housing Strategist  
Suzanne Frick - Director, Planning and Building  
Morgan Landers - Senior Planner  
Abby Rivin - Senior Planner  
Adam Crutcher - Planner  
Matt Johnson - Legal Counsel  
Nathan Harvill - Blaine County Housing  
Jennifer Gardner - Logan-Simpson  
Melissa Ruth - Logan-Simpson  
Diana Lachiondo - Agnew Beck  
Ellen Campfield-Nelson - Agnew Beck

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:**

Councilor, Courtney Hamilton reminded property owners and in-town residents to shovel their walkways. Councilor, Michael David seconded the request.

Councilor, Amanda Breen expressed appreciation to the city streets department for their excellent snow removal work.

Mayor, Neil Bradshaw reminded the public the city Winter Parking plan has been activated and he invited the public to visit the city website to join the Snow Plowing text alert program.

**CONSENT AGENDA:** (00:23:16 in video)

**Motion to approve consent agenda item. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Amanda Breen. All in Favor.**

**PUBLIC HEARING:** (00:23:36 in video)

The Council conducted a public hearing and first reading of Ordinance #1231 which will amend Chapter 4.08 - Historic Preservation Commission, Chapter 17.96 - Design Review, and adding Chapter 17.20 - Historic Preservation to the Ketchum Municipal Code.

Jennifer Gardner, Logan-Simpson shared an Ordinance Summary presentation with the Council and public.

Mayor, Neil Bradshaw, asked for public comment.

**Public Comment:**

Perry Boyle	00:37:21 in video
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Mayor, Neil Bradshaw, closed public comment.

Council discussed the Ordinance and asked questions of clarifications of staff.

**Motion to conduct the first reading of Ordinance #1231. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Jim Slanetz. 3 in Favor. 1 opposed.**

City Clerk, Tara Fenwick, read the title of Ordinance 1231.

**NEW BUSINESS:** (00:59:00 in video)

1. Ellen Campfield-Nelson, Agnew-Beck and Carissa Connelly, City Housing Strategist shared an update with the Council on the Community Housing Action Plan.
2. Mayor, Bradshaw welcomed the attending public for their participation in the Community Workshop on Housing In-Lieu Fees.

**Workshop Participants:**

Steve Kearns	01:31:28 in video
John Campbell	01:39:30 in video
Spencer Cordovano	01:58:40 in video
Liz Keagan	02:04:30 in video

Perry Boyle	<i>02:15:17 in video</i>
Reid Sanborn	<i>02:25:40 in video</i>
Mike Carr	<i>02:37:40 in video</i>
Harry Griffith	<i>03:01:20 in video</i>

The Council, with public participation, engaged in a discussion on In-Lieu Fees.

**EXECUTIVE SESSION:**

None.

**ADJOURNMENT:**

**Motion to adjourn at 6:34 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Courtney Hamilton. All in Favor.**

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Mayor, Neil Bradshaw

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City Clerk, Tara Fenwick



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File Treasurer's Monthly Financial Report**

#### Recommendation and Summary

Staff is recommending the council receive and file the Treasurer's monthly report in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the Treasurer's financial report."***

The reasons for the recommendation are as follows:

- State statute establishes requirements for monthly financial reports from the City Treasurer.

#### Introduction and History

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the financial condition of the treasury at the date of such accounting."

#### Analysis

Pursuant to the above statutory requirements, enclosed for Council review is a monthly financial report showing the financial condition of the City in the current fiscal year. This report, along with complete financial statements, is available on the City's website.

#### Sustainability Impact

There is no sustainability impact arising from this reporting.

#### Financial Impact

There is no financial impact arising from this reporting.

#### Attachments

- Attachment A: Monthly Financial Report Charts

FY 2022

## Monthly Financial Reports

As of November 30, 2021



This packet is divided into three sections: (1) General Fund charts (pages 3-7); (2) Original LOT charts (pages 8-13); (3) Enterprise Fund charts (pages 14-16); and Off-Street Parking Lot charts (pages 17-19).

Each chart includes information on current progress relative to the prior year and the current budget.

## Summary for November 30, 2021

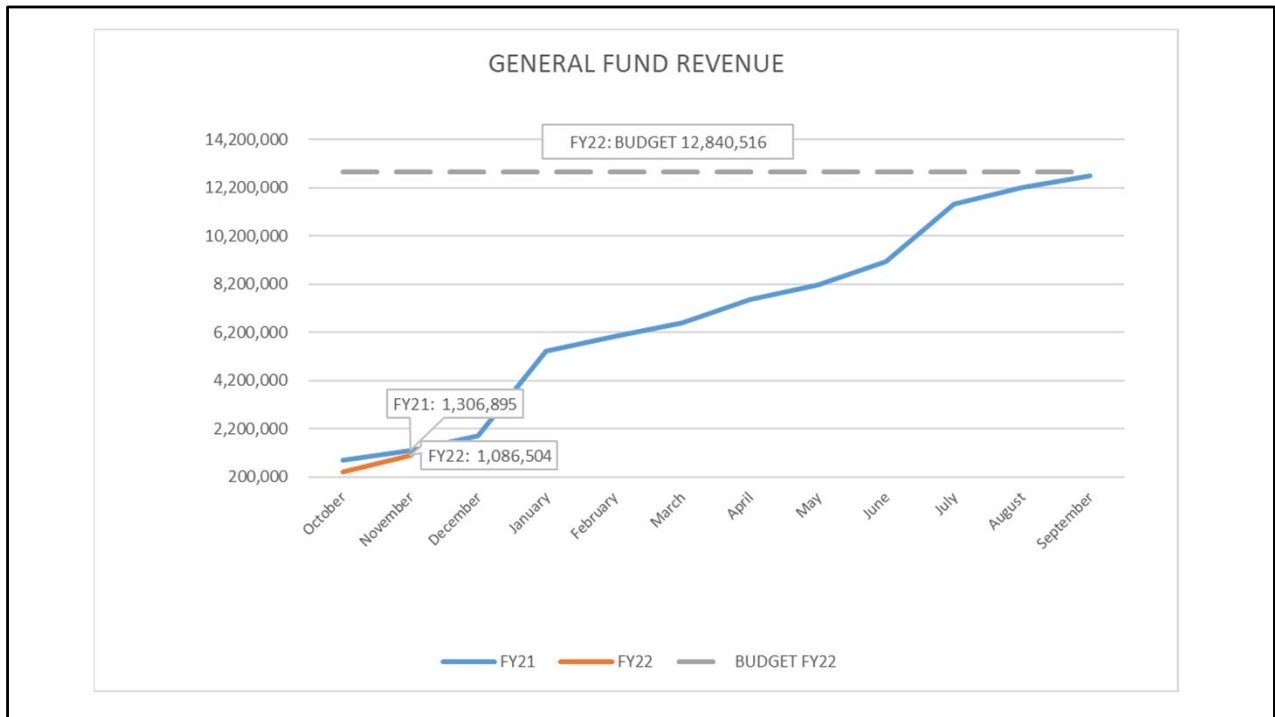
GENERAL FUND		
<b>1.</b>	<b>REVENUES</b>	
	Approved Budget	12,840,516
	Year to Date (YTD)	1,086,504
<b>2.</b>	<b>EXPENDITURES</b>	
	Approved Budget	12,840,516
	Year to Date (YTD)	1,985,921
<b>3.</b>	<b>Net Position</b>	-

LOCAL OPTION TAX		
<b>1.</b>	<b>REVENUES</b>	
	Approved Budget	2,400,000
	Year to Date (YTD)	524,564
<b>2.</b>	<b>EXPENDITURES</b>	
	Approved Budget	2,400,000
	Year to Date (YTD)	508,299
<b>3.</b>	<b>Net Position</b>	-

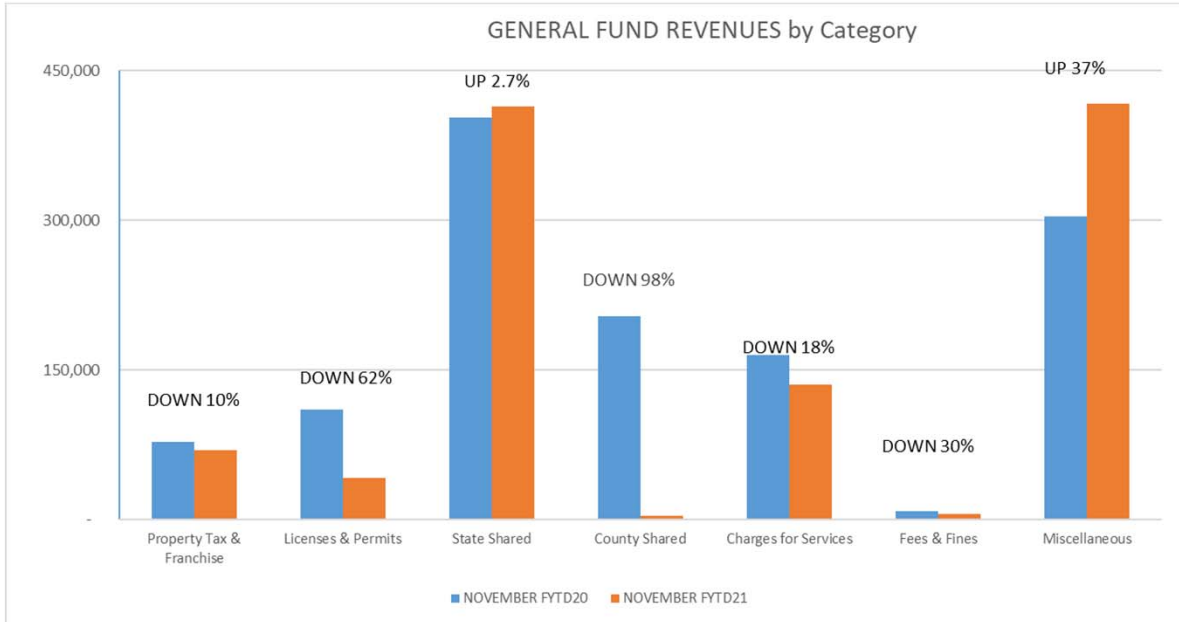


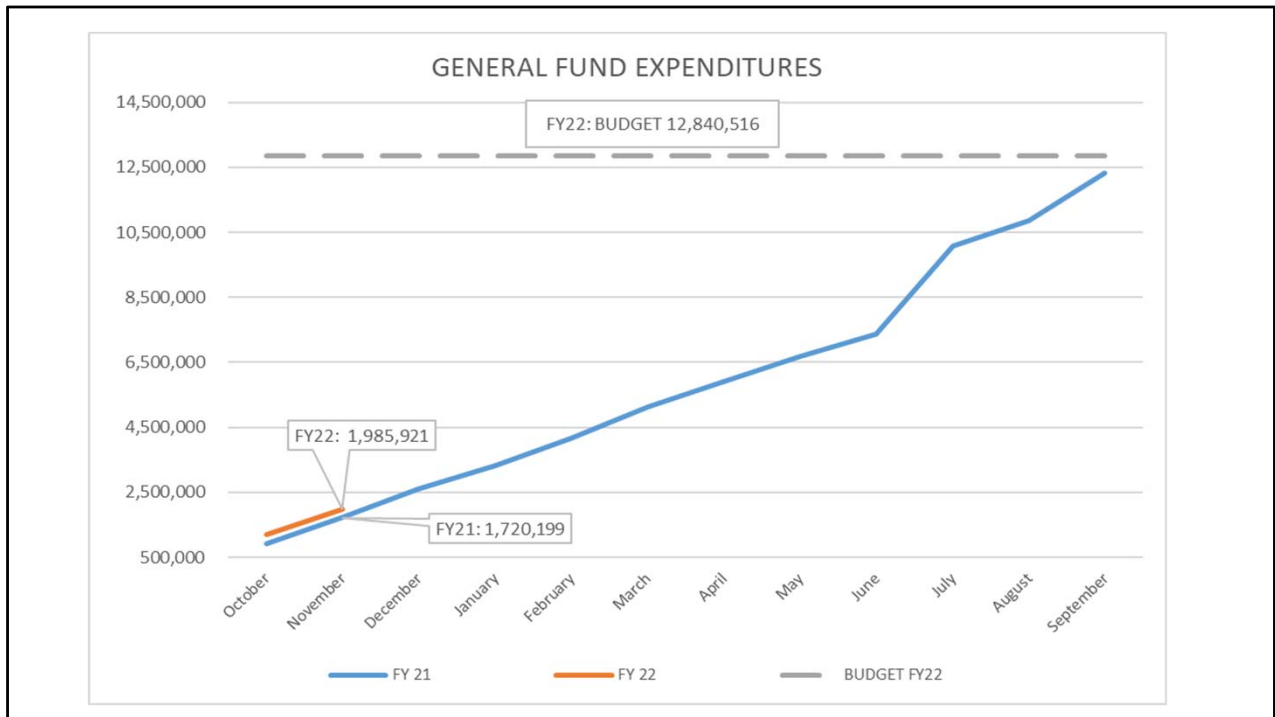
# General Fund

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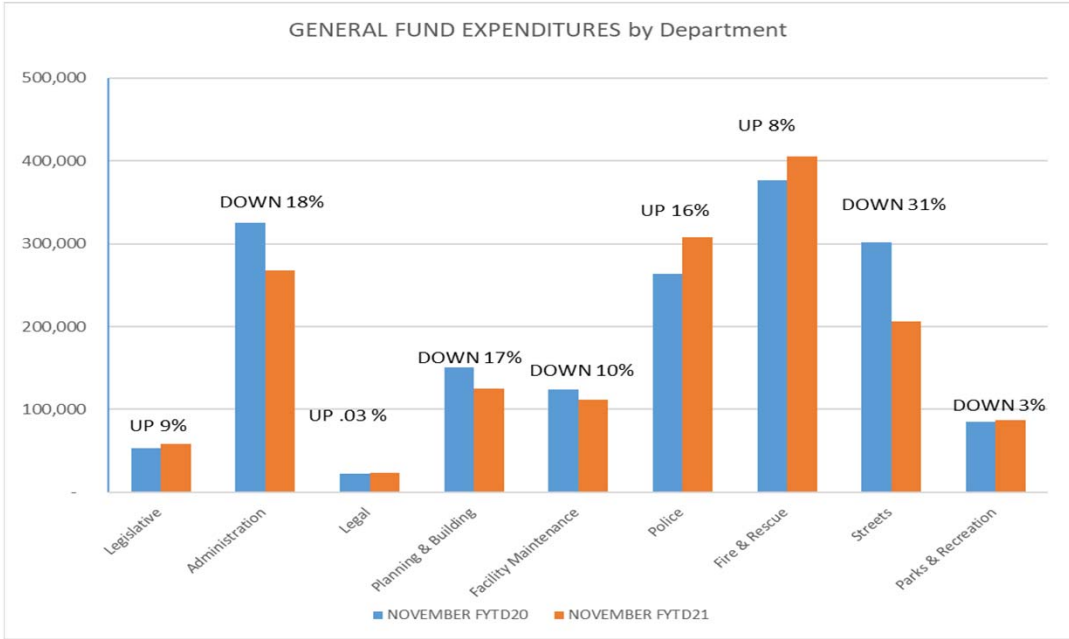


The General Fund revenues are down approximately \$220,391 (16%) in FYTD compared to FY2021. This decrease is largely due to timing of the receipts for Blaine County Ambulance we expect the October and November payments in December.



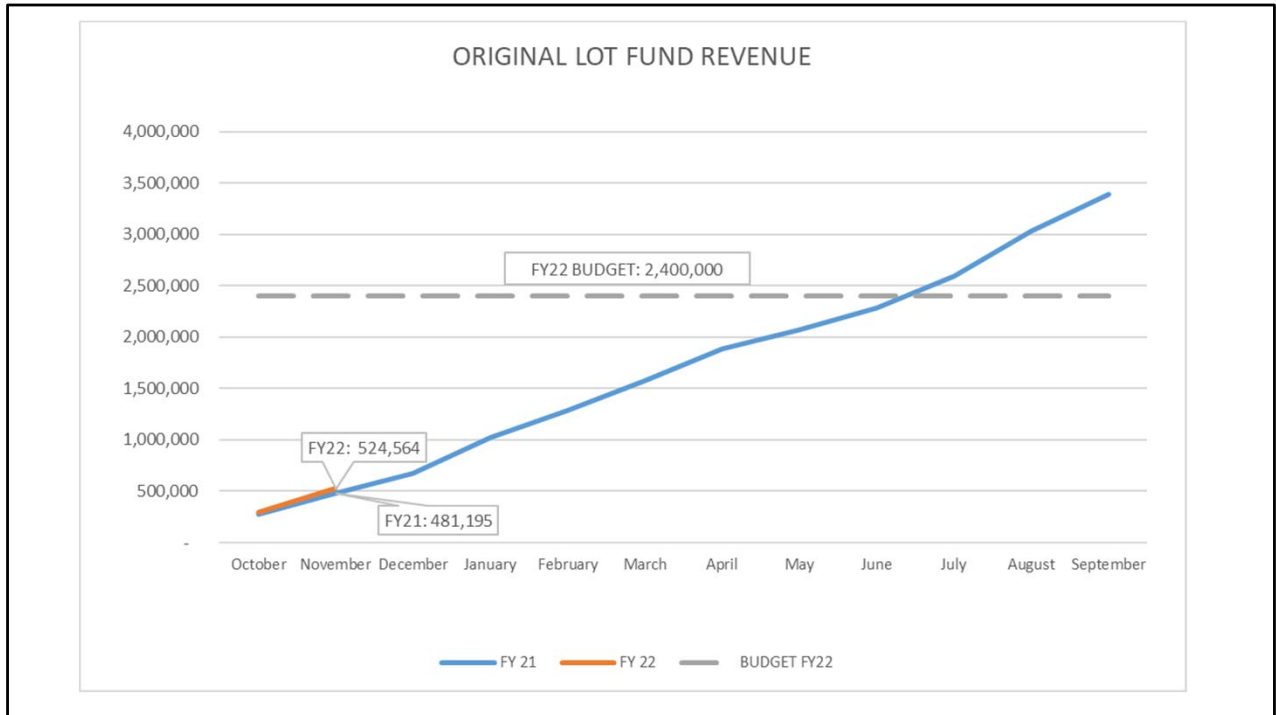


The General Fund expenditures are up \$265,722 (15%) FYTD. This increase is largely due to transfer of the ARPA funds to the Strategic Initiative Fund 54.

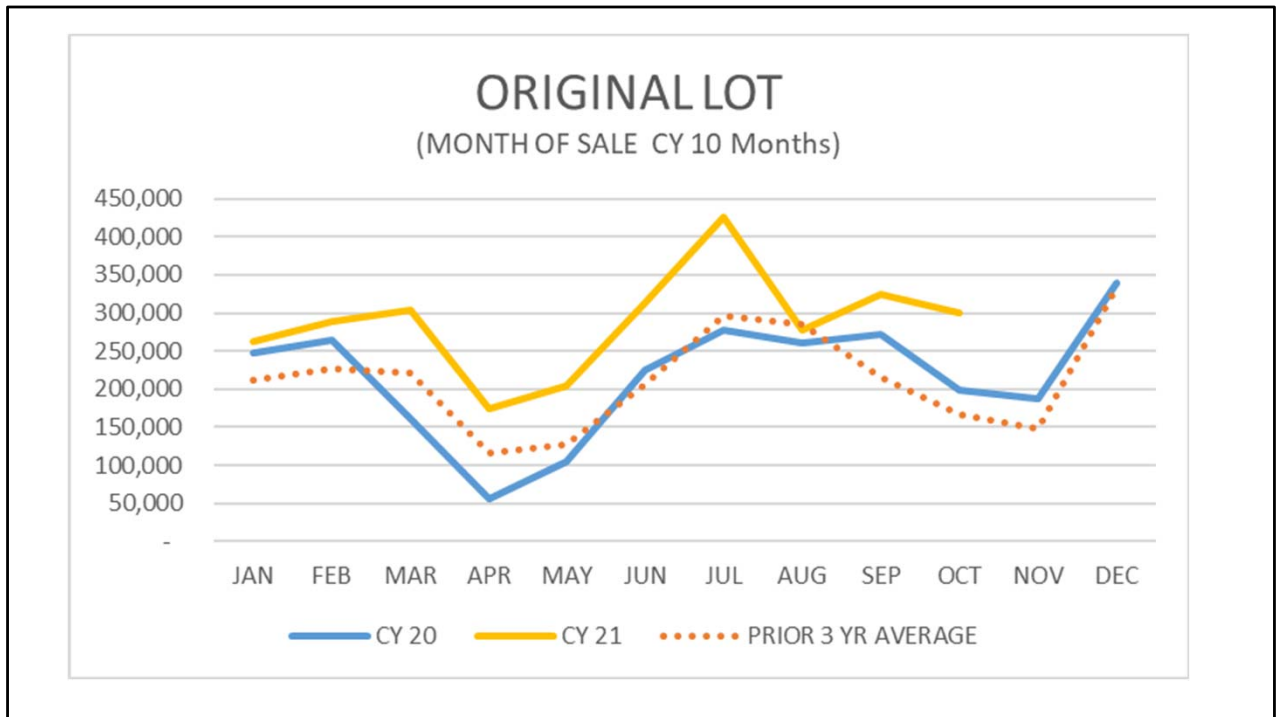


# LOT Analysis

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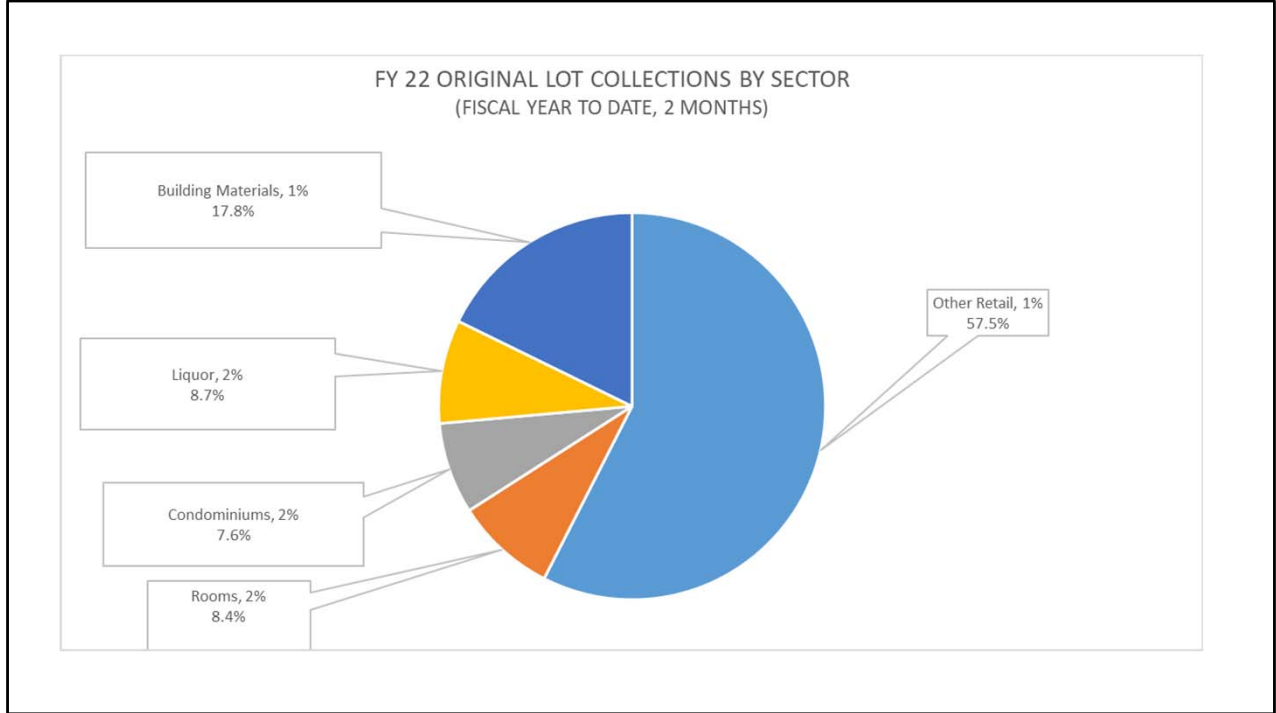


Revenue to the Original LOT Fund is up approximately \$43,369 (9%) FYTD. This increase is largely due to retail, condo and building material receipts.



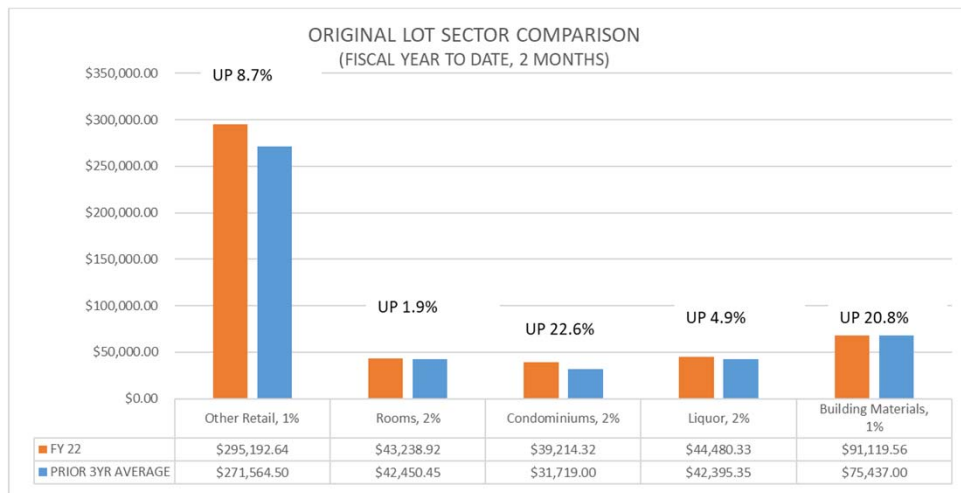
Original LOT for October month of sale are up approximately 38.3% compared to last year and up approximately 105% compared to the prior three-year average.





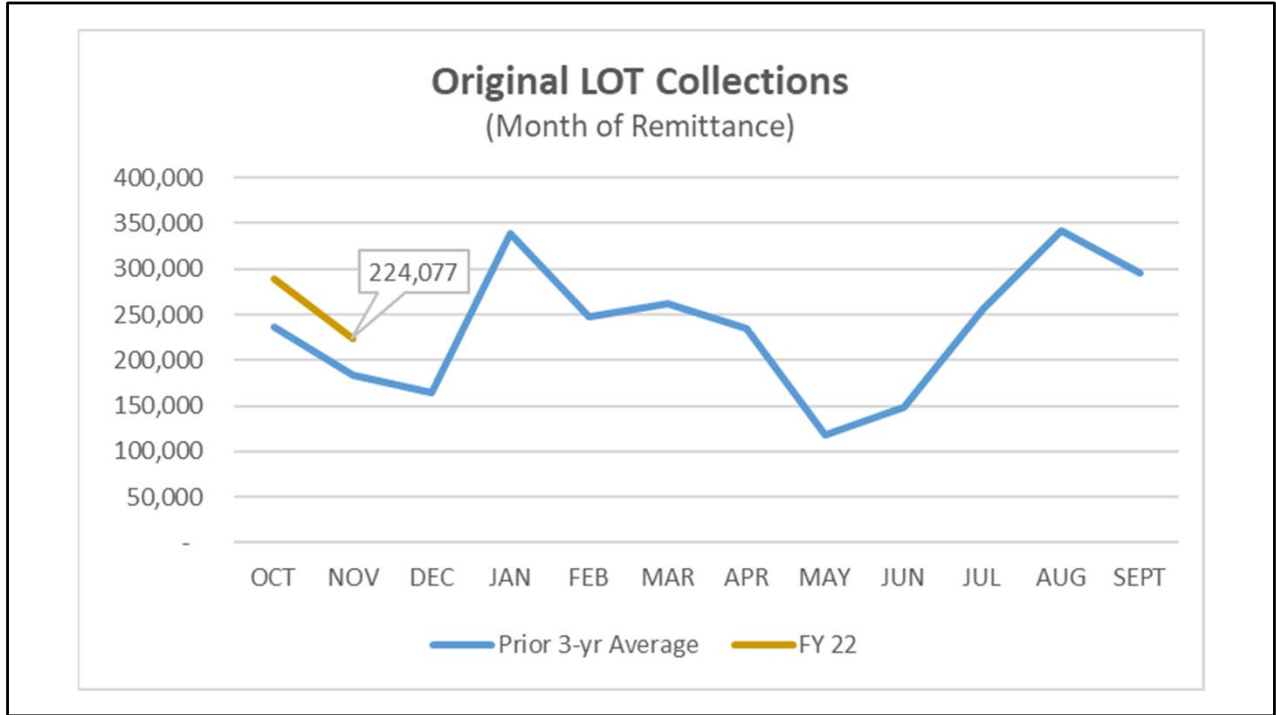
To date in FY 22 (2 months), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 57.5% of the total.
2. Building Materials have generated 17.8%.
3. Liquor has generated 8.7%
4. Rooms have generated 8.4%.
5. Condominiums have generated 7.6%.



Through the first 2 months of FY 22, collections compared to the prior three-year average are as follows:

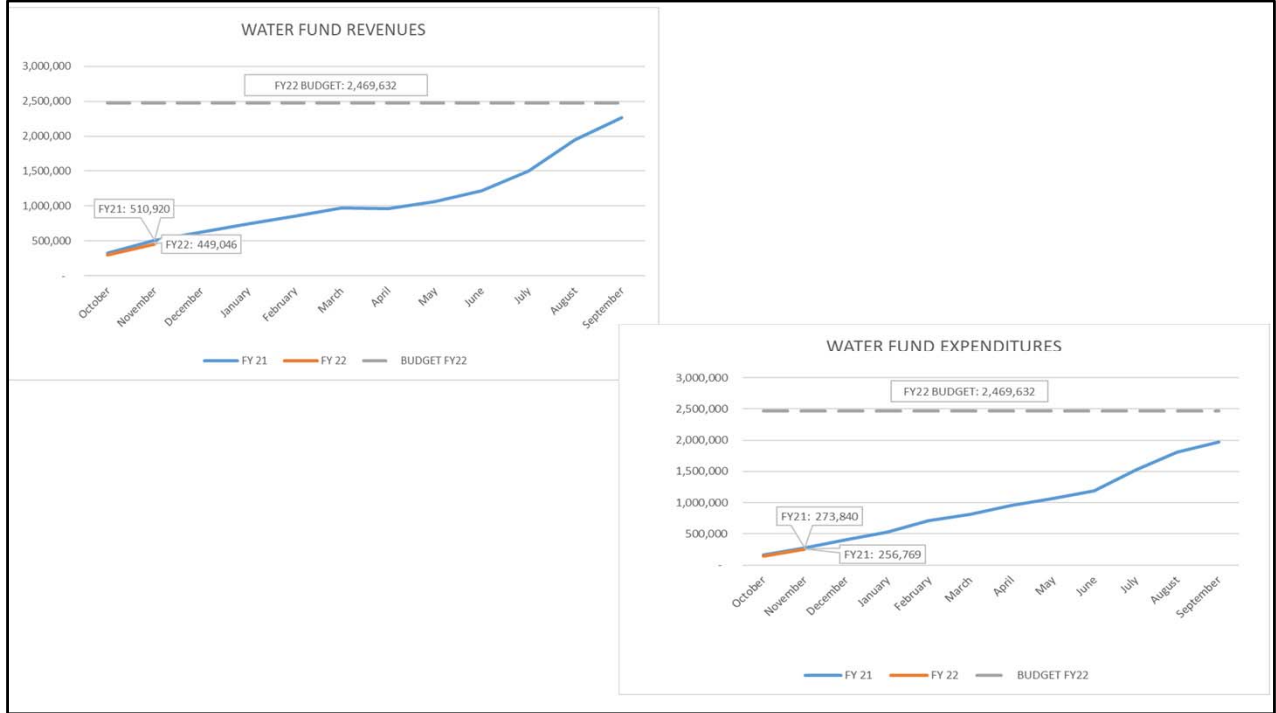
1. Retail is up 8.7%.
2. Rooms are up 1.9%.
3. Condominiums are up 22.6%
4. Liquor is up 4.9%.
5. Building Materials are up 20.8%.



Revenues from Original LOT covered sales are up approximately 33.7% compared to the average of the prior three years.

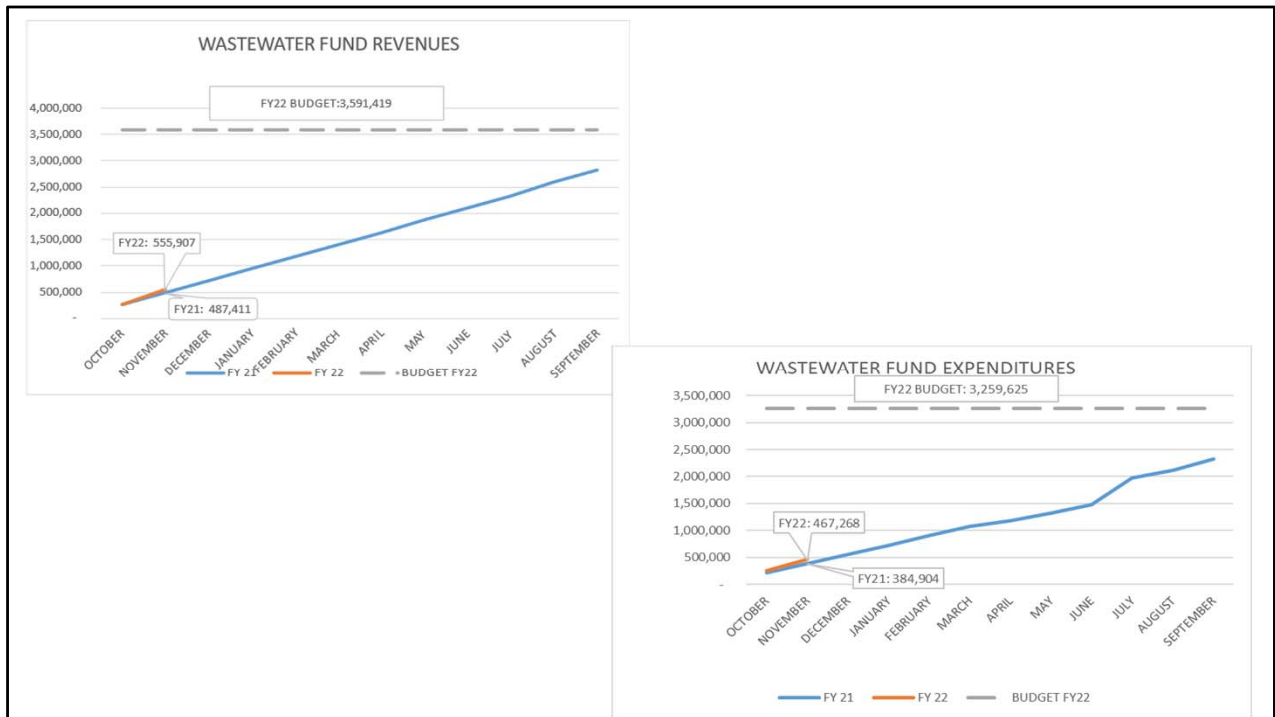
# Enterprise Funds

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The Water Fund revenues are down \$61,874 (12%) FYTD. The decrease in revenue is largely due to water conservation.

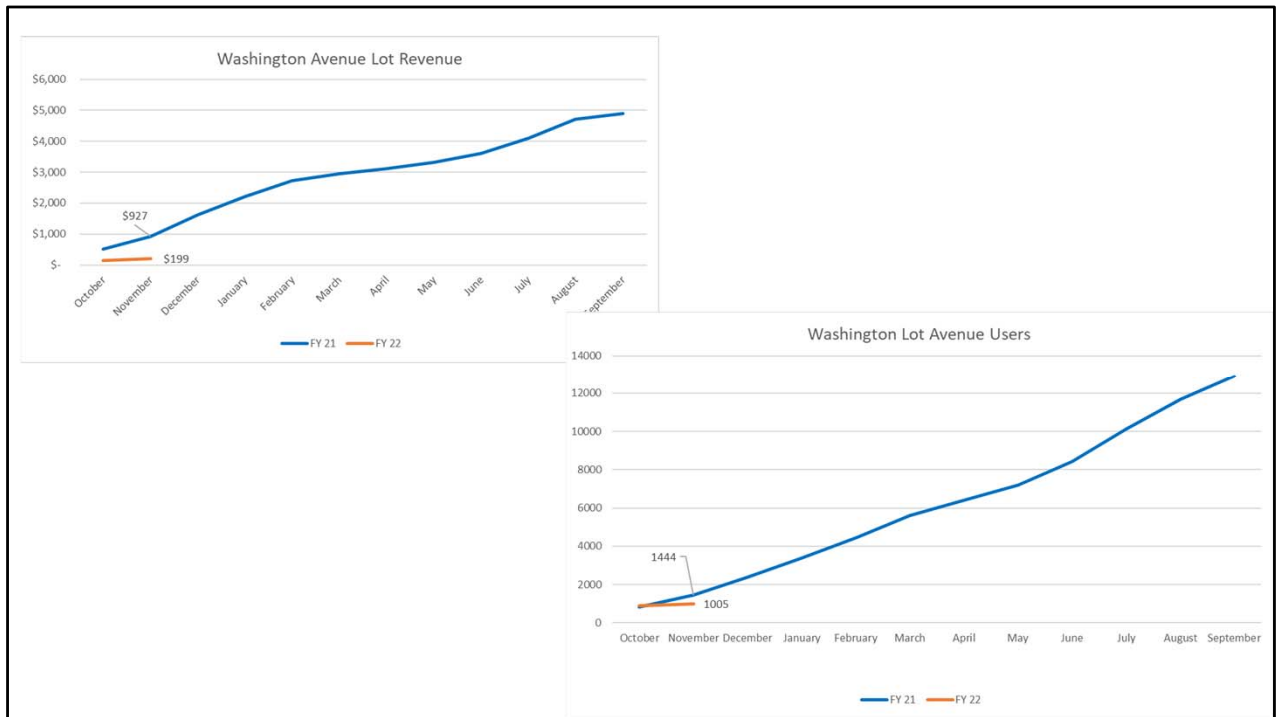
The Water Fund expenditures are down \$17,071 (6%) FYTD.



