

#### **CITY OF KETCHUM, IDAHO**

CITY COUNCIL MEETING Monday, March 06, 2023, 4:00 PM 191 5th Street West, Ketchum, Idaho 83340

#### **AGENDA**

#### PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

# We welcome you to watch Council Meetings via live stream.

You will find this option on our website at <a href="https://www.ketchumidaho.org/meetings">www.ketchumidaho.org/meetings</a>.

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/82985786402

  Webinar ID: 829 8578 6402
- 2. Address the Council in person at City Hall.
- 3. Submit your comments in writing at <a href="mailto:participate@ketchumidaho.org">participate@ketchumidaho.org</a> (by noon the day of the meeting).

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

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

#### **ROLL CALL:**

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

#### COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

# **CONSENT AGENDA:**

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

- 2. Recommendation to approve minutes of joint meeting with Planning and Zoning of February 14, 2023 City Clerk Trent Donat
- 3. Recommendation to approve minutes of February 21, 2023 City Clerk Trent Donat
- 4. Authorization and approval of the payroll register Treasurer Shellie Gallagher

- 5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills Treasurer Shellie Gallagher
- 6. Recommendation to approve contract 23048 with BD Consulting, LLC for Financial Services -City Administrator Jade Riley
- 7. Recommendation to approve Maintenance Agreement 22832 with Blaine County School District No. 61 – Facilities Maintenance Supervisor Juerg Stauffacher
- 8. Recommendation to approve Contract 23067 with Micky and the Motorcars for Wagon Days Street Party Events Manager & Administrative Liaison Eryn Alvey
- 9. Recommendation to approve Contract 23063 Sun Valley Events, Contract 23064 Red's Meadow Resort, Hold Harmless Agreement 22834 with City of Sun Valley, Lease Agreement 23065 with Sun Valley Company, and March 1 payment to Sun Valley Events for production of Wagon Days Events Manager & Administrative Liaison Eryn Alvey
- 10. Recommendation to approve Contract 23062 with Will Caldwell Productions for Jazz in the Park Events Manager & Administrative Liaison Eryn Alvey
- 11. Recommendation to purchase new blower head for existing snow equipment Director of Streets & Facilities Brian Christiansen
- 12. Recommendation to approve Memo of Understanding with Idaho Resort Cities City Administrator Jade Riley
- 13. Recommendation to approve the 4th & Main Mixed-Use Development's Fourth Floor, Lot Consolidation Preliminary Plat Application File No. P22-043A, Condominium Subdivision Preliminary Plat Application File No. P22-043B, and FAR Exceedance Agreement 22818 Senior Planner Abby Rivin
- 14. Recommendation to approve Purchase Order 23069 with Blaine County Charitable Fund for emergency rental assistance Housing Director Carissa Connelly
- 15. Recommendation to approve Encroachment Agreement 22835 for right-of-way improvements adjacent to 780 N 4th Ave Director of Planning & Building Morgan Landers
- <u>16.</u> Recommendation to approve Resolution 23-005 adopting Blaine County Hazard Mitigation Plan City Administrator Jade Riley
- 17. Recommendation to approve amendment to agreement 22749 with the Ketchum Urban Renewal Agency KURA Executive Director Suzanne Frick
- 18. Recommendation to approve Purchase Order 23070 with Holst Architecture to complete Feasibility Analysis for the Development of Community Housing on Publicly Owned Properties City Administrator Jade Riley
- 19. Recommendation to approve Task Order Five with Superbloom for Warm Springs Preserve Master Plan City Administrator Jade Riley
- 20. Recommendation to approve new staff reports for Council meetings City Administrator Jade Rilev
- 21. Recommendation to adopt updated Financial Management Policies City Administrator Jade Riley

#### **PUBLIC HEARING:**

22. Recommendation to hold first reading of Ordinance 1247 and Ordinance 1248 authorizing the issuance of wastewater revenue bonds - City Administrator Jade Riley

23. Recommendation to approve second reading of Ordinance 1246 which provides for Idaho Power Franchise Agreement and Joint Clean Energy Cooperation Statement - City Administrator Jade Riley

#### **NEW BUSINESS:**

- 24. Discussion and direction for animal resistant containers City Administrator Jade Riley
- 25. Housing update Housing Director Carissa Connelly
- 26. Discussion and direction regarding the proposed community housing contribution for The Perry Building Project located at 131 W 4th Street and 471 & 431 N 1st Avenue Senior Planner Abby Rivin

#### **ADJOURNMENT:**

From: <u>richardwaycottsv@gmail.com</u>

To: warmspringspreserve@gmail.com; Participate; Aly Swindley

Subject: Warm Springs Preserve - potential "neighborhood connection" bridge construction at Broadway Blvd./Creekbend

Court

**Date:** Saturday, February 25, 2023 5:19:29 PM

#### To whom it may concern:

First and foremost, my family and I are fully supportive of the community effort (and city leadership) it has taken to create the Warm Springs Preserve. It has been wonderful to see this come to fruition. We were early advocates and financial contributors for its creation. We enjoy walking our dog in Preserve and are thrilled it will now be available for all generations to come.

We are writing to express our strong opposition to the proposed "neighborhood connection" bridge across Warm Springs Creek where Broadway Boulevard dead ends at Creekbend Court. This is not a good location for a bridge on many levels but especially because it would bring substantial congestion to a very narrow dead-end street where there is already very limited parking for residents and their guests. The increased traffic would be overwhelming for the Broadway Boulevard neighborhood and would degrade its quality of life. Broadway Blvd. is a constricted and curving road which passes through a neighborhood inhabited by families with small children. Our property abuts the location of the proposed "neighborhood bridge" so we are more than familiar with existing public use occurring during the summer of the right of way foot trail. While we welcome the enjoyment of Warm Springs Creek by valley families, the quantity of summer visitors already causes parking issues on many days in the neighborhood. The construction of a bridge, and possible attraction of many more year around visitors, would be untenable and unfair to those of us who have lived on Broadway Blvd. for many years and chose to live here due to its serenity.

Increased Broadway Blvd. traffic, parking, and access problems that would be created by the proposed "neighborhood connection" bridge would be exacerbated in the winter when the road becomes further constricted with snow berms (the dead-end section of Broadway Blvd. often is reduced to a single lane during the winter), resulting in no room whatsoever for parking or even the turning around of cars in the Broadway Blvd. cul-de-sac.

Our situation is analogous to the former Proctor Mountain trailhead access on Fairway Road in Sun Valley. That trail access was also adjacent to a cul-de-sac where trail parking was mostly restricted along the uninhabited hillside. After many years of various issues associated with hiker parking, the city prohibited street parking. Our situation is made more concerning in that all the lots but one on the dead-end section of Broadway Blvd. leading up to the proposed "neighborhood connection" bridge access have single family homes built on them. I would also wager that Fairways Road in Sun Valley has more part time residents than the Broadway Blvd. neighborhood.

In my opinion, the "neighborhood connection" bridge is a bad idea in a bad location. Just a few minutes away is the main entrance to the Preserve where there will be substantial parking, trail access, and other infrastructure. Please do not approve construction of the "neighborhood connection" bridge.

Respectfully yours,

Richard Waycott 525 Broadway Blvd. Warm Springs (209)402.7707 Natalie Clair & Steven Rivera 536 Broadway Court Ketchum, ID 83340

City of Ketchum: Warm Springs Preserve Project 191 5th Street West Ketchum, ID 83340

February 15th, 2023

Dear Warm Springs Preserve Stakeholders,

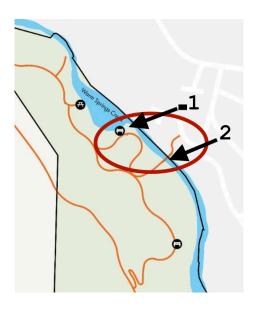
We are writing to convey our support of the Warm Springs Preserve Project. As an overall asset to the community we are proud of the City of Ketchum's efforts to spearhead the park. After reviewing the slide deck following the February 14th public meeting, we would like to express our concerns over the following few elements:

#### South Floodplain Loop Bench and Access Loop Trail (#1)

Both the depicted bench and small loop trail circled are located in the riparian zone as depicted in the City of Ketchum deck. It is our opinion that this area should remain untouched and be allowed to return to its natural riparian state.

#### South Floodplain Bridge (#2)

This access bridge could be a disaster. The few parking spaces that exist are already maxed from April-October due to the existing fisherman's access point. The high density housing and very limited parking issues are amplified by a no-turn-around, dead-end, private street. Emergency services are already hard pressed to access the end of Broadway. The bridge would create a hazardous situation for over 15 Broadway property owners located northwest of the intersection of Exhibition and Broadway.



We formally ask that 1) the location of the circled bench and small loop access be reviewed and relocated out of the riparian zone and 2) the bridge access (#2) be removed from the master plan. Again, we thank you for your efforts to restore the community asset; we would like to support the park in perpetuity once the property reflects the highest safety and environmentally sound outcomes.