The Wastewater Fund revenues are up \$68,496 (14%) FYTD. The increase is due to two sources, charges for service and billings to the SVWSD. The Wastewater Fund expenditures are up \$82,364 (21%) FYTD. The increase is due to capital improvement transfers.

# Off-Street Parking Lots

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In the fiscal year to date, revenues at the Washington Avenue parking lot are down \$728 (80%) and users are down 439 (30%) relative to the prior year.





In the fiscal year to date, revenues at the Leadville Avenue parking lot are down \$277 (30%) and users are down 170 (48%) relative to the prior year.

## Report Criteria:

Invoices with totals above \$0 included.  
 Only unpaid invoices included.  
 [Report].GL Account Number = "0110000000"-9648008200", "9910000000"-9911810000"  
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>GENERAL FUND</b>			
<b>01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC</b>			
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: DCA	650.16
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: FSA	2,070.13
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>			
RUSCITTO/LATHAM/BLANTON	120321	RETURN- Overpayment	30.00
Total :			2,750.29
<b>LEGISLATIVE &amp; EXECUTIVE</b>			
<b>01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HRA	109.13
<b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	19.85
<b>01-4110-4200 PROFESSIONAL SERVICES</b>			
WORKMAN AND COMPANY	120821	Audited Financial Statement	8,600.00
Total LEGISLATIVE & EXECUTIVE:			8,728.98
<b>ADMINISTRATIVE SERVICES</b>			
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HRA	181.98
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	45.40
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
CHATEAU DRUG CENTER	2473131	Keys	30.90
CHATEAU DRUG CENTER	2476248	White Out	9.49
COPY & PRINT, L.L.C.	110682	Desk Calendar	14.90
COPY & PRINT, L.L.C.	110784	Trash Bin	12.98
COPY & PRINT, L.L.C.	110797	Key Storage	46.55
COPY & PRINT, L.L.C.	110798	Masks for Reception	39.80
GEM STATE PAPER & SUPPLY	1061748-07	Waste & Recycling Baskets, Dust-off	106.36
PITNEY BOWES - RESERVE ACC	3314701255	Postage Meter Rental	407.94
<b>01-4150-4200 PROFESSIONAL SERVICES</b>			
COPY CENTER LLC	1991	WSP	65.20
COPY CENTER LLC	1991	Housing, Parking	1,858.50
COPY CENTER LLC	2004	Warm Springs Preserve Informational Material	5,385.27
BACKGROUND INVESTATION B	CIT025120121-	Admin Applicant	28.90
WESTERN RECORDS DESTRUCT	0567502	November Records Destruction	65.00
VALLEY TEMP SERVICES INC	5378 120521	ELIZABETH INSINGER	104.00
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CDW GOVERNMENT, INC.	P041675	Logitech Spotlight Presenter Slate	99.74

Vendor Name	Invoice Number	Description	Net Invoice Amount
CDW GOVERNMENT, INC.	P042928	LVO 4yr Premier SUP W/OS	201.24
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	700.00
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	800.00
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	500.00
<b>01-4150-5110 COMPUTER NETWORK</b>			
CDW GOVERNMENT, INC.	N985888	LVO E14 G@ I5-1135G7 256/8 W10P	969.03
DELL FINANCIAL SERVICES	81109772	001-8998447-006 2021-2022	2,644.07
<b>01-4150-5150 COMMUNICATIONS</b>			
UPS STORE #2444	1002	#9 210921	12.67
SNEE, MOLLY	2116	Monthly Retainer	4,150.00
<b>01-4150-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001477338	4th Street & East Ave	60.00
IDAHO POWER	2203990334 12	2203990334 120921	42.23
IDAHO POWER	2206570869 12	2206570869 121021	13.21
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>			
DELL FINANCIAL SERVICES	81121087	001-8998447-005 Renewal	454.26
LEAF	12521435	100-6877711-001 November	994.75
<b>01-4150-6510 COMPUTER SERVICES</b>			
CASELLE, INC.	113631	Caselle Support & Maintenance 1/22	2,297.00
Total ADMINISTRATIVE SERVICES:			22,341.37
<b>LEGAL</b>			
<b>01-4160-4200 PROFESSIONAL SERVICES</b>			
WHITE PETERSON	24892R 113021	General Services 24892R 113021	15,500.00
Total LEGAL:			15,500.00
<b>PLANNING &amp; BUILDING</b>			
<b>01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	29.40
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HRAVIS	352.00
<b>01-4170-3200 OPERATING SUPPLIES</b>			
COPY CENTER LLC	1991	P&Z	924.00
<b>01-4170-4210 PROFESSIONAL SERVICES - IDBS</b>			
DIVISION OF BUILDING SAFETY	120121	November 2021 Building Permit Fees	7,601.50
Total PLANNING & BUILDING:			8,906.90
<b>NON-DEPARTMENTAL</b>			
<b>01-4193-4200 PROFESSIONAL SERVICE</b>			
CASH	8405990051037	Postage	58.00
DIXON RESOURCES UNLIMITED	3015	Contractual Services	1,803.75
NESTED STRATEGIES	1041	CAPITAL CAMPAIGN CONSULTANT TO ACQUIRE WARM SPRINGS	6,250.00
SPUR COMMUNITY FOUNDATIO	1363	Monthly fee for donation processing per Warm Springs Preserve Grant Agreement	5,000.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total NON-DEPARTMENTAL:			13,111.75
<b>FACILITY MAINTENANCE</b>			
<b>01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	33.93
<b>01-4194-3200 OPERATING SUPPLIES</b>			
CHATEAU DRUG CENTER	2472652	Spray Bottle	9.48
<b>01-4194-4200 PROFESSIONAL SERVICES</b>			
ARBOR CARE	6370	Pruniing	2,237.38
<b>01-4194-4220 PROF SERV-CITY BEAUTIFICATION</b>			
CHATEAU DRUG CENTER	2472715	Tree Lighting- Batteries, Clips	35.13
WEBB LANDSCAPING	K-IN-165441	Holiday Tree	229.99
WEBB LANDSCAPING	K-IN-165641	Wreaths, Lights w/ Timer	183.92
WEBB LANDSCAPING	K-IN-165648	Tree Skirt for Square, Garland for City Hall	113.72
<b>01-4194-5200 UTILITIES</b>			
CLEAR CREEK DISPOSAL	0001476095	Forest Service Park	139.10
CLEAR CREEK DISPOSAL	0001476898	Parks Dept	46.90
IDAHO POWER	2203313446 12	2203313446 120921	5.31
<b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>			
WESTERN BUILIDNG MAINTEN	0131988-IN	Janitorial Services	4,798.12
<b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>			
SCHINDLER ELEVATOR	8105803486	Preventative Maintence - 12/22-2/22	1,060.53
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>			
CENTURY LINK	2087250932 12	2087250932 120421	55.90
CLEAR CREEK DISPOSAL	0001477438	491 Sun Valley Road- Starbucks	1,682.46
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>			
RIVER RUN AUTO PARTS	6538-172654	Mini Bulb	3.99
<b>01-4194-6950 MAINTENANCE</b>			
A.C. HOUSTON LUMBER CO.	2112-861614	Screw Hook, Awl	11.38
CHATEAU DRUG CENTER	2472736	Wire	3.79
CHATEAU DRUG CENTER	2472945	Lighter, Firestarter	11.38
CHATEAU DRUG CENTER	2475354	Lock Box, Terry Towel, Brake Cleaner	55.07
COLOR HAUS, INC.	254133	Flat Base	31.00
COLOR HAUS, INC.	254134	White Pads, Thinner, Container	11.83
OHIO GULCH TRANSFER STATIO	113021	Dump	9.00
PLATT ELECTRIC SUPPLY	2H62171	4th Street - RAC 5389-o 2G 1"	324.36
PLATT ELECTRIC SUPPLY	2H74747	Electrical Box, Closure Plug	83.94
PLATT ELECTRIC SUPPLY	2H75751	LEV GFWT1-W 15A WR/TR/ST GFI	258.32
PLATT ELECTRIC SUPPLY	2H80115	4th Street - Plugs	28.63
SHERWIN-WILLIAMS CO.	2917-2	Starbucks- Paint	49.17
WEBB LANDSCAPING	K-IN-165642	Wreath Hanger	7.98
WOOD RIVER LOCK SHOP, LLC	17688	City Hall Keys	29.92
Total FACILITY MAINTENANCE:			11,551.63
<b>POLICE</b>			

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	9.80
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HSAVIS	228.00
<b>01-4210-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2112-860673	Signs	77.86
UNITED OIL	981136	39060 113021	109.43
<b>01-4210-3600 COMPUTER SOFTWARE</b>			
CALE AMERICA, INC.	166823	November 2021 Active Meters	165.00
OMNI PARK	123671	Omni Park Subscription	737.00
<b>01-4210-4200 PROFESSIONAL SERVICES</b>			
IMPACT AUTO BODY	2BE42DDD.2	Vehicle Repair: Bumper, Fender (Deer Impact)	486.30
IMPACT AUTO BODY	2BE42DDD.2	TAX EXEMPT	110.24
Total POLICE:			1,703.15
<b>FIRE &amp; RESCUE</b>			
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HSA	1,119.18
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	75.05
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>			
A.C. HOUSTON LUMBER CO.	2112-863933	80# Concrete mix for Stop Sign	11.56
ATKINSONS' MARKET	04135246	Coffee	16.00
ATKINSONS' MARKET	04139046	Coffee	27.54
CHATEAU DRUG CENTER	2475115	Kitchen Supplies	26.54
UPS STORE #2444	1002	#7 210602	15.77
UPS STORE #2444	1002	#12 210722	11.60
UPS STORE #2444	1002	#4 210802	12.78
UPS STORE #2444	1002	#8 210930	10.71
UPS STORE #2444	1002	#29 210621	30.61
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>			
A.C. HOUSTON LUMBER CO.	2112-863933	80# Concrete Mix	11.56
ATKINSONS' MARKET	04135246	Coffee	16.00
ATKINSONS' MARKET	04139046	Coffee	27.54
CHATEAU DRUG CENTER	2475115	Kitchen Supplies	26.53
NORCO	33502368	54794 111021	111.31
NORCO	33653314	52355 113021	35.10
NORCO	33654386	54794 113021	222.00
UPS STORE #2444	1002	#4 210831	53.20
<b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>			
UNITED OIL	980973	37267 113021	221.17
<b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>			
UNITED OIL	980973	37267 113021	106.03
<b>01-4230-4210 PROFESSIONAL SERVICES EMS</b>			
AIR ST. LUKE'S	12132021	1 year membership 21 Fire Employees	945.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4230-4910 TRAINING EMS</b>			
IDAHO DEPT. OF HEALTH & WEL	4881	ALS License Renewal - John Rathfon	25.00
<b>01-4230-4920 TRAINING-FACILITY</b>			
IDAHO POWER	2224210258 12	2224210258 120721	35.71
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>			
MTE COMMUNICATIONS	056983 120121	056983 120121	15.13
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	450.00
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	25.00
VERIZON WIRELESS	9893575654	8452054354 112321	303.54
COX BUSINESS	049446101 112	049446101 112821	123.28
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	191.97
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T New CAD system/Monthly Bill	191.96
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>			
MTE COMMUNICATIONS	056983 120121	056983 120121	15.12
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	450.00
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	25.00
VERIZON WIRELESS	9893575654	842054354 112321	303.53
COX BUSINESS	049446101 112	049446101 112821	123.27
<b>01-4230-5200 UTILITIES</b>			
IDAHO POWER	2226144497	2226144497 112421	1,555.26
SENTINEL FIRE & SECURITY, IN	71629	6702 - 107 Saddle Rd (New Fire Station)	104.85
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11944088	5109 112221	12.27
LES SCHWAB	11700724246	New Tires and Balance for C11 (Seth's Vehicle)	1,068.12
CURTIS TOOLS FOR HEROES	INV547440	3' & 3.5" Field Service Kit with Generation II Stainless Ball for Swing Out Valves for E1	216.75
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11944088	5109 112221	12.26
<b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
MUNICIPAL EMERGENCY SERIC	IN1651723	17 C Combi Tool Repair	321.87
CURTIS TOOLS FOR HEROES	INV548283	Non-Ambiant Air check Air Analysis	160.00
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
MUNICIPAL EMERGENCY SERIC	IN1651723	17 C Combi Tool Repair	321.88
<b>01-4230-6900 OTHER PURCHASED SERVICES FIRE</b>			
ESO SOLUTIONS INC.	ESO-67017	Emergency Reporting Invoice (Now owned by ESO) for 2022	402.08
<b>01-4230-6910 OTHER PURCHASED SERVICES EMS</b>			
ESO SOLUTIONS INC.	ESO-67017	Emergency Reporting (Now ownedby ESO) Invoice for 2022	402.08
Total FIRE & RESCUE:			9,988.71
<b>STREET</b>			
<b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	53.77
<b>01-4310-3200 OPERATING SUPPLIES</b>			
COLOR HAUS, INC.	254028	Yellow Traffic Marking Paint	103.02
GEM STATE PAPER & SUPPLY	1063001-01	Odor Eliminator	59.35

Vendor Name	Invoice Number	Description	Net Invoice Amount
GEM STATE PAPER & SUPPLY	1063001-02	Disinfectant	66.70
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	204727	Synthetic Oil Bulk for Equip	2,231.00
UNITED OIL	980975	37269 113021	999.87
<b>01-4310-4200 PROFESSIONAL SERVICES</b>			
AWSI	500886	Pre-employment Testing	76.75
<b>01-4310-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	500.00
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>			
COLOR HAUS, INC.	254245	Black Paint	34.38
FASTENAL COMPANY	IDJER100383	Cable Ties	28.00
NAPA AUTO PARTS	083210	#8 962 Loader- Filters, Oil FIL, Fuel FIL	35.86
NAPA AUTO PARTS	084344	Dumptrucks- Oil Filters & Fuel FIL	104.28
NAPA AUTO PARTS	084516	#47 Crewcab	19.28
NAPA AUTO PARTS	084702	#49 Crew Cab Fuel FIL	24.49
NAPA AUTO PARTS	084903	#50 F550 Exact Fit Beam	20.98
WESTERN STATES CAT	IN001847583	Plowtrucks- Edge	543.32
WESTERN STATES CAT	IN001848888	Plowtrucks- Edge	568.95
JACKSON GROUP PETERBILT	260016	Windshield Wiper Fluid	40.68
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>			
ALSCO - AMERICAN LINEN DIVI	LBOI1947147	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1948917	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
NORCO	33600148	Acetylene, CO2, Oxygen	228.39
NORCO	33653388	53271 113021	226.50
CINTAS FIRST AID & SAFETY	5087101183	First Aid Supplies	63.74
<b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>			
BUSINESS AS USUAL INC.	156813	Laminating 20 Signs	39.00
<b>01-4310-6930 STREET LIGHTING</b>			
IDAHO POWER	2200059315 12	2200059315 120921	5.31
IDAHO POWER	2200506786 12	2200506786 120921	14.29
IDAHO POWER	2201174667 12	2201174667 120921	12.32
IDAHO POWER	2202627564 12	2202627564 120921	13.69
IDAHO POWER	2205963446 12	2205963446 120921	61.68
IDAHO POWER	2224304721 12	2224304721 120921	5.31
PLATT ELECTRIC SUPPLY	2H87272	LED for Street Light	35.82
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>			
A.C. HOUSTON LUMBER CO.	2112-860399	Shop Basement Concrete Repair	47.77
A.C. HOUSTON LUMBER CO.	2112-861222	Propane	13.98
A.C. HOUSTON LUMBER CO.	2112-864307	Gorilla Tape	11.99
ANDERSON ASPHALT PAVING IN	236	42 Tons of Material Dumped	212.94
COLOR HAUS, INC.	254068	Blue Traffic Marking	13.98
COLOR HAUS, INC.	254368	Plowtruck Shed Floor - Paint, Anti-Skid, Epoxy	281.15
COLOR HAUS, INC.	254373	Paint Trays	5.40
IDAHO LUMBER & HARDWARE	888087	Rental of Floor Sander for Plow Shed	303.51
Total STREET:			7,185.19

**RECREATION**

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HSA	639.56
<b>01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	16.50
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HRAVIS	303.00
<b>01-4510-3200 OPERATING SUPPLIES</b>			
SYSCO	1408582599	Ice Cream, Trash Bags	54.91
<b>01-4510-3250 RECREATION SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2112-864956	Liner Gloves, Staple Gun Tacker	43.34
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>			
ATKINSONS' MARKET	04137650	Eggs, Bagles, Jet Puff, Pizza Squares	39.18
ATKINSONS' MARKET	05481970	Carrots	5.11
ATKINSONS' MARKET	08386141	Progresso	2.46
SYSCO	1408582599	Ice Cream, Trash Bags	120.92
<b>01-4510-5200 UTILITIES</b>			
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	500.00
<b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>			
WINDOW WELDER	153375	Windshield	292.00
Total RECREATION:			2,016.98
Total GENERAL FUND:			103,784.95
<b>GENERAL CAPITAL IMPROVEMENT FD</b>			
<b>GENERAL CIP EXPENDITURES</b>			
<b>03-4193-7194 ZONING CODE UPDATE</b>			
LOGAN SIMPSON DESIGN INC	28775	Historic Preservation Plan Update	6,400.00
Total GENERAL CIP EXPENDITURES:			6,400.00
Total GENERAL CAPITAL IMPROVEMENT FD:			6,400.00
<b>ORIGINAL LOT FUND</b>			
<b>ORIGINAL LOT TAX</b>			
<b>22-4910-6060 EVENTS/PROMOTIONS</b>			
ATKINSONS' MARKET	04135819	Bakery Items	80.46
BMI	41586351	Annual License Fee- Copyright Permission (music)	331.20
CHATEAU DRUG CENTER	2473607	Lock	8.54
ROAD WORK AHEAD CONST. SU	120921	CREDIT MEMO- December 2021	6.78
<b>22-4910-6080 MOUNTAIN RIDES</b>			
MOUNTAIN RIDES	11688	Monthly Installment 12/21	57,250.00
Total ORIGINAL LOT TAX:			57,663.42
Total ORIGINAL LOT FUND:			57,663.42
<b>ADDITIONAL1%-LOT FUND</b>			



Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>ADDITIONAL 1%-LOT</b>			
<b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>			
SUN VALLEY AIR SERVICE BOA	121521	October MOS 2021	190,417.87
Total ADDITIONAL 1%-LOT:			190,417.87
Total ADDITIONAL1%-LOT FUND:			190,417.87
<b>FIRE CONSTRUCTION FUND</b>			
<b>FIRE FUND EXP/TRNFRS</b>			
<b>42-4800-7450 EQUIPMENT</b>			
UPS STORE #2444	1002	#13 210716	161.50
Total FIRE FUND EXP/TRNFRS:			161.50
Total FIRE CONSTRUCTION FUND:			161.50
<b>IN-LIEU HOUSING FUND</b>			
<b>IN-LIEU HOUSING EXPENDITURES</b>			
<b>52-4410-6020 BC-KETCHUM HOUSING AUTHORITY</b>			
BLAINE COUNTY HOUSING	120621	FY 2022 - 1st Quarter	18,750.00
Total IN-LIEU HOUSING EXPENDITURES:			18,750.00
Total IN-LIEU HOUSING FUND:			18,750.00
<b>WATER FUND</b>			
<b>WATER EXPENDITURES</b>			
<b>63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	26.05
<b>63-4340-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL INC.	156926	Misc. Office Supplies	30.70
BUSINESS AS USUAL INC.	156951	Misc. Office Supplies	83.95
<b>63-4340-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	79472	Statement Processing for Utility Billing	443.88
<b>63-4340-3200 OPERATING SUPPLIES</b>			
ALSCO - AMERICAN LINEN DIVI	LBO11947153	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBO11947155	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
CHATEAU DRUG CENTER	2476597	Keys	24.72
D & B SUPPLY INC.	60260	Work Pants: S. Daigh	149.97
GO-FER-IT	107997	292 113021	40.00
PIPECO, INC.	S4420084.001	Ice Melt	98.23
TREASURE VALLEY COFFEE INC	2160 07902625	Hot Cocoa, Coffee	55.42
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>			
UNITED OIL	980977	37271 113021	287.49
<b>63-4340-4200 PROFESSIONAL SERVICES</b>			
DIG LINE	0067103-IN	0000167 113021	72.80

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>63-4340-4300 STATE &amp; WA DISTRICT FEES</b>			
GALENA GROUND WATER DIST	2856	Membership Assessment (35)	2,100.00
GALENA GROUND WATER DIST	2857	Membership Assessment (15)	900.00
GALENA GROUND WATER DIST	2858	Membership Assessment (9)	540.00
<b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>			
IDAHO RURAL WATER ASSOCIA	19698	WFDC Tuition Match: Stephanie Gaston	500.00
OXFORD SUITES BOISE	BSE-9677	Room Charge- Kellen Chatterton	147.00
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087250715 12	2087250715 120421	124.17
CENTURY LINK	2087255045 12	2087255045 120421	60.18
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	250.00
<b>63-4340-5200 UTILITIES</b>			
IDAHO POWER	2203658592 11	2203658592 112421	4,998.41
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
GRAINGER, INC., W.W.	9149488554	Roadside Emergency Kit	234.84
RIVER RUN AUTO PARTS	6538-172923	Oil & Filter	61.14
Total WATER EXPENDITURES:			11,313.79
Total WATER FUND:			11,313.79
<b>WASTEWATER FUND</b>			
<b>WASTEWATER EXPENDITURES</b>			
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HRA	427.18
<b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>			
NBS-NATIONAL BENEFIT SERVI	828576	Admin Fees November 2021: FSA & HRA	29.65
NBS-NATIONAL BENEFIT SERVI	CP302115	Claims Paid November 2021: HSAVIS	552.66
<b>65-4350-3100 OFFICE SUPPLIES &amp; POSTAGE</b>			
BUSINESS AS USUAL INC.	156926	Misc. Office Supplies	30.70
BUSINESS AS USUAL INC.	156951	Misc. Office Supplies	83.95
<b>65-4350-3120 DATA PROCESSING</b>			
BILLING DOCUMENT SPECIALIS	79472	Statement Processing for Utility Billing	665.82
<b>65-4350-3200 OPERATING SUPPLIES</b>			
A.C. HOUSTON LUMBER CO.	2112-860372	Gloves, Spray Paint, Snap Link	31.95
A.C. HOUSTON LUMBER CO.	2112-863614	Spray Paint	14.97
ALSCO - AMERICAN LINEN DIVI	LBO11947153	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBO11947154	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36
TREASURE VALLEY COFFEE INC	2160 07953545	COFFEE	73.95
<b>65-4350-4200 PROFESSIONAL SERVICES</b>			
ANALYTICAL LABORATORIES, I	86518	chemicals	2,115.12
THORNTON HEATING	50479	Check Furnace	110.00
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
SYRINGA NETWORKS, LLC	21DEC0349	21DEC0349	250.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>			
LES SCHWAB	11700727872	Flat Repair	120.06
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>			
LUTZ RENTALS	126441-1	Saw, Chain, Gas	35.64
OHIO GULCH TRANSFER STATIO	204702	Clean Wood Waste	2.90
USA BLUEBOOK	810326	SC200 Digital Dual-Input Controller	2,468.00
USA BLUEBOOK	817689	Extension Cable	467.33
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>			
A.C. HOUSTON LUMBER CO.	2112-862867	Ear Plugs, Gloves, Respirator	75.25
BUSINESS AS USUAL INC.	156951	Appointment Book	17.95
DIG LINE	0067103-IN	0000167 113021	72.80
McMASTER-CARR SUPPLY CO.	69275373	Wet-Environment Rope	107.90
UNITED OIL	980976	37270 113021	10.75
Total WASTEWATER EXPENDITURES:			7,919.31
Total WASTEWATER FUND:			7,919.31
<b>PARKS/REC DEV TRUST FUND</b>			
<b>PARKS/REC TRUST EXPENDITURES</b>			
<b>93-4900-6200 PARK MEMORIAL BENCH/TREES</b>			
SONNTAG RECREATION, LLC	21275	Dumor bench	1,721.00
<b>93-4900-6500 ICE RINK-PRIVATE</b>			
BECKER ARENA PRODUCTS, INC	603358	Blade, Squeegee, Spreader Towel	552.37
Total PARKS/REC TRUST EXPENDITURES:			2,273.37
Total PARKS/REC DEV TRUST FUND:			2,273.37
<b>ESSENTIAL SERVICES FAC. TRUST</b>			
<b>ESF TRUST EXPENDITURES</b>			
<b>95-4193-7201 FUTURE ESF CITY HALL</b>			
LYTLE SIGNS	106731	New City Hall Sinage	297.00
LYTLE SIGNS	DP31680	Signage City Hall	249.00
NEURILINK CONNECTED	31324	City Hall Upgrades	40,887.99
CSHQA	36204	New City Hall Design	2,700.00
Total ESF TRUST EXPENDITURES:			44,133.99
Total ESSENTIAL SERVICES FAC. TRUST:			44,133.99
Grand Totals:			442,818.20

Vendor Name

Invoice Number

Description

Net Invoice Amount

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Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

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City of Ketchum

December 8, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Alcohol Beverage License**

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

*I move to approve Alcohol Beverage Licenses for the applicants included in the staff report.*

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of December 20, 2021 – August 31, 2022, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by September 1<sup>st</sup>. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following businesses have filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of \$350.52 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
Oasis Stop N Go		X		X		\$ 175.26
Oasis Stop N Go		X		X		\$ 175.26

Sincerely,



Shellie Rubel  
Treasurer

Attachments: Alcohol applications



City of Ketchum

**Beer, Wine & Liquor-by-the Drink License Application**

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Oasis Stop N Go LLC		Doing Business As: Base Camp Warm Springs
Physical Address where license will be displayed: 980 Warm Springs Rd Ketchum, ID 83350		
Mailing Address: 130 2nd Ave N. Twin Falls ID 83301		
Recorded Owner of Property: Placeholder LLC 525 N 4th Ave E Hailey, ID		
Applicant Phone Number: 208-736-8503		Applicant Email: cyoung@travelersoasis.com
STATE LICENSE NO: 14883 (copy required)	COUNTY LICENSE NO: 84 (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: _____ See Attached List _____ _____	
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 35.56
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$ 139.70
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 175.26
ADDITIONAL INFORMATION- DUI Misdemeanor Over 15 years ago		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		





**Corporate Officers- Oasis Stop N GO LLC 28 Locations**

(Name): Daniel L. Willie  
4047 N Canyon Ridge Dr.  
Twin Falls, ID 83301  
(Title) Member

(Name): Troy Willie  
4036 N 3320 E  
Twin Falls, ID 83301  
(Title) Member

(Name): Mont Willie  
2837 Leeann Dr.  
Twin Falls, ID 83301  
(Title) Member

(Name): Patrick Lewis  
308 Shoshone St. E # 7  
Twin Falls, ID 83301  
(Title) Member

Sonja E. Willie  
4047 N Canyon Ridge Dr.  
Twin Falls, ID 83301  
(Title) Member



City of Ketchum

**Beer, Wine & Liquor-by-the Drink License Application**

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at [taxes@ketchumidaho.org](mailto:taxes@ketchumidaho.org) or (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Oasis Stop N Go LLC		Doing Business As: Base Camp River Run
Physical Address where license will be displayed: 12728 State Hwy 75 Ketchum, ID 83350		
Mailing Address: 130 2nd Ave N Twin Falls, ID 83301		
Recorded Owner of Property: River Run Holdings		
Applicant Phone Number: 208-736-8503		Applicant Email: cyoung@travelersoasis.com
STATE LICENSE NO: 3453 (copy required)	COUNTY LICENSE NO: 85 (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: _____ See Attached List _____ _____	
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$35.56
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$139.70
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 175.26
ADDITIONAL INFORMATION- DUI Misdemeanor Over 15 years ago		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

David L. White

Member

Applicant Signature

Relation to Business

09/28/21

Date

Kelvin Chernie

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 12/8/21	License Fee Paid 75446	License No: 10979A
To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of <del>August 1, <u>July 31,</u></del> December 20th, 2021 - August 31st, 2022		
Approved by City of Ketchum Idaho by:		
_____ Mayor		

App completed 12/8/21

**Corporate Officers- Oasis Stop N GO LLC 28 Locations**

(Name): Daniel L. Willie  
4047 N Canyon Ridge Dr.  
Twin Falls, ID 83301  
(Title) Member

(Name): Troy Willie  
4036 N 3320 E  
Twin Falls, ID 83301  
(Title) Member

(Name): Mont Willie  
2837 Leeann Dr.  
Twin Falls, ID 83301  
(Title) Member

(Name): Patrick Lewis  
308 Shoshone St. E # 7  
Twin Falls, ID 83301  
(Title) Member

Sonja E. Willie  
4047 N Canyon Ridge Dr.  
Twin Falls, ID 83301  
(Title) Member



City of Ketchum  
City Hall

December 15<sup>th</sup>, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Amendments to Approved Agreement #22752 with Artist Jake Balcom**

Recommendation and Summary

Staff is recommending Council to approve amendments to Agreement #22752 with artist Jake Balcom for a sculpture project at the new City Hall.

**“I move to approve amendments to Agreement #22752 with artist Jake Balcom.”**

The reason for the recommendation is as follows:

- Upon discussion with the Artist, Staff finds it reasonable to pay the Artist’s fee of \$30,000 in increments: 1/3 upon approval, 1/3 halfway through fabrication, and 1/3 upon delivery of the final piece.
- Upon discussion with the Artist, Staff finds it reasonable to move forward the delivery date to April 15, 2022, to allow for Holiday delays and supply chain delays.

Attachments: Amended Agreement #22752 (changes are underlined)

**AMENDED AGREEMENT #22752 BETWEEN THE CITY OF KETCHUM AND JAKE BALCOM  
FOR THE COMMISSION OF A SCULPTURE ART PROJECT**

This agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Ketchum, a municipal corporation (hereinafter “City”), and Jake Balcom, an individual (hereinafter “Artist”); (hereinafter collectively referred to as “the Parties”) for the purpose of creating a sculpture at the Ketchum City Hall.

**RECITALS**

WHEREAS, the City requires the services of an artist to create a sculpture in a public space; and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Ketchum Arts Commission has selected the Artist based upon their work and qualifications; and

WHEREAS, the Artist and City wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the Parties agree as follows:

**AGREEMENT**

**DESCRIPTION OF SERVICES**

Artist will design, fabricate and install a sculpture for the foyer at the City Hall.

**PAYMENT FOR SERVICES**

In exchange for the services, the City shall pay Artist a fee of Thirty Thousand Dollars (\$30,000) in three (3) installments (1/3 upon approval of the piece, 1/3 halfway through fabrication, and 1/3 upon delivery of the piece) and approval by a City Committee. This amount is inclusive of artist fee, design, materials, engineering, fabrication, shipping and installation.

**TERMS**

The work shall be performed by Artist or Artist Team. The work submitted by the Artist is original, solely owned by the Artist and reproduction will not violate the rights of any third party. The Artist shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Artist grant to a third party the right to replicate the artistic designs and dimensions of the artwork, without the written permission of the City

Artist retains all rights to the artwork pursuant to the Copyright Act of 1976. The Artist grants to the City of Ketchum an unlimited, non-exclusive and irrevocable license to make reproductions of the artwork and the final designs to be used in brochures, media, publicity, marketing, social media, and catalogs or other similar publications.

The artwork is intended to remain in place indefinitely; however, the artwork may be removed at any time without notification of the Artist to accommodate replacement or repairs.

The City of Ketchum is not responsible for any third-party infringement of Artists' copyright and not responsible for protecting the intellectual property rights of Artist.

#### **INDEPENDENT CONTRACTOR**

Artist is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by Artist, but Artist shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Artist.

#### **ARTIST RESPONSIBILITIES**

Artist shall coordinate commencement of design on the effective date of this Agreement and complete the Scope of Services on or before Friday, April 15, 2022.

#### **ARTIST'S INSURANCE**

The City and Artist warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement

#### **INDEMNIFICATION**

Artist agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions or judgments for damages of injury to persons or property arising out of or resulting from the negligent performances or activities of Artist, Artist's agents, employees, or representatives under this Agreement.

#### **NONASSIGNMENT**

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

#### **APPLICABLE LAW**

Any dispute under this Agreement or related to this Agreement shall be construed in accordance with the laws of the State of Idaho.

**SEVERABILITY**

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

NOW THEREFORE, by executing this Agreement, each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter into this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**ARTIST**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Jake Balcom

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk





## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Agreement 22755 with Idaho Department of Health and Welfare-Water Assistance Program**

#### Recommendation and Summary

Staff is recommending the Council provide authorization to the City to enter into an agreement for water and wastewater assistance for residents in need:

***"I move to approve Agreement #22755, authorizing the City Treasurer to sign the agreement."***

#### Introduction and History

The program is administered by the IDHW for residents in need of assistance in paying their water and waste water monthly billing. This program is offered to a household whose combined income is below 60% of the State Median income as well as other qualification outlined in the facts sheet Attachment A. Qualified residents can receive onetime assistance per household for a maximum of \$1500.00. Only the amount owed by the household will be paid.

#### Analysis

Other cities have implemented assistance programs offering help in paying resident water and wastewater bills. City of Meridian works with EIAda to administer their program as well as offering their own city sponsored program called "Meridian Cares".

#### Financial Impact

There is no financial impact to the city as the Idaho Department of Health and Welfare administer the program.

#### Attachments

- Attachment A: Agreement #22755, LIHWAP Facts Sheet

**Idaho Department of Health and Welfare, Division of Welfare**  
LIHWAP Vendor Agreement 08/2021

**Low-Income Home Water Assistance Program (LIHWAP) Vendor Agreement**

**Between:** Idaho Department of Health and Welfare (Department), Division of Welfare

**And:** City of Ketchum \_\_\_\_\_ (Vendor)

This Agreement (“Agreement”) shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This agreement defines the conditions required by the Utility Vendor (Vendor), Direct Service Providers (DSP) and the Department of Health and Welfare (Department) to assure compliance with the regulations of the Low-Income Home Water Assistance Program (LIHWAP).

**No Vendor shall be paid a water or sewer assistance payment without signing an agreement with the Department assuring that the conditions contained herein are met. Each party to this Agreement is responsible for its own negligence.**

**I. General Conditions**

- A. **CONFIDENTIALITY:** The Vendor and the Department agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual’s and the Department’s written consent and only in accordance with federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. The Vendor shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- B. **FRAUD:** The Vendor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to a DSP or the Department or knowingly allowing others to do so; intentional failure to notify the Department of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

**II. Department Responsibilities**

The Department shall:

- A. Provide funds for LIHWAP
- B. Develop and issue Vendor Agreements
- C. Provide LIHWAP program guidance
- D. Inform the Vendor of any relevant changes to LIHWAP
- E. Establish reasonable policies and procedures designed to detect, prevent, and mitigate the risk of fraud related to the administration of LIHWAP for the Vendor’s customers.
- F. Comply with all applicable federal, state, and local laws as they pertain to LIHWAP. To include the supplemental terms and conditions as set forth by the Administration for Children and Families.

### **III. Direct Service Provider Responsibilities**

The Direct Service Provider shall:

- A. Process applications and determine program eligibility
- B. Accept referrals for LIHWAP benefits by the Vendor
- C. Work with the Vendor to determine arrearages
- D. Work with Vendors to prevent disconnection of service or establish reconnection of services
- E. Issue a payment within ten (10) days of contacting a Vendor on behalf of a customer account
- F. Be available to customers to answer questions and to research payments, when needed
- G. Comply with all applicable federal, state, and local laws as they pertain to LIHWAP. To include the supplemental terms and conditions as set forth by the Administration for Children and Families (ACF).

### **IV. Vendor Responsibilities**

The Vendor shall:

- A. Comply with all applicable federal, state, and local laws as they pertain to LIHWAP. To include the supplemental terms and conditions as set forth by the Administration for Children and Families (ACF).
- B. Provide at least one designated contact person who shall be available to respond by to all inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- C. Comply with all applicable federal, state, and local laws regarding non-discrimination.
- D. Not treat a household receiving assistance under LIHWAP adversely because of such assistance.
- E. Refer potential applicants to DSPs for assistance through LIHWAP.
- F. Immediately stop disconnection of service based on payment pledge from a DSP or the Department.
- G. Immediately begin restoration of service based on payment pledge from a DSP or the Department.
- H. Credit water or sewer assistance payment(s) to participants' account promptly, and in no event, later than their next billing cycle. Participants' billing statements must reflect the receipt of the water assistance payment.
- I. Apply LIHWAP payments to the household's drinking water or wastewater costs before applying other assistance payments.
- J. Contact the DSP or the Department, if the water or sewer payment is not received within ten (10) days following notification from a DSP or the Department.
- K. Ensure the LIHWAP payment will not generate a credit on the account.
- L. Use LIHWAP funds to pay for home water and sewer costs to include arrearages, taxes, fees, reconnection costs. Expenses such as service contracts, garbage, cable, internet, telephone, repair work, cannot be paid with LIHWAP funds.
- M. Maintain an adequate accounting system which identifies the LIHWAP payment was applied to the participant's account.
- N. Ensure records maintained by the Vendor relating to this agreement shall be available when given reasonable notice, for inspection, audit or other examination and copying, by the Department, DSPs or U.S. Department of Health and Human Services (HHS).
- O. Return to the DSP, within ten (10) days from receipt, any payments that cannot be applied to a participants' account due to discontinued service or at the request of a DSP or the Department.
  - All returned payments must include the participants' name, LIHWAP benefit issuance date, account number, and benefit amount.
  - Returned payments sent without the required information will be returned.
  - Make checks payable to DSP who issued the LIHWAP payment. See the attached list for DSP addresses.

**V. Data Collection:**

Data must be provided within a time frame specified by the Department and must be provided in the format requested by the Department. The data must be provided to the Department (or an authorized agent for the Department) for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to the Department.

- A. Provide, at no cost to the Department or the household, the data requested below by or on behalf of the Department as set forth in the supplemental terms and conditions
- B. Provide written information to the Department on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods.
- C. Provide the itemized amount, cost, and type of water assistance and services (i.e., drinking water or wastewater) provided for households approved for assistance under this award.
- D. Identify the impact of the -LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

**VI. Termination of Agreement**

This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination.

Either the Department or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 30 days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit. This agreement may be terminated for one of the following reasons:

- A. A change in the requirements of the Low-Income Household Water Assistance Program Supplemental terms and conditions
- B. A change in the federal or state regulations
- C. A change in the State Plan for administering LIHWAP
- D. Non-compliance with agreed conditions by either party

The Department may terminate the whole or any part of this agreement if the Vendor fails to perform any of the provisions of this agreement. Through written notice, the Department will allow the Vendor ten (10) days to resolve the issue before the agreement is terminated.

Upon signing by both parties, this agreement shall stay in effect through June 30, 2022.

Digitally signed by Julie A. Hammon  
DN: cn=Julie A. Hammon, c=US,  
o=Idaho Department of Health and  
Welfare, ou=Division of Welfare,  
email=Julie.Hammon@dhw.idaho.gov  
Date: 2021.09.01 15:35:04 -0600

**Julie A.  
Hammon**

9/1/2021

Julie Hammon, Administrator  
Idaho Department of Health and Welfare, Division of Welfare

Date



12-20-21

Vendor Company Representative – Signature

Date

**Treasurer**

Vendor Company Representative - Title

**Shellie Gallagher Rubel**

Vendor Company Representative – Printed Name

Vendor Company Name: City of Ketchum

Vendor EIN/TIN/SSN (Required): 82-6001390

Vendor Contact for Payments (Name): Shellie Gallagher Rubel

Vendor Contact for Payments (Phone): 208-726-3841

Vendor Contact for Payments (E-mail): finance@ketchumidaho.org

**Vendor Preferred Method for Receiving Payment Information:**

-mail  Fax  U.S. Mail

**Vendor Utility Service Type:**

Water  Sewer

Vendor County/Counties Served: Blaine County

**I agree to abide by the terms of this HEV Agreement**

  
Signature of Vendor Company Representative

\_\_\_\_\_  
Date

**For Office Use Only**

HEV Code: \_\_\_\_\_

IDHW Approval Date: \_\_\_\_\_

Debarment Verification Date: \_\_\_\_\_

## LIHWAP Facts Sheet

### 1. What is LIHWAP?

LIHWAP stands for Low-Income Home Water Assistance Program. LIHWAP is a federal money to help low-income families pay for home drinking water and waste water services.

### 2. Where does it come from?

Federal funding was awarded to states from the Consolidated Appropriations Act and the American Rescue Plan.

### 3. Who receives this funding?

Households whose combined income is below 60% of the State Median Income, receive SNAP benefits, SSI, means tested Veteran's programs or LIHEAP (Low-Income Home Energy Assistance Program).

### 4. How do people get the funding?

Households will apply for these funds through local Community Action Agencies. Benefits are paid directly to the utility vendor.

There are seven (7) Community Action Agencies throughout Idaho who review eligibility for LIHWAP benefits. Please refer customers to the agency based on the county where the customer resides:

- **Community Action Partnership (CAP)** – Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, Shoshone. **Phone:** (208) 746-3351 **Website:** Cap4action.org
- **Community Council of Idaho (CCI)** – Bingham, Bonneville, Canyon, Cassia, Power, Twin Falls. **Phone:** 208-454-1652 **Website:** communitycouncilofidaho.org
- **Eastern Idaho Community Partnership (EICAP)** - Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton. **Phone:** (208)522-5391 **Website:** eicap.org
- **El-Ada** - Ada, Elmore, Owyhee. **Phone:** (208)345-2820 **Website:** eladacap.org
- **South Central Community Action Partnership (SCCAP)** - Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls. **Phone:** (208)733-9351 **Website:** sccap-id.org
- **South Eastern Idaho Community Action Agency (SEICAA)** - Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power. **Phone:** (208)232-1114 **Website:** seicaa.org
- **Western Idaho Community Action Partnership (WICAP)** - Adams, Boise, Canyon, Gem, Payette, Valley, Washington **Phone:** (208)454-0675 **Website:** wicap.org

### 5. How do benefits get paid to the utility vendor?

Vendors will sign a Vendor Agreement with the Department of Health and Welfare (IDHW). IDHW will work with the local Community Action Agencies to provide them the list of approved vendors. Payments will be issued to the utility vendor from the Community Action Agency within ten (10) days of determining eligibility for a customer.

### 6. How much will LIHWAP pay?

Maximum payment for an individual household is \$1500.00. Only the amount owed by that household will be paid.

### 7. Can the household receive multiple payments?

Eligible households will be allowed to receive one (1) payment per service from LIHWAP funding. If drinking water and wastewater are billed together, the customer would receive one payment. If services are billed separately, the customer could receive one (1) payment to each vendor.

8. What will LIHWAP pay for?

LIHWAP benefits will pay home drinking water or waste water costs. It can include the current bill amount, fees (ex. reconnection, late fees), and arrearages.

9. What is not allowed to be paid with LIHWAP?

Costs for services or other charges unrelated to drinking water and wastewater services are not eligible to be paid with LIHWAP grants (ex. trash, telephone, infrastructure). Bills that include multiple services must be able to be separated out to extract the charges for water and waste water. **Bills that cannot be separated out, cannot be paid.**

10. Can the amount paid be applied as a credit on an account?

No, only the amount owed by the household should applied to the customer's account. If the amount issued would cause a credit, the vendor should pay the account current and refund the remaining amount to the Community Action Agency.

11. What is required to participate as a LIHWAP vendor?

- Vendors are required to enter into a Vendor Agreement with the Idaho Department of Health and Welfare (IDHW); and
- Vendors must be in good standing with the Idaho Secretary of State to do business within the State of Idaho.

# Home Water Assistance Program

## The Low-Income Home Water Assistance Program (LIHWAP) may be able to help you

What can be paid with LIHWAP:

Past due home drinking water and wastewater bills,  
 Disconnect and/or Reconnect fees;  
 Current bill amount due.

What can not be paid with LIHWAP funds:

Costs for services or other charges unrelated to drinking water and wastewater services are not eligible to be paid with LIHWAP grants (ex. trash, telephone, infrastructure).

Bills that include multiple services must be able to be separated out to extract the charges for water and waste water.

**Bills that cannot be separated out, cannot be paid.**

There are seven (7) Community Action Agencies throughout Idaho who review eligibility for LIHWAP benefits. Please refer to the agency based on the county where the household resides:

<p><u>El Ada Community Action Agency, Inc (El-Ada)</u>                  (208) 345-2820 or eladacap.org                  2250 S. Vista Ave. Boise, Idaho 83704                  Serving: Ada, Elmore, Owyhee counties.</p>	<p><u>Community Action Partnership, Inc (CAP)</u>                  (208)746-3351 or Cap4action.org                  124 New 6th St Lewiston, Idaho 83501                  Serving: Benewah, Bonner, Boundary, Idaho, Clearwater, Kootenai, Latah, Lewis, Nez Perce, &amp; Shoshone counties</p>	<p><u>Eastern Idaho Community Action Partnership, Inc (EICAP)</u>                  (208)522-5391 or eicap.org                  935 E Lincoln Rd. Idaho Falls, Idaho 83401                  Serving: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, &amp; Teton counties.</p>
<p><u>Community Council of Idaho (CCI)</u>                  (208)454-1652 communitycouncilofidaho.org                  317 Happy Day Blvd. Caldwell, ID 83607                  Serving: Bingham, Bonneville, Canyon, Cassia, Power, &amp; Twin Falls counties.</p>		
<p><u>Western Idaho Community Action Partnership, Inc (WICAP)</u>                  (2085)454-0675 or wicap.org                  502 Main St. Caldwell, Idaho 83605                  Serving: Adams, Boise, Canyon, Gem, Payette, Valley, Washington counties.</p>	<p><u>South Central Community Action Partnership, Inc (SCCAP)</u>                  (208)733-9351 or sccap-id.org                  550 Washington St S. Twin Falls, Idaho 83301                  Serving: Blaine, Camas, Cassia, Gooding, Twin Falls, Jerome, Lincoln, &amp; Minidoka counties.</p>	<p><u>SouthEastern Idaho Community Action Agency, Inc (SEICAA)</u>                  (208)232-1114 or seicaa.org                  641 N. 8th Avenue Pocatello, Idaho 83201                  Serving: Bannock, Bingham, Caribou, Bear Lake, Franklin, Oneida, &amp; Power counties.</p>







City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve contract #22035 for Elite Restoration.**

Recommendation and Summary

Staff requests Council authorize the Mayor’s signature on Contract # 22035 with Elite Restoration who will provide contracted services for salvage, asbestos abatement and demolition of old City hall.

**“I move to authorize the Mayor to sign the Elite Restoration Service Contract #22035 for \$ 201,061.40.”**

The project will be completed in three phases:

- Phase 1 - Salvage of building materials will decrease items the city places in landfill
- Phase 2 - Asbestos Abatement must be complete prior to structural demolition
- Phase 3 – Structural demolition must be complete prior to Bluebird development

RFP’s were requested, vendor bids reviewed and measured against the following criteria, per Procurement policy:

- Ability to perform three phases of work
- Flexibility in timing
- Both phased and total cost

Introduction and History

In accordance with procurement guidelines in Idaho Code Title 67, Chapter 28, the City of Ketchum welcomed the engagement of several vendors, organized a tour of the facility, and accepted bids.

**Summary of Bid Detail:**

Elite Restoration	Grant Mackay
<ul style="list-style-type: none"> <li>• Responded to invitation, attended tour, submitted bid</li> <li>• Bid all phases of the work requirement</li> </ul>	<ul style="list-style-type: none"> <li>• Responded to the invitation, submitted bid</li> <li>• Bid only the demolition portion of the work</li> </ul>

**Pricing Summary:**

<b>Elite Restoration</b>	<b>Grant Mackay</b>
<ul style="list-style-type: none"><li>• Project Management - \$ 9,875.00</li><li>• Salvage - \$ 65.00 per hour / \$ 2,600.00</li><li>• Asbestos Abatement - \$ 94,200.00</li><li>• Demolition - \$ 94,386.40</li></ul>	<ul style="list-style-type: none"><li>• Project Management - no bid</li><li>• Salvage – no bid</li><li>• Asbestos Abatement – no bid</li><li>• Demolition - \$ 191,996.00</li></ul>

Financial Note

City staff has requested funding for this project from the Urban Renewal Agency (URA). The agency will consider this request during their December 20<sup>th</sup> prior to the City Council meeting. Should the URA not approve the request, the Council fund the project from the In-Lieu Housing Account or Capital Improvement Fund Balance.

Sustainability Note

Awarding the service contract to Elite Restoration will ensure the City of Ketchum will:

- salvage reusable materials to avoid placing them in the landfill
- effectively handle asbestos removal

Sincerely,

*Tara Fenwick*

Tara Fenwick  
City Clerk

Attachments:

- Elite Restoration – Full Bid
- Public Works Contract
- Insurance Validation
- P.O. 22035
- Grant MacKay – Full Bid
- Asbestos Report
- Surplus Resolution



621 South Main St  
Bellevue, ID 83313  
Phone 208-788-9463 Fax 208-734-6304

# Proposal

Date: 10/22/2021

Customer: City Of Ketchum Home No: \_\_\_\_\_

Street Address: 480 East North Cell No: \_\_\_\_\_

City/State/Zip: Ketchum Idaho 83340 Other No: \_\_\_\_\_

Elite Restoration Inc. proposes to furnish all listed material and labor necessary for the completion of the following job specifications: Asbestos abatement, and full building demolition at the above-named address.

Product Salvaging estimated 2 Techs @ 65\$ PH @ 40 Hours Each - \$2,600.00

Site protection & Project Management – \$9,875.00

Asbestos abatement – Includes all equipment, disposal & protection.

Roof – 13,000 SQ @ 7\$ per square foot - \$91,000.00

Interior vinyl base abatement – \$3,200.00

Building demolition – Full removal of entire structure - excludes any backfill \$94,386.40

**Estimated Grand Total - \$201,061.40 – (Two Hundred One Thousand and Sixty-One Dollars and Forty Cents.)**

Elite Restoration proposes hereby to furnish material and labor with above specifications. Payment schedule as follows: 25% deposit before work begins, Rest due upon completion of work. All payments will be assessed a 30% A.P.R For payments received 30 days after being billed.

All material is guaranteed to be as specified and the work will be completed in a workmanlike manner in accordance to specifications. Any and all alterations or deviations from the stated specifications involving extra costs and materials will be executed only upon written orders. These changes turn into an extra charge, over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond contractor’s control. Owner of property to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmen’s compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney’s fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

\_\_\_\_\_  
Customer

  
\_\_\_\_\_  
Elite Restoration Inc.

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Ketchum (Owner) and Elite Restoration Inc. (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
- C.
  - 1. City of Ketchum Salvage, Asbestos Abatement and Demolition which includes full abatement of all asbestos containing materials, and a full demo of the structure excluding back fill.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the northeast side of the city block by East Ave, and 5<sup>th</sup> St E, and 4 St E.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

## 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. This Contract.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Work Change Directives (EJCDC C-940).
    - b. Change Orders (EJCDC C-941).
    - c. Field Orders.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Engineer for this Project is – Not required

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The Work will be substantially completed on or before **June 30, 2022** and completed and ready for final payment on or before **July 15, 2022**.

### 4.02 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$201,061** for all Work.

**ARTICLE 6 - BONDS AND INSURANCE**

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers’ Compensation:

State:	<u>Idaho - Statutory</u>
Employer’s Liability:	
Bodily Injury, each Accident	\$ <u>500,000</u>
Bodily Injury By Disease, each Employee	\$ <u>500,000</u>
Bodily Injury/Disease Aggregate	\$ <u>500,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>

Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>10,000</u>

c. Automobile Liability herein:

Combined Single Limit of:	\$ <u>1,000,000</u>
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d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
  2. Blanket contractual liability coverage to the extent permitted by law;
  3. Broad form property damage coverage; and
  4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer’s liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a “follow the form” basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner’s termination rights under Article 15.

## **ARTICLE 7 - CONTRACTOR’S RESPONSIBILITIES**

### **7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

### **7.02 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

### **7.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat,



telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

#### 7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

#### 7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

#### 7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

#### 7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### 8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 Engineer's Status**

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

## 10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

### 11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

### **13.02 Defective Work**

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

### 14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

### 14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

### 14.03 Retainage

- A. The Owner shall retain **[Percentage of Contract Price to be Held as Retainage]** % of each progress payment until the Work is substantially complete.

### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.



#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

## ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### **17.04 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on            (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)*

CONTRACTOR:

Elite Restoration Inc.  
\_\_\_\_\_

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

Title: President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Elite Restoration Inc.  
\_\_\_\_\_

1920 Highland Ave E  
\_\_\_\_\_

Twin Falls, ID 83301  
\_\_\_\_\_

**License No.:** \_\_\_\_\_  
(where applicable)

**NOTE TO USER: Use in those states or other jurisdictions where applicable or required.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higgins & Rutledge Insurance, Inc. 1661 Shoreline Dr., Suite 100 Boise ID 83702	<b>CONTACT NAME:</b> Rachel Matt <b>PHONE (A/C, No, Ext):</b> 208-343-7741 <b>E-MAIL ADDRESS:</b> RachelM@HigginsRutledge.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Elite Restoration, Inc. 1920 Highland Ave E Twin Falls ID 83301	<b>INSURER A :</b> Cincinnati Insurance Company		10677
	<b>INSURER B :</b> State Insurance Fund - Idaho		36129
	<b>INSURER C :</b> StarStone Specialty Ins Co		44776
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

### COVERAGES

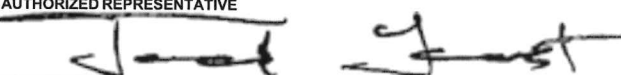
CERTIFICATE NUMBER: 78598789

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0514195	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0514195	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP 0514195	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	672934	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Contractors Pollution Liability			I70502210AEM	10/13/2021	10/13/2022	Each Occurrence	\$2,000,000
							Aggregate	\$2,000,000
							Deductible	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Elite Restoration, Inc. 1920 Highland Ave E Twin Falls ID 83301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# Elite Restoration

## 6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State: (D)	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 500,000
Bodily Injury By Disease, each Employee	\$ 500,000
Bodily Injury/Disease Aggregate	\$ 500,000

b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 10,000

c. Automobile Liability herein:

**NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.**

Bodily Injury:	
Each Person	\$ _____
Each Accident	\$ _____
Property Damage:	
Each Accident	\$ _____
Combined Single Limit of:	\$ 1,000,000

d. Excess or Umbrella Liability:

Per Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

e. Contractor's Pollution Liability:

Each Occurrence	\$ 2,000,000
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# Elite Restoration

General Aggregate

\$ 2,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
  - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.



# Elite Restoration

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.



**CITY OF KETCHUM**  
 PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22035**

<b>To:</b> 5748 ELITE RESTORATION 621 S MAIN ST BELLEVUE ID 83313	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/19/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	SALVAGE, ABATE ASBESTOS AND DEM 52-4410-7115	201,061.40	201,061.40
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		201,061.40

\_\_\_\_\_  
 Authorized Signature



Corporate Office  
1055 West 500 South  
West Bountiful, UT 84087

(801) 972-6406  
(801) 972-6406

Texas Office  
3717 Mesa Drive  
Houston, TX 77013

(713) 670-0135  
(713) 670-0765

November 10, 2021

Attn: Tara Fenwick  
Company: Ketchum Business Admin

Phone:  
Email: [tfenwick@ketchumidaho.org](mailto:tfenwick@ketchumidaho.org)

**Re: Ketchum City Hall and Fire Station Demo**

We at Grant Mackay Demolition are pleased to submit to you our proposal for the above referenced Project. In consideration of the pricing listed below we propose to perform the scope described below and by RFP sent out on 10/12/21. We acknowledge 1 Addendum, respectively. Specific clarifications and conditions will be listed below.

Work included in our scope:

**Building Material Salvage – NO BID**

**Asbestos Abatement – NO BID**

**Structure Demolition**

- Complete demo of the existing building city hall and fire station structures including footings, foundations, and slab.
- Price includes tear down, hauling, and disposal fees
- Price includes obtaining city and state DAQ permits
- Price includes installing a fence for site security and safety
- The approach may become damaged during machine transport. Please discuss a plan with us to see if it can be protected or if you need to provide a budget to repair

**Building Demo Total\*\*\*\*\*\$191,996.00**  
(One Hundred Ninety-One Thousand Nine Hundred Ninety-Six US Dollars)

**Exclusions**

Grant Mackay Demolition’s proposal excludes the following (unless noted in the scope above):

- Bonds, City Permits, 10 Day Division of Air Quality filing
- Saw Cutting or Core Cutting
- Utility Disconnects and Safe Offs
- Underground Utility Removal
- Water for Dust Control

- Sandblasting
- Landscaping
- Dewatering
- Earthwork (backfill, dirt removal, compaction, clear, grub, grading, seeding or site restoration)
- Striping Removal
- Road Base Removal
- Responsible for the city walks or approaches
- Roofing
- Non-typical Work Hours Outside of 7AM to 5PM
- Shoring or Bracing
- MEP Demolition
- Capping or Patching
- Utilities
- Separation or Disconnection and Demolition of Ductwork or Sprinklers
- Piles and Pile Caps
- Surface Preparation for New Construction
- Floor Preparation
- Mastic or Adhesive Removal
- Preparation for any Other Trades
- Grinding
- X-Ray of Concrete
- Salvage of Items for Contractors or Owners Use
- Barricades, Security Fencing
- No General Notes Included
- Documents and/or Specifications/Procedures Submitted to Grant Mackay Company after Submission of Proposal
- Flagging
- Street Sweeping
- Temp Walls and/or Dust Partitions or Protections
- Protection of Items to Remain
- Costs or Conditions Which Cause Delay by Others Beyond Grant Mackay Company's Control
- Asbestos Removal or any other Items Associated with Hazardous Materials
- Hazardous Material Removal or Handling
- 3<sup>rd</sup> Party Air Monitoring
- Final Air Clearances or Any Other Associated Items
- Any Additional Work Caused by Hidden Obstructions/Buried Items or Extra Ceilings or Layers Not Shown on Drawings or Plans
- Tank Removal
- Hazardous Materials Assessment
- Layout
- SWPPP
- Tar Removal
- Weather Proofing

### **Conditions**

- Grant Mackay Demolition's proposal is based on the following conditions:
  - Price is based on typical construction unless otherwise noted on plans and specs.
  - If schedule changes (start/end dates) are due to unforeseen circumstances, Grant Mackay Company reserves the right to seek accelerated costs.

- This proposal supersedes any scope sheets or other documentation where Grant Mackay Company scope responsibilities are concerned. All inclusions and exclusions as outlined above and in the scope of work must become part of the contract.
- Fuel at time of bid is \$3.80 per gallon. If fuel costs exceed more than 5% Grant Mackay Co. reserves the right to request an adjustment for the difference of the going rate during time of work
- Clear and ready access to the site.
- One (1) mobilizations and demobilizations to project site included in our proposal. Additional Mobilization is \$2,200.00
- Pricing in this proposal based on a schedule of Monday – Friday working 50 hours per week. Weekend or Overtime work would have additional costs associated.

If you should have any questions concerning the scope of work outlined in this proposal, please feel free to contact me at the office at (801)972-6406 or on my mobile at (801) 792-0144. Pricing on this proposal is valid for 30 days.

Sincerely,



Bryce Christensen  
Senior Estimator  
Grant Mackay Demolition



<p><b><u>Accepted:</u></b> The above prices, scope of work, and EXCLUSIONS are satisfactory and are hereby accepted. Once bid is accepted, this bid becomes part of the contract.</p> <p>Buyer: _____ Signature: _____ Date: _____</p>	<p><b><u>Confirmed:</u></b> Grant Mackay Co Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	---



## **Company General Information and Philosophy**

Grant Mackay Company is a family-owned business. The Mackay family has been in the Demolition business for four Generations dating back to 1947 with Headquarters in Salt Lake City Utah. We are experts in all types of demolition tackling all types of jobs from complete renovations of historic buildings such as the Utah State Capitol and The Salt Lake City and County Building to complete teardowns of Industrial plant closures, Stadiums, multi-story office towers, retail stores, bridges and disaster clean up. Grant Mackay Company has emerged as a premier demolition co after completing massive projects like: the demolition of the entire Geneva Steel Plant with over 250,000 tons of steel located in Orem Utah. This included more than three and a half million square feet of structures and sat on over 1800 acres of land. This was followed by the City Creek Project in downtown Salt Lake City which consisted of 2 and a half city blocks almost three million square feet of retail, multi-story office structures, multi-story parking structures and a 20 + story high rise structure that was imploded. On this project we met or exceeded the LEED requirement which was 75% recycled.

After we completed these high-profile complex projects, our reputation spread by word of mouth and via our revamped website ([www.grantmackackaydemolition.com](http://www.grantmackackaydemolition.com)) others reached out to us to take our services around the country. We established an office in Houston Texas and have done major projects in many Cities and States though out the country. We were receiving calls to assist with disaster locations such as Haiti, Hurricanes Katrina and Ike. In February of 2011 we were contacted by contractors and the national government of New Zealand because of the massive Earthquakes that had caused overwhelming structural damage to the heart of New Zealand's 2nd largest city, Christchurch. Our company President Josh Mackay and Senior Estimator Bryce Christensen went to Christchurch to meet with the local authorities and soon to be business partner (Leighs Construction) Because of our specialized equipment (135' High Reach Excavator) our skilled operators and our experience in floor-by-floor demolition our services were in high demand. Because of this demand and our desire to play a role of service in rebuilding Christ Church, we formed a Joint Venture called Mackay Leighs Demolition. Through this joint venture and the expertise of Grant Mackay Company. Employees we were able to provide a great service to the city.

We moved our 135 ft High Reach Excavator and several other specialized pieces of equipment from our Texas market to New Zealand. We also purchased several more pieces while in New Zealand.

We became one of five major contractors that performed the highest profile Large scale projects in Christ Church. We assembled an incredibly efficient and talented team in a very short period of time and performed some of the most difficult projects in the City. We were the first full-service demolition company from the U.S. to respond and 1 of only a few from the US to complete several large projects. Grant Mackay Company (Mackay Leighs) was successful in taking down several severely damaged high rise structures throughout the city while working in some very tight conditions around buildings and roadways that needed to remain unharmed.

It really is a rewarding feeling working around the cities that have had disasters and being a part of assisting in the rebuilding process. Some of the high-profile jobs Grant Mackay Company accomplished in New Zealand were the Crowne Plaza Hotel (13 stories), the Copthorne Hotel (12 stories), Gallery Apartments (14 stories), the Branigans Office Tower (10 stories), the Grant Thornton Building (12 stories), the Establishment Apartments (10 stories), the Hallensteins Building (8 stories), By the time we were finished we were one of CERA'S (Canterbury Earthquake Recovery Authority) Demolition Company's of Choice Completing the only Flat slab building with earth quake damage that did Not have a Collapse during Demolition. (The Grant Thornton Bld.)

Grant Mackay Company continues to provide demolition services to clients across the country and look for opportunities to serve and challenges to be tackled anywhere the need requires.

One of the keys to our success is safety. Worker training and a safe job site are and always have been the number one priority for Grant Mackay Demolition. We have invested a great deal of time and money to develop our "Zero Tolerance" health and safety plan. This plan has been embraced by all of our employees and has helped us to emerge as one of the safest demolition contractors in the country. A superior safety record results in lower insurance costs, which translates into more competitive costs for our customers. As a client of Grant Mackay Demolition Company, you benefit by getting an experienced contractor, a safe contractor, and a lower cost for the work you need done. For this reason, Grant Mackay's motto is: "SAFETY IS OUR BOTTOM LINE; WHAT'S YOURS?"

We will continue to "set the standards" for demolition and environmental management work. We truly hope you will consider making Grant Mackay Demolition your preferred contractor for your next demolition/ environmental project.



## **Schedule to Complete Work**

- **Mobilize – 1 day**
- **Building Tear Down – 2 days**
- **Debris Haul Off – 5 days**
- **Concrete Tear Up – 2 Days**
- **Concrete Haul Off – 4 days**
- **Final Clean Up – Rough Grade – 2 days**
- **Demob – 1 day**





## **Billing / Invoicing**

- **As small of job as this is, we will invoice one time at the end of the job and our terms are Net 30**



## **Supervision / Quality Assurance**

- **See Work Plan**



## **Supplies and Equipment**

- **See Work Plan**



**MEANS, METHODS, AND SEQUENCE OF DEMOLITION FOR**

**Ketchum City Hall Project**

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- 1. Demolition Work Plan***
- 2. Personnel Required***
- 3. Equipment Required***
- 4. Disposal of Materials***

## **1. DEMOLITION WORK PLAN**

### **Activity 1: Mobilization**

Grant Mackay Demolition (GMC) will mobilize a Skid Steer, and 1 Excavator to the site. GMC will have the equipment delivered on the day GMC is to start the work. The equipment will be inspected by GMC Superintendent Jason Cobb. If the transport driver needs help with traffic control GMC will provide flaggers to assure the safety of pedestrians that are in the area. Once he has inspected the equipment and signed off that everything is OK, only operator badged employees will be allowed to operate the equipment. GMC will have a safety meetings every day with the team to discuss the methods of operation and discuss specific safety requirements before commencement of work of the tasks for each day. Safety sheets will be submitted electronically to Ketchum City if desired. The work area will be fenced off prior to commencement of work.

### **Activity 2: Site Preparation**

**Step 1:** Ensure perimeter fence is in place for site security. All fencing is currently installed. Will be pushed out past sidewalks when we get close to those areas where building is close to the walks.

**Step 2:** Ensure all utilities have been properly capped and terminated prior to building demolition. City has to verify utility kills prior to obtaining a demo permit. GMC PM will also verify with KD site super prior to commencement as well.

**Step 3:** Secure all city and state DAQ permits.

**Step 4:** Everyday before structure demo occurs, the buildings will be inspected by GMC operators, to ensure nobody is inside and they are safe to demolished.

### **Activity 3: Structure Demolition**

**Step 1:** Grant Mackay Demolition will salvage all non-ferrous metals. This process will be done by hand using small hand tools such as but not limited to: (Drills, Sawzalls, MP Saws, Bolt Cutters, Sockets, Tin Snips, Etc.). All GMC employees will be in proper PPE to perform this work (steel toe boots, hard hat, high vis vest, safety glasses, and face shield when cutting). This process will continue throughout the building until all non-ferrous metals have been removed.

**Step 2:** If possible a Skid Steer will be used to remove all construction debris material. The Skid Steer will push the debris out one side of the building. A debris pile will be established on the ground along with a GMC employee making sure nobody wanders into the area. Water will be used to keep the dust down during this process. This process will help GMC by separating majority of the construction debris material before wrecking begins. The GMC employee operating this

equipment will be an approved operator with a Grant Mackay Demolition Operator Certificate. All hazardous materials will be removed from the building before demo by owner.

**Step 3:** Excavator will be used to wreck this building. Operators will be skilled operators with approved Grant Mackay Demolition Operator Certificates. Water will be used to keep the dust down during this process. This procedure will continue until the entire structure has been demolished.

**Step 4:** The separation of the material will be done mechanically to the best of our ability. Excavators with thumb attachments the aid of Skid Steers will be used to separate and remove the debris. All GMC employees operating this equipment will be an approved operator with a Grant Mackay Demolition Operator Certificates. Water will be used to keep the dust down during this process. This process will continue until all the debris has been removed off site, and the area has been cleaned.

**Step 5:** The slab will be removed using an excavator. The excavator will break up the slab into manageable pieces. Operators will be skilled operators with approved Grant Mackay Demolition operator certificates. Water will be used to keep the dust down during this process to control the silica dust. This procedure will continue until the entire structure has been demolished. All GMC employees have had the needed silica training.

**Step 6:** All GMC employees will be wearing appropriate PPE's (steel toe boots, hard hat, high vis vest, safety glasses, and face shield when cutting) and conduct themselves in a professional manor at all times. All GMC employees performing the above work will have full knowledge of this demo plan and all JHA's written to complete this job not only professionally but safely.

**Step 7:** All debris will be taken to local legal certified landfill using 50 cy end dumps. Concrete will be disposed at concrete recycling facility and the metal products will be taken to local metal recycling facility.

## **2. PERSONNEL REQUIRED**

Grant Mackay Demolition proposes the following management team: -

- **Josh Mackay – President – 801-972-6406**
- **Bryce Christensen- Project Manager – 801-792-0144**
- **Jason Cobb – Superintendent – 801-513-4481**
- **Graham Miller – Safety Director – 801-347-6469**

- **Equipment operators, ( Skid Steer, End Dump Trucks, Excavator)**
- **Laborers – Dust Control, Site Look Out**

The above referenced team will work together to insure a safe project not only for our crews but also for the public and adjacent existing structures. OSHA guidelines for a safe working environment will be followed by those performing the work, and enforced by project supervision/management. PPE will be worn at all times by those performing demolition activities. Proper OSHA approved fall protection will be in use whenever personnel are working above six (6) feet. The project supervision and team members will have a clear understanding of our work plan to ensure a safe demolition project. The plan will be followed at all times, unless a joint meeting is held between City of Ketchum and Grant Mackay Demolition staff, and an alternate plan is agreed upon.

### **3. EQUIPMENT REQUIRED**

Equipment used on this project must be used and maintained in accordance with the manufacturers' recommendations and only operated by appropriately competent persons. We will have a spill kit on site in case of spills.

The following equipment will be used during this project:

- Skid Steer (w/ bucket)
- Excavators (200 - 400 series w/ thumb)

### **4. DISPOSAL OF MATERIAL**

All material will be removed using 50-yard end dump trucks. All material will go to a legal landfill and/or recycler. Grant Mackay Demolition is not responsible for removal of any hazardous materials. Hazardous material removal will be completed prior to the demolition noted above.

Demolition debris will be controlled and removed on a regular basis to prevent large amounts of accumulation. Many materials may be recycled. Debris will be kept clear of entry and exit locations to allow for workers/equipment to move in and out safely.



## Special Services

- N/A





## **Business License / Insurance**

**See Attached**

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**ACTIVE LICENSE**

**GRANT MACKAY COMPANY, INC.**  
 1055 W 500 S  
 WEST BOUNTIFUL UT 84087

EFFECTIVE  
**01/27/2011**

EXPIRATION  
**11/30/2023**

**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)**

340818-5501 Contractor With LRF

S310

DBAs: None Associated

**IMPORTANT LICENSURE REMINDERS:**

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

GRANT MACKAY COMPANY, INC.  
 1055 W 500 S  
 WEST BOUNTIFUL UT 84087

Please visit our web site at [www.dopl.utah.gov](http://www.dopl.utah.gov) should you have any questions in the future.

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING**  
**ACTIVE LICENSE**

EFFECTIVE DATE: 01/27/2011

EXPIRATION DATE: 11/30/2023

ISSUED TO: GRANT MACKAY COMPANY, INC.  
 1055 W 500 S  
 WEST BOUNTIFUL UT 84087



**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)**

340818-5501 Contractor With LRF DBAs: None Associated

S310



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Buckner Company 6550 S. Millrock Dr., Suite 300 Salt Lake City UT 84121	<b>CONTACT NAME:</b> Ryan Giauque	
	<b>PHONE (A/C. No. Ext):</b> 801.937.6959	<b>FAX (A/C. No.):</b> 801.365.0885
<b>E-MAIL ADDRESS:</b> ryang@buckner.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Crum and Forster Specialty Insurance Company		42471
<b>INSURER B:</b> Harleysville Insurance Company		23582
<b>INSURER C:</b> WCF Mutual Insurance Company		10033
<b>INSURER D:</b> Nationwide Mutual Insurance Company		23787
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1982651412 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liability <input checked="" type="checkbox"/> Pollution Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPK-135812	6/10/2021	6/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution/Prof. Liab \$ 1,000,000
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3038633415	6/1/2021	6/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX-118157	6/10/2021	6/10/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Auto Liability Limit \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3453599	6/10/2021	6/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine Inland Marine Hired Auto Physical Damage			CI 4C8865	6/10/2021	6/10/2022	Rented/Leased Deductible Limit 500,000 2% 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Pollution and Professional Liability coverage are both included in the General Liability and Excess Liability policies.