With warm regards,

Natalie & Steven

From: <u>HP Boyle</u>

To: <u>Participate</u>; <u>Lynne Barker</u>; <u>Wally Morgus</u>; <u>gretchengorham@gmail.com</u>

Cc: Andrew Guckes

Subject: Mountain Rides and the airport--for City Council and Sustainability Committee

**Date:** Thursday, March 2, 2023 11:05:59 AM

mountainrides.org



According to Fly Sun Valley Alliance, over 100,000 passengers arrived at SUN last year. How many of them took the bus to get to their destination? I would bet no one knows the answer to that.

Does anyone think that the way Mountain Rides provides airport service makes sense? What flights is this service supposed to get people to/from? What people in particular is it meant to serve?

The City of Ketchum gave Mountain Rides \$10,000 to provide St Lukes WR to St Lukes Twin service. It was an experiment to build demand for a route, that failed. Isn't it worth spending that kind of money to get people out of cars on a known travel route?

Useful airport bus service would do the following:

- drop people off at the airport, not at St Lukes in Hailey. People have bags.
- not require a connection in Hailey. It is inconvenient and people have bags.
- be timed to drop people off an hour before flight departures and pick up 30min after landings (for bag check/pickup).
- stop at key hubs in Hailey/Ketchum/SV/Elkhorn
- this could be free to the Mountain Rides funders: the airport could subsidize it from parking fees and/or a charge on rental cars.
- be promoted by VSV out of their \$2.4mm budget.

We spend millions of dollars to promote tourism and to subsidize the airlines. Might we spend just a small portion of that to promote public transportation?

Thank you,

Perry Boyle

From: <u>Curtis Pepin</u>
To: <u>Participate</u>

**Subject:** Ketchum Mail Problems

**Date:** Thursday, March 2, 2023 3:05:27 PM

To Whom it May Concern,

Is any one at City Hall concerned with the colossal problem with mail (including UPS and FedEx) delivery within Ketchum? This needs to be a top priority as individuals and businesses can not properly function without a working delivery services. The majority of my packages are being returned even when addressed properly. Today I learned, UPS and FedEx are now dropping off packages to the PO vs delivery – NOTE: I am not speaking of the complete failure of Amazon deliveries but those carries are now dropping non Amazon deliveries top the PO.

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Thx You.

Curtis Pepin

NOTICE: All e-mail sent to or from this address will be received or otherwise recorded by the Badgley Phelps corporate e-mail system and is subject to archival, monitoring or review by, and/or disclosure to someone other than the recipient.

# **Aly Swindley**

**From:** Amy Johnson <amycljohnson@gmail.com>

**Sent:** Sunday, March 5, 2023 10:53 AM

**To:** Participate

**Subject:** FW: Keep Atkinson's Park Tennis Courts at 2 tennis, 4 PB, +1 Flex

Hello, I wanted to follow up with an email regarding pickleball at Atkinson's Park.

(P.s. I realized this was still in draft so while it's later than I had intended, I'll press send.)

These are suggestions that could impact this summer, 2023 courts at Atkinson's Park. For example, if the proposal to build a patio, lower the fences, is to be implemented, I suggest relocating the waiting area to the patio.

I suggest these 5 things:

#### (1) Relocate the waiting area to the patio,

The "waiting area" could be moved to the proposed patio. Agree. It is unsafe to be waiting smack in between the two courts. A tennis ball could go flying, hit someone in the head or the eye who is "waiting." It is equally disruptive--at least for tennis--to have a group of people standing in the waiting area between the pickleball and flex courts.

#### (2) Re-paint the lines on the flex court

Remove the 5<sup>th</sup> pickleball lined court that is squarely in the middle of the flex court. These lines add confusion exponentially to both the novice and the advanced player of both sports. There are 4 available squares. If I heard the argument correctly from the pickleballers, that "the lines are confusing," then I would encourage the City to clear up some of the player confusion and remove the lines shaping the 5<sup>th</sup> pickleball. The sports can better co-exist with fewer lines.

(3) Implement an app-based reservation system Strongly recommend adding "by reservation" to tennis and pickleball court use. There is "Court Reserve," app that syncs with desktop software. Very very valuable player and court use data plus you capture city residence, name/email of the player account, and which sport they're playing, and you can see when the peak playing times are. It relieves the unnecessary wait time for a tennis court. The flex court is sometimes overrun with pickleball gear, nets, taking over the court and it's not fair to wrongly assume that court is for pickleball use. An app-based reservation system would be convenient for all players, residents and non-residents, tourists alike. Download the app, book a court and the person with a reservation has priority. "Booking court time" in tennis is standard practice across the country. Is it for public courts?

Do players reserve soccer, baseball, volleyball spaces? Do they book the field? I would think 2 teams in a league have to book a soccer field. Do they pay? Before USTA tennis in summer 2021, John Kearney said that in order to have a USTA-sponsored match there, it would cost \$65/ for 2 hrs, of play and I could only book 1 court because he wanted to "save the court space for the public." I needed 4 courts for a league match two nights/week. OK, understood. Sun Valley wanted the court traffic – empty courts after 5pm for sure. We moved all of the matches to Sun Valley courts, and last summer ('22) split court use between SV and WRHS courts to be INCLUSIVE. Well, interestingly enough, this year, I hear "tennis courts are empty - not getting used enough." Well, for the USTA matches, we needed 4 courts back then – 1 singles, 3 doubles, and in order to host any league or tournament, one court isn't sufficient. Ironic, isn't it – now the pickleballers say "tennis courts are empty." There was demand to use those courts, and Wood River Tennis steering committee was discouraged from using the courts – pay \$65./2 hours and only 1 court available from 6-8pm for USTA matches.

- (4) **Remove the court reservation charge of \$65./2 hrs.** Not sure I understand the rationale to charge for a reservation of public court use, a high fee at that. See #3 above. How to remove barriers? It is very valuable to collect this data who, when, how long, how frequent people are booking courts and are they a teaching pro? Is that allowed, to collect money to teach tennis or pickleball? OK, make a policy that it IS allowed, charge them a 10% fee, a pro should be able to reserve a court though, right?
- (5) Charge all players something, \$3-5. (?) to play to reserve a court We ought to pay something. Or do you charge non-Ketchum residents something? Shouldn't a Ketchum resident have priority over a Sun Valley or Hailey resident tennis or pickleball? Another idea is to charge NON-Ketchum residents \$3-\$5. (small fee), that's it, a small "reservation fee" to use the court. There are plenty of non-ketchum residents using both pickleball and tennis courts for free. Is that OK? An app reservation system would tell you where they're coming from to use Ketchum public courts. Ask on the app. Data is valuable.

Happy to talk and work this out for all. Tennis for all. Pickleball for all ... on their courts. Don't "take from Peter to pay Paul." Good luck with all of this. It's exhausting. As a community, we have to keep making moving, keep making changes because life changes.

Kindly,

Amy Johnson

650.207.6265

From: Amy Johnson <a href="mailto:amycljohnson@gmail.com">amycljohnson@gmail.com</a>>

Sent: Friday, February 3, 2023 9:24 PM

To: Participate < <a href="mailto:participate@ketchumidaho.org">participate@ketchumidaho.org</a> Subject: Keep Atkinson's Park Tennis Courts at 2+1

Let's leave Atkinson's Park be, that's 2 public courts for tennis, 4 public courts for pickleball, and 1 public "flexi" court for either.

Keep Atkinson's Park to 2+1 public tennis courts. Tennis is for everyone and so is Pickleball, for residents and non-residents. We can co-exist. We can get along and share the space. Atkinson's Park has courts for both tennis and pickleball and it's adequate: 2 for 4-8 tennis players, 4 for 16 pickleballers, and 1 "flexi" mixed-use court for either 2 tennis or 16 pickleballers. A second pickleball court, goes up to 32 players! As it is, if 1 PB uses one "flexi" court, that precludes tennis from happening on the remaining space on the "flexi" court. Tennis needs a full court; there's no way around that.

- Leave Atkinson's Park courts as they are: 2 for tennis, 4 for PB, and 1 mixed-use for either. To convert even one more court to PB means 2 courts for 4-8 tennis players; 8 courts for 32 pickleball players – that's huge!