<b>CERTIFICATE HOLDER</b>  For Information Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



## References

<b>Company</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
<b>Big-D Construction</b>	<b>Thomas Bartley</b>	<b>801-415-6000</b>	<b>Thomas.bartley@big-d.com</b>
<b>Hogan Construction</b>	<b>Dwight Packard</b>	<b>801-951-7000</b>	<b>dpackard@hoganconstruction.com</b>
<b>Jacobsen Construction</b>	<b>Paul Lawrence</b>	<b>801-983-5112</b>	<b>pbl@jacobsenconstruction.com</b>
<b>Okland Construction</b>	<b>Tom Dalton</b>	<b>801-486-0144</b>	<b>Tom.dalton@okland.com</b>



- **Employee Status**

*All Grant Mackay personnel are employees of our company, are e-verified and are not employees or agents of the customer.*

- **Equal Opportunity Employer**

*Grant Mackay Company is an "Equal Opportunity Employer," and is fully committed to the principle of nondiscrimination in all employment-related practices and decisions, including, but not limited to, recruitment, hiring, supervision, promotion, compensation, benefits, termination, and all other practices and decisions affecting employment status, rights, and privileges.*

# ACS ASSESSMENT AND COMPLIANCE SERVICES

P.O. Box 3271, Hailey, ID 83333 Ph: (208) 788-1900 Fax: (208) 788-1900

## Summary of Asbestos Sampling of the City of Ketchum Fire Department East Roof, 480 East Ave. N., Ketchum, Idaho

Assessment & Compliance Services (ACS) has performed asbestos sampling of the roofing materials at the City of Ketchum Fire Department East Roof, located at 480 East Ave. N., Ketchum, Idaho. Use of the building by a commercial entity renders it subject to the U.S. Environmental Protection Agency (EPA) administered laws of Section 112 of the Clean Air Act, per the National Emissions Standards for Hazardous Air Pollutants (NESHAPs- 40CFR Part 61). The presence of asbestos can also affect renovation and demolition, as workers cannot be exposed to over a threshold quantity of asbestos per Occupational Safety and Health Administration (OSHA) regulations. Additionally, asbestos must be handled separately at municipal landfills and disposal of asbestos containing demolition debris is more costly than standard municipal disposal.

On July 25, 2012, Ms. Jane Rosen, EPA AHERA Certified Inspector, took building material samples from the subject structure. Please refer to the enclosed sample transmittal form which provides a description of what building materials were sampled. On July 26, 2012, these samples were sent via Federal Express to Environmental Hazards Services, Inc (EHS), in Richmond, Virginia (NVLAP Accreditation #1882; AIHA Accreditation #412) for bulk sample analysis via polarized light microscopy (PLM); EPA Method 600/R-93/116.

The results of the bulk analysis were e-mailed to ACS on July 31, 2012 (see enclosed). The analysis results showed that no asbestos was detected in 3 of the 11 samples analyzed by the laboratory. The following table depicts a description of the items sampled and the results of the analyses:

### Samples Containing Asbestos Via Polarized Light Microscopy

ACS#	EHS#	Sample Description (All Roof)	Material Description - Lab	% Asbestos
1	01	Between vent and window N. Side	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
2	02A	E. side adjacent to wall	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
	02B	Layer of wall stucco/plaster	Gray/white granular; homogeneous	NAD
3	03	On ridge 5' east of wall	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
4	04	Near vent E. roof, south end	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
5	05	Near vent NE corner of roof	Black tar-like; black fibrous; inhomogeneous	15% Chrysotile present in all felt layers
6	06	4' by ½' patch N. side E. roof	Black tar-like; homogeneous	NAD
7	07	5' by 1' patch N. side further W.	Black tar-like; homogeneous	5% Chrysotile
8	08	Gray near vent NE corner	Black tar-like; gray/black fibrous; inhomogeneous	27% Chrysotile present throughout sample
9	09	Gray mastic around sewer pipe N. center	Black tar-like; homogeneous	NAD
10	10	Gray mastic around sewer pipe N. center	Black tar-like; homogeneous	5% Chrysotile

NAD = No asbestos detected

In summary, the following asbestos containing materials were identified in the materials sampled, categorized as Category 1, non-friable ACM (asbestos containing material):

- Felt roofing material over entire roof
- 5' x 1' tar-like patch at N. side of roof
- Gray-colored area near vent at NE corner of roof
- Gray mastic around sewer pipe N. side of roof

The above listed material should be removed by a certified asbestos company prior to any practice that may disturb the material. Options include removing and replacing the entire roof by a certified contractor or covering the material with a new roof layer (as allowed by code and engineering standards) and removing only the asbestos containing roofing material that will be disturbed around the perimeter.

There are several asbestos abatement contractors that periodically work in the Blaine County area, such as Abatementpro (208-853-1789); Asbestos Abatement, Inc. (208-345-3574); Intermountain Construction and Abatement (208-288-2505); Northwest Technologies, Inc. (208-323-0757); Intermountain Const. & Abatement LLC (208-288-2505); and Pacific Technologies (208-344-8668).

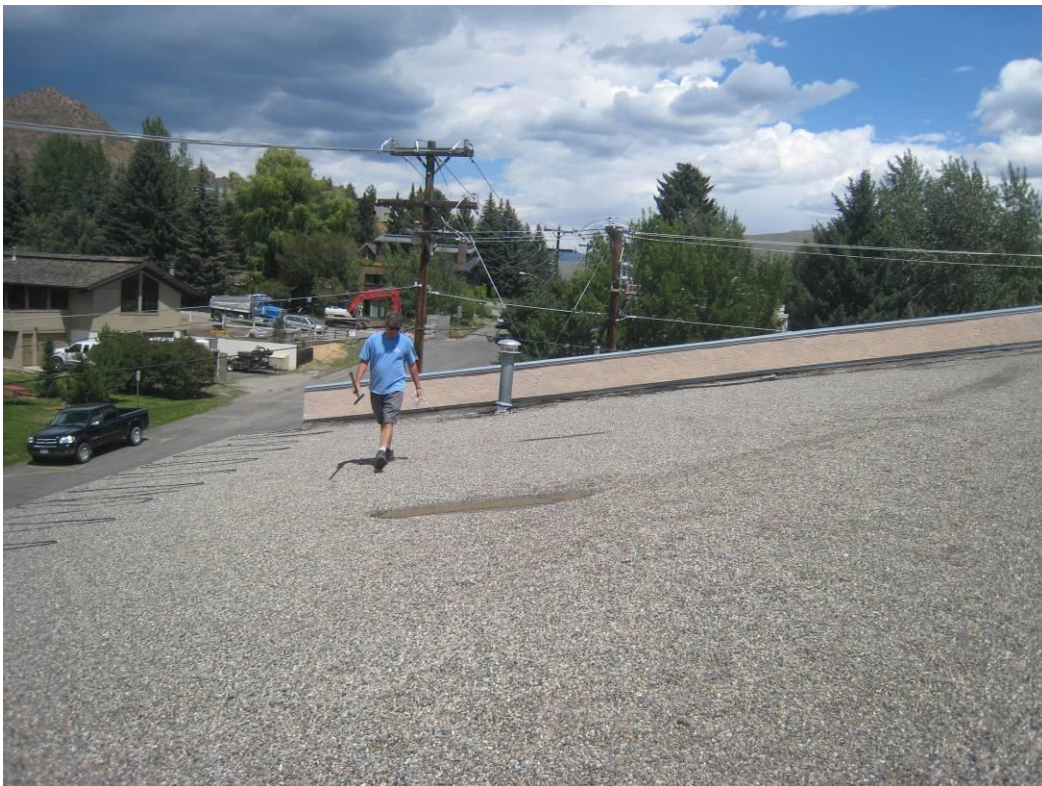
Depending upon the amount of roofing material removed, the 10 day EPA notification may be required. If the amount of regulated asbestos containing material is below 160 square feet (assumed to occur when less than 5,580 SF is removed with a roof cutter with a blunt edge rotating blade), the EPA 10 day notification is not required for removal of this material. If greater than this amount is removed, a form must be submitted to the EPA ten (working) days prior to removal; this form is usually completed by the abatement contractor but the facility is responsible so the fire department should make sure it is being submitted, as needed.

It should be noted that ACS only sampled the materials that were readily available without significant building destruction. Therefore, there may be additional asbestos containing materials present elsewhere in the building that were not sampled during this inspection. If any additional materials are encountered during any demolition actions that have not been sampled, work should cease until the asbestos content is verified via sampling.

Encl.: Photos  
Lab report and chain of custody



Typical roof sample; asbestos was present in felt layers.



View of two patches at N side of roof; no asbestos detected in 4' x 1/2" patch (further east); asbestos was detected in 5' x 1' patch (further west).





Gray material around this vent (NE corner of roof) is an asbestos containing material



Gray mastic around the sewer pipe at the north edge of the roof is an asbestos containing material



Environmental Hazards Services, L.L.C.  
 7469 Whitepine Rd  
 Richmond, VA 23237  
 Telephone: 800.347.4010

### Asbestos Bulk Analysis Report

Report Number: 12-07-03488

Client: Assessment & Compliance Svcs  
 P.O. Box 3271  
 Hailey, ID 83333

Received Date: 07/27/2012  
 Analyzed Date: 07/30/2012  
 Reported Date: 07/31/2012

Project/Test Address: Ketchum FD-East roof 480 E. Ave N.; Ketchum, ID

Client Number:  
13-1067

Fax Number:  
208-788-1900

## Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
12-07-03488-001	1		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
<b>Total Asbestos: 15%</b>					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-002A	2	Roof Core	Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
<b>Total Asbestos: 15%</b>					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-002B	2	Plaster	Gray/White Granular; Homogeneous	NAD	100% Non-Fibrous
12-07-03488-003	3		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
<b>Total Asbestos: 15%</b>					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-004	4		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
<b>Total Asbestos: 15%</b>					
Chrysotile asbestos is present in all felt layers.					

**Environmental Hazards Services, L.L.C**

**Client Number:** 13-1067  
**Project/Test Address:** Ketchum FD-East roof 480 E. Ave N.;  
 Ketchum, ID

**Report Number:** 12-07-03488

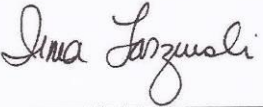
Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
12-07-03488-005	5		Black Tar-Like; Black Fibrous; Inhomogeneous	15% Chrysotile	21% Cellulose 64% Non-Fibrous
<b>Total Asbestos: 15%</b>					
Chrysotile asbestos is present in all felt layers.					
12-07-03488-006	6		Black Tar-Like; Homogeneous	NAD	14% Cellulose 86% Non-Fibrous
12-07-03488-007	7		Black Tar-Like; Homogeneous	5% Chrysotile	8% Cellulose 87% Non-Fibrous
<b>Total Asbestos: 5%</b>					
12-07-03488-008	8		Black Tar-Like; Gray/Black Fibrous; Inhomogeneous	27% Chrysotile	32% Cellulose 41% Non-Fibrous
<b>Total Asbestos: 27%</b>					
Chrysotile asbestos is present throughout the sample.					
12-07-03488-009	9		Black Tar-Like; Homogeneous	NAD	14% Cellulose 86% Non-Fibrous
12-07-03488-010	10		Black Tar-Like; Homogeneous	5% Chrysotile	8% Cellulose 87% Non-Fibrous
<b>Total Asbestos: 5%</b>					

**Environmental Hazards Services, L.L.C**

**Client Number:** 13-1067  
**Project/Test Address:** Ketchum FD-East roof 480 E. Ave N.;  
 Ketchum, ID

**Report Number:** 12-07-03488

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
<b>QC Sample:</b>	40-M2-1998-2				
<b>QC Blank:</b>	SRM 1866 Fiberglass				
<b>Reporting Limit:</b>	1% Asbestos				
<b>Method:</b>	EPA Method 600/R-93/116, EPA Method 600/M4-82-020				
<b>Analyst:</b>	Christian H. Schaible				

Reviewed By Authorized Signatory:   
 \_\_\_\_\_  
 Irma Faszewski  
 QA/QC Manager

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

\* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



Environmental Hazards Services, LLC  
 www.leadlab.com 7469 Whiteoak Rd  
 (800)347-4010 Richmond, VA  
 (804)275-4307 (fax) 23237

# Asbestos Chain-of-Custody

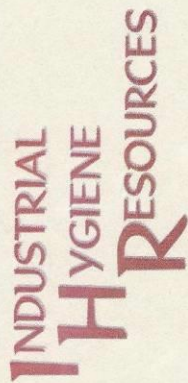
~ For Lab Use Only ~

Company Name: Assessment & Compliance Svcs Address: P.O. Box 3271  
 Phone: 208-788-1900 ACS 12-07 Fax: 208-788-1900 E  
 Project Name/Testing Address: Ketchum FD - East Roof 480 E. Ave N. E-mail: j.rosen@ca.com  
 Collected by: Jane Rosen City/State(required): Ketchum ID City/State/Zip: Hailey, ID 83333  
 Certification Number: Acct. Number: 13-1067 Purchase Order Number:

Turn Around Times : If no TAT is specified, sample(s) will be processed and charged as 3-day TAT.  
 1 - Day 2 - Day 3 - Day Same Day (Must Call Ahead) Weekend (Must Call Ahead)

No.	Client Sample ID	Date Collected	ASBESTOS						AIR			COMMENTS			
			PLM	PLM 100	PLM 1000	PCM	TEM Certified (Bulk)	TEM/HERA (As)	Time On	Time Off	Flow Rate (L/min)		Total Time (minutes)	Volume (Total Liters)	
1	Between Vent + Window N side	7/25/12	X												
2	E. side adjacent to wall on ridge street		X												
3	off wall		X												
4	near vent; E-roof		X												
5	down end corner NE		X												
6	W side E roof		X												
7	N side E roof		X												
8	side further W NE corner		X												
9	great main roof		X												
10	great main roof		X												
Released by: Jane Rosen			Signature: Jane Rosen										Date/Time: 7/26/12 9 AM		
Received by:			Signature:										Date/Time:		

\* Point (want it < 5% by Bulk)  
 \* Composite dry wall samples



## Certificate of Completion

**Jane Rosen**

Has attended and successfully completed the  
Asbestos Building Inspector  
AHERA 4 Hour Refresher Training Course  
In accordance with Title II of TSCA  
40 CFR Part 763, Appendix C to Subpart E

Course Date: 04/12/2012  
Certificate Number: 4626-09  
Expiration Date: 04/12/2013

A handwritten signature in cursive script, reading "Dayle Lundy".

Instructor: Dayle Lundy

Industrial Hygiene Resources – 8312 W. Northview, Suite 100 – Boise, Idaho 83704  
Tel: (208) 323-8278 Fax: (208) 323-0783

CITY OF KETCHUM

RESOLUTION NO 21-013

A RESOLUTION OF THE CITY COUNCIL DECLARING MISCELLANEOUS ITEMS AS SURPLUS AND DIRECTING STAFF TO DISPOSE OF THE ITEMS APPROPRIATELY.

Section 1. Findings

1.1 The City of Ketchum is vacating the current City Hall, Police and Fire Department Facilities

1.2 A number of items have been identified by staff as excess to the needs of the city.

1.3 To reduce the impact on landfills, the City desires to donate or sell such items as appropriate.

**NOW, THEREFORE BE IT RESOLVED** by the City of Ketchum that:

2.1 The following items are declared surplus to the City's needs:

- Various building components, mechanical fixtures, and lighting fixtures
- Various office furnishings (desks, chairs and filing cabinets)
- Various small appliances (microwaves, coffee makers and fans)

2.2 City Staff are authorized to dispose of these items in an appropriate manner, including selling any items of significant value, donating to charitable organizations or permitted salvage of building components prior to building demolition.

**APPROVED**

Signed: \_\_\_\_\_

Neil Bradshaw, Mayor

**ATTEST:**

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

Tara Fenwick, City Clerk



City of Ketchum  
City Hall

December 20<sup>th</sup>, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Agreement #20705 with Natural Energy Resources**

#### Recommendation and Summary

On May 3<sup>rd</sup>, the City Council approved an initial Memorandum of Understanding (MOU) with Natural Energy Resources which has been extended several times. The revised MOU no longer has a date specific expiration; it now contains a cancelation process which can be initiated by either party. Staff will be proposing an Interim Budget Request in January related to a professional services contract to complete a business case evaluation which would be equally funded between both parties.

**"I move to approve Agreement #20705 with Natural Energy Resources"**

The reasons for the recommendation are as follows:

- The Council has set a specific timeline to achieve clean energy goals. Geothermal is a renewable and clean energy source.
- This agreement will allow for a continued due diligence effort to evaluate potential public uses, production capacity/water rights, and high-level financial analysis.
- The federal government has recently approved a infrastructure bill which contains a significant focus on clean energy/climate change. Potential public ownership of this asset increase likelihood to receive federal funds.

#### Introduction and History

Over the last several months, staff has held meetings with the owners of Guyer Hot Springs System. The system is currently serving several private homes along Warm Spring Road. Guyer Hot Springs was originally part of a resort facility which closed in 1929. The water source was later used to heat the Bald Mountain Hot Springs Lodge on Main Street.

The proposed MOU provides for a mutual framework to conduct due diligence associated with potential public uses of the hot water. The due diligence will build upon previous efforts conducted in 2013 by ERO Resources and in 2007 by Idaho Department of Water Resources.

Congress and the Administration are working on a new infrastructure bill that will have a significant focus on clean energy and climate protection projects. Currently the hot springs is privately owned and used for private purposes. Should the due diligence show that a public-private partnership is



viable; receipt of federal funds would be more likely to a publicly owned system that demonstrates public benefit.

#### Sustainability Impact

Geothermal is a proven clean energy resource for many communities. The due diligence period will allow for a greater analysis of direct heating opportunities versus electrical generation.

#### Financial Requirement/Impact

The MOU outlines that each party will bear their own costs associated with due diligence activities such as consulting resources. Staff did receive a draft scope of work from Brown and Caldwell to complete a business case evaluation. Staff anticipates placing an Interim Budget Request and contract on January 3<sup>rd</sup> for consideration.

#### Attachment:

1. Agreement #20705

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE CITY OF KETCHUM AND**  
**NATURAL ENERGY RESOURCES, INC.**

This Memorandum of Understanding (MOU) is by and between the City of Ketchum, Idaho and Natural Energy Resources, Inc., an Idaho Corporation, effective to September \_\_\_\_, 2021.

**Section 1. Recitals**

1. The City of Ketchum (City) is a municipal corporation of the State of Idaho, empowered under Idaho Code Title 50, Chapter 3 to contract and be contracted with and to pursue and promote public safety and the welfare of the public.
2. The Natural Energy Resources, Inc., is an Idaho Corporation with general authority and control over the facilities commonly known as the Guyer Hot Springs System (System).
3. The System may have the potential to provide certain clean energy resources and water benefits, which may be of use and benefit to the designated clean energy goals and water services of the City.
4. The Parties desire to conduct a due diligence investigation of the System for consideration and further evaluation of public acquisition and use by the City.
5. The Parties desire to enter into this MOU as a recitation of the purposes and understanding of the initial cooperative efforts of the Parties to conduct a due diligence investigation.

**Section 2. Terms of Understanding.**

1. The Parties will cooperate to request and provide access as reasonably needed to investigate the current state and status of the System.
2. The Parties will cooperate on an inventory and evaluation of current and potential future water rights tied to the System.
3. The Parties will cooperate on, and the City will further explore at its discretion, the potential public uses and benefits for the water of the System.
4. The Parties understand that a key term of any future public acquisition would likely include the provision certain amounts of water to the properties of Carbon Hill, Inc. and David Cimino.

5. Each party has agreed to split any due diligence costs equally; assumes liability for its own individuals, employees, and agents; and is responsible for its own appropriate insurance in connection with any investigation activities under this due diligence.
6. The Parties understand and agree that this MOU is solely related to cooperation on a due diligence investigation, and that any further actions or agreement between the Parties will require subsequent and additional agreements in writing. This MOU is investigatory only and does not serve as a firm commitment by either party to proceeding on a public acquisition of the System.
7. This MOU shall stay in effect until either party issue a thirty (30) day notice to cancel.

CITY:

CITY OF KETCHUM, IDAHO, an Idaho municipal corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Neil Bradshaw  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

Natural Energy Resources, Inc.  
An Idaho Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Brian Barsotti  
Its: Director



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Donation Agreement #22753 with the Robert B. Burkheimer Living Trust**

#### Recommendation and Summary

Staff is recommending the council adopt the following motion:

**“I move to approve the donation from the Robert B. Burkheimer Living Trust in support of the Warm Springs Preserve property acquisition.”**

#### Introduction and History

The Warm Springs Preserve Committee is organizing a fundraising auction to raise funds towards the Warm Springs Preserve property acquisition. Committee member Bob Burkheimer has acquired 8 sculptures, painted by various artists, from local artist Russ Lamb. Mr. Burkheimer’s donation will cover the acquisition prices of the sculptures.

The auction will run through the spring or until all art pieces have been purchased.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

The donation amount of \$29,000 is the exact cost of all 8 dog sculptures. Once the auction is complete and the sufficient funds have been raised, the City will pay the owner of the sculptures \$29,000. Funds raised in excess of the \$29,000 will be reserved toward the Warm Springs Preserve acquisition. In the event the effort to purchase the preserve is unsuccessful, any raised funds will then be transferred to the City Parks and Recreation Trust.

Attachment:

1. Donation Agreement #22753

## DONATION AGREEMENT

This Donation Agreement is made effective to the 1<sup>st</sup> day of December, 2021 by and between the CITY OF KETCHUM (City), an Idaho municipal corporation, and ROBERT B. BURKHEIMER LIVING TRUST (Donor).

- A. The City is an Idaho municipal corporation and is empowered to accept donations and enter into agreements for the general welfare and benefit of the City.
- B. The City is eligible under Internal Revenue Code §170(c)(1) to receive tax-deductible charitable contributions exclusively for public purposes.
- C. Donor wishes to make a monetary charitable contribution to the City for a public purpose and in support of fundraising efforts by the City.
- D. Donor and the City have agreed upon the City's use of the donated funds to purchase a series of unique sculptures from Russ Lamb for use by the City in a fundraising auction.
- E. The Parties desire to enter into this Donor Agreement to further document the intent, purpose, and handling of the donated funds.

Therefore, the Parties agree as follows:

1. Donor has donated and the City, by execution of this Agreement, confirms acceptance of a charitable contribution in the amount of \$29,000.
2. The Donation is designated for the City to purchase from the Designated Artist a series of certain and unique fine art sculptures for City use and sale as auction items for purposes of fundraising on the City's effort to acquire certain real property for open space/parkland (Warm Springs Preserve).
3. All fundraising from the sculpture auction/sale effort will be designated to the account for funds being raised by the City to purchase the Warm Springs Preserve property. In the event the effort to purchase Warm Springs Preserve is unsuccessful, the specific raised funds hereunder will then be released into the City Parks and Recreation Trust designated for use in the City's discretion under the general purpose of supporting parks and recreation in the City of Ketchum.
4. The Parties understand that the goal is for the Donation to enable a City fundraising auction with anticipation that the proceeds of such City auction of sculptures will exceed the Donation amount. The Parties agree that neither party is guaranteeing such result and that no additional action or contribution by either party is required in the event the auction proceeds do not exceed the Donation amount.
5. The logistics and operation of the sculptures purchase and fundraising auction, including determination of winning bids, will be in the sole discretion of the City. In the event that

it is impossible, impracticable, or is otherwise determined by the City to not be able to hold or complete the fundraising auction, the City in its discretion may otherwise sell, manage, or dispose of the sculptures while preserving the intent that any proceeds received will be designated for the same parks and recreation purposes as if sold at the fundraising auction.

6. Donor Contact Information:  
Robert B. Burkheimer Living Trust  
PO Box 3118  
Edmonds, WA 98020
  
7. City Contact Information:  
City Administrator: Jade Riley  
PO Box 2315  
Ketchum, ID 83340  
(208) 726-3841
  
8. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
  
9. Entire Agreement: This document represents the entirety of the agreement between the City and Donor. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.
  
10. Amendments: This Agreement may be amended only by an instrument in writing signed by the City and the Donor.
  
11. Term and Termination: This Agreement is effective to December 1, 2021 and may not be terminated or rescinded after execution by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective to December 21, 2021.

CITY OF KETCHUM, IDAHO

DONOR

By: \_\_\_\_\_  
Neil Bradshaw  
Mayor

By:   
Robert B. Burkheimer Living Trust

ATTEST:

\_\_\_\_\_  
Tara Fenwick  
City Clerk



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #22040 with Advanced Towing for Vehicle Relocation**

#### Recommendation and Summary

Staff is recommending Council approve contract 22040 with Advanced Towing and adopt the following motion:

**"I move to approve Contract #22040 with Advanced Towing for Vehicle Relocation."**

The reasons for the recommendation are as follows:

- The City of Ketchum periodically needs to move vehicles to enable snow removal operations.
- Advanced Towing is capable of doing all the required work and complying with city rules.

#### Introduction and History

The City of Ketchum does not allow overnight on-street parking from November 1 to May 1 of each winter season to enable the removal of snow from City streets. Occasionally, the City needs to remove certain vehicles from the right-of-way to enable efficient clearing of the streets.

#### Analysis

For the current winter, the City Council has approved a plan to relocate vehicles illegally located on City streets rather than towing and impounding, as has been recent practice.

#### Sustainability Impact

There is no sustainability impact arising from this action.

#### Financial Impact

The agreement obligates the City to pay \$450.00 per hour of relocation time. Cost recovery is intended to occur through the ticketing of relocated vehicles. City staff will monitor the program throughout the winter to determine if full cost recovery has occurred.

#### Attachments

- Attachment A: Contract 22040

## INDEPENDENT CONTRACTOR AGREEMENT 22040

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and effective to November 1, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "City") and CLAY CAMPEAU, individually and doing business as Advanced Towing/Dick York's Auto Service (hereinafter referred to as "Advanced Towing" or "Contractor").

### RECITALS

WHEREAS, The City wishes to contract with Advanced Towing for towing and snow removal relocation, of vehicles; and

WHEREAS, Advanced Towing wishes to contract with the City to provide such towing and snow removal relocation, of vehicles.

NOW THEREFORE, it is agreed as follows:

1. **TERM OF AGREEMENT.** The term of this agreement shall commence on the first day of November 2021 and shall be in full force and effect until the first day of May 2022 or until one of the parties gives the other party sixty (60) days written notice of their intent to end the Agreement. The Agreement may be extended by mutual agreement.
2. **SNOW REMOVAL RELOCATION.** Upon notification by the City of Ketchum, Advanced Towing shall provide a tow truck for the relocation of vehicles in order to remove snow from City streets. Upon notification, Advanced Towing shall intend to respond within 30 minutes from the time of call.
3. **TOWING.** Advanced Towing shall perform towing of vehicles under citation and direction of the City of Ketchum on a twenty-four (24) hours, seven (7) day per week on-call basis. Advanced Towing shall procure and maintain such personnel and equipment as is necessary to perform the services required hereunder.
4. **FEES.** For relocation of vehicles to enable snow removal operations, the City agrees to pay Four Hundred Fifty Dollars (\$450.00) per hour per tow truck with a minimum of two (2) hours. Anything over 2 hours shall be charged in 15-minute increments paid pro-rata based on the hourly charge.
5. **INDEMNITY AND INSURANCE.** Advanced Towing agrees to hold and save the City harmless during the term of the Agreement from any and all claims, losses, or damages of any kind or nature, whatsoever arising out of the towing and relocation of vehicles under the terms of this Agreement. Further, Advanced Towing shall indemnify City of any and all claims or liability arising out of, or resulting from, this Agreement. Furthermore, Advanced Towing agrees to buy at its sole cost and expense, and to carry for the term of this Agreement, insurance in the following minimum amounts:
  - a. Bodily injury and property damage in the amount of Five Hundred Thousand Dollars (\$500,000);



The City shall be named as an additional insured on the above insurance. The City shall receive evidence of such insurance within fifteen (15) days of the date of execution of this Agreement. The City shall be notified if said insurance policy or policies are to be terminated prior to any termination.

6. **WORKERS' COMPENSATION.** Advanced Towing shall provide and be solely responsible for Workers' Compensation coverage to its employees.
7. **EQUAL OPPORTUNITY EMPLOYER.** Advanced Towing agrees that it shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, age, gender or disability.
8. **CANCELLATION.** Should one party default in performance of any promise, condition, or covenant herein, the other party shall have the right to cancel this Agreement upon fifteen (15) days written notice.
9. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.
10. **ATTORNEY'S FEES.** Should either party default in performance of any promise, condition or covenant in this Agreement, said defaulting party shall pay all costs and expenses incurred, including reasonable attorney's fees, by the other party.
11. **DISCLAIMER.** That there are no verbal promises, implied promises, representation, covenants, or warranties not set forth in writing in this Agreement, and no modification of this Agreement shall be binding unless evidenced in writing signed by the parties hereto.
12. **ASSIGNMENT.** This Agreement shall not be transferred, assigned or hypothecated by either party without the prior written consent of the other.
13. **MISCELLANEOUS PROVISIONS.**
  - a. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
  - b. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
  - c. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall both preclude or waive its rights to use or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- d. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- e. 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.
- f. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- g. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed any original, but all of which together shall constitute one and the same instrument.
- h. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- i. No waiver of any breach by wither party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

AGREED:

\_\_\_\_\_  
Clay Campeau, Owner  
ADVANCED TOWING

\_\_\_\_\_  
Mayor Neil Bradshaw  
CITY OF KETCHUM

ATTEST

\_\_\_\_\_  
Tara Fenwick, City Clerk



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to hold Public Hearing and First Reading of Short-Term Rental Ordinance #1230**

#### Recommendation and Summary

Staff is recommending the Council review and hold the first reading of Ordinance #1230 which will create a new standalone business license; regulations and fee for short-term property owners. Staff will provide a brief presentation to follow-up on items from the previous meeting.

**"I move to approve the first reading of Ordinance #1230"**

#### The reasons for the recommendation are as follows:

- Staff completed minor revisions to the ordinance based on the feedback during the first reading which is outlined below.
- The ordinance will enable better compliance with Local Option Tax collection.
- The regulatory framework will allow for improved data collection regarding the number of units in town and associated yearly utilization.

#### Introduction and History

Staff completed the following minor revisions based on feedback from the previous meeting:

- Definitions changed to reflect ability of Owner or Renter to be the Permittee.
- 5.09.030(I) added to indicate no STR in LI and limited in Avalanche Zone (can only rent if structure designed to avalanche standards – same as in that portion of Code).
- 5.09.040 re-organized for readability and to avoid “mashed together” factor of initial draft.
- 5.09.040(B): Inspections by discretion so have flexibility to do so when needed, but not required (so as not to overburden staff).
- 5.09.040(C): Updated and revised to allow details to be in Fire Safety Plan regulations – more flexibility over time than having all spelled out in ordinance.
- 5.09.040(F): Added “Fire Safety Plan” requirement and that such Plan must be posted on site after approval.
- 5.09.040(G): High Occupancy STR provision simplified and pulled within overall section (instead of separate).
- 5.09.050: Revised to reflect enforcement flexibility and to simplify.

During the November 18<sup>th</sup> City Council meeting, city staff provided an overview of the draft ordinance for short-term rental ordinance based upon state law and examples from the cities of McCall and Sandpoint.

In 2017, the Idaho Legislature adopted legislation that sets forth limitations on the ability of counties and cities to regulate STRs. Most particularly, this legislation, now Idaho Code §67-6539, prevents a city from prohibiting STRs.

*Idaho Code §67-6539*

*67-6539. LIMITATIONS ON REGULATION OF SHORT-TERM RENTALS AND VACATION RENTALS. (1) Neither a county nor a city may enact or enforce any ordinance that has the express or practical effect of prohibiting short-term rentals or vacation rentals in the county or city. A county or city may implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate. A short-term rental or vacation rental shall be classified as a residential land use for zoning purposes subject to all zoning requirements applicable thereto. (2) Neither a county nor a city can regulate the operation of a short-term rental marketplace.*

IC 67-6539 makes clear that the City cannot outright prohibit STRs within city limits. Less defined is what amount of regulation would be proscribed as constituting a “practical effect of prohibiting” STRs. To date, there has not been further legislation or judicial analysis clarifying where the boundaries might be drawn on such regulation.

Additionally, IC 67-6539 makes clear that STRs are to be generally treated as a residential land use for zoning purposes. This means that STRs cannot be regulated by limiting them only to areas of non-residential zoning (one of the more popular approaches in the early days of STRs).

As the Council reviews options for potential STR regulations, the key finding that should be considered is how the regulations are “necessary to safeguard the public health, safety and general welfare ...” including how to “protect the integrity of residential neighborhoods.” IC 67-6539.

Two Idaho cities that have been at the forefront of STR regulations after the adoption of IC 67-6539 are the City of McCall and the City of Sandpoint. Both cities have generally adopted a permit/license process as the procedural mechanism for STR regulations.

*City of Sandpoint Key Provisions:*

- STR permit required, tied to LOT to ensure collection of LOT
- Definition of STR that explicitly states that temporary shelters (such as RVs, tents) are to be used as an STR
- In residential zones, two-night minimum stay and only one STR per parcel
- Maximum of 35 non-owner occupied STRs across all residential zones within the City, with exceptions for STRs approved within PUDs or multi-unit developments meeting certain standards (primarily tied to proximity to tourism areas)
- Permits only valid for one year and tied to specific property owner (not tied to property itself)
- Inspection required for permit to verify certain health/safety standards
- Local representative/contact required
- Infraction-based enforcement policy

*City of McCall Key Provisions:*

- Permit/business license required, tied to LOT permit to ensure collection of LOT
- Conditional use permit approach for any STR with occupancy of 20+ guests. CUP addresses factors such as parking, access, noise, neighborhood impacts, and health and safety
- Room occupancy limits on all STRs

- Noise and health/safety requirements, including posting of such on premises
- Identification and provision of contact information for a property manager

Sustainability Impact

No direct impact.

Financial Impact

Staff has recommended a fee structure to properly recapture administrative costs associated with the program.

Attachments

1. Ordinance #1230

**CITY OF KETCHUM  
ORDINANCE 1230**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ADDING A NEW CHAPTER 9 OF TITLE 5 OF KETCHUM MUNICIPAL CODE ENTITLED SHORT-TERM RENTAL PERMITS; PROVIDING A PURPOSE; DEFINING KEY TERMS; ESTABLISHING PERMIT REQUIREMENTS TO OPERATE A SHORT-TERM RENTAL; CREATING STANDARDS TO OBTAIN A SHORT-TERM RENTAL PERMIT; PROVIDING FOR VIOLATIONS, AND ENFORCEMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Recitals:**

- A. The City is authorized to exercise its powers to “maintain the peace, good environment and welfare.” Idaho Code §§50-301 and 50-302(a).
- B. The City is authorized to “implement such reasonable regulations as it deems necessary to safeguard the public health, safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term rentals or vacation rentals operate.” Idaho Code §67-6539.
- C. The significant growth of short-term rentals within the City has created a need for reasonable regulations so as to protect the health, safety, and welfare of short-term rental guests, as well as neighboring property and the public.
- D. A permitting system provides a reasonable regulatory approach to seek to balance the operation of short-term rentals with the health, safety, and welfare impacts upon guests, neighbors, and the public.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Ketchum, Blaine County, Idaho:

**SECTION 1:** That a new Chapter 5.09 of Title 5 of the Ketchum City Code is created to read as follows:

Chapter 5.09  
SHORT-TERM RENTAL PERMITS

- 5.09.010: Purpose
- 5.09.020: Definitions
- 5.09.030: Permit Required
- 5.09.040: Permit Standards
- 5.09.050: Violations and Enforcement

**5.09.010: Purpose:** Short-term rentals provide additional tourism opportunities and economic impacts, but also increased impacts on guests, neighbors, and the public. The purpose of this chapter is to provide the City with reasonable regulatory procedures to protect the health, safety and welfare of short-term rental guests, neighboring residents, and the public. These regulations are further intended to protect the integrity of neighborhoods in which short-term rentals operate.

**5.09.020: Definitions:**

**LOCAL REPRESENTATIVE:** An area property manager, owner, resident, or agent who is readily available to respond to guest and neighborhood or City questions or concerns.

**RESIDENT:** The person or entity that holds legal and/or equitable title (Owner) or lease rights (Renter) to the private property.

**RESIDENT-OCCUPIED:** Where the Resident of a dwelling unit resides on the parcel for a minimum of six (6) months out of a calendar year. Homeowner-occupied tax-exempt status may be considered to be proof of resident-occupied status for the purposes of this chapter. A lease with a minimum term of six months, or affidavit of such lease, signed by Owner and Renter is considered proof of Resident-Occupied status with a renter under this definition.