- Atkinson's Park is the only public tennis court in the North Valley. Say no to more EXCLUSIVE and more to INCLUSIVE that means leaving public courts as they are. Do not force tennis off of the only public courts in town, to exclusive private courts, out of range of access and affordability - Public means access for residents and non-residents, including short term summer visitors to the Park, touring and visiting here for 1-2 weeks at a time - Pickleball is noisy - more people per court and ball noise raises neighborhood noise levels. Players affiliated with private clubs move to Atkinson's Park when their clubs close up pickleball for the day like Elkhorn at 4pm, and SVTC at 7pm that have noise ordinances - These courts were resurfaced in 2017 and at great effort for tennis only - not pickleball - There's no reason to "Take from Peter to pay Paul." Pickleball Alliance can come together with donations to justify and build their own courts Amy

Thank you. Amy Johnson c. 650.207.6265

Thank you. Amy Johnson c. 650.207.6265

# Aly Swindley

James Hungelmann < jim.hungelmann@gmail.com> From:

Sent: Sunday, March 5, 2023 9:12 PM

To: Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate

Subject: Fwd: Ketchum City Council Meeting of January 17, 2023 GENERAL PUBLIC COMMENT Re: Health and

Safety concern about Contaminants in Cloud Seeding:

KCC CLOUD SEEDING Jan 16 2023.pdf **Attachments:** 

FOR THE RECORD **KETCHUM CITY COUNCIL MEETING MARCH 6 2023** 

# **General Public Comment/ Health and Safety Concern - Cloud Seeding**

Dear Mr. Mayor and Councilors,

The recent snows and silvery skies have come at the same time as complaints are increasing, of headaches and dizziness, shortness of breath shoveling snow and struggles with oxygen uptake, as well as of exceptionally compacted caked wheel wells, dicey icy driveways, and ice damned roofs, all of which raise concerns about levels of silver iodide and other ingredients in the ongoing cloud seeding operations that the EPA and other scientific experts warn us can be exceptionally toxic to children and adults.

I inquire now as to whether you have done any follow up to my January 16<sup>th</sup> email to you on this (below) by way of testing the snow for ingredients and contamination levels or securing a statement from the Operators, be it Idaho Power or other.

The public is relying on you to check this out and at least warn if there is any danger for the health and safety of families.

If your view is that health and safety matters such as this are not the responsibility of city government, please indicate why you see it that way and where you suggest this concern should be raised.

Thank you,
Jim
Forwarded message
De: James Hungelmann < jim.hungelmann@gmail.com

Date: lun, 16 ene 2023 a las 22:05

Subject: Ketchum City Council Meeting of January 17, 2023 GENERAL PUBLIC COMMENT Re: Health and Safety concern about Contaminants in Cloud Seeding:

To: Neil Bradshaw <nbradshaw@ketchumidaho.org>, Jim Slanetz <jslanetz@ketchumidaho.org>, Michael David

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<<u>mdavid@ketchumidaho.org</u>>, Amanda Breen <<u>abreen@ketchumidaho.org</u>>, Courtney Hamilton
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<chamilton@ketchumidaho.org>, Participate <participate@ketchumidaho.org>

Cc: Suzanne Frick <sfrick@ketchumidaho.org>, Jade Riley <jriley@ketchumidaho.org>, Matthew A. Johnson

<mjohnson@whitepeterson.com>, Martha Burke <martha.burke@haileycityhall.org>, <kaz.thea@haileycityhall.org>,

<heidi.husbands@haileycityhall.org>, Sam Linnet <sam.linnet@haileycityhall.org>, Juan Martinez

<juan.martinez@haileycityhall.org>, <phendricks@sunvalleyidaho.gov>, Michelle Griffith

<mgriffith@sunvalleyidaho.gov>, Keith Saks <ksaks@sunvalleyidaho.gov>, <jconard@sunvalleyidaho.gov>,

<bdd><bdufur@sunvalleyidaho.gov>, <kgoldman@bellevueidaho.us>, <dbrown@bellevueidaho.us>,</br>

<smahoney@bellevueidaho.us>, Chris Johnson <cjohnson@bellevueidaho.us>, <rleahy@bellevueidaho.us>,

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<amccleary@co.blaine.id.us>, Dick Fosbury <dfosbury@co.blaine.id.us>, <mpomeroy@co.blaine.id.us>,

<<u>Governor@gov.idaho.gov</u>>, Heather Scott <<u>voteheatherscott@gmail.com</u>>

January 16, 2023

Mayor Bradshaw and City Councilors

City of Ketchum

Ketchum City Council Meeting of January 17, 2023

GENERAL PUBLIC COMMENT

Re:

Health and Safety concern about Contaminants in Cloud Seeding:

Pay for Snow - At what cost?

Dear Mayor and Councilors:

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

#### **Background**

How nice it has been to see the snow coming, and coming and coming. A banner year, some say. We have our Pray for Snow parties, but as it turns out, there is no need. We have Pay for Snow - and have had for quite some

time, they now say. After many years of silence, distraction, and denial, suddenly the mainstream reporting is telling us all about cloud seeding and how it has been going on for decades, including locally. See, for example, "Cloud Seeding: Will science be the answer to our snow prayers?" Sun Valley Magazine (Winter 2022/23).

# What is Cloud Seeding?

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

# **Pros of Cloud Seeding**

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

# Cons

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

### - Human toxicity

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

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

# - Toxicity to Environment including water and food supply

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

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

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

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

# The Rest of the Story

Evidence-based forensic analysts challenge the mainstream depiction of cloud seeding, of twin-engine Pipers flying into clouds with silver iodide-releasing flares attached to the wings, as misleading and not the predominant method of cloud seeding. They point out that in recent years our snow has been exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual

characteristics include: snow being extremely compacted and slick, making it dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and impact; snow charring rather than melting when exposed to flame; having a strange chemical odor; coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; being exceptionally difficult to push around and damaging heavy-duty snow removal equipment; and shrinking and sublimating directly to gas, bypassing the liquid state and often leaving little trace of melted water behind. Lots of snow maybe, but little to show for it. All of this begs the need for close scrutiny: What is in this stuff coming down?

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

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

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

#### A Call to Action

I respectfully submit that, given the serious threat represented by "cloud seeding" activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of toxicities in our snow and rain and to take

appropriate action to protect public health, safety and the environment. This is not a costly proposition and by doing so, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

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

Jim Hungelmann

Ketchum



# CITY OF KETCHUM MEETING MINUTES OF THE SPECIAL JOINT MEETING CITY COUNCIL & PLANNING AND ZONING COMMISSION Tuesday February 14, 2023

**CALL TO ORDER:** (00:00:30 in video #1)

Mayor Neil Bradshaw called to order at 4:30 p.m.

**ROLL CALL:** (00:01:00 in video #1)

**Neil Bradshaw** 

**Courtney Hamilton** 

Amanda Breen

Michael David-via zoom, arrived during presentation.

Jim Slanetz

**Neil Morrow** 

Susan Passovoy

Brenda Moczygemba

Tim Carter

Spencer Cordovano

#### **ALSO PRESENT:**

Morgan Landers - Director of Planning and Zoning

Abby Rivin - Senior Planner

Adam Crutcher – Associate Planner

Paige Nied - Associate Planner

Jade Riley – City Administrator

Lisa Enourato - Public Affairs & Administrative Services Manager

Aly Swindley - Management and Communications Analyst

Trent Donat - City Clerk

Heather Nicolai – Planning Technician

# <u>COMMUNICATIONS FROM COUNCIL AND PLANNING & ZONING COMMISSION:</u> (00:01:20 in video #1)

1. Public comments submitted.

#### **NEW BUSINESS**

2. Presentation by Superbloom and Rio ASE regarding updated concept design and summary of public open house results. Presenters: Stacy Passmore-Superbloom, Diane Lipovsky-Superbloom, Rob Richardson-Rio ASE & Ryan Santo-Wood River Land Trust (00:03:20 in video #1)

- 3. February 13th public open house results (01:00:40 in video #1)
- 4. Public Comment (01:06:30 in video #1)
  - Ryan Santo Wood River Land Trust (01:07:58 in video #1)
  - Bob Brennan (01:08:42 in video #1)
  - Virginia Johnson (01:15:01 in video #1)
  - Bob Burkheimer (01:15:01 in video #1)
  - Nick Maricich (01:20:23 in video #1)
  - Clare Swanger (01:22:53 in video #1)
  - Ritchey Craig-via zoom (01:25:14 in video #1)
  - Michael Conger-also representing neighbors Tom & Amy Hall (01:27:10 in video #1)
  - Mayor Neil Bradshaw- Closed Public Comment (01:33:15 in video #1)
- 5. Questions & Comments from City Council and Planning & Zoning Commission (01:33:20 in video #1)

City Council excused (02:15:40 in video #1), short break, Planning & Zoning Commission resumed (02:16:00 in video #1)

# CONSENT AGENDA PLANNING & ZONING: (02:16:05 in video #1)

6. **ACTION ITEM**: Approval of the January 31, 2023 Minutes

**Motion:** Motion made by Susan Passovoy to approve the January 31, 2023 Minutes; Seconded by Tim Carter. (02:17:05 in video #1)

Ayes: Neil Morrow, Susan Passovoy, Brenda Moczygemba, Tim Carter, Spencer Cordovano

Nays: None

- 7. **ACTION ITEM**: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the Appellation Hotel Design Review Amendment for the hotel project located at 300 E River Street (02:17:08 in video #1)
  - Commission questions & recommendations