**SALE/TRANSFER:** Any change of Resident, whether for consideration or not, during the term of the permit.

**SHORT-TERM RENTAL (STR):** Any individually or collectively owned single-family house or dwelling unit or any unit or group of units in a condominium, cooperative or timeshare, or Resident-occupied residential home that is offered for a fee and for thirty (30) days or less.<sup>1</sup>

**5.09.030: Permit Required.**

- A. Permit Required: No person shall operate or manage, or offer or negotiate to use, lease or rent a dwelling unit for Short-Term Rental occupancy within the City without first obtaining and maintaining a Short-Term Rental (STR) Permit.
- B. Permit Application: The City shall prepare and make available an application form for a STR Permit reflecting appropriate information, standards compliance, and fee as may be established in the City’s fee schedule.
- C. Permit Term: A STR Permit shall be valid for a period of one year from issuance and may be annually renewed. A permit shall expire upon end of its one-year term or upon a sale/transfer of the property.
- D. Permit Applicability: A permit shall be applicable to the designated dwelling unit to be used as a STR. The permit shall be issued to and in the name of the Resident; and a change in Resident, such as by sale/transfer, shall require a new permit. If the proposed Permittee is a Renter, then consent of the Owner must be provided.
- E. Compliance Responsibility: A Permittee may act through an agent or property manager, but the Permittee shall remain responsible for compliance with these provisions.
- F. Occupancy Tax: STRs must comply with the requirements of Ketchum Municipal Code 3.12.030, Imposition and Rate of Certain Nonproperty Sales Taxes.
- G. Existing STRs: Short-Term Rentals in existence prior to the effective date of this ordinance shall be provided a grace period of ninety (90) days in which to obtain a permit according to the standards of this chapter.
- H. Residential Zones: Within residential zones, Short-Term Rentals shall have a minimum two (2) night stay and shall be limited to one Short-Term Rental per parcel.

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<sup>1</sup> IC 63-1803(4).

- I. STRs are not permitted in Light Industrial (LI) zones. STRs are limited and restricted in the same manner as any other rental in the Avalanche Zone District per Ketchum Municipal Code 17.92.010.

**5.09.040: Permit Standards.**

- A. Declaration of Compliance. At the time of application for a new or renewal Short-Term Rental permit, the applicant shall submit an affidavit affirming compliance with City standards along with completing a City provided self-inspection checklist.
- B. Inspection. The City may require an inspection to verify compliance with standards upon application, upon complaint of non-compliance, or in relation to other permit enforcement action.
- C. Minimum Standards. The minimum standards required for all Short-Term Rental dwelling units, are set forth below. These standards are intended to protect that the use of a dwelling unit as a STR does not generally have greater impacts than would be created by long term occupancy of the dwelling unit. The City retains the ability to add to requirements as necessary, as will be stated on the permit application, to provide for the health, safety, and general welfare of the community and for STR guests.
  1. Windows. Bedroom windows shall be operable to allow for emergency egress in accordance with the most recent building and fire codes as adopted and amended by the City.
  2. Smoke Alarms. Single or multiple-station smoke alarms shall be installed and maintained in accordance with manufacturers specification and an approved Fire Safety Plan.
  3. Carbon Monoxide Detectors: A CO detector is required on each floor if there is a garage, solid fuel appliance, or gas appliance, and as otherwise required in an approved Fire Safety Plan.
  4. Fire Extinguishers: One 2A:10BC type fire extinguisher shall be equipped per floor, and as otherwise required in an approved Fire Safety Plan. Fire extinguisher(s) shall be mounted in visible locations with the tops of the fire extinguishers mounted between three feet (3') and five feet (5') above the floor, and to be accessible to occupants at all times.
  5. Parking. Improved surface areas on the site shall be the minimum necessary to provide adequate parking for the occupancy.
  6. Access. The access and ingress to the site shall maintain safe conditions for pedestrians and vehicles and shall be adequately sized and designed so that access to other properties is not impacted or unsafe conditions on public streets created.
  7. Noise. Loud music, outdoor activities or any other source of noise that can be heard beyond the perimeter of the STR premises shall not be generated during the hours of 10:00 p.m. to 8:00 a.m. the following day.
  8. Exterior Changes: No exterior changes shall be made to the structures or site conditions that would eliminate its appearance or use as a dwelling unit for long term residency.



- D. Local Representative. Each STR shall designate and list a local representative who resides within twenty (20) vehicular miles of the city limits.
1. The local representative must be able to be responsive in a timely manner to City attempts to contact and address concerns. If the City is not able to contact the local representative in a timely manner more than twice during the term of the permit, this shall be considered a violation of this chapter.
  2. The permit holder may change the designated local representative by filing an application amendment with the City. Failure to notify the City of a change in local representative will constitute a violation of this chapter.
  3. As a condition of permit, the City may require that property owners and/or residents within two hundred feet (200') of the dwelling be provided with the name and telephone number of the owner or the local representative. The permit holder shall provide documentation to the City of this notification and list of the owners and/or residents contacted.
- E. Permit Posting. The STR Permit shall be posted within the dwelling unit adjacent to the front door. At a minimum, the permit will contain the following information:
1. The name of the local representative and a telephone number where the representative may be reached;
  2. The name of the Permittee and a telephone number where the Permittee may be reached;
  3. The telephone number and website address of the City of Ketchum;
  4. The maximum number of occupants permitted to stay in the dwelling unit;
  5. The solid waste and recycling collection day;
  6. City snowplowing and parking regulations.
- F. Fire Safety Plan. An applicant must submit a Fire Safety Plan, which must be reviewed and approved by the Fire Department as part of the Permit. The Fire Safety Plan must be posted on site with the Permit.
- G. High Occupancy STR Permit. A STR permit with a proposed occupancy of 20 or more guests shall require a conditional use permit that complies with the general standards and findings for approval of a conditional use permit as set forth in Title 17 and the standards for all Short-Term Rentals set forth in this Chapter. A High Occupancy STR permit shall have additional on-site permit posting requirements to further notify guests of the applicable conditions of approval that may be imposed in the conditional use permit process.

**5.09.050: Violations and Enforcement:**

The following conduct shall constitute a violation for which the penalties and sanctions specified in this section may be imposed:

- A. Violations:
- a. The occupants of the dwelling have created noise, disturbances, or nuisances, in violation of City Code.

- b. Violations of law pertaining to the consumption of alcohol or the use of illegal drugs.
  - c. The Permittee or local representative has failed to comply with the standards and/or requirements of this chapter.
- B. Penalties:
- a. For the first two (2) violations within a twelve (12) month period, the sanction shall be a warning notice.
  - b. For the third violation within a twelve (12) month period, the sanction shall be a revocation of the permit.
  - c. Additional penalties as may be provided for by the specific violation in other sections of City Code shall remain applicable.
  - d. These penalties are within the enforcement discretion of the City and may be relaxed or heightened depending upon specific circumstances.
- C. Written Notice: The City shall provide the permit holder with a written notice of any violation of this section that has occurred. If applicable, a copy of the warning notice shall be sent to the local representative.
- D. Appeal of Suspension or Revocation: Pursuant to this section, the City shall provide the permit holder with a written notice of the permit suspension or revocation and the reasons. The permit holder may appeal the suspension or revocation under the same process as an administrative appeal under Ketchum Municipal Code 17.144.
- E. Application for Permit After Revocation: A Permittee who has had a STR Permit revoked shall not be permitted to apply for a subsequent STR Permit for the same dwelling unit for a period of one year from the date of revocation.
- F. Infraction: Unless otherwise provided, any person who shall commence or continue to operate a Short-Term Rental for which a permit is required without first procuring the permit shall be deemed guilty of an infraction and subject to a fine of one hundred dollars (\$100.00). A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- G. Advertisement of Short-Term Rental: An advertisement or communication promoting the availability of a STR property in violation of this Code is prima facie evidence of a violation and may be grounds for further enforcement.

**SECTION 3: REPEALER.** All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

**SECTION 4: SAVINGS AND SEVERABILITY.** It is hereby declared to be the legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY THE CITY COUNCIL of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2021.

APPROVED BY THE MAYOR of Ketchum, Idaho this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Neil Bradshaw, Mayor

**ATTEST:**

\_\_\_\_\_  
Tara Fenwick, City Clerk



City of Ketchum  
Planning & Building

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to conduct a public hearing and conduct second reading of Ordinance 1231**

Recommendation and Summary

Staff recommends the City Council conduct a public hearing and conduct the second reading of Ordinance 1231, the permanent ordinance for historic preservation and amendments to the preapplication design review process.

Reason for Recommendation:

- The interim Historic Preservation Ordinance expires on January 15, 2022 and a permanent ordinance must be in effect by January 15<sup>th</sup>.
- The Planning and Zoning Commission (the "Commission") and the Historic Preservation Commission (the "HPC") reviewed the draft documents and recommend city council approval of the proposed ordinance.
- The City Council conducted a workshop on November 29, 2021, providing direction to staff to prepare the ordinance for public hearing review and schedule a joint workshop with City Council, the Planning and Zoning Commission, and the public for January 2022.
- The Council has separated adoption of the Historic Preservation Ordinance from Proposed Design Guidelines. The Design Guidelines are not connected to the Historic Preservation Ordinance.
- The City Council held first reading of the Ordinance 1231 on December 13, 2021.

This is the second of three scheduled readings of Ordinance 1231, unless council determines to waive any subsequent readings. The third reading is currently scheduled for January 3, 2022. If approved, the summary would be published in the Idaho Mountain Express on January 12, 2021, ahead of the January 15, 2021, expiration of the permanent ordinance. The proposed ordinance can be found as Attachment A to this staff report.

During the December 13, 2021, hearing, the City Council had a discussion as to the necessity of the demolition requirement for buildings over 50 years old that are not on the Historic Building/Site List. Additional information regarding this topic is provided below under

“Analysis” for consideration. No changes have been made to the ordinance since the first reading on December 13, 2021.

### Introduction and Background

The project introduction and background were included, in detail, in the staff report and attachments for the November 29, 2021, work session with City Council. That package of information can be found here:

- [Work Session – November 29, 2021 – Staff Report and Attachments](#)

Below is a link to the staff report and attachments issued for the first reading of the proposed ordinance on December 13, 2021.

- [First Reading – December 13, 2021 – Staff Report and Attachments](#)

### Analysis

The process for demolition of buildings over 50 years old is outlined in Section 15.16.040 – *Permit process for demolition of a historic building*. The process was adopted through Ordinance 970 in 2006. The process includes submittal of a demolition application, notification of adjacent property owners, a 60-day waiting period, and security deposit for 150% of the demolition and site restoration cost. Generally, staff receives the application for demolition in conjunction with the Design Review application or the Building Permit application depending on the project schedule and required approvals.

The proposed permanent ordinance includes language in Section 17.20.010.B which references the above process and requires issuance of a building permit for a replacement project prior to issuance of a demolition permit as follows:

*“Applicability:* The regulations and procedures set forth in this ordinance shall apply to each and every structure listed on the adopted Historic Building/Site List. All other buildings over 50 years of age shall follow the process for demolition of buildings per Ketchum Municipal Code Section 15.16.040, except that no demolition permit shall be issued for any structure over 50 years old until a building permit has been issued for a replacement structure on the property.”

City Council discussed the necessity of requiring a building permit prior to demolition and whether a vacant lot is a more desirable condition than keeping the structure in place until a replacement project is ready to be constructed. The requirement for a replacement project was included in the Interim Ordinance and has been in effect since January 2021. With adoption of that ordinance, City Council made the policy decision that the presence of a building is the desired condition. In the instance of unsafe structures that would “imperil the health or safety of the public”, the proposed permanent ordinance includes a provision for determination by the Building Official in Section 17.20.040 – *Remedying of Dangerous Building Conditions*.

If City Council desires to change the requirement for issuance of building permit before a building can be demolished, staff has provided some options for consideration below with identified pros and cons to each:

*Option A* – No change to the proposed permanent ordinance.

- Pros
  - Maintain consistency of a process that has been in place for a year
  - Retain structures over 50 years old for the greatest period of time prior to demolition
- Cons
  - If applicants do not plan application submittals concurrently, may cause delays in start of construction

*Option B* – Revise the ordinance to allow for issuance of the demolition permit at the time a complete building permit application is submitted to the city for the replacement project instead of issuance of the building permit.

- Pros
  - Ensures the existence of a replacement project, avoiding the potential for vacant lots
  - Allows applicants to get a head start on demolition while the building permit application is under review
- Cons
  - If there are major challenges with the building permit application, there may be a period of time where the demolition has been completed but construction on the replacement project has not begun, leaving an idle construction site

*Option C* – Permit demolition of structures that do not have replacement projects provided the Planning and Zoning Commission determines there are extenuating conditions for the property.

- Pros
  - Allows the Commission to impose conditions that ensures that site restoration plans for post demolition condition of the property are satisfactory and followed
  - Provides an opportunity for conditions to be placed on the approval based on site specific considerations
  - Creates an avenue for properties to seek demolition under certain criteria
- Cons
  - Requires a new application, process, and criteria for approval, which will take additional time for applicants.
  - Creates another step in the process of redevelopment of a property

### Next Steps

As outlined in the summary above, the third reading of the ordinance is currently scheduled for January 3, 2022. If the City Council determines that no changes should be made to the permanent ordinance, staff recommends the council approve the second reading of the ordinance and consider waiving of the third reading as no changes are anticipated.

If the City Council directs staff to revise the demolition provision in the ordinance, staff will revise the ordinance accordingly and present the revised ordinance at the January 3, 2022, hearing of City Council.

### Attachments

- A. Ordinance 1231

# Attachment A: Ordinance 1231



**ORDINANCE NUMBER 1231**

**AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, REPEALING AND REPLACING CHAPTER 4.08 OF THE KETCHUM MUNICIPAL CODE, HISTORICAL PRESERVATION COMMISSION; ADDITION OF CHAPTER 17.20, HISTORIC PRESERVATION, TO TITLE 17 ZONING REGULATIONS OF THE KETCHUM MUNICIPAL CODE; AMENDING TITLE 17 ZONING REGULATIONS OF THE KETCHUM MUNICIPAL CODE BY AMENDING SECTION 17.96.010.C – PREAPPLICATION DESIGN REVIEW; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the 2014 Comprehensive Plan identifies community character preservation as one of the community’s ten core values; and

WHEREAS, Policy CD-1.2 of the Comprehensive Plan states, “Individual buildings and sites of historical, architectural, archaeological, or cultural significance should be identified and considered for protection. The City should encourage the private sector to preserve and rehabilitate buildings and sites through local landmark designations, public improvements, guidelines, and other tools.”; and

WHEREAS, on October 15, 2020, the City Council of the City of Ketchum adopted Ordinance No. 1213, as an emergency ordinance to stay the processing of new demolition permit applications in the Community Core from October 15, 2020 through January 17, 2021 for purposes of historic preservation; and

WHEREAS, Idaho Code 67-6524 provides for the City to adopt an interim ordinance and permit restrictions, effective up to one (1) year, during the pendency of preparation and adoption of a permanent ordinance; and

WHEREAS, on January 15, 2021, the City adopted Ordinance No. 1216, as an interim ordinance to establish a list of historic buildings and sites within the City of Ketchum, establishing review standards for demolition or alteration of historic structures, establishing minimum maintenance requirements for historic structures, providing remedies for dangerous buildings, and providing enforcement standards from January 15, 2021 through January 15, 2022, for purposes of historic preservation; and

WHEREAS, the City of Ketchum (“City”) conducted numerous public focus group meetings and two online questionnaires seeking discussion on potential options for historic preservation in the Community Core; and

WHEREAS, the City has established a Historic Preservation Commission per Chapter 4.08 of the Ketchum Municipal Code; and

WHEREAS, the City updated the 2005 Archaeological and Historic Survey Report and determined 26 structures to be of historic significance in the Community Core that were included in the Interim Ordinance, and

WHEREAS, the Historic Preservation Commission adopted a set of criteria for the listing of Historic Buildings and Sites within the City of Ketchum on July 7, 2021; and

WHEREAS, the Historic Preservation Commission further refined the list of historic structures identified in the interim ordinance based on the adopted criteria and adopted a revised Historic Building/Site List on August 19, 2021 identifying 24 structures; and

WHEREAS, Chapter 46 of Title 67 of Idaho Code broadly provides for a municipality to seek to preserve historical, archaeological, architectural, and cultural heritage through a comprehensive program of historic preservation; see Idaho Code 67-4601; and

WHEREAS, Idaho Code 67-4612 authorizes the City to provide for historic preservation by ordinance and special restrictions; and

WHEREAS, the City has an established Design Review process per Chapter 17.96 of the Ketchum Municipal Code, including requirements for Preapplication Design Review; and

WHEREAS, the City conducted numerous online surveys, a community open house, and stakeholder interviews to seek feedback on the integration of historic structures with new development in the Community Core and ways to streamline the Design Review process; and

WHEREAS, the City Planning and Zoning Commission (the “Commission”) held a public hearing on October 26, 2021 and November 16, 2021 to review the proposed permanent ordinance for historic preservation and amendments to the Design Review process and recommended approval to the City Council; and

WHEREAS, the City Council, having considered the recommendation from the Planning and Zoning Commission, and any comments from the public during a public hearing on December 13, 2021, determined that it is in the best interest of the public to adopt the proposed amendments.

**NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the City Council of the City of Ketchum, Idaho:**

**Section 1. REPEAL AND REPLACE OF CHAPTER 4.08, HISTORICAL PRESERVATION COMMISSION:**

**Chapter 4.08 - Historic Preservation Commission**

**4.08.010 Purpose.**

The purpose of this Chapter is to define the composition, duties, and responsibilities of the City of Ketchum Historic Preservation Commission.

**4.08.020 Definitions.**

The following words and phrases, when used in this chapter, shall have, unless the context clearly indicates otherwise, the following meanings:

City: The City of Ketchum, Idaho.

Historic Building/Site List: The list of buildings and sites deemed to be historically significant as adopted by resolution by the HPC.

Historic preservation: The research, documentation, protection, restoration and rehabilitation of buildings, structures, objects, districts, areas and sites significant in the history, architecture, archaeology or culture of this state, its communities or the nation.

Historic property: Any building, structure, area or site that is significant in the history, architecture, archaeology or culture of this community, the state, or the nation.

HPC: The Historic Preservation Commission of the City of Ketchum, Idaho.

#### **4.08.030 Created; appointments.**

- A. There is created an HPC which shall consist of five (5) members comprised of a maximum of three (3) and a minimum of one (1) member of the Planning and Zoning Commission and a maximum of four (4) and a minimum of two (2) members of the community who shall be appointed by the Mayor with the advice and consent of the Council.
- B. All members of the HPC shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Council shall endeavor to appoint community members with professional training or experience in the disciplines of architecture, history, architectural history, urban planning, archaeology, engineering, law, or other historic preservation related disciplines.
- C. Initial appointments to the HPC shall be made as follows: two two-year terms, and three three-year terms. All subsequent appointments shall be made for three-year terms. HPC members may be reappointed to serve additional terms. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.
- D. The members of the HPC may be reimbursed by the City for expenses incurred in connection with their duties and for meetings, subject to a resolution adopted by the City Council.

#### **4.08.040 Organization, officers, rules, meetings.**

- A. The HPC shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this chapter. Rules of procedure and bylaws adopted by the HPC shall be available for public inspection.
- B. The HPC shall elect officers from among the HPC members. The chairperson shall preside at meetings of the HPC. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.
- C. All meetings of the HPC shall be open to the public and follow the requirements of Idaho's open meeting laws. The HPC shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.
- D. The HPC may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the HPC.

#### **4.08.050 Powers, duties and responsibilities.**

The HPC shall be advisory to the Council and shall be authorized to:

- A. Conduct a survey of local historic properties;
- B. Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation;
- C. Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City;
- D. Recommend the lease, sale, other transfer or disposition of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;
- E. Contract, with the approval of the Council, with the state or federal government, or any agency of either, or with any other organization;
- F. Cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;
- G. Make recommendations in the planning processes undertaken by the county, the City, the state or the federal government and the agencies of these entities;
- H. Recommend ordinances and otherwise provide information for the purposes of historic preservation in the City;
- I. Promote and conduct an educational and interpretive program on historic preservation and historic properties in the City;
- J. HPC members, employees or agents of the HPC may enter private property, buildings or structures in the performance of their official duties only with the express consent of the owner or occupant;
- K. Review nominations of properties to the National Register of Historic Places for properties within the City's jurisdiction;
- L. Establish and maintain the Historic Building/Site list;
- M. Review and make decisions on Demolition and Alteration applications.

#### **4.08.060 Special restrictions.**

Under the provisions of Idaho Code section 57-4612, the City of Ketchum, Idaho, may provide by ordinances, special conditions or restrictions for the protection, enhancement and preservation of historic properties.

### **Section 2. ADDITION OF CHAPTER 17.20, HISTORIC PRESERVATION, TO TITLE 17 ZONING REGULATIONS**

#### **17.20.010 - General Provisions**

- A. The purpose of this chapter is to promote the educational, cultural, economic and general welfare of the public of the City of Ketchum through the identification,

evaluation, designation and protection of buildings, sites, areas, structures and objects which reflect significant elements of the City's, the state's, and the nation's historic, architectural, archaeological and cultural heritage.

- B. *Applicability:* The regulations and procedures set forth in this ordinance shall apply to each and every structure listed on the adopted Historic Building/Site List. All other buildings over 50 years of age shall follow the process for demolition of buildings per Ketchum Municipal Code Section 15.16.040, except that no demolition permit shall be issued for any structure over 50 years old until a building permit has been issued for a replacement structure on the property.
  - 1. Except as provided in Section 17.20.040, Remediating of Dangerous Building Conditions, no person shall make, or otherwise cause to be made, any demolition or alterations to structures on the Historic Building/Site List without approval by the Historic Preservation Commission (HPC) through the Demolition or Alteration application process described in Section 17.20.030. The following types of modifications require HPC review:
    - a. Partial or total demolition of any portion of the structure; or
    - b. Exterior alterations, including windows or siding replacement, or
    - c. Additions to any structure.
- C. *Exceptions:* This ordinance shall not apply to dangerous building conditions that would imperil the health or safety of the public as determined by the Building Official and the Director of Planning and Building.

#### **17.20.020 - Historic Building/Site List**

- A. The Historic Building/Site List shall be established and maintained by the HPC.
- B. The HPC shall have the authority to add or remove structures from the Historic Building/Site List using the criteria below to determine if a structure should be added or removed from the Historic Building/Site List.
- C. Buildings or sites shall meet Criteria 1 and 2 and shall meet one or more of the Criteria listed in 3.
  - 1. Historic buildings must be at least fifty (50) years old. A historic building may be exempt from the age standard if it is found to be exceptionally important in other significant criteria.
  - 2. All buildings and sites must retain their physical integrity as determined by the following criteria. However, a site need not meet all of the following criteria:
    - a. Shows character, interest, or value as part of the development, heritage or cultural characteristics of Ketchum, the region, state, or nation;
    - b. Retains a significant amount of the original design features, materials, character or feeling of the past;
    - c. Is in the original location or same historic context after having been moved;

- d. Has been accurately reconstructed or restored based on documentation.
- 3. Historic buildings or sites shall meet one or more of the following criteria:
  - a. *Architectural criteria.*
    - i. Exemplifies specific elements of a recognized architectural style or period or a style particularly associated with Ketchum neighborhoods;
    - ii. Example of the work of an architect or builder who is recognized for expertise nationally, state-wide, regionally, or locally;
    - iii. Demonstrates superior craftsmanship or high artistic value;
    - iv. Represents an innovation in construction, materials or design;
    - v. Pattern or grouping of elements that enhance the identity of the community;
    - vi. Significant historic remodel contributing to Ketchum’s identity.
  - b. *Social/historic criteria.*
    - i. Site of historic event;
    - ii. Exemplifies cultural, political, ethnic, economic, or social heritage of the community through the built environment or with people associated with an era of history;
    - iii. Associated with a notable person or the work of a notable person;
    - iv. Is valued by the Ketchum community as an established or familiar visual or cultural feature due to its architectural history, siting, massing, scale, cultural characteristics, or heritage such that its removal would be irreparable loss to the setting.
  - c. *Geographic/Natural Features.*
    - i. Enhances sense of identity of the community;
    - ii. Is an established and familiar natural setting or visual feature of the community.

D. All structures on the Historic Building/Site List shall be maintained to meet the requirements of the International Property Maintenance Code and/or the International Existing Building Code, as adopted and amended by the City. The owner of such structure(s) shall also keep in good repair all structural elements thereof which, if not so maintained, may cause, or tend to cause the exterior portions of such structure to deteriorate, decay or become damaged or otherwise to fall into a state of disrepair which would have an adverse effect upon such designated structures.

**17.20.030 - Demolition or Alteration Request Process:**

A. An applicant seeking to demolish or make any alterations to structures on the Historic Building/Site List shall file a Request for Demolition or Alteration application with the Planning and Building Department. The application shall be processed as set forth in KMC Chapter 17.96., Design Review. This process may run concurrent with applications for Design Review.

- B. Upon receipt of a complete Request for Demolition or Alteration application and fee, as determined by the Zoning Administrator, the application shall be scheduled for a public hearing before the HPC within 60 days of the application being deemed complete. Notice shall be provided in accordance with KMC Section 17.116.040 C, D, and E.
- C. Following the public hearing, the HPC may approve, deny, or approve with conditions the Request for Demolition or Alteration. The HPC will review the application using the criteria below to determine if the proposed demolition or alteration of the structure may proceed.
  - 1. Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the Community Core.
  - 2. Would the loss, alteration of, or addition to, the structure adversely affect the historic integrity of the structure, impact the significance of the structure within the Community Core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan.
  - 3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.
  - 4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core.
- D. Appropriate alterations might include but are not limited to:
  - 1. Changes to the building's interior that are not visible from a public street, alley, park, or other public place;
  - 2. Changes to internal building systems that will not adversely affect the external appearance of the building;
  - 3. The erection or removal of temporary improvements.
  - 4. Adaptive reuse consistent with the Secretary of the Interior's Standards for Rehabilitation and Idaho Code Title 67-4618.
- E. The HPC shall consider the unique circumstances of each proposed demolition or alteration. Approval of each individual Demolition or Alteration application is unique to that property and does not constitute a precedent for other properties.
- F. The decision of the HPC on a Demolition or Alteration application may be appealed to the City Council by the applicant or affected party pursuant to the appeal provisions contained in Ketchum Municipal Code Section 17.144, Appeals of the Planning and Zoning Commission Decisions.

**17.20.040 - Remedying of Dangerous Building Conditions**

- A. If the Building Official finds a historic structure constitutes dangerous building conditions that would imperil the health or safety of the public, it shall first be determined by the Building Official if the structure is capable of being made safe by repairs in which said repairs shall be made by the owner of the structure.
- B. If the Building Official finds the structure is not capable of being made safe by repairs, then the Building Official may order the structure to be demolished.

C. Nothing contained herein shall be construed as making it unlawful for any person to comply with the Building Official's authority as stated in this section.

**17.20.050 - Enforcement and Maintenance**

A. If any alteration is made without approval of a Demolition or Alteration application, the City may issue a stop work order for all construction activity, withhold inspections and final approvals, withhold approval of additional City permits, and take any other available action, or any combination of the aforementioned, until the applicant has applied for and received approval for the alteration. If the alteration is not approved, the property owner shall restore the structure to its original condition prior to any alteration occurring.

B. Except as provided in Section 6, Remediating of Dangerous Building Conditions, no permit shall be issued authorizing any alteration to a structure listed on the Historic Building/Site List until the HPC approves the Request for Demolition or Alteration application. If the approval or denial of the application is administratively appealed, no further development permits shall be approved for the property until the City Council has made a final decision on the administrative appeal.

Normal repair and maintenance of structures on the Historic Building/Site List is permitted. Nothing in this Section shall be construed to prohibit the alteration of any structure necessary as a part of normal repair and maintenance when such alteration will not change the exterior appearance or materials or the interior support structure of the building, including the character or appearance of the land itself.

**17.20.060 – Relief from Regulations**

A. The relief from regulations within the City of Ketchum Code of Ordinances is applicable to properties on the Historic Building/Site List to ease the burden of preserving buildings.

B. Relief from Building Code requirements of Title 15 of the City of Ketchum Code of Ordinances.

1. The Building Official has the authority to consider alternative options for historic buildings to comply with building code so long as they do not compromise health and safety.

C. Relief from Off Street Parking and Loading requirements of Chapter 17.125 of the City of Ketchum Code of Ordinances.

1. Where additions or alterations to an historic building are proposed, the square footage of the existing historic building shall not be counted toward the minimum parking requirement for the proposed project regardless of



use.

2. No additional parking relief is provided for projects that include full demolition of historic buildings.
3. When projects include partial demolition of historic buildings, the square footage of the historic building that remains shall not be counted toward the minimum parking requirement for the proposed project regardless of use.

D. Relief from Nonconforming Building Requirements of Chapter 17.136 of the City of Ketchum Code of Ordinances.

1. Properties are allowed to increase existing nonconformities on expansions by matching existing setbacks, height, and other dimensional standards.
2. Properties are exempted from the limitation on and expanding nonconforming buildings.

**Section 3. AMENDMENT TO SECTION 17.96.010.C, PREAPPLICATION DESIGN REVIEW:**

**17.96.010.C – Preapplication Design Review**

1. Preapplication review is required for all new non-residential and multi-family residential developments with four (4) or more stories and all new developments on a lot or lots totaling 11,000 square feet. Applicants of projects exempt from Preapplication Design Review may request a Preapplication Design Review at their discretion. ~~new nonresidential construction and all multi-family developments of five or more units.~~
2. The purpose of preapplication review is to allow the Commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.
3. Preapplication review materials shall be submitted according to the application requirements of section 17.96.040 of this chapter.
4. The Commission may require a model of the project or computer simulation renderings showing the proposal from one or more key vantage points for presentation at regular design review meetings in order to assist in the understanding of the project. Models and computer renderings must include surrounding properties in sufficient detail for the proposal to be viewed in context.
5. The Administrator may waive the requirement for preapplication review if the project is found to have no significant impact.

**Section 4. SAVINGS AND SEVERABILITY CLAUSE:** It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any

paragraph, part, section, subsection, sentence clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 5.**     **REPEALER CLAUSE:** All City of Ketchum Ordinances or resolutions or parts thereof which are in conflict herewith are hereby repealed.

**Section 6.**     **PUBLICATION:** This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

**Section 7.**     **EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this \_\_\_\_ Day of \_\_\_\_\_ 2022.**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Attest: Tara Fenwick, City Clerk



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Adopt Resolution 22-013 Adopting Fees and Fee Schedules for All City Departments**

#### Recommendation and Summary

Staff is recommending the Council adopt Resolution 22-013 adopting a revised fee schedule for the City of Ketchum with the following motion:

***"I move to adopt Resolution 22-013 which institutes new fees for In-Lieu Housing, Building and Planning, and Water Meter Vaults"***

The reasons for the recommendation are as follows:

- The proposed housing fee in-lieu rate has been analyzed and discussed prior to this fee resolution. City Council provided direction on the rate at a workshop on December 13, 2021.
- The addition of fees for building permit amendments has been in place since 2020. Inclusion provides clarity for applicants and staff.
- An increase from \$1035.00 to \$1100.00 in Meter Vaults due to purchase costs. The item was accidentally overlooked during the previous fee/charges list.

#### Introduction and History

Fees charged by the City are established via a resolution of the City Council. Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. The fee resolution has been periodically updated to add new fees or modify existing ones.

#### Analysis

##### *Housing In-Lieu Fees*

City staff and BCHA began the process of updating the housing in-lieu fee in July 2021. Following, analysis by staff and BCHA, two meetings of the City Council, and a community workshop on December 13, 2021, the City Council directed staff to prepare a fee resolution updating the housing fee-in-lieu based on all data and feedback received. The adopted methodology recommends a housing fee-in-lieu of \$603. City Council concluded that this year, due to the lapse in time since the last update, that the housing fee-in-lieu should be set at approximately 75% of the recommended rate. The enclosed fee resolution outlines an updated housing fee-in-lieu rate of \$450. If approved, the new rate would apply to all projects with a submittal date after January 1, 2022. All applications submitted prior to January 1, 2022 will be subject to the current rate of \$238.

##### *Building Permit Fee*

One other change is proposed to the fee resolution. Currently the city is charging a fee if an applicant amends their building permit after a permit has been issued and while the project is under construction. Amendments

to building permits require multiple departments to review the change. The proposed fee reflects the amount that has been charged since late 2020. Including the fee in the fee resolution provides better clarity for applicants and staff.

#### Financial Impact

The connection fees included in Resolution 22-013 are anticipated to provide necessary funding to the utility funds and accurately recover the cost of new connections.

Increasing the housing in-lieu fee from \$238.00 per square foot to \$450.00 per square foot may increase the balance of the City of Ketchum in-lieu fund, however this is dependent on whether developers elect to build housing or pay the fee-in-lieu.

Collection of building permit amendment fees has been in place since 2020, therefore, the city will continue to collect fees associated with this work. The amount is dependent on the number of building permit amendments received.

#### Attachments

- Attachment A: Resolution 21-015
- Attachment B: Redline of Fee Resolution

## **RESOLUTION NUMBER 22-013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department; and

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24<sup>th</sup>, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on November 18, 2019, and adopted Resolution 19-029, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on January 6, 2020, and adopted Resolution 20-005, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on September 21, 2020, through Resolution 20-023; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on October 18, 2021, through Resolution 21-015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

**Section 1: Planning and Building Department Fees**

<b>TABLE 1-A BUILDING PERMIT and PLAN CHECK FEES</b>	
<b>TOTAL VALUATION<sup>1</sup></b>	<b>FEE</b>
\$1.00 to \$500.00	\$24.50
\$501.00 to \$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
\$2,001.00 to \$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 \$25,000.00
\$25,001.00 to \$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 \$50,000.00
\$50,001.00 to \$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 \$100,000.00
\$100,001.00 to \$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 \$500,000.00
\$500,001.00 to \$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 \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
<b>PLAN CHECK FEES</b>	
Plan Check Fee	65% of Permit Fee
P&Z Plan Check Fee	70% of Plan Check Fee
Fire Department Plan Check Fee	Same as P&Z Plan Check Fee
<b>Revisions to Building Permit Plans:</b>	
Review without a Design Review Permit	\$250.00
Review with a Design Review Permit	\$450.00
<b>Other Inspections and Fees:</b>	
1. Inspections outside of normal business hours (minimum charge--two hours)	\$60 per hour <sup>2</sup>
2. Re-inspection fees assessed under provisions of Section 109.7	\$60 per hour <sup>2</sup>
3. Inspections for which no fee is specifically indicated (minimum charge--one-half hour)	\$60 per hour <sup>2</sup>
4. Additional and partial inspections above the minimum required by the building codes may be charged (minimum charge--one hour)	\$60 per hour <sup>2</sup>
5. Additional plan review required by changes, additions or revisions to plans (minimum charge--one-half hour)	Building Permit only not design review = \$250 per hour <sup>2</sup> Design review & Building permit = \$450.00
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge)	\$100 <sup>2</sup>
7. For use of outside consultants for plan checking and inspections, or both	Actual costs <sup>3</sup>
8. Penalty for commencement of work without a building permit (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)	\$1,000
9. Deferred submittals, per each submittal	25% of Plan review fee
10. Temporary Certificate of Occupancy (non-refundable)	\$1,000 per week
11. Alternative Energy System Installation	\$100 <sup>4</sup>
11. Demolition Fee	\$150 <sup>5</sup>
12. Administrative Review Fee	\$190 per day
<b>Notes to Table 1-A</b>	
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 the project.	
2 Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
3 Actual costs include administrative and overhead costs.	
4 Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
5 A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

## BUILDING PERMIT AND REVIEW FEE POLICIES

**Administrative Review Fee.** An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

**Expiration of an Inactive Building Permit.** Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

**Fees for re-roofs.** A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However, when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

**Fee Refunds.** The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

**Fees for repairs.** Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

**Fire Department Review.** Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

**Incomplete construction documents.** When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

**Issuance of a Building Permit.** A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

**Payment of Fees.** On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

**Penalty for Commencement of Work without a Building Permit.** This penalty shall be assessed in in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of topsoil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

**Planning Department Review, Inspection and Fees.** Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the



Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

**Plan Review Fees.** When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

**Security Agreements.** A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

**Temporary Certificate of Occupancy.** A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

**Waiver of Fees as an Economic Development Incentive.** Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

**TABLE 1-B PLANNING & ZONING FEE SCHEDULE**

APPLICATION TYPE	FEE (\$)
<b>DESIGN REVIEW</b>	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft.
	2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft
	2: \$0.11/ft
	3: \$0.10/ft
<b>SUBDIVISION</b>	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
<b>FLOODPLAIN DEVELOPMENT PERMITS</b>	
Streambank Alteration	\$500 plus applicable consultant review expenses
Emergency Streambank Alteration Permit	\$250 permit fee, applicable consultant review expenses, and \$1,000 refundable deposit to be refunded upon approval of follow-up Streambank Alteration Permit
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Subdivision in Floodplain	\$350 per lot located wholly or partially within flood plain plus applicable consultant review expenses
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, substantial landscape/riparian alteration (including removal of five or more riparian trees)	\$250
Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	\$125
<b>OTHER PERMITS</b>	
Administrative Use Permit	\$250
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)
Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250

CHANGES/AMENDMENTS/WCF'S	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925
WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Amendment to Development Agreement	\$1,900
Miscellaneous Fees and Changes	
Consultant Review Fee	100% of actual costs incurred by City
Community Housing In-lieu Fee	\$450 per square foot

### C. IMPACT FEES

TABLE 1-C.1 DEVELOPMENT IMPACT FEES				
	Fire	Parks	Police	Streets
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sf	\$0	\$.022/sf	\$.968/sf

### Section 2: Fire Department Fees

TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1. <b>Automatic fire alarm system.</b> Plan checks, inspections and acceptance testing of required fire alarm systems.	
Permit Plan Check Fee per hour	\$55.00
Inspections and Testing Fee per hour	\$60.00
a.2. <b>Automatic fire sprinkler system.</b> Plan checks, inspections and acceptance testing of required fire sprinkler systems.	
Permit Plan Check Fee per riser	\$75.00
plus \$1.00 per head	calculation
Inspections and Testing Fee per hour	\$75.00
c.1 <b>Carnivals and Fairs.</b> An operational permit is required to conduct a carnival or fair.	
<b>Permit Fee</b>	\$75.00
c.2. <b>Compressed gases.</b> An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8.	
<u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	
Permit Fee	\$75.00
c.3. <b>Consultants Fees.</b> Fees for use of outside consultants for plan checking and inspections,	

or both.	Actual Costs
Fee: Actual Costs Charged by Consultants per Project Review	Actual Costs
c.4. <b>Cryogenic fluids.</b> An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10. <u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading. Permit Fee	\$50.00
c.5. <b>Daycare Inspection.</b> Inspection Fee	\$25.00
e.l. <b>Emergency responder radio coverage system.</b> A construction permit is required to install or modify an emergency responder radio coverage system and related equipment. Permit Plan Review Fee Inspection and Testing Fee per hour	\$500.00 \$55.00
e.2. <b>Explosives or blasting agents.</b> An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials. Permit Fee	\$100.00
f. 1. <b>Fire clearance permits.</b> Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes. Permit Fee	\$25.00
f.2. <b>Flammable or combustible liquids.</b> An operational permit is required per Section 105.6.16. Permit Fee	\$100.00
h.l. <b>Hazardous Materials.</b> An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee	\$100.00
h.2. <b>Hood and duct.</b> An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee	\$50.00
L.1. <b>Liquefied petroleum gases.</b> An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee	\$75.00
o.l. <b>Oil or fuel tank removal.</b> A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee	\$100.00
o.2. <b>Open burning.</b> An operational permit is required for the kindling or maintaining of an	

open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee	\$50.00
p.1. <b>Plan check fees:</b> Fee for initial plan check for building construction. Permit Fee	70%
Fee for any additional checks of revised plans for building construction is the same	DBS plan check fee
p.2. <b>Pyrotechnical special effects material.</b> An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee	\$100.00
s.1. <b>Solar photovoltaic power system.</b> A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee	\$50.00
s.2. <b>Spraying or dipping.</b> An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee	\$100.00
t.1. <b>Tents, canopies and temporary membrane structures.</b> An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee	\$40.00
u.1. <b>Use of apparatus.</b> Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel per hour Ambulance Staffed with 2 EMTs per hour Fire Engine Staffed with 3 Firefighters per hour Staff Vehicle Staffed with 1 Firefighter or EMT per hour	\$55.00 \$145.00 \$175.00 \$100.00

**Section 3: Parks, Events, and Recreation Department Fees**

**Table 3A – Youth After School Program Fees (payment plans and scholarships available)**

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Swimming (6 weeks session)	\$75.00
Additional after school activities	\$36.00 rec member/\$68.00 non-member

**Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)**

Full summer (ten weeks M-Th)	\$920.00
Per week (M-TH)	\$130.00
Per day (drop-in)	\$36.00
Swimming (10 weeks session)	\$125.00
Friday Adventures (requires individual registration)	Cost is activity dependent

**Table 3C – Park Reservations**

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$160.00
101 people or more: \$160.00	101 people or more: \$320.00
Refundable Security Deposit (over 100 people): \$250.00	
<i>*additional departmental fees and security deposit fees may apply</i>	

**Table 3D – Atkinson Park athletic fields, Recreation Center**

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

**Table 3E – Organized Sports Leagues/Commercial Use Permit\***

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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\*Commercial uses when organizer charges an admission or participation fee

**Table 3F – Special Events\***

Street Party Application Fee	\$100.00
Block Party Application Fee	\$50.00
Category A – application fee	\$100.00
Category B – application fee	\$400.00
Category C – application fee	\$800.00
Facility Fee	\$150.00 per day
Visitor Center Window Advertising Permit	\$75.00
Music License Fee	\$10 per day

Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit (Street Party & Small Events)	\$250.00
Refundable Security Deposit (Medium & Large Events)	\$500.00
<i>*additional departmental fees and security fees may apply.</i>	

\*Additional departmental fees may apply and are assessed following the event

**Table 3G – Film Permit\***

Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

\* Additional departmental fees may apply and are assessed following the event

**Table 3H – Memorials and donations**

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
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**Table 3I – Tree Services**

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

**PARKS & RECREATION DEPARTMENT FEE POLICIES**

**Liability Waiver and Insurance Requirements.** Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

**Youth Program Photo Release.** Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

**Refunds.** No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

**Section 4: Public Works Department Fees**

<b>TABLE 4-A STREET DIVISION FEES</b>	
Banner Install/Remove	\$175
Right of Way Encroachment Agreement	\$150
Temporary Use of the Right of Way Permit (TURP)	\$100
Dig Permit	\$50
Barricade Rental	\$20
Security Agreement/Performance Bond Processing Fee	\$100

\* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

<b>TABLE 4-B WATER DIVISION FEES</b>	
City water tap and corporation stop installation 1" tap 1 ½" tap 2" tap	In addition to connection fees in table 4-D \$203 \$220 \$247
Non-Standard Connection Fee	Time and material cost to city
Water Meter Fee – 1" Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 1.5" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 2" C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Fee – 3" Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
Water Meter Vaults	<b>\$1,100</b>
Fire Line Permit Fee	\$253
Turn-On Fee	\$25.00
Turn-Off Fee	\$25.00
Water User Charges – Metered Users Base charge <u>Gallons Supplied</u> 1,000 – 8,000 8,001 – 65,000 65,001 – 120,000 >120,000	\$14.55 per month (residential or commercial) Additional Charge per 1,000 gallons \$1.15 \$2.31 \$4.65 \$6.98
Water User Charges – Non-Metered Users <u>Residential Flat Rate</u> First five (5) cold water taps or less Each additional cold water tap Irrigation and sprinkling per each 1,000 square feet of lot area  <u>Commercial Flat Rate</u> First five (5) cold water taps or less Each additional cold water tap Irrigation and sprinkling per each 1,000 square feet of lot area	\$25.06 per month/unit \$2.31 per month/unit \$0.83 per month/ unit  \$38.46 per month/unit \$3.20 per month/unit \$0.84 per month/unit



Fire User Charge	
<u>Connection Size</u>	
2"	\$8.21 per month
4"	\$16.70 per month
6"	\$33.56 per month
8"	\$49.61 per month
10"	\$67.16 per month
12"	\$83.11 per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$25.00 per day

**TABLE 4-C WASTEWATER DIVISION FEES**

Service Inspection Fee		\$40
Sewer User Charges		
<b>Service No.</b>	<b>Classification</b>	<b>Rate Per Month</b>
11	Single family home	\$39.12
12	Multiple living unit	\$39.12
13	Motel / hotel (first unit)	\$39.12
15	Office building / 1,500 square feet	\$39.12
16	Retail sales / 3,000 square feet	\$39.12
17	Restaurant / cafe per seat with or without a trap	\$3.86
20	Retail food / 1,500 square feet	\$39.12
21	Barber shop / per chair	\$19.54
22	Beauty salon / per operator	\$39.12
26	Dry cleaners	\$78.20
27	Garage / mechanical per 1,500 square feet	\$78.20
28	Laundries	\$156.44
29	Bank	\$78.20
30	School / per 50 students	\$39.12
31	Swimming pool / private / 500 square feet	\$9.72
32	Beer, wine, liquor	\$78.20
33	Theater / per screen	\$78.20
35	Nursery school	\$78.20
36	Church	\$78.20
37	Lodge / private / 3,000 square feet	\$78.20
39	Dentist / doctor/ per medical doctor	\$42.10
40	Car wash with recycle	\$42.10
41	Hospital / per bed	\$7.80
42	Bowling alley / per lane	\$15.63
43	Car wash without recycle / per bay	\$78.20
44	Commercial / 3,000 square feet	\$39.12
45	Photo development lab	\$78.20
46	Gas station with public restrooms	\$78.20
47	Warehouse / 6,000 square feet	\$39.12
48	Swimming pool / public / 500 square feet	\$29.90
54	Motel / hotel unit without cooking	\$9.72
55	Motel hotel, with cooking	\$19.54
56	Senior family living home	\$19.54
Returned Check Charge		Actual Cost

**Table 4-D Water and Wastewater Connection Fees**

Meter Size	Base Connection Fee Scale Factor	Water Connection Fee	Wastewater Connection Fee
1"	1.00	\$3,816.00	\$2,921.00
1.5"	2.25	\$8,586.00	\$6,572.25
2"	4.00	\$15,264.00	\$11,684.00
3"	9.00	\$34,344.00	\$26,289.00
4"	16.00	\$61,056.00	\$46,736.00
6"	36.00	\$137,376.00	\$105,156.00

\* Connection Fees are pursuant to October 18, 2019, Galena Engineering Report

**Section 5: Administrative/City Clerk Fees**

<b>TABLE 5-A BUSINESS LICENSE AND TAX FEES</b>		
<b>Business License</b>	<b>Fee</b> \$50.00	<p><b>Late Fee Charge</b> \$10.00 for business license application received after the deadline.</p> <p><b>Waiver of Business License Fee</b> The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
<b>City Local Option Tax</b>	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
<b>Catering Permit</b>	\$20.00 per day or as determined by Idaho Code 23-934A	

**TABLE 5-B ADMINISTRATIVE SERVICES FEES**

**Copying Fee Schedule**

Cost per copy (in-house)

Black & White

\$ .06/page: 8.5"x11" Single-sided  
 \$ .06/page: 8.5"x14" Single-sided  
 \$ .11/page: 8.5"x11" Double-sided  
 \$ .11/page: 8.5"x14" Double-sided  
 \$ .15/page: 11"x17" Single-sided  
 \$ .29/page: 11"x17" Double-sided

Color

\$ .65/page: 8.5"x11"  
 \$ .65/page: 8.5"x14"  
 \$ .85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36" \$ 3.30/page  
 22" X 34" \$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator	Current Salary divided by 2,080 hours per year
Department Head	Current Salary divided by 2,080 hours per year
Assistant or Associate	Current Salary divided by 2,080 hours per year
City Clerk	Current Salary divided by 2,080 hours per year
Network Consultant	Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 20<sup>st</sup> day of December, 2021.

CITY OF KETCHUM

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Neil Bradshaw, Mayor

ATTEST:

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Tara Fenwick  
City Clerk



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Syringa Springs Subdivision: Block 1, Lot 6A Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Garth McClure of Benchmark Associates on behalf of property owner Jill Grossman (Lot 6) to expand the existing building envelope on the lot.

Recommended Motion: "I move to approve the Syringa Springs Subdivision: Block 1 Lot 6A Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The lot will continue to meet all applicable zoning and subdivision standards including, but not limited to, minimum lot size, setbacks, and building coverage standards for the LR zone.
- City departments have reviewed the proposal and have no issue with the proposed lot line shift.

#### Analysis

Lot 6 of Syringa Springs is located at 215 Gem St. Syringa Springs Subdivision was platted in 1988 and all infrastructure and public improvements in the subdivision are complete.

Lot 6 currently has an existing single-family residence built. The owner wishes to expand the 7,355 sq ft building envelope of the property to include an office addition and landscaping project which was approved by Planning & Zoning Commission on 12/14/2021. This action will result in Lot 6A with a building envelope of 11,260. Lot 6A will both continue to meet the dimensional standards for setbacks, building coverage, and so forth as required by the zoning code.

The hearing for this action was properly noticed and no public comment has been received as of December 14, 2021.

#### Financial Impact

None

#### Attachments

Syringa Springs Subdivision: Block 1, Lot 6A Final Plat  
Draft Findings of Fact, Conclusions of Law, and Decision

**Attachment A**  
**Syringa Springs Subdivision:**  
**Block 1 Lot 6A**

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# SYRINGA SPRINGS SUBDIVISION: BLOCK 1, LOT 6A

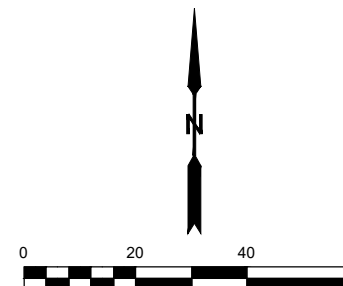
WHEREIN THE BUILDING ENVELOPE ON LOT 6 SYRINGA SPRINGS SUBDIVISION IS AMENDED, CREATING LOT 6A.

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

NOVEMBER 2021

### LEGEND

	PROPERTY LINE
	ADJOINING PROPERTY LINE
	PROPOSED BUILDING ENVELOPE
	EXISTING BUILDING ENVELOPE PER PLAT ELIMINATED
	EASEMENT
	BUILDING ENVELOPE & BLAINE COUNTY GIS TIES
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	FOUND ALUMINUM CAP
	CALCULATED POINT, PER PLAT
	FOUND SURVEY MARKER
	WITNESS CORNER
	W.C.

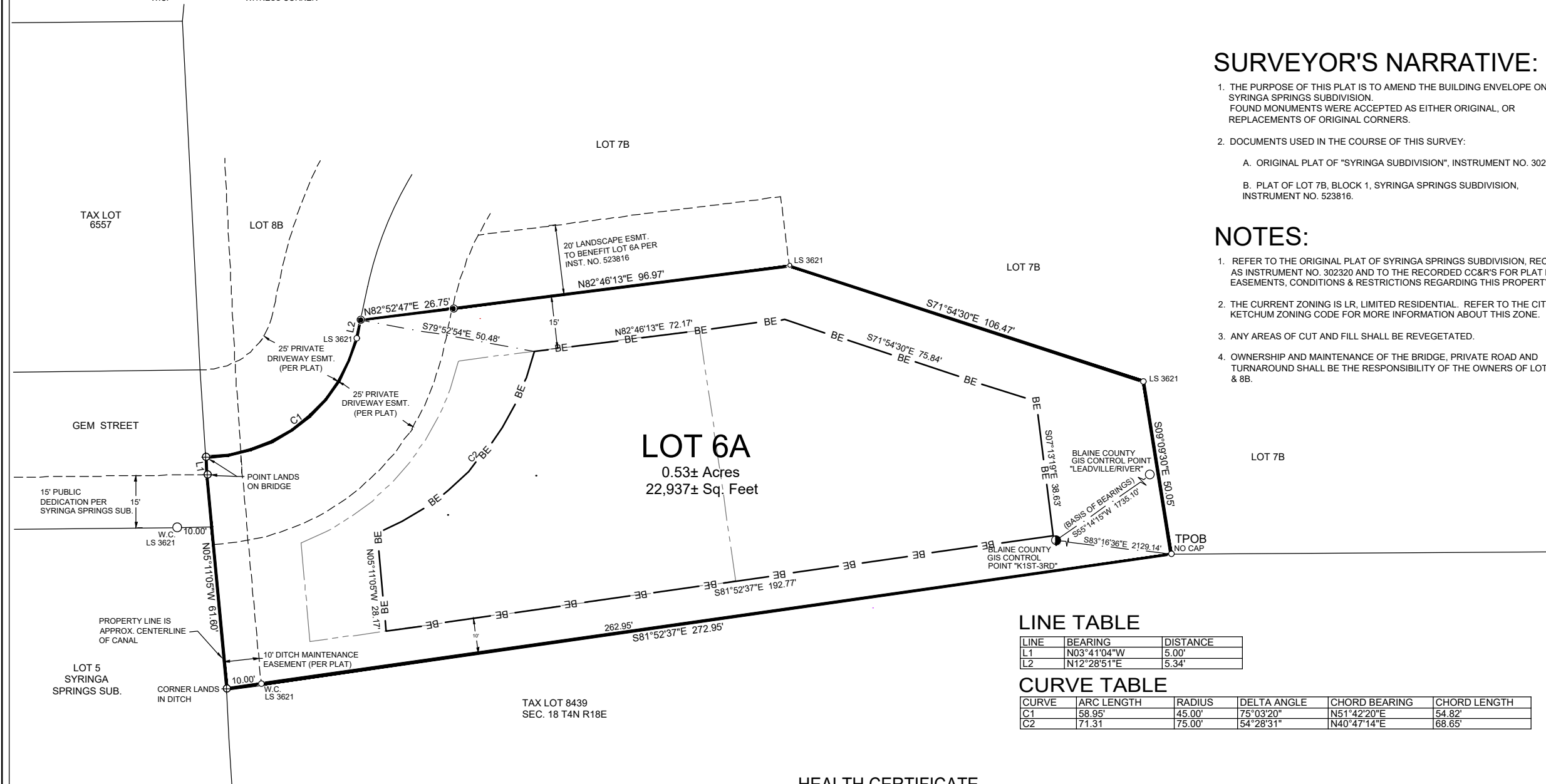


### SURVEYOR'S NARRATIVE:

- THE PURPOSE OF THIS PLAT IS TO AMEND THE BUILDING ENVELOPE ON LOT 6, SYRINGA SPRINGS SUBDIVISION. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL, OR REPLACEMENTS OF ORIGINAL CORNERS.
- DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
  - ORIGINAL PLAT OF "SYRINGA SUBDIVISION", INSTRUMENT NO. 302320.
  - PLAT OF LOT 7B, BLOCK 1, SYRINGA SPRINGS SUBDIVISION, INSTRUMENT NO. 523816.

### NOTES:

- REFER TO THE ORIGINAL PLAT OF SYRINGA SPRINGS SUBDIVISION, RECORDED AS INSTRUMENT NO. 302320 AND TO THE RECORDED CC&R'S FOR PLAT NOTES, EASEMENTS, CONDITIONS & RESTRICTIONS REGARDING THIS PROPERTY.
- THE CURRENT ZONING IS LR, LIMITED RESIDENTIAL. REFER TO THE CITY OF KETCHUM ZONING CODE FOR MORE INFORMATION ABOUT THIS ZONE.
- ANY AREAS OF CUT AND FILL SHALL BE REVEGETATED.
- OWNERSHIP AND MAINTENANCE OF THE BRIDGE, PRIVATE ROAD AND TURNAROUND SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 6A, 7B & 8B.



### LINE TABLE

LINE	BEARING	DISTANCE
L1	N03°41'04"W	5.00'
L2	N12°28'51"E	5.34'

### CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	58.95'	45.00'	75°03'20"	N51°42'20"E	54.82'
C2	71.31'	75.00'	54°28'31"	N40°47'14"E	68.65'

### 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



PREPARED BY:  
BENCHMARK ASSOCIATES, P.A.  
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340  
PHONE (208)726-9512 FAX (208)726-9514



### SYRINGA SPRINGS SUBD.: BLOCK 1, LOT 6A

LOCATED WITHIN: SECTION 18, T4N, R18E, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: JILL GROSSMAN

PROJECT NO. 21113	DWG BY: ROBI/CPL	FILE: 21113PG1.DWG
FINAL PLAT	DATE: 11-24-2021	SHEET: 1 OF 2



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## SYRINGA SPRINGS SUBDIVISION: BLOCK 1, LOT 6A

### OWNER'S CERTIFICATE

THIS IS TO CERTIFY that the JILL M. GROSSMAN TRUST dated August 7, 2009, Jill M. Grossman, Trustee, is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

LOT 6 OF SYRINGA SPRINGS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 302320, 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.

JILL M. GROSSMAN TRUST dated August 7, 2009

By: \_\_\_\_\_  
JILL M. GROSSMAN

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_, before me, the undersigned, personally appeared JILL M. GROSSMAN, known or identified to me (or proved to me), to be the person whose names are subscribed to the within instrument as Trustee of the JILL M. GROSSMAN TRUST dated August 7, 2009 and acknowledged to me that she and said trust 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: \_\_\_\_\_

### 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



### 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 \_\_\_\_\_

### CITY ENGINEER'S APPROVAL

I, \_\_\_\_\_, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

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

DATE \_\_\_\_\_

### CITY OF KETCHUM APPROVAL

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision Ordinance.

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

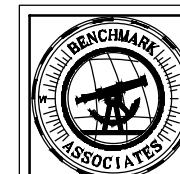
Certified by: \_\_\_\_\_

TARA FENWICK, City Clerk

### 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: \_\_\_\_\_



### SYRINGA SPRINGS SUBD.: BLOCK 1, LOT 6A

LOCATED WITHIN: SECTION 18, T4N, R18E, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: JILL GROSSMAN

PROJECT NO. 21113	DWG BY: CPL	FILE: 21113CRT.DWG
FINAL PLAT	DATE: 11/24/2021	SHEET: 2 OF 2

# Attachment B

## Findings of Fact, Conclusions of Law, and Decision



City of Ketchum  
Planning & Building

IN RE:	)	
	)	
Syringa Springs Lot Line Shift	)	<b>KETCHUM CITY COUNCIL</b>
Lot Line Shift	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: December 20, 2021	)	<b>DECISION</b>
	)	
File Number: P21-090	)	

**Findings Regarding Application Filed**

**PROJECT:** Syringa Springs Subdivision Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Building Envelope Expansion)

**FILE NUMBER:** P21-090

**OWNER:** Jill Grossman

**REPRESENTATIVE:** Garth McClure, Benchmark Associates

**REQUEST:** Final Plat expansion of building envelope

**LOCATION:** 215 Gem Street (Lot 6 of Syringa Springs Subdivision)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on November 24, 2021. The public hearing notice was published in the Idaho Mountain Express on November 24, 2021.

**ZONING:** Limited Residential (LR) Zoning District

**Findings Regarding Application Filed**

This Lot Line Shift application, submitted by Garth McClure of Benchmark Associates on behalf of property owner Jill Grossman proposes to expand the building envelope of Lot 6 from the existing 7,355 sq ft to 11,260 sq ft. Lot 6 is located at 215 Gem Street within the Limited Residential (LR) District.

The expansion will result in a Lot 6A building envelope that is 11,260 square feet.

**Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)**

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Syringa Springs Subdivision Lot 6A complies with the dimensional standards required for properties located within Limited Residential (LR) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create*

additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to City Departments including the City Engineer and Fire departments for review. As specified in Condition of Approval #2, the amended plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to expand the building envelope. As conditioned, the proposed Syringa Springs Subdivision: Block 1, Lot 6A Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements**

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p><b>Contents Of Final Plat:</b> 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><b>Council Findings</b> <i>The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p><b>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.</b></p> <p><b>Council Findings</b> <i>As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p><b>Location and description of monuments.</b></p> <p><i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p><b>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 final 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.</b></p> <p><b>Council Findings</b> <i>The plat indicates Gem Street as well as the building envelope and private driveway, ditch maintenance, and public dedication easements.</i></p>

				<i>As conditioned, this standard shall be met. The final plat mylar shall show 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 final 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>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.4</b>	<b>Names and locations of all adjoining subdivisions.</b>
			<b>Council Findings</b>	<i>There are no adjoining subdivisions. The plat indicates the adjacent Syringa Springs Subdivision lots and Tax Lot 8439..</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.5</b>	<b>Name and right of way width of each street and other public rights of way.</b>
			<b>Council Findings</b>	<i>This standard has been met. The plat indicates the Gem Street public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
			<b>Council Findings</b>	<i>This standard has been met. The plat indicates the private driveway, ditch maintenance and public dedication easements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.7</b>	<b>The blocks numbered consecutively throughout each block.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.8</b>	<b>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.</b>
			<b>Council Findings</b>	<i>N/A as no new dedication is being proposed. Existing public dedication of gem street is shown on plat..</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.9</b>	<b>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.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.10</b>	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.11</b>	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<b>Council Findings</b>	<i>This standard has been met. Gem Street is indicated on the subdivision plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.12</b>	<b>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.</b>
			<b>Council Findings</b>	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.13</b>	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.14</b>	<b>A current title report of all property contained within the plat.</b>
			<b>Council Findings</b>	<i>This standard has been met. A title report was submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.15</b>	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.16</b>	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.17</b>	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.18</b>	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<b>Council Findings</b>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.19</b>	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.L</b>	<b>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.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.A</b>	<b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</b>	<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.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<b>Performance Bond: 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, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, 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 two years 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.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.D</b>	<b>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</b>

				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.
			<b>Council Findings</b>	<i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p><b>Monumentation:</b> 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>
			<b>Council Findings</b>	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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: <ol 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> </ol> </li> <li>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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>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).</li> </ol>
			<b>Council Findings</b>	<i>Standard #1 and #4-6 have been met. Lot 6A complies with the dimensional standards required for lots within the LR Zone. Standards #2 and #3 are not applicable</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:

				<ol 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 intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>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.</li> </ol>
			<i>Council Findings</i>	<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> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>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 a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</li> <li>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</li> <li>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;</li> <li>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</li> <li>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</li> <li>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;</li> </ol>



				<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"/>	16.04.040.I	<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 this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<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</p>

			<p>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 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> <i>A public utility easement is shown on the plat. Standards #2-6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.K</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.</p>
			<p><b>Council Findings</b> <i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.L</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 Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<p><b>Council Findings</b> <i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.M</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.</p>
			<p><b>Council Findings</b> <i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.N</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: 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.</p>

			<p>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:</p> <ul style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>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.</li> </ul>
			<p><b>Council Findings</b></p> <p><i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.O</b></p> <p><b>Drainage Improvements:</b> 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.</p>
			<p><b>Council Findings</b></p> <p><i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.P</b></p> <p><b>Utilities:</b> 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</p>

				<b>and underneath streets shall be installed by the subdivider prior to construction of street improvements.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</i>
<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 this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</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>The Syringa Springs Subdivision Plat complies with Mountain Overlay Zoning District Requirements</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>This standard is not applicable as this application expands the building envelope of Lot 6 of Syringa Springs Subdivision to create amended Lot 6A.</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 City 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 application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

**DECISION**

**THEREFORE**, the Ketchum City Council **approves** the Syringa Springs Subdivision: Block 1, Lot 6A Lot Line Shift Application this Monday, December 20<sup>th</sup>, 2021 subject to the following conditions:

**CONDITIONS OF APPROVAL**

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.

2. The amended plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

Findings of Fact **adopted** this 20<sup>th</sup> day of December 2021

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Neil Bradshaw, Mayor

---

Tara Fenwick, City Clerk



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Receive and File the Audited FY 21 Financial Statements**

#### Recommendation and Summary

Staff is recommending the council receive and file the audited FY 21 financial statements in accordance with statutory requirements and adopt the following motion:

***"I move to receive and file the audited FY 21 financial statements."***

The reasons for the recommendation are as follows:

- Section 50-1010 of the State statutes establishes requirements for audited financial statements.

#### Introduction and History

Idaho State Statute 50-1010 provides that "It shall be the duty of the council in every city to cause to be made a full and complete audit of the financial statements of such city."

#### Analysis

Workman & Company has completed the audit for FY 21 and will be presenting it to the City Council for adoption. In FY 21 the ending Fund Balance of the General Fund is \$4,724,539 (see page 15 of the financial statements).

#### Financial Impact

Consistent with statutory requirements, funding for this expense was included in the FY 21 budget.

#### Attachments

- Attachment A: Audited FY 21 financial statements.

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

November 12, 2021

To the City Council  
City of Ketchum, Idaho

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, for the year ended September 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 20, 2021. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Findings

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Ketchum, Idaho, are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021. We noted no transactions entered into by the City of Ketchum, Idaho during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the City of Ketchum, Idaho's financial statements was:

Management's estimate of the useful lives of fixed assets is based on historical data. We evaluated the key factors and assumptions used to develop the useful lives of fixed assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of Employees' Retirement System in Note 9 to the financial statements is based on information provided by Idaho's Public Employees Retirement System (PERSI) and is relied upon in these financial statements.

The financial statement disclosures are neutral, consistent, and clear.

##### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated November 12, 2021.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Ketchum, Idaho's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Other Matters

We applied certain limited procedures to Management's Discussion and Analysis (MD&A) and Budgetary Information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the schedules of bond future principle and interest, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

### Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City of Ketchum, Idaho and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Workman & Company*

WORKMAN AND COMPANY  
Certified Public Accountants  
Twin Falls, Idaho





City of Ketchum  
City Hall

November 12, 2021

Workman and Company  
Certified Public Accountants  
2190 Village Park Ave., Suite 300  
Twin Falls, Idaho 83301

This representation letter is provided in connection with your audit of the financial statements of the City of Ketchum, Idaho, which comprise the respective financial position of the governmental activities, the business-type activities and each major fund as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of November 12, 2021, the following representations made to you during your audit.

**Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 28, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures, if any, have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list, if any, of the uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

- 10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

### **Information Provided**

- 11) We have provided you with:
- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters [and all audit or relevant monitoring reports, if any, received from funding sources].
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the City and involves—
- Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

### **Government-specific**

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 23) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 24) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.

- 25) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 26) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 27) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes. We have reviewed, approved and accepted responsibility for your proposed adjustments to our general ledger account balances.
- 28) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 29) The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 30) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations if any.
- 31) The financial statements properly classify all funds and activities in accordance with [GASB Statement No. 34](#).
- 32) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 33) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 34) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 35) Provisions for uncollectible receivables have been properly identified and recorded.
- 36) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 37) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 38) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 39) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 40) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 41) The government meets the GASB-established requirements for accounting for eligible infrastructure assets using the modified approach.
- 42) We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 43) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 44) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not

changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

November 12, 2021

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We were engaged to report on the schedules of bond future principle and interest, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

### Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City of Ketchum, Idaho and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Workman & Company*

WORKMAN AND COMPANY  
Certified Public Accountants  
Twin Falls, Idaho



City of Ketchum  
City Hall

November 12, 2021

Workman and Company  
Certified Public Accountants  
2190 Village Park Ave., Suite 300  
Twin Falls, Idaho 83301

This representation letter is provided in connection with your audit of the financial statements of the City of Ketchum, Idaho, which comprise the respective financial position of the governmental activities, the business-type activities and each major fund as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of November 12, 2021, the following representations made to you during your audit.

**Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 28, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures, if any, have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list, if any, of the uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

- 10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

### **Information Provided**

- 11) We have provided you with:
- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters [and all audit or relevant monitoring reports, if any, received from funding sources].
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the City and involves—
- Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

### **Government-specific**

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 23) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 24) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.



- 25) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 26) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 27) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes. We have reviewed, approved and accepted responsibility for your proposed adjustments to our general ledger account balances.
- 28) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 29) The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 30) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations if any.
- 31) The financial statements properly classify all funds and activities in accordance with [GASB Statement No. 34](#).
- 32) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 33) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 34) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 35) Provisions for uncollectible receivables have been properly identified and recorded.
- 36) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 37) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 38) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 39) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 40) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 41) The government meets the GASB-established requirements for accounting for eligible infrastructure assets using the modified approach.
- 42) We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 43) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 44) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not

changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF KETCHUM, IDAHO**

**Financial Statements**

**Year Ended September 30, 2021**

**CITY OF KETCHUM, IDAHO**  
**Financial Statements**  
**For the year ended September 30, 2021**

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2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

## INDEPENDENT AUDITOR'S REPORT

November 12, 2021

To the City Council  
City of Ketchum, Idaho

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Ketchum, Idaho's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of September 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and required supplemental information on public employee pensions on pages 3–11 and 36–40 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information***

My audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The supplementary information on pages 42–48 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the supplementary information along with the schedule of expenditure of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 12, 2021, on our consideration of the City of Ketchum, Idaho's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Ketchum, Idaho's internal control over financial reporting and compliance.

***Workman & Company***

WORKMAN AND COMPANY  
Certified Public Accountants  
Twin Falls, Idaho



## CITY OF KETCHUM, IDAHO

### Management's Discussion and Analysis

November 12, 2021

The City of Ketchum, Idaho's general purpose external financial statements are presented in this report. The components of the general purpose external financial statements include:

- Management's Discussion and Analysis (MD&A)
- Basic Financial Statements
- Other Required Supplementary Information (RSI).

#### FINANCIAL HIGHLIGHTS

- The total of all fund assets of the City of Ketchum exceeded liabilities at the close of the most recent fiscal year by \$ 45,839,167. Of that amount, \$ 13,693,410 (unrestricted net position) may be used to meet future obligations and programs.
- The Local Option Tax (LOT) receipts increased \$ 1,445,416 from the previous year. This increase is due in part to the partial economic rebound from the Corona Virus in the current year. This Special Revenue Fund received an amount of, \$6,171,799 in the current year.
- Governmental Fund Revenues were \$ 20,427,049 and expenditures were \$26,552,225. This increase in expenditures was mostly due to the use of Fire GO bond funds to construct the new fire facilities.

#### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City of Ketchum's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

##### Government-wide Financial Statements

Government-wide financial statements provide both long-term and short-term information about the City's overall financial condition. Changes in the City's financial position may be measured over time by increases and decreases in the Statement of Net Position. Information on how the City's net position changed during the fiscal year is presented in the Statement of Activities.

##### Fund Financial Statements

Fund financial statements focus on individual parts of the City, reporting the City's operations in more detail than the government-wide financial statements. Fund financial statements include the statements for governmental and proprietary funds. Financial statements for the City's component unit are also presented.

**City of Ketchum, Idaho**  
**MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

	Government-wide	Fund Financial Statements	
	Financial Statements	<i>Governmental Funds</i>	<i>Proprietary Funds</i>
Scope	Entire City government and the City's component unit.	Activities of the City that are not proprietary.	Activities of the City that are operated similar to private businesses
Required financial statements	* Statement of net position * Statement of activities	* Balance sheet * Statement of revenues, expenditures, and changes in fund balances	* Statement of net position * Statement of revenues, expenses, and changes in net position * Statement of cash flows
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets	All assets and liabilities, both financial and capital, and short-term and long-term
Type of inflow/outflow information	All revenues and expenses during the year, regardless of when cash is received or paid	* Revenues for which cash is received during or soon after the end of the year * Expenditures when goods or services have been received and payment is due during the year or soon thereafter	All revenues and expenses during the year, regardless of when cash is received or paid

**Notes to the Financial Statements**

Notes to the financial statements provide additional information that is essential to the full understanding of the data provided in the government-wide and fund financial statements.

Refer to Note 1 of the financial statements for more detailed information on the elements of the financial statements. Table 1 above summarizes the major features of the basic financial statements.

**CONDENSED FINANCIAL INFORMATION**

**Condensed Statement of Net Position**

The largest component (\$ 45,839,167) of the City's net position (60.9%) reflects its investment in capital assets (e.g. land, infrastructure, buildings, equipment, and others), less any related debt outstanding that was needed to acquire or construct the assets. The City uses these capital assets to provide services to the citizens and businesses in the City; consequently, this net position amount is not eligible for future spending. Restricted net position totals \$ 4,188,860. Restricted net position represents resources that are subject to external restrictions, constitutional provisions, debt service requirements, or enabling



**City of Ketchum, Idaho**  
**MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

legislation on how they can be used. The remaining portion of net position is unrestricted, which can be used to finance government operations.

Table 2 below presents the City's condensed statement of net position as of September 30, 2021, derived from the government-wide Statement of Net Position.

**Table 2: Condensed Statement of Net Position**  
**As of September 30, 2021**

	Governmental Activities	Business- type Activities	Total Primary Government	Component Unit - Urban Renewal Agency
Current and other assets	\$ 14,041,755	\$ 5,601,227	\$ 19,642,982	\$ 2,602,753
Capital assets	31,547,577	12,661,603	44,209,180	5,122,402
<b>Total Assets</b>	<b>45,589,332</b>	<b>18,262,830</b>	<b>63,852,162</b>	<b>7,725,155</b>
Deferred Outflows	645,917	246,156	892,073	
Current Liabilities	500,228	404,098	904,326	445,623
Long-term liabilities	11,976,887	3,978,428	15,955,315	3,970,899
<b>Total Liabilities</b>	<b>12,477,115</b>	<b>4,382,526</b>	<b>16,859,641</b>	<b>4,416,522</b>
Deferred Inflows	1,481,013	564,414	2,045,427	
<b>Net assets:</b>				
Invested in capital assets				
net of related debt	19,570,451	8,386,446	27,956,897	0
Restricted	3,976,860	212,000	4,188,860	1,261,687
Unrestricted	8,729,810	4,963,600	13,693,410	2,046,946
<b>Total Net Position</b>	<b>\$ 32,277,121</b>	<b>\$ 13,562,046</b>	<b>\$ 45,839,167</b>	<b>\$ 3,308,633</b>

Condensed Statement of Activities

Table 3 below presents the City's condensed statement of activities for the fiscal year ended September 30, 2021, as derived from the government-wide Statement of Activities. Over time, increases and decreases in net position measure whether the City's financial position is improving or deteriorating. During the fiscal year, the net position of the governmental activities increased by \$ 4,829,533 or 10.7% percent, the net position of the business-type activities increased by \$ 1,614,234 or 13.5%, and the net position of the City's Component Unit (Urban Renewal Agency) increased \$ 1,175,158 or 74.4%.