**Motion:** Motion made by Tim Carter to approve the Findings of Fact, Conclusions of Law, and Decision for the Appellation Hotel Design Review Amendment for the hotel project located at 300 E River Street with the amendments we just discussed; Seconded by Susan Passovoy. (02:21:10 in video #1)

**Ayes:** Neil Morrow, Susan Passovoy, Brenda Moczygemba, Tim Carter, Spencer Cordovano **Nays:** None

- 8. **ACTION ITEM**: Recommendation to review and recommend approval of the 2nd Amendment to the Amended and Restated Development Agreement for the Appellation Hotel project located at 300 E River Street (02:21:30 in video #1)
  - Commission questions & recommendations

Motion: Motion made by Tim Carter to approve the 2nd Amendment to the Amended and

Restated Development Agreement for the Appellation Hotel project located at 300 E River Street with the requested clarification we just discussed regarding timing of issuance of building permit; Seconded by Brenda Moczygemba (02:31:21 in video #1)

Ayes: Neil Morrow, Susan Passovoy, Brenda Moczygemba, Tim Carter, Spencer Cordovano

Nays: None

# PUBLIC HEARING: (02:31:55 in video #1)

- 9. **ACTION ITEM**: Recommendation to Hold a Public Hearing, Review, and Approve the Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications for the 4th & Main Mixed-Use Development located at the northeast corner of Main and 5th streets (02:31:58 in video #1)
- Staff Report: Abby Rivin Senior Planner (02:32:10 in video #1)
- Commission Question for Staff: (02:43:10 in video #1)
- Architect: Peter Paulos, AIA with P H Architects LLC (02:44:00 in video #1)
- Commission Questions/Comments for Applicant & Staff (02:56:10 in video #1)
- Applicant Chris Ensign, principal, Solstice Homes (03:28:30 in video #1)
- Commission Questions/Comments for Applicant & Staff (03:28:55 in video #1)
- Public Comment (03:32:02 in video #1)
  - o None
- Commission Deliberations and Staff Recaps Commission's conditions of approval (03:32:20 in video #1)

**Motion:** Motion made by Tim Carter, "I move to approve Design Review Application File No. P22-043 for the 4th & Main Mixed-Use Development subject to conditions 1-11 plus two additional conditions and direct staff to return with findings of fact." Second by Brenda Moczygemba (00:03:30 in video #2)

Ayes: Neil Morrow, Tim Carter, Brenda Moczygemba, Susan Passovoy

Nays: Spencer Cordovano

**Motion:** Motion made by Tim Carter, "I move to recommend approval of Lot Consolidation Preliminary Plat Application File No. P22-043A to combine lots 1 and 2 within block 5 of Ketchum Townsite to the City Council subject to conditions 1 and 2 and direct staff to return with findings of fact." ." Second by Brenda Moczygemba (00:04:05 in video #2)

Ayes: Neil Morrow, Tim Carter, Brenda Moczygemba, Susan Passovoy

Nays: Spencer Cordovano

**Motion:** Motion made by Tim Carter, "I move to recommend approval of the Condominium Subdivision Preliminary Plat Application File No. P22-043B to the City Council subject to conditions 1-4 and direct staff to return with findings of fact." ." Second by Brenda Moczygemba (00:04:18 in video #2)

Ayes: Neil Morrow, Tim Carter, Brenda Moczygemba, Susan Passovoy

Nays: Spencer Cordovano

<b>ADJOURNMENT:</b>
Motion to adjourn
Mation made by

at 8:27 pm (00:04:46 in video #2) Motion made by Neil Morrow to adjourn the meeting; Seconded by Susan Passovoy. Ayes: Neil Morrow, Susan Passovoy, Tim Carter, Spencer Cordovano, Brenda Moczygemba Nays: None

Commissioner Neil Morrow Morgan Landers – Director of Planning & Building

Trent Donat, City Clerk

Mayor, Neil Bradshaw

# CITY OF KETCHUM MEETING MINUTES OF THE CITY COUNCIL





CALL TO ORDER: (00:00:25 in video)

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

#### **ROLL CALL:**

Mayor Neil Bradshaw Michael David Amanda Breen Courtney Hamilton Jim Slanetz

#### **ALSO PRESENT:**

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Lisa Enourato—Public Affairs & Administrative Services Manager
Morgan Landers—Director of Planning and Building
Adam Crutcher—Associate Planner
Aly Swindley—Management and Communications Analyst
Carissa Connelly—Housing Strategist
Bill McLauglin—Fire Chief, City of Ketchum
Michael Keith—Zions Public Finance (via teleconference)
John McDevitt—Skinner Fawcett LLP
Harry Griffith—Executive Director, SVED

#### **COMMUNICATIONS FROM MAYOR AND COUNCIL:** (00:00:53 in video)

- Amanda Breen gave an update on the Postal Service's P.O. Box charges in Ketchum (00:01:05 in video)
- Michael David commented on the business of Ketchum, and pedestrian activity, additionally asked that the Main Street scramble continues to be on the table. (00:03.18 in video)
- Mayor Neil Bradshaw brought to everyone's attention the late-night Mountain Ride schedule change. He also reminded everyone of the continuation of the remodel of Sun Valley Rd. and to follow the schedule on our website. (00:04:41 in video)

#### CONSENT AGENDA: (00:05:47 in video)

- Amanda Breen asked to pull items #8 and #13
- Courtney Hamilton asked to pull items #9 and #13

• Courtney Hamilton commented on #8 (00:06:27 in video)

Motion to approve consent agenda item #8 (00:07:15 in video)

**MOVER:** Courtney Hamilton **SECONDER:** Michael David

AYES: Michael David, Courtney Hamilton, Jim Slanetz

**RECUSED:** Amanda Breen

**RESULT: ADOPTED UNANIMOUS** 

- Courtney Hamilton commented and inquired about item #9 (00:07:36 in video)
- Council members and Mayor Bradshaw discussed item #9 (00:10:17 in video)
- Council members and Mayor Bradshaw discussed items #11-13 (00:14:20 in video)

Motion to approve consent agenda items 2-15 excluding #8 (00:18:04 in video)

**MOVER:** Jim Slanetz

**SECONDER:** Michael David

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

**RESULT: ADOPTED UNANIMOUS** 

**NEW BUSINESS:** (00:18:29 in video)

18. Update on Issuance of Wastewater Revenue Bonds

Presented by: Jade Riley, City Administrator (00:19:08 in video)

Joined by: Michael Keith—Zions Public Finance (via teleconference 00:19:56 in video)

John McDevitt—Skinner Fawcett LLP(00:32:53 in video)

Questions and comments and discussion by Council (00:37:23 in video)

**PUBLIC HEARING:** (00:51:54 in video)

16. Recommendation to hold a Public Hearing and approve the Creekbend Subdivision Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.

Presented by: Adam Crutcher, Associate Planner

Questions and comments and discussion by Council (00:52:38 in video)

Public Comment: (00:53:49 in video)

None

Public Comment Closed (00:53:04 in video)

Motion to approve Creekbend Subdivision Lot Line Shift & Final Plat & Findings of Fact,

**Conclusions of Law and Decision** (00:54:11 in video)

**MOVER:** Amanda Breen

**SECONDER:** Courtney Hamilton

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

**RESULT: ADOPTED UNANIMOUS** 

17. Recommendation to hold third reading and adoption of Ordinance #1244 amending Ordinance #1166 which provides for aLocal Option Tax (LOT) May election. Presented by: Jade Riley, City Administrator (00:54:42 in video)

**Public Comment:** (00:55:40 in video)

None

**Public Comment Closed** (00:55:55 in video)

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

<u>Public Comment Re-opened</u> (01:06:22 in video)

Spencer Cordovano—P & Z Commissioner (01:06:31 in video)

Public Comment Closed (01:09:00 in video)

Questions and comments and discussion by Council (01:09:33 in video)

Motion to hold third reading and adoption of Ordinance #1244 as amended per this discussion

mover: Courtney Hamilton

SECONDER: Amanda Breen

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

**RESULT: ADOPTED UNANIMOUS** 

Third Reading of Ordinance #1244 by title only: City Clerk and Business Administrator Trent

Donat (01:20:07 in video)

**Motion to approve Ordinance #1244** (01:20:49 in video)

**MOVER:** Courtney Hamilton **SECONDER:** Jim Slanetz

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

**RESULT: ADOPTED UNANIMOUS** 

**NEW BUSINESS CONTINUED:** (01:21:08 in video)

19. Update on process to evaluate potential Countywide Fire/EMS Consolidation Presented by: Bill McLaughlin—Fire Chief, City of Ketchum (01:21:38 in video)

Questions and comments and discussion by Council (01:33:30 in video)

Motion to endorse the City of Ketchum Staff participation and discussions on possible cooperative efforts between the County Fire and EMS Agencies including discussions on possible functional and operational consolidation or mergers. (01:42:42 in video)