**City of Ketchum, Idaho**  
**MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

**Table 3: Condensed Statement of Activities**  
**As of September 30, 2021**

	<u>Governmental Activities</u>	<u>Business- type Activities</u>	<u>Total Primary Government</u>	<u>Component Unit Urban Renewal Agency</u>
<b>Revenue:</b>				
Program revenues				
Charges for services	\$ 4,289,656	\$ 5,335,333	\$ 9,624,989	\$ 49,005
Capital grants /contributions	1,301,260		1,301,260	
Total program revenues	<u>5,590,916</u>	<u>5,335,333</u>	<u>10,926,249</u>	<u>49,005</u>
General revenues				
Taxes	11,434,101		11,434,101	1,870,688
Franchise, licenses, permits	1,406,928		1,406,928	
State shared revenues	1,701,999		1,701,999	
Interest	60,427	12,163	72,590	5,369
Gain (Loss) on sale of assets	0		0	
Other revenues (Losses)	661,793	37,698	699,491	62,016
Total general revenues	<u>15,265,248</u>	<u>49,861</u>	<u>15,315,109</u>	<u>1,938,073</u>
Total revenues	<u>20,856,164</u>	<u>5,385,194</u>	<u>26,241,358</u>	<u>1,987,078</u>
<b>Program expenses:</b>				
General government	5,339,107		5,339,107	514,364
Public safety	4,010,006		4,010,006	
Streets	1,980,025		1,980,025	
Parks and recreation	469,462		469,462	
Transportation	3,641,553		3,641,553	
Affordable Housing	75,000		75,000	
Wastewater		2,010,452	2,010,452	
Water		1,576,669	1,576,669	
Interest, long-term debt	511,478	183,839	695,317	297,656
Total program expenses	<u>16,026,631</u>	<u>3,770,960</u>	<u>19,797,591</u>	<u>812,020</u>
<b>Change in net position</b>	<u>4,829,533</u>	<u>1,614,234</u>	<u>6,443,767</u>	<u>1,175,058</u>
Beginning net position	<u>27,447,588</u>	<u>11,947,812</u>	<u>39,395,400</u>	<u>2,133,575</u>
Ending net position	<u>\$ 32,277,121</u>	<u>\$ 13,562,046</u>	<u>\$ 45,839,167</u>	<u>\$ 3,308,633</u>

**City of Ketchum, Idaho**  
**MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

Program Expenses and Revenues for Governmental Activities

Table 4 below presents program expenses and revenues for governmental activities. Overall, program revenues were not sufficient to cover program expenses for governmental activities. The net program expenses of these governmental activities were therefore supported by general revenues, mainly taxes.

**Table 4: Program Expenses and Revenues  
for Governmental Activities  
For the Fiscal Year Ended September 30, 2021**

	Program Expenses	Program Revenues	Net Expense (Revenues) (a)
General government	\$ 5,339,107	\$ 3,395,588	\$ (1,943,519)
Public safety	4,010,006	228,924	(3,781,082)
Streets	1,980,025		(1,980,025)
Parks and Recreation	469,462	94,570	(374,892)
Transportation	3,641,553		(3,641,553)
Affordable Housing	75,000	570,574	495,574
Interest on long-term debt	511,478		(511,478)
<b>Totals</b>	<b>\$ 16,026,631</b>	<b>\$ 4,289,656</b>	<b>\$ (11,736,975)</b>

(a) Net Program Expenses are mainly supported by taxes.

Program Expenses and Revenues for Business-type Activities

Table 5 below presents program expenses and revenues for business-type activities. Program revenues generated from business-type activities were sufficient to cover program expenses.

**Table 5: Program Expenses and Revenues  
for Business-type Activities  
For the Fiscal Year Ended September 30, 2021**

City Programs	Program Expenses	Program Revenues	Net Program Expenses (Revenues)
Wastewater	\$ 2,010,452	\$ 2,927,808	\$ 917,356
Water	1,576,669	2,407,525	830,856
Interest on long-term debt	183,839		(183,839)
<b>Totals</b>	<b>\$ 3,770,960</b>	<b>\$ 5,335,333</b>	<b>\$ 1,564,373</b>

**City of Ketchum, Idaho  
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

The City of Ketchum, Idaho adopts an annual budget. A budgetary comparison statement of Governmental Funds is provided below. In total, any negative variances are insignificant.

**BUDGET VARIANCES IN THE GENERAL FUND**

The changes made to the budget format have moved the City into compliance with the budget standards developed by the Government Finance Officers of America (GFOA). An analysis of budget variances this year shows that more assets were budgeted for expenditure than were expended during the current operating cycle.

**Table 6: Analysis of Significant Budget Variances  
for Major Governmental Funds  
For the Fiscal Year Ended September 30, 2021**

	<u>Final Budget</u>	<u>Actual</u>	<u>Variances</u>
<b>Revenues:</b>			
Taxes (including penalties/interest)	\$ 9,943,218	\$ 10,822,280	\$ 879,062
Franchises, licenses, permits	986,227	1,125,492	139,265
State of Idaho	1,731,233	1,821,801	90,568
Fees, Charges for Services	3,193,413	3,850,701	657,288
Other	568,936	568,255	(681)
<b>Totals</b>	<u>16,423,027</u>	<u>18,188,529</u>	<u>1,765,502</u>
<b>Expenditures:</b>			
General Government	4,447,599	4,285,753	161,846
Public Safety	3,927,174	3,889,661	37,513
Streets	2,028,382	1,813,364	215,018
Capital Outlay	11,675,000	9,054,420	2,620,580
Parks and Recreation	582,382	499,352	83,030
Transportation	3,641,553	3,641,553	0
Affordable Housing	75,000	75,000	0
Debt Service			
<b>Totals</b>	<u>26,377,090</u>	<u>23,259,103</u>	<u>3,117,987</u>
<b>Excess (Deficiency)</b>	<u>\$ (9,954,063)</u>	<u>\$ (5,070,574)</u>	<u>\$ 4,883,489</u>

**City of Ketchum, Idaho  
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

**Table 7: Comparison of Statement of Net Position  
As of September 30, 2021 and 2020**

	2021	2020	Percentage Change
Current Assets	\$ 19,642,982	\$ 24,379,847	-19.4294%
Capital Assets	<u>44,209,180</u>	<u>34,239,975</u>	29.1157%
Total Assets	<u>63,852,162</u>	<u>58,619,822</u>	8.9259%
Deferred Outflow of Resources	<u>892,073</u>	<u>405,979</u>	119.7338%
Current Liabilities	904,326	908,115	-0.4172%
Long Term Liabilities	<u>15,955,315</u>	<u>18,659,059</u>	-14.4902%
Total Liabilities	<u>16,859,641</u>	<u>19,567,174</u>	-13.8371%
Deferred Inflow of Resources	<u>2,045,427</u>	<u>63,227</u>	3135.0531 %
Net Position:			
Invested in Capital Assets net of related debt	27,956,897	17,248,547	62.0826%
Restricted	4,188,860	12,677,901	-66.9594%
Unrestricted	<u>13,693,410</u>	<u>9,468,952</u>	44.6138%
Total Net Position	<u>\$ 45,839,167</u>	<u>\$ 39,395,400</u>	16.3566%

**OVERALL ANALYSIS**

Financial highlights for the City as a whole during the fiscal year ended September 30, 2021 show the assets of the City exceeded its liabilities (net position) at the close to the fiscal year by \$45,839,167 (for governmental activities \$32,277,121, for the business-type activities \$13,562,046). Additionally, the City's total net position increased during the year by \$6,443,767. The net position of the governmental activities increased by \$ 4,829,533, while the net position of the business-type activities increased by \$ 1,614,234.

**City of Ketchum, Idaho  
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

**Table 8: Changes in Fixed Assets  
for All Funds  
For the Fiscal Year Ended September 30, 2021**

	Beginning Balance	Additions	Deletions	Ending Balance
Land and Infrastructure	\$ 11,859,002			\$ 11,859,002
Buildings and Improvements	35,573,988	574,313		36,148,301
Vehicles and Equipment	8,940,075	565,854		9,505,929
Construction in Progress	2,370,803	10,670,545	(574,313)	12,467,035
<b>Totals</b>	<u>58,743,868</u>	<u>11,810,712</u>	<u>(574,313)</u>	<u>69,980,267</u>
Accumulated Depreciation	<u>(24,503,893)</u>	<u>(1,267,194)</u>	<u>0</u>	<u>(25,771,087)</u>
<b>Net Book Value</b>	<u>\$ 34,239,975</u>			<u>\$ 44,209,180</u>

**CAPITAL ASSET AND LONG-TERM, ACTIVITY**

**Capital Asset Activity**

At September 30, 2021, the City reported \$31,547,577 in capital assets for governmental activities and \$12,661,603 in capital assets for business-type activities.

**Long-term Debt Activity**

See Note 4 of the financial statements for information on the City's long-term debt.

**FUNDS ANALYSIS**

Funds that experienced significant changes during the year are as follows:

**Governmental funds**

As of the close of the fiscal year, the City's governmental funds reported a combined ending fund balance of \$ 13,913,304. The fund balance decreased \$ 6,125,176 during the fiscal year. The decrease is the result of \$20,427,049 of revenues reduced by \$26,552,225 of expenditures. The decrease in fund balance follows a fund balance increase of \$11,200,347 in FY2020, and results in large part from construction of the City's new fire facility. The City's management and Council continue to expend resources under approved budgets and strive to strengthen the City's financial position during uncertain economic times. This ongoing accomplishment is due to the commitment and determination of the City Council and staff to make prudent financial decisions while also seeking to preserve levels of service to the community by continually pursuing and implementing cost savings and efficiencies in operations.

Table 9 below presents an analysis of the fund balances in the Governmental Funds and Enterprise Funds.

**City of Ketchum, Idaho  
MANAGEMENT DISCUSSION AND ANALYSIS**

Continued...

**Table 9: Analysis of Fund Balances  
for All Funds  
For the Fiscal Year Ended September 30, 2021**

	<u>Investment in Capital Assets</u>	<u>Restricted or Assigned</u>	<u>Unassigned</u>	<u>Total Balance</u>
General Fund	\$		\$ 4,724,539	\$ 4,724,539
City Sales Tax Fund		1,776,365		1,776,365
In-Lieu Housing Fund		2,848,406		2,848,406
Capital Improvement Funds		3,457,911		3,457,911
Fire Construction Fund		768,723		768,723
GO Bond Debt Fund		(12,276)		(12,276)
Wagon Days Fund		39,999		39,999
Police Trust Fund		101,907		101,907
Community Development Trust Fund		0		0
Park Trust Fund		207,730		207,730
Water	1,897,397	0	2,656,480	4,553,877
Wastewater	6,489,049	212,000	2,307,120	9,008,169

**REQUESTS FOR INFORMATION**

Requests for information regarding City finances should be directed to:

Shellie Rubel, City Treasurer  
City of Ketchum, Idaho  
P.O. Box 2315  
Ketchum, Idaho, 83340  
Telephone: (208) 726-3841

**ACKNOWLEDGMENTS**

A special thanks to the City Treasurer, and staff for working so hard to operate the financial department of the City. Also, appreciation is expressed to the Mayor, City Council and all the Department Directors for their cooperation and assistance throughout the year in matters pertaining to the financial affairs of the City.

Respectfully submitted,

Jade Riley  
CITY ADMINISTRATOR

**CITY OF KETCHUM, IDAHO**  
**Statement of Net Position**  
**at September 30, 2021**

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total Primary Government</u>	<u>Component Unit Urban Renewal Agency</u>
<b><u>ASSETS</u></b>				
Cash and Deposits	\$ 9,319,879	\$ 5,264,750	\$ 14,584,629	\$ 2,586,738
Accounts Receivable & Prepaid Expenses		51,938	51,938	
Taxes Receivable	330,878		330,878	16,015
Due From Other Governments	414,138	72,539	486,677	
Restricted Cash	3,976,860	212,000	4,188,860	
Other Assets			0	
<b>Totals</b>	<u>14,041,755</u>	<u>5,601,227</u>	<u>19,642,982</u>	<u>2,602,753</u>
Capital Assets:				
Land	8,809,038	15,380	8,824,418	4,768,746
Construction in Progress	12,129,917	337,118	12,467,035	
Infrastructure	3,034,584		3,034,584	397,136
Buildings and Improvements	9,785,787	26,362,514	36,148,301	
Equipment and Vehicles	8,569,319	936,610	9,505,929	
Accumulated Deprecation	(10,781,068)	(14,990,019)	(25,771,087)	(43,480)
<b>Total Capital Assets</b>	<u>31,547,577</u>	<u>12,661,603</u>	<u>44,209,180</u>	<u>5,122,402</u>
<b>Total Assets</b>	<u>45,589,332</u>	<u>18,262,830</u>	<u>63,852,162</u>	<u>7,725,155</u>
Net Pension Asset & Deferred Outflows of Resources:				
Net Pension Asset	46,296	17,640	63,936	
Deferred Outflows from Pension Activity	599,621	228,516	828,137	0
<b><u>LIABILITIES</u></b>				
Accounts and Interest Payable	154,422	7,098	161,520	3,209
Due To Other Funds				
Long-term Liabilities:				
Portion due or payable within one year:				
Lease and Bonds Payable	345,806	397,000	742,806	442,414
Portion due or payable after one year:				
Lease and Bonds Payable	11,009,724	3,660,000	14,669,724	4,009,726
Unamortized Bond Discount		(21,962)	(21,962)	(38,827)
Unamortized Bond Premium	621,596	240,119	861,715	
Compensated Absences	345,567	100,271	445,838	
<b>Total Liabilities</b>	<u>12,477,115</u>	<u>4,382,526</u>	<u>16,859,641</u>	<u>4,416,522</u>
Deferred Inflows of Resources:				
Deferred Inflows from Pension Activities	1,481,013	564,414	2,045,427	0
<b><u>NET POSITION</u></b>				
Invested in Capital Assets - net of related debt	19,570,451	8,386,446	27,956,897	0
Restricted For:				
Debt Service		212,000	212,000	0
Other Purposes	3,976,860		3,976,860	1,261,687
Unrestricted	8,729,810	4,963,600	13,693,410	2,046,946
<b>Total Net Position</b>	<u>\$ 32,277,121</u>	<u>\$ 13,562,046</u>	<u>\$ 45,839,167</u>	<u>\$ 3,308,633</u>

The accompanying notes are a part of these financial statements.



**CITY OF KETCHUM, IDAHO**  
**Statement of Activities**  
**For the Year Ended September 30, 2021**

Activities:	Expenses	Program Revenues		Net (Expense) Revenues and Changes in Net Assets			Component Unit - Urban Renewal Agency
		Fees, Fines, and Charges for Services	Capital Grants and Contributions	Governmental Activities	Business Type Activities	Total	
<b>Governmental:</b>							
General Government	\$ 5,339,107	\$ 3,395,588	\$ 1,283,075	\$ (660,444)		\$ (660,444)	\$ 49,005
Public Protection:							
Public Safety	4,010,006	228,924		(3,781,082)		(3,781,082)	
Streets	1,980,025			(1,980,025)		(1,980,025)	
Parks and Recreation	469,462	94,570	18,185	(356,707)		(356,707)	
Transportation	3,641,553			(3,641,553)		(3,641,553)	
Affordable Housing	75,000	570,574		495,574		495,574	
Interest - on long-term debt	511,478			(511,478)		(511,478)	
Total Governmental Activities	<u>16,026,631</u>	<u>4,289,656</u>	<u>1,301,260</u>	<u>(10,435,715)</u>		<u>(10,435,715)</u>	
<b>Business Type:</b>							
Water	1,576,669	2,407,525			\$ 830,856	830,856	
Wastewater	2,010,452	2,927,808			917,356	917,356	
Interest - on long-term debt	183,839				(183,839)	(183,839)	
Total Business-type Activities	<u>3,770,960</u>	<u>5,335,333</u>	<u>0</u>		<u>1,564,373</u>	<u>1,564,373</u>	
Total City of Ketchum, Idaho	<u>\$ 19,797,591</u>	<u>\$ 9,624,989</u>	<u>\$ 1,301,260</u>	<u>(10,435,715)</u>	<u>1,564,373</u>	<u>(8,871,342)</u>	
Component Units:							
Urban Renewal Agency	\$ 812,020						(812,020)
Total							<u>(763,015)</u>
		General Revenues:					
				5,244,169		5,244,169	1,867,347
				6,171,799		6,171,799	
				1,406,928		1,406,928	
				1,100,667		1,100,667	
				428,870		428,870	
				172,462		172,462	
				18,133		18,133	3,341
				104,091		104,091	
						0	
				60,427	12,163	72,590	5,369
				128,587		128,587	62,016
				8,404	16,037	24,441	
					2,119	2,119	
				420,711	19,542	440,253	
				<u>15,265,248</u>	<u>49,861</u>	<u>15,315,109</u>	<u>1,938,073</u>
				4,829,533	1,614,234	6,443,767	1,175,058
				<u>27,447,588</u>	<u>11,947,812</u>	<u>39,395,400</u>	<u>2,133,575</u>
				<u>\$ 32,277,121</u>	<u>\$ 13,562,046</u>	<u>\$ 45,839,167</u>	<u>\$ 3,308,633</u>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Balance Sheet**  
**Governmental Funds**  
**at September 30, 2021**

	<u>General Fund</u>	<u>City Sales Tax Fund</u>	<u>In-Lieu Housing Fund</u>	<u>Fire Construction Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>ASSETS:</b>						
Cash and Cash Deposits	\$ 4,347,048	\$ 1,487,195	\$ 2,848,406	\$ 772,062	\$ 3,842,028	\$ 13,296,739
Taxes Receivable	41,708	289,170				330,878
Due From Other Governments	414,138					414,138
Total Assets	\$ 4,802,894	\$ 1,776,365	\$ 2,848,406	\$ 772,062	\$ 3,842,028	\$ 14,041,755
<b>LIABILITIES:</b>						
Accounts Payable	\$ 78,355	\$	\$	\$ 3,339	\$	\$ 81,694
Funds Held in Trust					46,757	46,757
Due To Other Funds						0
Total Liabilities	78,355	0	0	3,339	46,757	128,451
<b>FUND BALANCE:</b>						
Non-spendable						0
Restricted				768,723	309,637	1,078,360
Committed						0
Assigned		1,776,365	2,848,406		3,485,634	8,110,405
Unassigned	4,724,539					4,724,539
Total Fund Balance	4,724,539	1,776,365	2,848,406	768,723	3,795,271	\$ 13,913,304
Total Liabilities and Fund Balance	\$ 4,802,894	\$ 1,776,365	\$ 2,848,406	\$ 772,062	\$ 3,842,028	

Amounts reported for governmental activities in the Statement of Net Position (page 12) are different because:

Governmental fund capital assets are not financial resources and therefore are not reported in the funds. The cost of assets is \$ 42,328,645 and the accumulated depreciation is \$ 10,781,068	31,547,577
Long-term liabilities, including bonds/leases payable, net pension liability, and compensated absences are not payable in the current period and therefore are not reported in the governmental funds	(13,183,760)
Net Position of Governmental Activities	\$ 32,277,121

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**for the year ended September 30, 2021**

	General Fund	City Sales Tax Fund	In-Lieu Housing Fund	Fire Construction Fund	Other Governmental Funds	Total Governmental Funds
<b>REVENUE:</b>						
Property taxes	\$ 4,614,433	\$	\$	\$ 36,048	\$ 593,688	\$ 5,244,169
Local Option sales taxes		6,171,799				6,171,799
Franchises, licenses, permits	1,125,492				281,436	1,406,928
State of Idaho shared revenue	1,100,667					1,100,667
State of Idaho sales tax	0					0
State of Idaho liquor receipts	428,870					428,870
State highway user collections	172,462					172,462
Penalty/Interest on property taxes	15,711				2,422	18,133
County court and parking fines	104,091					104,091
Proceeds from sale of assets						0
Fees and charges for services	3,280,127		570,574		438,955	4,289,656
Grants, contributions, bond proceeds	418,484				882,776	1,301,260
Earnings on investments	19,516	350	7,379	25,710	7,482	60,437
Miscellaneous and Reimbursements	96,816				31,761	128,577
<b>Total Revenue</b>	<b>11,376,669</b>	<b>6,172,149</b>	<b>577,953</b>	<b>61,758</b>	<b>2,238,520</b>	<b>20,427,049</b>
<b>EXPENDITURES:</b>						
General Government	4,248,975	36,778			229,921	4,515,674
Public Safety	3,732,811	156,850				3,889,661
Streets	1,813,364					1,813,364
Capital outlay				9,054,420	2,270,392	11,324,812
Parks and Recreation	499,352				31,295	530,647
Transportation		3,641,553				3,641,553
Affordable Housing			75,000			75,000
Debt Service					761,514	761,514
<b>Total Expenditures</b>	<b>10,294,502</b>	<b>3,835,181</b>	<b>75,000</b>	<b>9,054,420</b>	<b>3,293,122</b>	<b>26,552,225</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>1,082,167</b>	<b>2,336,968</b>	<b>502,953</b>	<b>(8,992,662)</b>	<b>(1,054,602)</b>	<b>(6,125,176)</b>
<b>OTHER FINANCING SOURCES (USES):</b>						
Operating transfers from other funds	1,309,465				3,342,072	4,651,537
Operating transfers (to) other funds	(2,021,499)	(1,434,465)			(1,195,573)	(4,651,537)
<b>NET CHANGE IN FUND BALANCES</b>	<b>370,133</b>	<b>902,503</b>	<b>502,953</b>	<b>(8,992,662)</b>	<b>1,091,897</b>	<b>(6,125,176)</b>
<b>FUND BALANCE - BEGINNING</b>	<b>4,354,406</b>	<b>873,862</b>	<b>2,345,453</b>	<b>9,761,385</b>	<b>2,703,374</b>	<b>20,038,480</b>
<b>FUND BALANCE - ENDING</b>	<b>\$ 4,724,539</b>	<b>\$ 1,776,365</b>	<b>\$ 2,848,406</b>	<b>\$ 768,723</b>	<b>\$ 3,795,271</b>	<b>\$ 13,913,304</b>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Reconciliation of the Statement of Revenues,**  
**Expenditures, and Changes in Fund Balances of Governmental Funds**  
**To the Statement of Activities**  
**for the year ended September 30, 2021**

Net Change in Fund Balance - Total Governmental Funds (Page 15)	\$ (6,125,176)
<p>Governmental funds report capital outlays as current year expenditures. In the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount of current capital outlay for new fixed assets.</p>	
This is the amount of current year depreciation.	(669,753)
This is the amount of new Governmental Fund assets.	10,855,349
This is the amount of disposed of Governmental Fund assets.	0
<p>Long term liabilities are not recorded in the Governmental funds.</p>	
This is the amount of new debt	0
This is the amount of payments on General Obligation Bonds Payable	288,000
This is the amount of changes in net pension liabilities	467,701
<p>Liability for personal leave days are not recorded in Governmental funds.</p>	
This is the decrease in compensated leave during the year.	<u>13,412</u>
Change in Net Assets of Governmental Activities (Page 13)	<u>\$ 4,829,533</u>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Statement of Net Position**  
**Proprietary Funds**  
**at September 30, 2021**

	<b>Water</b>	<b>Wastewater</b>	<b>Totals</b>
<b>Assets:</b>			
<b>Current Assets:</b>			
Cash and Deposits	\$ 2,806,721	\$ 2,458,029	\$ 5,264,750
Accts receivable - customers	30,899	21,039	51,938
Accts receivable - other govts.		72,539	72,539
	2,837,620	2,551,607	5,389,227
<b>Restricted Current Assets:</b>			
Cash and Deposits		212,000	212,000
Total Current Assets	2,837,620	2,763,607	5,601,227
<b>Capital Assets:</b>			
Plant and equipment	13,122,281	14,529,341	27,651,622
Accumulated depreciation	(7,951,536)	(7,038,483)	(14,990,019)
Net Plant and equipment	5,170,745	7,490,858	12,661,603
<b>Total Assets</b>	8,008,365	10,254,465	18,262,830
<b>Net Pension Asset &amp; Deferred Outflow of Resources:</b>			
Net Pension Asset	6,893	10,747	17,640
Deferred Outflows from Pension Activity	89,307	139,209	228,516
	89,307	139,209	228,516
<b>Liabilities:</b>			
<b>Current Liabilities:</b>			
Accounts and Interest Payable	5,192	1,906	7,098
Current portion long-term debt	182,000	215,000	397,000
Total current liabilities	187,192	216,906	404,098
<b>Noncurrent Liabilities:</b>			
Bonds Payable	2,960,000	700,000	3,660,000
Unamortized Bond Discount	(21,962)		(21,962)
Unamortized Bond Premium	153,310	86,809	240,119
Compensated Absences Payable	51,567	48,704	100,271
Total noncurrent liabilities	3,142,915	835,513	3,978,428
<b>Total Liabilities</b>	3,330,107	1,052,419	4,382,526
<b>Deferred Inflow of Resources:</b>			
Deferred Inflows from Pension Activity	220,581	343,833	564,414
	220,581	343,833	564,414
<b>Net Position:</b>			
Investment in capital assets net of related debt	1,897,397	6,489,049	8,386,446
Restricted	0	212,000	212,000
Unrestricted	2,656,480	2,307,120	4,963,600
	2,656,480	2,307,120	4,963,600
<b>Total Net Position</b>	\$ 4,553,877	\$ 9,008,169	\$ 13,562,046

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Statement of Revenues, Expenditures, and Changes in Net Position**  
**Proprietary Funds**  
**for the year ended September 30, 2021**

	<u>Water</u>	<u>Wastewater</u>	<u>Totals</u>
<b>Operating Revenues:</b>			
Charges for services	\$ 2,247,669	\$ 2,838,230	\$ 5,085,899
Hookups, connections, impact fees	157,880	89,578	247,458
Reimbursements and Misc.	1,976		1,976
<b>Total Operating Revenue</b>	<u>2,407,525</u>	<u>2,927,808</u>	<u>5,335,333</u>
<b>Operating Expenses:</b>			
Salaries and benefits	443,441	688,995	1,132,436
Administrative and supplies	865,177	992,067	1,857,244
Depreciation	268,051	329,390	597,441
<b>Total Operating Expenses</b>	<u>1,576,669</u>	<u>2,010,452</u>	<u>3,587,121</u>
<b>Operating Income</b>	<u>830,856</u>	<u>917,356</u>	<u>1,748,212</u>
<b>Nonoperating Revenues (Expenses):</b>			
Interest Income	5,718	6,445	12,163
Interest Expense	(127,819)	(56,020)	(183,839)
Gain (Loss) on pension activity	19,378	164	19,542
Amortization of bond discount	2,119		2,119
Amortization of bond premium	(3,412)	19,449	16,037
<b>Total Nonoperating</b>	<u>(104,016)</u>	<u>(29,962)</u>	<u>(133,978)</u>
<b>Income before transfers</b>	<u>726,840</u>	<u>887,394</u>	<u>1,614,234</u>
Transfers in			
Transfers out			
<b>Net Income</b>	726,840	887,394	1,614,234
<b>Total Net Position - Beginning</b>	<u>3,827,037</u>	<u>8,120,775</u>	<u>11,947,812</u>
<b>Total Net Position - Ending</b>	<u>\$ 4,553,877</u>	<u>\$ 9,008,169</u>	<u>\$ 13,562,046</u>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**for the year ended September 30, 2021**

	<u>Water Fund</u>	<u>Wastewater Fund</u>	<u>Total</u>
<b>Cash Flows From Operating Activities:</b>			
Receipts from customers	\$ 2,401,380	\$ 2,910,044	\$ 5,311,424
Payments to suppliers	(865,177)	(992,067)	(1,857,244)
Payments to employees	(436,990)	(681,163)	(1,118,153)
Other receipts	1,976		1,976
Net cash provided (used) by operations	<u>1,101,189</u>	<u>1,236,814</u>	<u>2,338,003</u>
<b>Cash Flows From Capital and Related Financing Activities:</b>			
Purchase and construction of capital assets	(381,050)		(381,050)
Payments from (to) other funds			0
Principal paid on capital debt	(181,000)	(205,000)	(386,000)
Interest paid on capital debt	(127,966)	(56,447)	(184,413)
Net cash provided (used) by capital and related financing activities	<u>(690,016)</u>	<u>(261,447)</u>	<u>(951,463)</u>
<b>Cash Flows From Investing Activities:</b>			
Interest Income	5,718	6,445	12,163
<b>Net Increase (Decrease) in Cash and Deposits</b>	416,891	981,812	1,398,703
<b>Balances - Beginning of the year</b>	<u>2,389,830</u>	<u>1,688,217</u>	<u>4,078,047</u>
<b>Balances - Ending of the year</b>	<u>\$ 2,806,721</u>	<u>\$ 2,670,029</u>	<u>\$ 5,476,750</u>
Displayed as:			
Pooled Cash and Investments	2,806,721	2,458,029	5,264,750
Restricted Assets		212,000	212,000
<b>Balances - Ending of the year</b>	<u>\$ 2,806,721</u>	<u>\$ 2,670,029</u>	<u>\$ 5,476,750</u>
<b>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:</b>			
Operating Income (Loss)	830,856	917,356	1,748,212
Adjustments to reconcile operating income to net cash provided (used) by operating activities:			
Depreciation expense	268,051	329,390	597,441
Changes in assets and liabilities:			
Receivables, net	4,169	(17,794)	(13,625)
Accounts and other payables	(1,887)	7,862	5,975
<b>Net Cash Provided (Used) by Operating Activities</b>	<u>\$ 1,101,189</u>	<u>\$ 1,236,814</u>	<u>\$ 2,338,003</u>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City of Ketchum, Idaho became an incorporated city under the laws of the State of Idaho on October 16, 1961. The accounting policies of the City of Ketchum, Idaho conform to generally accepted accounting principles as applicable to governmental units. The financial statements of the City of Ketchum, Idaho have been prepared in conformity with the generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City also applies Financial Accounting Standards Board (FASB) statements and interpretations issued on or before November 30, 1989, to its governmental and business-type activities (enterprise funds) provided they do not conflict with or contradict GASB pronouncements. The following is a summary of the more significant policies:

**(A) Basis of Presentation – Basis of Accounting**

**Basis of Presentation:**

For this reporting period, the City has conformed its financial statement model to *Governmental Auditing Standards Board (GASB) Statement No. 34*. This model presents the financial statements as follows:

*Government-wide Statements:* The statement of net assets and the statement of activities display information about the primary government (the City). These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reversed for the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

*Fund Financial Statements:* The fund financial statements provide information about the City's funds. Separate statements for each fund category—*governmental* and *proprietary*—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.



**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

-Continued

The City reports the following governmental funds:

*General Fund.* This is the City's operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The City reports the following enterprise funds:

*Water and Wastewater Fund.* This fund accounts for the operation, maintenance, and development of the City's water and waste-water facilities.

#### **Discretely Presented Component Unit**

The Component unit column in the financial statements includes the financial data of the City's only discretely presented component unit, the Ketchum Urban Renewal Agency. It is reported in a separate column to emphasize that it is separate from the City's operations. Complete financial statements of the Ketchum Urban Renewal Agency can be requested.

#### **Measurement Focus, Basis of Accounting**

*Government-wide and Proprietary Fund Financial Statements.* The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

*Governmental Fund Financial Statements.* Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses, and interest are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

*Budgets and Budgetary Accounting.* The City adheres to City budget requirements in Title 50, Chapter 10 of the Idaho Code. The provisions of this chapter include the following procedures to establish budgetary data which is reflected in these financial statements:

- A. Prior to certifying the tax levy to the County Commissioners, and prior to passing the annual appropriation ordinance, a public meeting shall be held to adopt a budget by a favorable vote of a majority of the members of the council.
- B. Budgets for all funds are adopted on a basis consistent with generally accepted accounting principles. Uncommitted appropriations lapse at year end.
- C. There are no provisions in Title 50, Chapter 10 for budget augmentations.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

-continued

*Entity Classifications.*

- A. City-Wide Financial Statements – The City reports net position in three categories – invested in capital assets, restricted and unrestricted.
- B. Fund Financial Statements – The City has adopted GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions” (GASB 54) which defines how fund balances of the governmental funds are presented in the financial statements. There are five classifications of fund balances as presented below:

Non-spendable – These funds are not available for expenditures based on legal or contractual requirements. In this category, one would see inventory, long-term receivables, unless proceeds are restricted, committed, or assigned and legally or contractually required to be maintained intact (corpus or a permanent fund).

Restricted – These funds are governed by externally enforceable restrictions. In this category, one would see restricted purpose grant funds, debt service or capital projects.

Committed – Fund balances in this category are limited by the governments’ highest level of decision making. Any changes of designation must be done in the same manner that it was implemented and should occur prior to end of the fiscal year, though the exact amount may be determined subsequently.

Assigned – These funds are intended to be used for specific purposes, intent is expressed by governing body or an official delegated by the governing body.

Unassigned – This classification is the default for all funds that do not fit into the other categories. This, however, should not be a negative number for the general fund. If it is, the assigned fund balance must be adjusted.

Order of Use of Fund Balance – The City’s policy is to apply expenditures against non-spendable fund balance, restricted fund balance, committed fund balance, assigned fund balance and unassigned fund balance at the end of the fiscal year. For all funds, non-spendable fund balances are determined first and then restricted fund balances for specific purposes are determined.

*Allocation of Indirect Expenses.* The City allocates indirect expense, primarily comprised of central governmental services, to operating functions and programs benefiting from those services. Central services include overall City management, centralized budgetary formulation and oversight, accounting, financial reporting, payroll, procurement contracting and oversight, investing and cash management, personnel services, and other central administrative services. Allocations are charged to programs based on use of central services determined by various allocation methodologies. As a matter of policy, certain functions that use significant central services are not charged for the use of these services. These functions or programs include police, fire, and certain divisions with public services and parks.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**(B) Assets, Liabilities, and Equity**

**Deposits and Investments**

The cash balances of substantially all funds are pooled and invested by the State of Idaho Treasurer's Office for the purpose of increasing earnings through investment activities. The pool's investments are reported at fair value at September 30 of each year based on market prices. The individual funds' portions of the pool's fair value are presented as "Cash and Deposits". Earnings on the pooled funds are apportioned and paid or credited to the funds monthly based on the average daily balance of each participating fund.

**Cash and Deposits**

The City considers cash and deposits in proprietary funds to be cash on hand. In addition, because the State Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a deposit.

**Receivables and Payable**

All trade and property tax receivables are shown net of an allowance for uncollectibles.

**Property Tax Calendar**

Property taxes are levied each November based on the assessed value of property as listed on the previous September tax rolls. Assessed values are an approximation of market value. The Blaine County Assessor establishes assessed values. Property tax payments are due in one-half installments in December and June. Property taxes become a lien on the property when it is levied.

**Deferred Outflows/Inflows of Resources**

In 2007, the Governmental Accounting Standards Board (GASB) released Concepts Statement No. 4 *Elements of Financial Statements* which provides a framework for determining the nature of financial accounting or reporting issues. Since the release of the framework, GASB has been looking at the assets and liabilities on the balance sheet to determine if they should continue to be reflected as such. GASB has concluded that, in order to improve financial reporting, there are assets and liabilities that no longer should be reflected as assets and liabilities. These changes are included in the recently issued GASB Statement No. 65, *Items Previously Reported as Asset and Liabilities*.

These changes include two new items that are reflected on the Statement of Net Position.

- Deferred outflow of resources – the current *consumption* of net assets that is applicable to a *future* reporting period.
- Deferred inflows of resources – the current *acquisition* of net assets that is applicable to a *future* reporting period.

The City's financial statements may report a separate section for deferred inflows of resources which reflects an increase in resources that applies to a future period.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Capital Assets**

Purchased or constructed capital assets used in operations with an initial useful life that extends beyond one year are capitalized. Infrastructure assets such as roads and bridges are also capitalized. They are reported net of accumulated depreciation on the Statement of Net Assets. The City capitalizes assets in excess of \$5,000.

Under the requirements of *GASB Statement No. 34*, the City is considered a Phase 3 government, as its total annual revenues are less than \$10 million. Such governments are not required to report major general infrastructure assets retroactively. Accordingly, the City has determined not to retroactively report this type of capital asset.

Capital assets are recorded at their historical cost and are depreciated using the straight-line method of depreciation over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Lives</u>
Infrastructure	30
Buildings	50
Building Improvements	20
Vehicles	5-15
Office and Other Equipment	3-15
Computer Equipment	3-15

**Compensated Absences**

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of unpaid, accumulated annual vacation and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

**Pensions**

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**NOTE 2 – CASH AND DEPOSITS**

*Deposits:* Custodial credit risk, in the case of deposits, is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City has no deposit policy for custodial credit risk. At year end, \$ 3,094,409 of the City's bank balances were exposed to custodial credit risk because of the \$250,000 limit insured by the FDIC.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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*Investments:* Custodial credit risk, in the case of investments, is the risk that in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At year end, the City held the following investments:

Investment Type

Idaho State Local Government Investment Pool \$ 17,741,432.