**MOVER:** Courtney Hamilton **SECONDER:** Jim Slanetz

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

**RESULT: ADOPTED UNANIMOUS** 

20. Sun Valley Economic Development quarterly update

Presented by: Harry Griffith—Executive Director SVED (01:42:43 in video)

Joined by: Carissa Connelly—Housing Strategist (01:52:25 in video)

#### Questions and comments and discussion by Council (01:52:00)

21. Recommendation to review and provide feedback on the 2023 Planning and Building Department workplan and activities of the Historic Preservation Commission Presented by: Morgan Landers—Director of Planning & Building (01:56:00 in video) Joined by: Spencer Cordovano—HPC Chairperson (02:01:50 in video)

#### Questions and comments and discussion by Council (02:05:55)

22. Recommendation to approve first reading of Ordinance #1246 which provides for Idaho Power Franchise Agreement and Joint Clean Energy Cooperation Statement Presented by: Jade Riley—City Administrator (02:17:22 in video)

**Questions and comments by Council:** (02:25:00 in video)

**Motion to approve the first reading by title only of Ordinance 1246** (02:38:09 in video)

**MOVER:** Courtney Hamilton **SECONDER:** Amanda Breen

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

**RESULT: ADOPTED UNANIMOUS** 

**First Reading of Ordinance #1246 by title only:** City Clerk and Business Manager Trent Donat (02:38:25 in video)

#### **EXECUTIVE SESSION:**

23. Pursuant to Idaho Code 74-206(1)(d) to consider records that are exempt for disclosure as provided in Chapter 1, Title 74, Idaho Code.

Motion to go into Executive Session (02:39:51 in video)

**MOVER:** Jim Slanetz

**SECONDER:** Amanda Breen

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

**RESULT: ADOPTED UNANIMOUS** 

#### **ADJOURNMENT:**

Motion to adjourn at 6:55pm (02:40:20 in video)

**MOVER:** Courtney Hamilton **SECONDER:** Amanda Breen

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

**RESULT: UNANIMOUS** 

	Neil Bradshaw, Mayo
TTEST:	

 City of Ketchum
 Payment Approval Report - by GL Council
 Page: 1

 Report dates: 2/16/2023-3/1/2023
 Mar 01, 2023 12:04PM

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
01-3700-3600 REFUNDS & REIMBUL BARAGA, FALLON	RSEMENTS R 022323	PARK RESERVATION CANCELATION	170.00	
	K 022323	THAN RESERVATION CHINELETTION		
Total :			170.00	
ADMINISTRATIVE SERVICES				
01-4150-3100 OFFICE SUPPLIES & D	POSTAGE 125455	POS 10778- STAMP, NOTARY BOOK	95.65	
GEM STATE PAPER & SUPPLY	1089211	TISSUE	100.85	
GEM STATE PAPER & SUPPLY	1090613	TOWEL, CUPS, CREAMER	198.27	
GEM STATE PAPER & SUPPLY	1090613-01	CREAMER, COFFEE	324.64	
01-4150-4200 PROFESSIONAL SERV	VICES			
ALSCO - AMERICAN LINEN DIVI		191 5TH ST W	180.49	
BEST DAY HR	44972	PERSONNEL DISCUSSIONS & TEAM FACILITATIONS	3,317.46	
01-4150-5100 TELEPHONE & COMM	MUNICATIONS			
CENTURY LINK	2087264135862	2087264135862B 021323	947.72	
CENTURY LINK	2087265574240	2087265574240B 021323	61.55	
01-4150-5110 COMPUTER NETWOR	RK			
INTEGRATED TECHNOLOGIES	209782	CO00 CITY OF KETCHUM-02 022023	703.48	
01-4150-5150 COMMUNICATIONS				
SNEE, MOLLY	2304	FEBRUARY RETAINER FEE	5,000.00	
01-4150-5200 UTILITIES				
IDAHO POWER	2203990334 02		89.30	
IDAHO POWER	2206570869 02	2206570869 021123	5.31	
Total ADMINISTRATIVE SERVI	ICES:		11,024.72	
PLANNING & BUILDING				
01-4170-3200 OPERATING SUPPLIE	ES			
ATKINSONS' MARKET	04322695	VEGGIES, CHEESE, DELI MEAT, FRUIT, ETC	56.00	
ATKINSONS' MARKET	08609707	CHIPS, SODA, LA CROIX	47.24	
COPY & PRINT, L.L.C.	124994	POS 9799 -NAME PLATE	41.90	
NICOLAI, HEATHER	R 022223	TAG MEETNG LUNCH	174.50	
Total PLANNING & BUILDING:			319.64	
NON-DEPARTMENTAL				
01 4102 0020 CENTED AT EURID OR	CONTENCENCY			
01-4193-9930 GENERAL FUND OP. ( COPY CENTER LLC	2581	NOTICE POSTERS, OPEN HOUSE POSTERS, MAP POSTERS	1,038.00	

		Report dates: 2/16/2023-3/1/2023 Mar	01, 2023 12:04PM
Vendor Name	Invoice Number	Description Net Invoice Amount	Purchase Order Number
Total NON-DEPARTMENTAL:		1,038.00	_
FACILITY MAINTENANCE			-
01-4194-3200 OPERATING SUPPLIE	78		
CHATEAU DRUG CENTER	2671099	MOP HEAD, ODOR GENIE, MAGIC SOL 22.29	ı
GEM STATE PAPER & SUPPLY	1090719	BATH TISSUE 139.08	
01-4194-3500 MOTOR FUELS & LU	RRICANTS		
CHRISTENSEN INC.	1013271	38950 021523 750.73	
01-4194-5910 REPAIR & MAINT-491	I SV ROAD		
ALSCO - AMERICAN LINEN DIVI	LBOI2053460	491 E SUN VALLEY RD 137.89	
ALSCO - AMERICAN LINEN DIVI	LBOI2055246	491 E SUN VALLEY RD 137.89	
ALSCO - AMERICAN LINEN DIVI	LBOI2057036	491 E SUN VALLEY RD 137.89	
ALSCO - AMERICAN LINEN DIVI	LBOI2058864	491 E SUN VALLEY RD 137.89	
ALSCO - AMERICAN LINEN DIVI		491 E SUN VALLEY RD 137.89	
CENTURY LINK	2087250932035		
Total FACILITY MAINTENANC	E:	1,661.45	-
POLICE			-
01-4210-3500 MOTOR FUELS & LU	DDICANTS		
RIVER RUN AUTO PARTS	6538-187952	DIESEL EXH FLUID 28.95	
CHRISTENSEN INC.	1013284	39060 250.75	
01-4210-3620 PARKING OPS EQUIP			
CALE AMERICA, INC.	173612	ACTIVE METERS FEB 2023 169.05	
01-4210-5100 TELEPHONE & COMP CENTURY LINK		2087267848105B 142.18	
CLIVIORI LIIVR	2007207040103	2007207040103D	
01-4210-6000 REPAIR & MAINTA	7		
RIVER RUN AUTO PARTS	6538-188140	WINTER BLADE 33.90	- -
Total POLICE:		624.83	-
FIRE & RESCUE			
01-4230-4910 TRAINING EMS			
AIARE	58695	AVALANCHE RESCUE TRAINING 465.00	
01-4230-6000 REPAIR & MAINT-AU	TO EQUIP FIRE		
ALSCO - AMERICAN LINEN DIVI	LBOI2062448	SHOP TOWELS 15.20	l
RIVER RUN AUTO PARTS	6538-188017	DIESEL EXH FLUID & FUSE HOLDERS 22.27	
RIVER RUN AUTO PARTS	6538-188038	BATTERY & DIESEL EXHAUST FLUID 186.90	
RIVER RUN AUTO PARTS	6538-188046	BRAKE CONTROL 47.48	
01-4230-6010 REPAIR & MAINT-AU	TO EOUIP EMS		
ALSCO - AMERICAN LINEN DIVI	-	SHOP TOWELS 15.20	ı
RIVER RUN AUTO PARTS	6538-188017	DIESEL EXH FLUID & FUSE HOLDER 22.28	
RIVER RUN AUTO PARTS	6538-188038	BATTERY & DIESEL EXHAUST FLUID 186.90	
RIVER RUN AUTO PARTS	6538-188046	BRAKE CONTROL 47.47	
<b>01-4230-6900 OTHER PURCHASED</b> ESO SOLUTIONS INC.	SERVICES FIRE ESO-97639	CAD EMS & FIRE PACKAGE 402.08	

Report dates. 2/10/2025-5/1/2025		TVICE .	01, 2023 12.04FWI	
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
RAVEN ELECTRONICS CORPORA	29830	FIRMWARE UPGRADE	26.50	
01-4230-6910 OTHER PURCHASED	SERVICES EMS			
ESO SOLUTIONS INC.	ESO-97639	CAD EMS & FIRE PACKAGE	402.08	
RAVEN ELECTRONICS CORPORA	29830	FIRMWARE UPGRADE	26.51	
Total FIRE & RESCUE:			1,865.87	
STREET				
01-4310-3200 OPERATING SUPPLIE	ES			
BUSINESS AS USUAL INC.	160992	CALENDAR, INK, MAGIC ERASER, REPORT COVER	100.90	
D & B SUPPLY INC.	28337	PANTS AND WINTER BOOTS	419.96	
GEM STATE PAPER & SUPPLY	1089314-03	DESK CALENDAR	6.80	
GEM STATE PAPER & SUPPLY	1091098	PAPER TOWELS	139.34	
NAPA AUTO PARTS	136821	OIL DRY AND SHOP TOWELS	38.92	
01-4310-3400 MINOR EQUIPMENT				
A.C. HOUSTON LUMBER CO.	2302-542750	BLADE RECIP CARBIDE TIP 9IN	16.99	
01-4310-3500 MOTOR FUELS & LUI	BRICANTS			
CHRISTENSEN INC.	1013170	37269 021523	4,831.25	
01-4310-4200 PROFESSIONAL SERV				
WESTERN STATES CAT	IN002296546	WINTER 22-23 DOZER RENTAL	6,938.50	23019
01-4310-5200 UTILITIES				
IDAHO POWER	2204882910 02	200 E 10TH ST	684.52	
01-4310-6100 REPAIR & MAINTM	ACHINERY & E	Q		
A.C. HOUSTON LUMBER CO.	2302-543090	FASTENERS	24.83	
NAPA AUTO PARTS	136645	WHEEL SEAL	269.96	
NAPA AUTO PARTS	136956	MUD FLAPS	90.56	
NAPA AUTO PARTS	137437	GEAR OIL	191.96	
01-4310-6910 OTHER PURCHASED	SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI2060221	200 10TH ST	41.64	
TREASURE VALLEY COFFEE INC	2160:08859929	COFFEE, CREAM	96.75	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200059315 02	2200059315 021023	5.31	
IDAHO POWER	2200506786 02	2200506786 021023	15.97	
IDAHO POWER	2201174667 02	2201174667 021023	16.88	
IDAHO POWER	2202627564 02	2202627564 021023	29.17	
IDAHO POWER	2204882910 02	STREET LIGHTS	677.29	
IDAHO POWER	2205963446 02	2205963446 021023	108.53	
IDAHO POWER	2224304721 02	2224304721 021023	5.31	
01-4310-6950 MAINTENANCE & IM	PROVEMENTS			
SAGE SUPPLY INC	23-38765	ASPHALT COLD PATCH	1,212.40	
Total STREET:			15,963.74	
RECREATION				
01-4510-3250 RECREATION SUPPLI	IES			
COLOR HAUS, INC.	119257	SAMPLE BASE PAINT	25.88	

	Report dates. 2/10/2025 5/1/2025	17141	
ce Number	Description	Net Invoice Amount	Purchase Order Number
ON SUPPL	Y		
2693	OLIVE OIL, CHOC CHIPS, EGGS	24.37	
6573	POTATO BAKERS, ORANGES	24.31	
3290	ORANGES, APPLES, PUMPKIN, MILK, BANANA	64.01	
ANTS			
65-1	Propane	29.82	
169	37268	200.19	
	NAME OF STREET, DESCRIPTION	565.00	
4	FURNACE CHECK/REPAIR	565.20	
313446 02	2203313446 021023	5.31	
		939.09	
		33,607.34	
}			
2023	PROFESSIONAL SERVICES- WAGON DAYS 2023	4,642.50	23063
23	MUSICIANS-WAGON DAYS 2023	6,250.00	23068
S:		10,892.50	
		10,892.50	
)			
}	FIRST DUE SUITE OUOTE 1545132000046065044	11.300.00	23055
	(		
		11,300.00	
<b>(S)</b>	W630-FLEXGATE SERVICE SOFTWARE	975.00	23057
	WOOD FELIXOTTE SERVICE SOFT WARE		23037
MENT FD:		12,275.00	
1	2023 BASE CONTINUING DISCLOSURE FEE	2,500.00	
S:		2,500.00	
		2,500.00	
	ON SUPPL 2693 6573 3290 ANTS 65-1 169 4 313446 02 5 5 6 5 6 6 URES: MENT FD:	ON SUPPLY 2693 OLIVE OIL, CHOC CHIPS, EGGS 6573 POTATO BAKERS, ORANGES 3290 ORANGES, APPLES, PUMPKIN, MILK, BANANA NATS 65-1 Propane 169 37268  4 FURNACE CHECK/REPAIR 313446 02 2203313446 021023  2023 PROFESSIONAL SERVICES- WAGON DAYS 2023 MUSICIANS-WAGON DAYS 2023 3:  FIRST DUE SUITE QUOTE 1545132000046065044  E.  189 W630-FLEXGATE SERVICE SOFTWARE URES: MENT FD:  2023 BASE CONTINUING DISCLOSURE FEE	Description   Net Invoice Amount

		Report dates. 2/10/2023-3/1/2023	Iviai	01, 2023 12.04FM
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
CITY/COUNTY HOUSING				
CITY/COUNTY HOUSING EXPENS	E			
54-4410-4200 PROFESSIONAL SERV	VICES			
ATKINSONS' MARKET	08610219	RPURP PLATES	9.49	
BUSINESS AS USUAL INC.	160992	NAME BADGE, POSTITS	24.45	
CONNELLY, CARISSA	022823.2	GROUNDEDSOLUTIONS MEMBERSHIP	840.00	
BLAINE COUNTY CHARITABLE	1043	RENTAL ASSITANCE	45,000.00	
WILLIAMS FAMILY TRUST	022523	BIGWOOD CINEMAS UTILITIES-JANUARY 2023	711.89	
54-4410-4215 LEASE TO LOCALS P	ROF SERVICES	LANDING LOCALS LEASE TO LOCALS DROCDAM	7 500 00	22120
LANDING, INC.	1409	LANDING LOCALS LEASE TO LOCALS PROGRAM	7,500.00	22120
54-4410-4220 EMERGENCY HOUSE	NG			
CONNELLY, CARISSA	022823	REIMBURSEMENT-LOCK BOX, FIRST AID DUPPLIES, EXTENSIONS CORDS, LIGHTBULBS	492.40	
Total CITY/COUNTY HOUSING	EXPENSE:		54,578.23	
Total CITY/COUNTY HOUSING	:		54,578.23	
WATER FUND				
63-3700-3600 REFUNDS & REIMBU	RSEMENTS			
BOE, GRETCHEN	022823	UTILITY REFUND-ACCT 230	17.49	
Total:			17.49	
WATER EXPENDITURES				
63-4340-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	86554	Statement Processing for Utility Billing	611.46	
63-4340-3200 OPERATING SUPPLIE	ES			
ALSCO - AMERICAN LINEN DIVI	LBOI2062025	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2062027	110 RIVER RANCH RD - WATER	60.59	
TREASURE VALLEY COFFEE INC	2160 08838484	SQWINCHER STIX	60.50	
63-4340-3500 MOTOR FUELS & LU	BRICANTS			
CHRISTENSEN INC.	1013172	37271 - Water Dept	181.73	
63-4340-5100 TELEPHONE & COM	MUNICATIONS			
CENTURY LINK	2087250715 19	2087250715 195B - WATER	127.93	
63-4340-5200 UTILITIES				
DIG LINE	0070817-IN	Monthly Fee	35.90	
Total WATER EXPENDITURES:			1,102.37	
Total WATER FUND:			1,119.86	
WATER CAPITAL IMPROVEMENT WATER CIP EXPENDITURES	FUND			
64-4340-7500 AUTOMOTIVE EQUII	PMENT			
MOUNTAIN HOME AUTO RANCH	39129	F-350 SRW XL 4WD 60" CA SUPER CAB TRUCK	35,705.81	23058