These investments are unrated external investment pools sponsored by the Idaho State Treasurer's Office. They are classified as "Investments in an External Investment Pool" and are exempt from custodial credit risk and concentration of credit risk reporting. Interest rate risk is summarized as follows: Asset-backed securities are reported using weighted average life to more accurately reflect the projected term of the security, considering interest rates and repayment factors.

The elected Idaho State Treasurer, following Idaho Code, Section 67-2328, is authorized to sponsor an investment pool in which the City voluntarily participates. The Pool is not registered with the Securities and Exchange Commission or any other regulatory body - oversight is with the State Treasurer, and Idaho Code defines allowable investments. All investments are entirely insured or collateralized with securities held by the Pool or by its agent in the Pool's name. And the fair value of the City's position in the external investment pool is the same as the value of the pool shares.

*Credit Risk:* The City's policy is to comply with Idaho State statutes which authorize the City to invest in obligations of the United States, obligations of the State or any taxing district in the State, obligations issued by the Farm Credit System, obligations of public corporations of the State of Idaho, repurchase agreements, tax anticipation notes of the State or taxing district in the State, time deposits, savings deposits, revenue bonds of institutions of higher education, and the State Treasurer's Pool.

*Interest rate risk and concentration of credit risk:* The City has no policy regarding these two investment risk categories.

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is presented on the combined balance sheet as "Cash and Deposits".

Cash and Deposits are comprised of the following at the financial statement date:

Cash on Hand	\$	320
Deposits with financial institutions:		
Demand deposits		1,031,734
State of Idaho Investment Pool		<u>17,741,432</u>
Total		<u>\$ 18,773,486</u>

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**NOTE 3 – CAPITAL ASSETS**

Capital asset activity for the current year ended was as follows:

	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>
<b>Governmental Activities:</b>				
<i>Capital Assets not being depreciated:</i>				
Land	\$ 8,809,038	\$	\$	\$ 8,809,038
Construction in Progress	1,796,490	10,333,427		12,129,917
Total	<u>10,605,528</u>	<u>10,333,427</u>	<u>0</u>	<u>20,938,955</u>
<i>Capital Assets being depreciated:</i>				
Buildings & Improvements	9,785,787			9,785,787
Infrastructure	3,034,584			3,034,584
Vehicles and Equipment	8,047,397	521,922		8,569,319
Total	<u>20,867,768</u>	<u>521,922</u>	<u>0</u>	<u>21,389,690</u>
Less: Accumulated Depreciation:	<u>10,111,315</u>	<u>669,753</u>		<u>10,781,068</u>
Total Net Depreciated Assets	<u>10,756,453</u>	<u>(147,831)</u>	<u>0</u>	<u>10,608,622</u>
 Governmental capital assets, net	 <u>\$ 21,361,981</u>	 <u>\$ 10,185,596</u>	 <u>\$ 0</u>	 <u>\$ 31,547,577</u>
 <b>Business-type activities:</b>				
<i>Capital Assets not being depreciated:</i>				
Land	\$ 15,380	\$	\$	\$ 15,380
Construction in Progress	574,313	337,118	(574,313)	337,118
Total	<u>589,693</u>	<u>337,118</u>	<u>(574,313)</u>	<u>352,498</u>
<i>Capital Assets being depreciated:</i>				
Buildings & Improvements	25,788,201	574,313		26,362,514
Vehicles and Equipment	892,678	43,932		936,610
Total	<u>26,680,879</u>	<u>618,245</u>	<u>0</u>	<u>27,299,124</u>
Less: Accumulated Depreciation	<u>14,392,578</u>	<u>597,441</u>		<u>14,990,019</u>
Total Net Depreciated Assets	<u>12,288,301</u>	<u>20,804</u>	<u>0</u>	<u>12,309,105</u>
 Business-type capital assets, net	 <u>\$ 12,877,994</u>	 <u>\$ 357,922</u>	 <u>\$ (574,313)</u>	 <u>\$ 12,661,603</u>

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**NOTE 4 - BONDS PAYABLE**

In December of 2004, the City sold \$ 1,990,000 of Sewer Revenue Bonds, Series 2004. The proceeds of this issue were used to make improvements to the City's wastewater system. The bonds were retired with funds from the 2014 Wastewater Refunding Bonds 2014.

In May of 2006, the City sold \$ 1,730,000 of Sewer Revenue Bonds, Series 2006A. The proceeds of this issue were used to make improvements to the City's wastewater system. The bonds were retired by the 2014 bond issue.

In November of 2014 the City sold \$ 1,950,000 of Sewer Revenue Refunding Bonds, Series 2014. The proceeds from this bond issue retired the City's 2004 and 2006 bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In 2006 outstanding bonds from the City's series 1998 issue were defeased by placing proceeds of a new bond issue, Water Revenue Refunding Bonds Series 2006B for \$ 3,030,000, in an irrevocable trust to provide for all future debt payments on the old bonds. These bonds were retired by the City's Water Revenue Refunding Bonds Series 2016.

In September of 2016 the City sold \$ 1,697,000 of Water Revenue Refunding Bonds, Series 2016. The proceeds from this bond issue retired the City's 2006B bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In May of 2006, the City sold \$ 2,780,000 of Water Revenue Bonds, Series 2006A. The proceeds of this issue were used to make improvements to the City's water system. These bonds were retired by the City's Water Revenue Refunding Bonds Series 2015.

In September of 2015 the City sold \$ 2,310,000 of Water Revenue Refunding Bonds, Series 2015. The proceeds from this bond issue retired the City's 2006A bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In June of 2007, the City sold \$1,550,000 of General Obligation Bonds, Series June 5, 2007. The proceeds of this issue were used for capital equipment acquisitions. This bond issue was paid in full during the current period.

In March of 2020, the City sold \$10,870,000 of General Obligation Bonds, Series 2020. These bonds were sold at a premium of \$630,000, providing the City with \$11,500,000 in cash to construct a new fire facility. Construction began in the FY 2020 period and was completed in FY 2021.

The following is a list of the interest and principal payments through the end of the bond issues:

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

Bonds Payable – Continued

Wastewater Refunding Bond Series 2014

<u>FY</u>	<u>Interest</u>	<u>Principal</u>
2021	\$ 56,000	\$ 205,000
2022	45,750	215,000
2023	35,000	220,000
2024	24,000	230,000
2025	12,500	250,000
Totals	<u>\$ 173,250</u>	<u>\$ 1,120,000</u>

Water Refunding Bonds 2015

Water Revenue Bonds 2016

<u>FY</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>
2022	\$ 107,675	\$ 30,000	\$ 16,912	\$ 152,000
2023	106,475	30,000	14,269	157,000
2024	105,500	30,000	11,537	162,000
2025	104,000	35,000	8,717	162,000
2026-2030	460,750	875,000	8,909	339,000
2031-2034	142,250	1,170,000		
Totals	<u>\$ 1,026,650</u>	<u>\$ 2,170,000</u>	<u>\$ 60,344</u>	<u>\$ 972,000</u>

General Obligation Bonds Series 2020

<u>FY</u>	<u>Interest</u>	<u>Principal</u>
2022	\$ 307,019	\$ 305,000
2023	291,769	320,000
2024	275,769	335,000
2025	259,019	355,000
2026	241,269	370,000
2027-2031	922,345	2,140,000
2032-2036	619,445	2,440,000
2037-2041	364,655	2,700,000
2042-2044	79,042	1,760,000
Totals	<u>\$ 3,360,332</u>	<u>\$ 10,725,000</u>



**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**NOTE 5 – CAPITAL LEASES**

The City has entered into a municipal lease agreement for the purchase of a 2020 Hughes Aerial Fire Ladder Truck to be used by the General Fund of the City. The obligation is recorded in the respective fund. Annual lease payments are paid on July 1 of each year. Unless sooner terminated as set forth in the lease, ownership will transfer to the City upon expiration of the lease. Depreciation expense has been computed on assets acquired under municipal lease agreements.

Detail of the Capital Leases follows:

	Balance Financed	2022	2023	2024	2025-34	Total
Governmental Activities						
2019 Hughes Aerial Fire Ladder Truck						
Zions Bancorporaton	\$ 629,419	\$ 40,806	\$ 41,948	\$ 43,123	503,542	\$ 629,419
Computed Interest 2.8%		17,624	16,481	15,307	80,754	130,166
	<u>629,419</u>	<u>58,430</u>	<u>58,429</u>	<u>58,430</u>	<u>584,296</u>	<u>759,585</u>
Total Capital Leases	\$ <u>629,419</u>	\$ <u>58,430</u>	\$ <u>58,429</u>	\$ <u>58,430</u>	<u>584,296</u>	\$ <u>759,585</u>

**NOTE 6 – OPERATING LEASES**

The City is obligated under several operating leases for vehicles and equipment. Operating leases do not give rise to property rights or purchase obligations, and therefore the results of the lease agreements are not reflected in the City's capital assets.

**NOTE 7 – MISCELLANEOUS REVENUES, GOVERNMENTAL FUND TYPES**

The miscellaneous revenues section of the combined statement of revenues and expenditures includes the following amounts:

	Total Governmental
Rents	\$ 116,450
Sale of Unusable Equipment	1,225
Miscellaneous	<u>10,902</u>
Total	<u>\$ 128,577</u>

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

**NOTE 8 – LITIGATION**

The City, at the financial statement date, is involved in a few matters of litigation. Legal representation has not determined the resolution of these matters. The City contends that any liability in any of these issues would be immaterial to the financial statements.

**NOTE 9 – RESTRICTED NET ASSETS**

The ordinance authorizing the Enterprise Fund revenue bonds requires that the City establish certain restricted cash accounts to be used in the retirement of the bonds and improvements to the waste-water systems. In addition, certain cash amounts are restricted for use in law enforcement, zoning ordinance enforcement, and for other restrictions imposed by the City Council in the general fund, and for debt retirement in the long-term debt group of accounts. The City's policy is to first apply unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available. These restricted amounts are as follows:

	General Fund	Enterprise Fund
Various Trust Cash and Fire GO Bond	\$ 3,976,860	
Wastewater Bonds Debt Reserve Cash		\$ 212,000
Totals	\$ 3,976,860	\$ 212,000

**NOTE 10 – RISK MANAGEMENT**

A City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the fiscal year, the City is contracted with Idaho County Risk Management Program (ICRMP) for property, crime and fleet insurance and the State Insurance Fund for workman's compensation. Under the terms of the ICRMP policy, the City of Ketchum's liability is limited to the amount of annual financial membership contributions, including a per occurrence deductible. There has been no significant reduction in insurance coverage in the current year. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

**NOTE 11 – KETCHUM URBAN RENEWAL AGENCY**

The component unit column in the combined financial statements includes the financial data of the Ketchum Urban Renewal Agency, the City's only discretely presented component unit. It is reported in a separate column to emphasize that it is legally separate from the City in accordance with State Urban Renewal law. The Agency has authority to construct public improvements including the acquisition of public right-of-way within the blighted area legally designated as the redevelopment district. The City appoints the governing board of the Agency. The Agency derives its funding from tax increment financing. Complete financial statements for the current year are available from the Agency.

The City advanced \$1,495,830 of cash held for affordable housing construction to the Agency to begin their operations. The Agency has determined to pay this amount back to the City over the next several years as funds become available. These amounts are not accrued in the City's records but will be recognized as revenue when received in the "In-Lieu Housing Fund". The balance remaining unpaid at the date of these financial statements is \$ 1,261,687.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**NOTE 12 – EMPLOYEE RETIREMENT PLAN**

*Plan Description*

The City of Ketchum contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies, and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at [www.persi.idaho.gov](http://www.persi.idaho.gov).

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

*Pension Benefits*

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age and highest average salary. Members become fully vested in their retirement benefits with five years of credited services (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

*Member and Employer Contributions*

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of employer rate for general employees and 74% for police and firefighters. As of June 30, 2021, it was 7.16% for general employees and 9.13% for police and firefighters. The employer contribution rate, as a percent of covered payroll, is set by the Retirement Board and was 11.94% for general employees and 12.28% for police and firefighters. The City's contributions were \$484,563 for the year ended September 30, 2021.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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*Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.*

At September 30, 2021, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2021, the City's proportion was 0.0809575 percent.

For the year ended September 30, 2021, the City recognized pension expense (revenue) of (\$440,252). At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 94,205	\$ 37,166
Changes in assumptions or other inputs	\$ 733,932	
Net difference between projected and actual earnings on pension plan investments		\$ 2,008,260
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	\$ (111,539)	
City's contributions subsequent to the measurement date	\$ 111,539	
Total	\$ 828,137	\$ 2,045,426

\$ 111,539 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2022.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2021, the beginning of the measurement period ended June 30, 2020, is 4.7 and 4.6 for the measurement period June 30, 2021.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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**Year ended September 30, 2021:**

2022	\$( 286,337)
2023	\$( 258,048)
2024	\$( 225,505)
2025	\$( 447,356)

*Actuarial Assumptions*

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases	3.05%
Salary inflation	3.05%
Investment rate of return	6.35%, net of investment expenses
Cost-of-living adjustments	1%

**Contributing Members, Service Retirement Members, and Beneficiaries**

- General Employees and All Beneficiaries - Males Pub-2010 General Tables, increased 11%
- General Employees and All Beneficiaries - Females Pub-2010 General Tables, increased 21%
- Fire & Police - Males Pub-2010 Safety Tables, increased 21%
- Fire & Police - Females Pub-2010 Safety Tables, increased 26%
- Disabled Members - Males Pub-2010 Disabled Tables, increased 38%
- Disabled Members - Females Pub-2010 Disabled Tables, increased 36%

An experience study was performed for the period July 1, 2015, through June 30, 2020, which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2021, is based on the results of an actuarial valuation date of July 1, 2021.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
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Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of 2021.

**Capital Market Assumptions from Callan 2021**

Asset Class	Target Allocation	Long-Term Expected Nominal Rate of Return (Arithmetic)	Long-Term Expected Real Rate of Return (Arithmetic)
Core Fixed Income	30.00%	1.80%	0.20%
Broad US Equities	55.00%	8.00%	6.00%
Developed Foreign Equities	15.00%	8.25%	6.25%
Assumed Inflation - Mean		2.00%	2.00%
Assumed Inflation - Standard Deviation		1.50%	1.50%
Portfolio Arithmetic Mean Return		6.18%	4.18%
Portfolio Standard Deviation		12.29%	12.29%
Portfolio Long-Term (Geometric) Expected Rate of Return		5.55%	3.46%
Assumed Investment Expenses		0.40%	0.40%
Portfolio Long-Term (Geometric) Expected Rate of Return, Net of Investment Expenses		5.15%	3.06%

**CITY OF KETCHUM, IDAHO**  
**Notes to the Financial Statements**  
**September 30, 2021**

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*Discount Rate*

The discount rate used to measure the total pension liability was 7.05%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

*Sensitivity of the Employer's proportionate share of the net pension liability to changes in the discount rate.*

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 6.35%, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35%) or 1-percentage-point higher (7.35%) than the current rate:

	<b>1% Decrease (5.35%)</b>	<b>Current Discount Rate (6.35%)</b>	<b>1% Increase (7.35%)</b>
Employer's proportionate share of the net pension liability (asset)	\$( 63,300)	\$( 63,939)	\$(64,578)

*Pension plan fiduciary net position*

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at [www.persi.idaho.gov](http://www.persi.idaho.gov)

*Payables to the pension plan*

At September 30, 2021, the City reported payables to the defined benefit pension plan of \$ 0 for legally required employer contributions and \$ 0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

**NOTE 13 – SUBSEQUENT EVENTS**

Subsequent events were evaluated through the date of the auditor's report, which is the date the financial statements were available to be issued.

**REQUIRED  
SUPPLEMENTARY INFORMATION**



**CITY OF KETCHUM, IDAHO**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual -- General Fund**  
**for the year ended September 30, 2021**

	<u>Actual Amounts</u>	<u>Original Budget Amounts</u>	<u>Final Budget Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUE:</b>				
Property taxes	\$ 4,614,433	\$ 4,481,665	\$ 4,481,665	\$ 132,768
Local Option sales taxes				
Franchises, licenses, permits	1,125,492	986,227	986,227	139,265
State of Idaho shared revenue	1,100,667	1,006,670	1,006,670	93,997
State of Idaho sales tax	0	103,782	103,782	(103,782)
State of Idaho liquor receipts	428,870	383,368	383,368	45,502
State highway user collections	172,462	160,163	160,163	12,299
Penalty and interest on property taxes	15,711	10,000	10,000	5,711
County court and parking fines	104,091	67,250	67,250	36,841
Fees, fines and charges for services	3,280,127	1,017,244	3,193,413	86,714
Grants and contributions	418,484	418,175	418,175	309
Earnings on investments	19,516	45,001	45,001	(25,485)
Miscellaneous	96,816	74,760	74,760	22,056
	<u>11,376,669</u>	<u>8,754,305</u>	<u>10,930,474</u>	<u>446,195</u>
<b>EXPENDITURES:</b>				
General Government	4,248,975	3,922,114	4,386,099	137,124
Public Safety	3,732,811	3,774,892	3,774,892	42,081
Streets	1,813,364	2,028,382	2,028,382	215,018
Capital outlay				
Parks and Recreation	499,352	582,382	582,382	83,030
Transportation				
Affordable Housing				
Debt Service				
	<u>10,294,502</u>	<u>10,307,770</u>	<u>10,771,755</u>	<u>477,253</u>
<b>EXCESS REVENUE (EXPENDITURES)</b>	1,082,167	(1,553,465)	158,719	923,448
<b>OTHER FINANCING SOURCES (USES):</b>				
Operating transfers from other funds	1,309,465		1,299,465	(10,000)
Operating transfers (to) other funds	(2,021,499)		(1,765,234)	256,265
<b>NET CHANGE IN FUND BALANCES</b>	370,133	(1,553,465)	(307,050)	677,183
<b>FUND BALANCE - BEGINNING</b>	<u>4,354,406</u>	<u>4,354,406</u>	<u>4,354,406</u>	
<b>FUND BALANCE - ENDING</b>	<u>\$ 4,724,539</u>	<u>2,800,941</u>	<u>\$ 4,047,356</u>	

**CITY OF KETCHUM, IDAHO**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual -- City Sales Tax Fund**  
**for the year ended September 30, 2021**

	<u>Actual Amounts</u>	<u>Original Budget Amounts</u>	<u>Final Budget Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUE:</b>				
Property taxes	\$	\$	\$	\$
Local Option sales taxes	6,171,799	4,156,101	5,461,553	710,246
Franchises, licenses, permits				0
State of Idaho shared revenue				
State of Idaho sales tax				
State of Idaho liquor receipts				
State highway user collections				
Penalty and interest on property taxes				
County court fines				
Fees, fines and charges for services				
Grants and contributions				
Earnings on investments	350	1,000	1,000	(650)
Miscellaneous				
	<u>6,172,149</u>	<u>4,157,101</u>	<u>5,462,553</u>	<u>709,596</u>
<b>Total Revenue</b>				
<b>EXPENDITURES:</b>				
General Government	36,778	78,000	61,500	24,722
Public Safety	156,850	147,847	152,282	(4,568)
Streets				
Capital outlay				
Parks and Recreation				
Transportation	3,641,553	2,336,101	3,641,553	0
Affordable Housing				
Debt Service				
	<u>3,835,181</u>	<u>2,561,948</u>	<u>3,855,335</u>	<u>20,154</u>
<b>Total Expenditures</b>				
<b>EXCESS REVENUE (EXPENDITURES)</b>	2,336,968	1,595,153	1,607,218	729,750
<b>OTHER FINANCING SOURCES (USES):</b>				
Operating transfers from other funds				0
Operating transfers (to) other funds	(1,434,465)	(1,424,465)	(1,424,465)	10,000
<b>NET CHANGE IN FUND BALANCES</b>	902,503	170,688	182,753	739,750
<b>FUND BALANCE - BEGINNING</b>	<u>873,862</u>	<u>873,862</u>	<u>873,892</u>	
<b>FUND BALANCE - ENDING</b>	<u>\$ 1,776,365</u>	<u>\$ 1,044,550</u>	<u>\$ 1,056,645</u>	

**CITY OF KETCHUM, IDAHO**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual -- In-Lieu Housing Fund**  
**for the year ended September 30, 2021**

	<u>Actual Amounts</u>	<u>Original Budget Amounts</u>	<u>Final Budget Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUE:</b>				
Property taxes	\$	\$	\$	\$
Local Option sales taxes				
Franchises, licenses, permits				
State of Idaho shared revenue				
State of Idaho sales tax				
State of Idaho liquor receipts				
State highway user collections				
Penalty and interest on property taxes				
County court fines				
Fees, fines and charges for services	570,574	0	0	570,574
Grants and contributions				
Earnings on investments	7,379	30,000	30,000	(22,621)
Miscellaneous				0
	<u>577,953</u>	<u>30,000</u>	<u>30,000</u>	<u>547,953</u>
<b>Total Revenue</b>				
<b>EXPENDITURES:</b>				
General Government				0
Public Safety				
Streets				
Capital outlay		2,175,000	2,175,000	(2,175,000)
Parks and Recreation				
Transportation				
Affordable Housing	75,000	75,000	75,000	0
Debt Service				
	<u>75,000</u>	<u>2,250,000</u>	<u>2,250,000</u>	<u>(2,175,000)</u>
<b>Total Expenditures</b>				
<b>EXCESS REVENUE (EXPENDITURES)</b>	502,953	(2,220,000)	(2,220,000)	(1,627,047)
<b>OTHER FINANCING SOURCES (USES):</b>				
Operating transfers from other funds				
Operating transfers (to) other funds				
<b>NET CHANGE IN FUND BALANCES</b>	502,953	(2,220,000)	(2,220,000)	(1,627,047)
<b>FUND BALANCE - BEGINNING</b>	<u>2,345,453</u>	<u>2,345,453</u>	<u>2,345,453</u>	
<b>FUND BALANCE - ENDING</b>	<u>\$ 2,848,406</u>	<u>\$ 125,453</u>	<u>\$ 125,453</u>	

**CITY OF KETCHUM, IDAHO**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual -- Fire Construction Fund**  
**for the year ended September 30, 2021**

	<u>Actual Amounts</u>	<u>Original Budget Amounts</u>	<u>Final Budget Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<b>REVENUE:</b>				
Property taxes	\$ 36,048	\$ 0	\$ 0	\$ 36,048
Local Option sales taxes				
Franchises, licenses, permits				
State of Idaho shared revenue				
State of Idaho sales tax				
State of Idaho liquor receipts				
State highway user collections				
Penalty and interest on property taxes				
County court fines				
Fees, fines and charges for services				
Grants, contributions, bond proceeds				
Earnings on investments	25,710	0	0	25,710
Miscellaneous				
	<u>61,758</u>	<u>0</u>	<u>0</u>	<u>61,758</u>
<b>Total Revenue</b>				
<b>EXPENDITURES:</b>				
General Government				
Public Safety				
Streets				
Capital outlay	9,054,420	9,500,000	9,500,000	(445,580)
Parks and Recreation				
Transportation				
Affordable Housing				
Debt Service				
	<u>9,054,420</u>	<u>9,500,000</u>	<u>9,500,000</u>	<u>(445,580)</u>
<b>Total Expenditures</b>				
<b>EXCESS REVENUE (EXPENDITURES)</b>	(8,992,662)	(9,500,000)	(9,500,000)	(383,822)
<b>OTHER FINANCING SOURCES (USES):</b>				
Operating transfers from other funds				
Operating transfers (to) other funds				
<b>NET CHANGE IN FUND BALANCES</b>	(8,992,662)	(9,500,000)	(9,500,000)	(383,822)
<b>FUND BALANCE - BEGINNING</b>	<u>9,761,385</u>	<u>9,761,385</u>	<u>9,761,385</u>	
<b>FUND BALANCE - ENDING</b>	<u>\$ 768,723</u>	<u>\$ 261,385</u>	<u>\$ 261,385</u>	

**CITY OF KETCHUM, IDAHO**  
**PUBLIC EMPLOYEE PENSION INFORMATION**  
For the year ended September 30, 2021

**Required Supplementary Information**

**Schedule of Employer's Share of Net Pension Liability**  
**PERSI - Base Plan**  
Last 10 - Fiscal Years\*

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Employer's portion of the net pension liability	.0865200%	.0799402%	.0866389%	.0857958%	.0889864%
Employer's proportionate share of the net pension liability	\$ 987,602	\$ 1,179,132	\$ 1,361,816	\$ 1,739,214	\$ 1,171,806
Employer's covered-employee payroll	\$ 3,625,685	\$ 3,742,286	\$ 3,585,052	\$ 3,435,203	\$ 2,691,486
Employer's proportional share of the net pension liability as a percentage of its covered-employee payroll	27.24%	31.51%	37.99%	50.63%	43.54%
Plan fiduciary net position as a percentage of the total pension liability	93.79%	91.69%	90.68%	87.26%	91.38%
				<u>2021</u>	<u>2020</u>
Employer's portion of the net pension liability				.0809575%	.0833870%
Employer's proportionate share of the net pension liability (Net Asset)				\$ (63,939)	\$ 1,936,356
Employer's covered-employee payroll				\$ 4,052,180	\$ 3,822,116
Employer's proportional share of the net pension liability as a percentage of its covered-employee payroll				-1.58%	50.66%
Plan fiduciary net position as a percentage of the total pension liability				100.36%	88.22%

\* GASB Statement No. 68 required ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Data reported is measured as of June 30, 2021

**Schedule of Employer's Contributions**  
**PERSI - Base Plan**  
Last 10 - Fiscal Years\*

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required contributions	\$ 441,262	\$ 455,247	\$ 445,468	\$ 425,702	\$ 393,730
Contributions in relation to the statutorily required contribution	\$ (441,262)	\$ (455,247)	\$ (445,468)	\$ (425,702)	\$ (393,730)
Contribution (deficiency) excess	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Employer's covered-employee payroll	\$ 3,625,685	\$ 3,742,286	\$ 3,585,052	\$ 3,435,203	\$ 2,691,486
Contributions as a percentage of covered-employee payroll	12.17%	12.16%	12.43%	12.39%	12.03%
				<u>2021</u>	<u>2020</u>
Statutorily required contributions				\$ 484,563	\$ 465,534
Contributions in relation to the statutorily required contribution				\$ (484,563)	\$ (465,534)
Contribution (deficiency) excess				\$ 0	\$ 0
Employer's covered-employee payroll				\$ 4,052,180	\$ 3,822,116
Contributions as a percentage of covered-employee payroll				11.96%	12.18%

**OTHER  
SUPPLEMENTARY INFORMATION**

**CITY OF KETCHUM, IDAHO**  
**Combining Balance Sheets**  
**Combining Other Governmental Funds**  
**at September 30, 2021**

	<u>General Capital Improvement Fund</u>	<u>Street Capital Improvement Fund</u>	<u>Law Enforce Capital Improvement Fund</u>	<u>Fire/Rescue Capital Improvement Fund</u>
<b>ASSETS:</b>				
Cash and Cash Deposits	\$ 3,457,911	\$ 0	\$ 0	\$ 0
Taxes Receivable				
Due From Other Governments				
	<hr/>	<hr/>	<hr/>	<hr/>
Total Assets	\$ <u>3,457,911</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<b>LIABILITIES:</b>				
Accounts Payable	\$	\$	\$	\$
Funds Held in Trust				
Due To Other Funds				
	<hr/>	<hr/>	<hr/>	<hr/>
Total Liabilities	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>FUND BALANCE:</b>				
Non-spendable				
Restricted				
Committed				
Assigned	3,457,911	0	0	0
Unassigned				
	<hr/>	<hr/>	<hr/>	<hr/>
Total Fund Balance	<u>3,457,911</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Liabilities and Fund Balance	\$ <u>3,457,911</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

The accompanying notes are a part of these financial statements.

<u>Parks Capital Improvement Fund</u>	<u>GO Bond Debt Fund</u>	<u>Wagon Days Fund</u>	<u>Police/Fire Trust Fund</u>	<u>Community Development Trust Fund</u>	<u>Park Trust Fund</u>	<u>Total Governmental Funds</u>
\$ 0	\$ (12,276)	\$ 39,999	\$ 101,907	\$ 46,757	\$ 207,730	\$ 3,842,028
						0
						0
<u>\$ 0</u>	<u>\$ (12,276)</u>	<u>\$ 39,999</u>	<u>\$ 101,907</u>	<u>\$ 46,757</u>	<u>\$ 207,730</u>	<u>\$ 3,842,028</u>
\$	\$	\$	\$	\$	\$	\$ 0
				46,757		46,757
						0
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>46,757</u>	<u>0</u>	<u>46,757</u>
						0
			101,907		207,730	309,637
						0
0	(12,276)	39,999				3,485,634
						0
<u>0</u>	<u>(12,276)</u>	<u>39,999</u>	<u>101,907</u>	<u>0</u>	<u>207,730</u>	<u>3,795,271</u>
<u>\$ 0</u>	<u>\$ (12,276)</u>	<u>\$ 39,999</u>	<u>\$ 101,907</u>	<u>\$ 46,757</u>	<u>\$ 207,730</u>	<u>\$ 3,842,028</u>

The accompanying notes are a part of these financial statements.



**CITY OF KETCHUM, IDAHO**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Combining Other Governmental Funds**  
**for the year ended September 30, 2021**

	<u>General Capital Improvement Fund</u>	<u>Street Capital Improvement Fund</u>	<u>Law Enforce Capital Improvement Fund</u>	<u>Fire/Rescue Capital Improvement Fund</u>
<b>REVENUE:</b>				
Property taxes	\$	\$	\$	\$
Local Option sales taxes				
Franchises, licenses, permits	281,436			
State of Idaho shared revenue				
State of Idaho sales tax				
State of Idaho liquor receipts				
State highway user collections				
Penalty and interest on property taxes				
Proceeds from sale of assets				
Fees and charges for services	14,016	159,121	3,670	74,111
Grants and contributions	864,600			
Earnings on investments	4,068	1,256	48	1,196
Miscellaneous	30,837			
	<u>1,194,957</u>	<u>160,377</u>	<u>3,718</u>	<u>75,307</u>
Total Revenue				
<b>EXPENDITURES:</b>				
General Government				
Public Safety				
Streets				
Capital outlay	1,959,936	187,240		100,148
Parks and Recreation				
Transportation				
Affordable Housing				
Debt Service				
	<u>1,959,936</u>	<u>187,240</u>	<u>0</u>	<u>100,148</u>
Total Expenditures				
<b>EXCESS REVENUE (EXPENDITURES)</b>	(764,979)	(26,863)	3,718	(24,841)
<b>OTHER FINANCING SOURCES (USES):</b>				
Operating transfers from other funds	2,840,814			193,130
Operating transfers (to) other funds	(75,000)	(475,974)	(27,279)	(518,054)
<b>NET CHANGE IN FUND BALANCES</b>	2,000,835	(502,837)	(23,561)	(349,765)
<b>FUND BALANCE - BEGINNING</b>	<u>1,457,076</u>	<u>502,837</u>	<u>23,561</u>	<u>349,765</u>
<b>FUND BALANCE - ENDING</b>	\$ <u><u>3,457,911</u></u>	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

The accompanying notes are a part of these financial statements.

<u>Parks Capital Improvement Fund</u>	<u>Fire and GO Bond Debt Fund</u>	<u>Wagon Days Fund</u>	<u>Police/Fire Trust Fund</u>	<u>Community Development Trust Fund</u>	<u>Park Trust Fund</u>	<u>Total Governmental Funds</u>
\$	\$ 593,688	\$	\$	\$	\$	\$ 593,688
						0
						281,436
						0
						0
						0
	2,422					2,422
						0
35,549		11,054		130,525	10,909	438,955
		3,488			14,688	882,776
43	81	107	306	5	372	7,482
789			135			31,761
<u>36,381</u>	<u>596,191</u>	<u>14,649</u>	<u>441</u>	<u>130,530</u>	<u>25,969</u>	<u>2,238,520</u>
		99,391		130,530		229,921
						0
					23,068	2,270,392
					31,295	31,295
						0
						0
	761,514					761,514
<u>0</u>	<u>761,514</u>	<u>99,391</u>	<u>0</u>	<u>130,530</u>	<u>54,363</u>	<u>3,293,122</u>
36,381	(165,323)	(84,742)	441	0	(28,394)	(1,054,602)
	153,128	80,000			75,000	3,342,072
(95,973)	(3,293)					(1,195,573)
(59,592)	(15,488)	(4,742)	441	0	46,606	1,091,897
<u>59,592</u>	<u>3,212</u>	<u>44,741</u>	<u>101,466</u>	<u>0</u>	<u>161,124</u>	<u>2,703,374</u>
\$ <u>0</u>	\$ <u>(12,276)</u>	\$ <u>39,999</u>	\$ <u>101,907</u>	\$ <u>0</u>	\$ <u>207,730</u>	\$ <u>3,795,271</u>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Bond-Future Principal and Interest Requirements**  
**at September 30, 2021**

	<u>Annual Payment</u>			
	<u>Interest Rate</u>	<u>Fiscal Year</u>	<u>Principal Payment</u>	<u>Interest Payment</u>
General Obligation Bond:				
\$11,500,000 General Obligation Bonds Series 2020				
	5.00%	2022	\$ 305,000	\$ 307,019
	5.00%	2023	320,000	291,769
	5.00%	2024	335,000	275,769
	5.00%	2025	355,000	259,019
	5.00%	2026	370,000	241,269
	5.00%	2027	390,000	222,769
	5.00%	2028	410,000	203,269
	5.00%	2029	430,000	182,769
	2.00%	2030	450,000	161,269
	2.00%	2031	460,000	152,269
	2.00%	2032	470,000	143,069
	2.00%	2033	480,000	133,669
	2.00%	2034	490,000	124,069
	2.00%	2035	495,000	114,269
	2.00%	2036	505,000	104,369
	2.00%	2037	520,000	94,269
	2.00%	2038	530,000	83,869
	2.00%	2039	540,000	73,269
	2.125%	2040	550,000	62,468
	2.150%	2041	560,000	50,780
	2.125%	2042	575,000	38,881
	2.250%	2043	585,000	26,661
	2.250%	2044	600,000	13,500
			<u>\$ 10,725,000</u>	<u>\$ 3,360,332</u>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Bond-Future Principal and Interest Requirements**  
**at September 30, 2021**

	Annual Payment			
	Interest Rate	Fiscal Year	Principal Payment	Interest Payment
Water Revenue Bond:				
Water Refunding Bond 2016				
\$ 1,697,000, September 8, 2016				
1.74%				
	1.74%	2022	\$ 152,000	\$ 16,912
	1.74%	2023	157,000	14,269
	1.74%	2024	162,000	11,537
	1.74%	2025	162,000	8,717
	1.74%	2026	166,000	5,899
	1.74%	2027	173,000	3,010
			<u>\$ 972,000</u>	<u>\$ 60,344</u>

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Bond-Future Principal and Interest Requirements**  
**at September 30, 2021**

	Annual Payment			
	Interest Rate	Fiscal Year	Principal Payment	Interest Payment
Water Revenue Bond:				
Water Revenue Refunding Bonds 2015				
\$2,310,000, September 2, 2015				
2.00% - 5.00%				
	4.00%	2022	\$ 30,000	\$ 107,675
	3.25%	2023	30,000	106,475
	5.00%	2024	30,000	105,500
	5.00%	2025	35,000	104,000
	5.00%	2026	35,000	102,250
	5.00%	2027	30,000	100,500
	5.00%	2028	255,000	99,000
	5.00%	2029	270,000	86,250
	5.00%	2030	285,000	72,750
	5.00%	2031	295,000	58,500
	5.00%	2032	310,000	43,750
	5.00%	2033	330,000	28,250
	5.00%	2034	235,000	11,750
			\$ 2,170,000	\$ 1,026,650

The accompanying notes are a part of these financial statements.

**CITY OF KETCHUM, IDAHO**  
**Bond-Future Principal and Interest Requirements**  
**at September 30, 2021**

Wastewater Revenue Bond:	Annual Payment			
	Interest Rate	Fiscal Year	Principal Payment	Interest Payment
Wastewater Revenue Refunding Bonds 2014 \$1,950,000, November 18, 2014 2.00% - 5.00%				
	5.00%	2022	\$ 215,000	\$ 45,750
	5.00%	2023	220,000	35,000
	5.00%	2024	230,000	24,000
	5.00%	2025	250,000	12,500
			\$ 915,000	\$ 117,250

The accompanying notes are a part of these financial statements.

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

November 12, 2021

To the City Council  
City of Ketchum, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Ketchum, Idaho's basic financial statements, and have issued our report thereon dated November 12, 2021.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City of Ketchum, Idaho's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Ketchum, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Ketchum, Idaho's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City of Ketchum, Idaho's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report Continued—

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Workman & Company*

WORKMAN AND COMPANY  
Certified Public Accountants  
Twin Falls, Idaho