		Report dates: 2/16/2023-3/1/2023	ıvıdı -	1, 2023 12:04PM	
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	
Total WATER CIP EXPENDITU	RES:		35,705.81		
Total WATER CAPITAL IMPRO	VEMENT FUND:		35,705.81		
VASTEWATER FUND					
5-3700-3600 REFUNDS & REIMBU		WENTEN DEED DO A COST 220	42.57		
BOE, GRETCHEN	022823	UTILITY REFUND-ACCT 230	43.57		
Total:			43.57		
VASTEWATER EXPENDITURES					
<b>5-4350-3120 DATA PROCESSING</b> BILLING DOCUMENT SPECIALIS	86554	Statement Processing for Utility Billing	611.47		
5-4350-3200 OPERATING SUPPLIE		MARKET STATE			
ALSCO - AMERICAN LINEN DIVI		110 RIVER RANCH RD - ADMIN	24.26		
ALSCO - AMERICAN LINEN DIVI		110 RIVER RANCH RD - WASTEWATER	136.40		
ATKINSONS' MARKET	06652375	Tea	14.23		
UPS STORE #2444	MMN7FR55A	WATER SAMPLES	15.57		
UPS STORE #2444	MMN7FR5JY	WATER SAMPLES	14.87		
5-4350-3500 MOTOR FUELS & LU CHRISTENSEN INC.	BRICANTS 1013171	37270 - Wastewater	195.81		
5-4350-3800 CHEMICALS THATCHER COMPANY, INC.	2023100107600	ALUMINUM SULFATE	7,858.58	23004	
ROOTX	74481	Grease-X Biozyme Loose (Bulk) 22lb pails	304.20	23004	
ROOTA	74401	Glease-A Biozylie Loose (Burk) 2210 pans	304.20		
5-4350-4200 PROFESSIONAL SER					
BANYAN TECHNOLOGY INC.	20994	SERVICE AGREEMENT FOR 2022-2023	9,527.00	23051	
5-4350-5100 TELEPHONE & COM VERIZON WIRELESS	MUNICATIONS 9927498333	965494438 WASTEWATER DEPT	66.01		
	7721470333	703474430 WASTE WATER DELT	00.01		
<b>5-4350-5200 UTILITIES</b> IDAHO POWER	2202158701 02	2202158701 SEWER PLANT	14,798.01		
5-4350-6000 REPAIR & MAINT-AU	TO EQUIP				
NAPA AUTO PARTS	137140	WINDSHIELD WASH, ANTIFRZE	57.51		
NAPA AUTO PARTS	137424	HOOD LIFT SUPPORT	37.70		
NAPA AUTO PARTS	137563	THERMOSTAT HOUSING GASKET & O-RING	13.83		
5-4350-6100 REPAIR & MAINT-M.	ACH & EQUIP				
A.C. HOUSTON LUMBER CO.	2302-544415	MASONRY DRILL BIT	6.65		
NAPA AUTO PARTS	137613	THERMOSTAT HOUSING GASKET	4.94		
VEOLIA WATER TECHNOLOGIES	23000021 RM	CREDIT FOR INVOICE #22005395 RI 05000	2,307.05-		
5-4350-6900 COLLECTION SYSTE					
DIG LINE	0070817-IN	Monthly Fee	35.90		
CHRISTENSEN INC.	1013171	37270 - Wastewater	96.17		
VERIZON WIRELESS	9927498333	965494438 WASTEWATER COLLECTIONS DEPT	41.55		
Total WASTEWATER EXPEND	ITI IDEC.		31,553.61		

City of Ketchum	Payment Approval Report - by GL Council	Page: 7
	Report dates: 2/16/2023-3/1/2023	Mar 01, 2023 12:04PM

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total WASTEWATER FUND:			31,597.18	
PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITUR	ES			
93-4900-5910 WARM SPRINGS PRE	SR-RESTORATI	ON		
COPY CENTER LLC	2581	NOTICE POSTERS, OPEN HOUSE POSTERS, MAP POSTERS	312.00	
COPY CENTER LLC	2594	WSP MAILERS, MAP, POSTERS	2,201.39	
STUDIO SUPERBLOOM, LLC	WSP-006	TASK ORDER : MASTER PLANNING WARM SPRINGS PRESERVE	35,347.50	22107
Total PARKS/REC TRUST EXPI	ENDITURES:		37,860.89	
Total PARKS/REC DEV TRUST	FUND:		37,860.89	
Grand Totals:			220,136.81	

# Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

 $[Report]. GL\ Account\ Number = "01100000000" - "9648008200", "99100000000" - "9911810000"$ 

Invoice Detail.Voided = No,Yes



# City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

# Recommendation to Approve Professional Services Contract #23048 with BD Consulting, LLC for Financial Services

# **Recommendation and Summary**

Staff is recommending the Council approve a contract with BD Consulting, LLC and adopt the following motion:

"I move to approve contract #23048 with BD Consulting, LLC for financial services with a not-to-exceed amount of \$25,000."

#### **Introduction and History**

BD Consulting, LLC assisted city staff during FY21 and FY22 in the creation of the five-year Capital Improvement Plan and development of the long-term water and wastewater forecast models. Going forward, BD Consulting would (1) update city Development Impact Fee methodology as required by state law and (2) complete a fee analysis for the Planning and Building department; and (3) miscellaneous financial analysis projects.

#### Sustainability

No direct impact.

#### **Financial Impact**

This contract can be funded via the Professional Services budget. The hourly rate for services shall be billed at \$85 per hour for miscellaneous financial needs and \$150 per hour for work associated with impact fees.

#### Attachment

Attachment A: Proposed Contract #23048.1



#### **CITY OF KETCHUM CONSULTANT SERVICES AGREEMENT #23048.1**

THIS AGREEMENT is made effective March 6, 2023, between the City of Ketchum, "Ketchum", and BD Consulting LLC. Ketchum and BD Consulting LLC are sometimes hereinafter referred to, individually, as a "Party" or, collectively, as the "Parties."

#### 1. PARTIES

- **1.1** <u>City of Ketchum</u>. The City of Ketchum is duly organized and existing under the laws of the State of Idaho and is empowered to enter into contracts as may be deemed necessary for City operations.
- **1.2 BD Consulting LLC**: BD Consulting LLC is a business registered in the state of Idaho. Brent Davis is President of the organization.

#### 2. ENGAGEMENT OF CONSULTANT

- **2.1** Engagement. Ketchum engages BD Consulting LLC and BD Consulting LLC agrees to work for Ketchum, on the terms and conditions set forth in this Agreement.
- **2.2** <u>Services.</u> BD Consulting LLC shall perform financial services as determined by Ketchum, at the direction of City Management on a task order basis. BD Consulting LLC shall have ready access to the City data necessary to perform the services.
- **2.3** <u>Term.</u> The term of this agreement commences on the effective date and expires when either party terminates the agreement.
- **2.4** <u>Fees for Services.</u> The hourly rates for services shall be billed at \$85 per hour for miscellaneous financial needs and \$150 per hour for work associated with impact fees. Total fees for Services shall not exceed \$25,000 annually (fiscal year) without additional City approvals.
- **2.5** Independent Contractor. BD Consulting LLC is an independent contractor and shall not be considered an employee by the City of Ketchum. BD Consulting LLC shall not be required to devote its full time to the performance of the Services. Ketchum shall not provide any insurance coverage of any kind for BD Consulting LLC, and the City of Ketchum will not withhold any amount that would normally be withheld from an employee's pay.
- 2.6 Payment of Taxes; Employee Benefits. As an independent contractor, BD Consulting LLC agrees:
   (i) to be solely responsible for all federal, state, and local payment, withholding, and filing requirements for payroll, income, self-employment, retirement, disability, or unemployment

taxes, assessments, or regulations, and (ii) is not eligible for any vacation, sick leave, pension, insurance, or other benefit now or in the future.

#### 3. CONFIDENTIAL INFORMATION; HOLD HARMLESS

- **3.1** Confidential Information. "Confidential Information" is information that relates to a Party's operations, development, or business affairs, but does not include information which is generally known to the public. BD Consulting LLC hereby acknowledges that during the performance of this Agreement BD Consulting LLC may learn of or receive Confidential Information belonging to the City of Ketchum and hereby confirms that all such Confidential Information will be kept confidential by BD Consulting LLC, except to the extent that such information is required to be divulged to third persons to enable BD Consulting LLC to perform the Services.
- **3.2** Limited Warranty and Liability; Hold Harmless. BD Consulting LLC holds the City of Ketchum harmless and its representative and agents harmless from and against any and all loss, liability, obligation, damage, claim, cost or expense, including, without limitation, attorney's fees and disbursements, of any kind or nature which may be imposed on, incurred by or asserted against the City of Ketchum, in any way relating to or arising out of this Agreement, the non-performance and/or the performance of BD Consulting LLC hereunder.

The City of Ketchum will be solely responsible for the action of Ketchum's officials and employees acting in their official capacity on Ketchum's performance obligations under this Agreement.

#### 4. GENERAL PROVISIONS.

- 4.1 Mediation. All claims and disputes relating to this Agreement shall first be subject to mediation, prior to either party filing an action in a court of law. Any party shall have the right to begin the process by giving the other party a written notice requesting mediation and describing the issues involved. The parties agree to appoint and equally share the cost of a mutually acceptable mediator within thirty (30) days after notice. The mediation shall occur within thirty (30) days after the selection of the mediator, unless the parties agree otherwise. Nothing in this paragraph will prevent either party's right to a trial or trial by jury in a court of law should mediation not be successful.
- **4.2 Entire Agreement.** This Agreement constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.
- **4.3** Governing Law, Jurisdiction, and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Blaine County is the proper venue.
- **4.4 Notices.** Notices hereunder shall be sent to the Parties as follows:

If to City of Ketchum:

Attn: Jade Riley, City Administrator

191 5<sup>th</sup> Street West Ketchum, ID 83340

If to BD Consulting LLC:
Attn: Brent Davis
182 S 3<sup>rd</sup> W
Rigby, ID 83442

- **4.5** Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.
- **Modification.** No person has the authority to modify the terms hereof, to make any agreements, representations or promises unless the same are contained herein or added by written instrument attached hereto and duly approved by the City of Ketchum and BD Consulting LLC.
- **4.7** Severability. The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.
- **4.8** <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date and year first above written.

City of Ketchum	BD Consulting LLC	
By: Neil Bradshaw, Mayor	By: Brent Davis, President	
Attest:		
By: Trent Donat, City Clerk		



# **CITY OF KETCHUM**

PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER BUDGETED ITEM? \_\_\_Yes\_\_\_\_No

PURCHASE ORDER - NUMBER: 23048.1

To: 5780 BD CONSULTING LLC 182 S 3RD W RIGBY ID 83442 Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/02/2023	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	FINANCIAL CONSULTING SERVICES	01-4150-4200	25,000.00	25,000.00
			HIPPING & HANDLING	0.00
		5		
			TOTAL PO AMOUNT	25,000.00



March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

# Recommendation to Approve Maintenance Agreement #22832 with Blaine County School District No. 61

## **Recommendation and Summary**

Staff recommends the Council approve Maintenance Agreement #22832 with Blaine County School District for maintenance services at Hemingway Elementary STEAM School.

"I move to approve Maintenance Agreement #22832 with Blaine County School District No. 61."

### Introduction and History

The city's Facilities Maintenance Department performs various maintenance tasks throughout the year at the STEAM School, which include mowing, irrigation repairs and maintenance, removal of trash, spring and fall clean up, tree care, etc. The 2022 costs for the maintenance activities total \$47,525.

The Recreation Department utilizes, manages and rents the fields at the STEAM School for the following activities: After-school program, coed soccer, coed softball, picnic shelter rental, lacrosse and Sun Valley Soccer Club, Blaine County Recreation District and Girls on the Run activities. The revenue generated from these uses totaled \$30,385 in 2022.

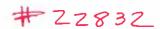
The maintenance agreement amount of \$17,500, plus a \$700 allowance for irrigation repairs, will cover the difference in the costs and revenue generated at the property.

# Financial Requirement/Impact

None.

#### Attachment

Contract #22832



# CONTRACT FOR SERVICES BETWEEN BLAINE COUNTY SCHOOL DISTRICT NO. 61 AND CITY OF KETCHUM

THIS	CONTRACT FOI	R SERVICES,	(hereinafter referred to as "Contract") made and
entered into	effective this	_day of	, 2023, by and between the Blaine County
School Distric	et No. 61, an Idah	o political s	subdivision (hereinafter referred to as "BCSD") and City
of Ketchum (a	also referred to a	s "Contract	tor"), an Idaho municipal corporation, both referred to
as "Party" or	"Parties".		

### **FINDINGS**

- 1. Whereas, the BCSD is a body corporate and politic pursuant to Idaho Code Section 33-310, duly organized under the laws of the State of Idaho.
- 2. Whereas, the BCSD owns and operates the Ernest Hemingway STEAM School located at 111 8<sup>th</sup> Street West, Ketchum, Idaho 83340.
- 3. Whereas, the City of Ketchum is an Idaho municipal corporation, duly organized under the laws of the State of Idaho, including but not limited to Title 50, Idaho Code.
- 4. Whereas, the Parties desire to enter into this Contract for the provision of services as herein described. This Contract is entered in the spirit of friendship, and mutual interests in cooperation to promote educational, cultural, and recreational collaboration.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between BCSD and City of Ketchum as follows:

- 1. City of Ketchum agrees to provide the following, hereinafter "Services":
  - a. City of Ketchum will provide grounds and lawn maintenance for Ernest Hemingway STEAM School that includes:
    - i. Weekly mowing for six months
    - ii. Irrigation repairs and testing
    - iii. Fertilizer
    - iv. Tree Care
    - v. Irrigation Water
    - vi. Irrigation system blow-outs and winterization
    - vii. Spring and fall cleanup
    - viii. Miscellaneous materials up to \$700 per year
    - ix. Playground clean up on a weekly basis
    - x. Trash cleanup on a weekly basis
    - xi. Weed trimming on a weekly basis

610.01:01035880.1

**CONTRACT FOR SERVICES - 1** 

- b. Coordination of press associated with this Contract will be provided by both parties.
- c. Any use of photo or video of students conducting activities on school grounds must have permission from the parent/guardian of the student.
- 2. Contractor agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, and all necessary equipment and facilities required to provide the Services as set forth in this Contract.
- 3. <u>Term.</u> The term of this Contract shall commence on April 1, 2023, and shall terminate on March 31, 2024, unless otherwise extended in writing. A joint evaluation of this Contract will be initiated by the Parties' designated representatives by February 1 of each year. Following the evaluation, the parties may be renewed and resigned in writing on a year-to-year basis.
- 4. <u>Consideration</u>. BCSD will pay to Contractor the amount of \$17,500 to be paid as follows: City of Ketchum will prepare an invoice on or around April 1 that will be submitted to BCSD Business Office for these payments.
- 5. <u>Insurance</u>. During the pendency of this Contract, Contractor shall carry liability insurance that meets or exceeds the liability of the BCSD under state or federal laws.
- 6. <u>Termination</u>. The parties may terminate this Contract immediately upon written notice with or without cause. In the event of such termination, BCSD shall have no further responsibility to make any payment under this Contract beyond the amount reasonably proportionate to services received as of the date of termination.
- 7. <u>Equal Employment Opportunity</u>. Contractor covenants that it shall not discriminate against any patron, employee or applicant for employment because of race, religion, disability, color, sex, or national origin.
- 8. <u>Independent Status</u>. The parties acknowledge and agree that Contractor shall provide its services for the fee specified herein in the status of independent, and not as an employee of BCSD. Contractor shall create, direct, and control its own means and methods of performing this Contract. Contractor and its agents, members, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of BCSD.
- Sole Responsibility. Any contractual obligation entered into or assumed by Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Contract, shall be the sole responsibility of Contractor.

610,01:01035880.1 CONTRACT FOR SERVICES - 2

- 10. <u>Non-Assignment</u>. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of BCSD.
- 11. <u>Mediation</u>. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, upon request of one or both parties, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho.

### 12. Miscellaneous Provisions.

- a. <u>Authority</u>. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
- b. <u>Paragraph Headings</u>. The headings in this Contract 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 Contract or any of the provisions of the Contract.
- c. <u>Provisions Severable</u>. Every provision of this Contract 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 Contract.
- d. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- e. <u>Successor and Assigns</u>. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- f. <u>Entire Contract</u>. This Contract 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.
- g. <u>Governing Law</u>. This Contract shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- h. <u>Preparation of Contract</u>. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.

610.01:01035880.1 CONTRACT FOR SERVICES - 3

- i. <u>No Waiver</u>. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- j. <u>Amendment</u>. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- k. <u>Notices</u>. Notices shall be provided as follows by personal delivery or certified US Mail prepaid, return receipt requested:

To BCSD:	Blaine County School District Attn: Business Manager 118 West Bullion Street Hailey, Idaho 83333
To Contractor:	City of Ketchum Attn:

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

#### **SIGNATURES:**

Blaine County School District No. 61	Contractor:
By: Jours	
Its: Suprishing	City of Ketchum
Viele Diterine	
Attest: Vicki Pitcairn	By:
Clerk of the Board of Trustees	
	lts:
	Attest:
	Clerk of the City of Ketchum



# City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

## Recommendation to approve Contract #23067 with Micky and the Motorcars for Wagon Days Street Party

### **Recommendation and Summary**

Staff recommends Council authorize the mayor to sign an Agreement with the Wagon Days artist who will perform at the Street Party following the Big Hitch Parade at the Wagon Days Weekend celebration. Staff also recommends Council authorize payment of the 50% deposit required in contract.

"I move to approve Contract #23067 with Micky and the Motorcars for Wagon Days Street Party."

The reasons for the recommendation are as follows:

- The reasons for the recommendation are as follows:
- This is Wagon Days' 66th year.

#### Introduction and History

Wagon Days Weekend is the City of Ketchum's premier event and is in its 66th year. In 2016, the city added a Street Party to the list of activities, which takes place after the parade. The Street Party had very good attendance, keeping people in town longer to enjoy the day and visit local businesses and restaurants after the parade. This event also helps minimize traffic flow. The city has hosted appearances by Lucas Nelson in 2017, The Last Bandoleros in 2018, Brandon Lay in 2019, and Chayce Beckham in 2022.

The city will also provide a stage, sound, engineer and backline for the band. Once the offer is accepted, staff will share the details of the contract and information on the artist with City Council.

#### **Financial Impact**

All costs will be funded through the FY23 events budget and donations to the series.

#### Attachments:

Contract #23067

1305 Clinton Street, Suite 210 Nashville, TN 37203 P: 615-457-2414 | F: 615-457-1659



# Contract # 23067

#### Artist Name: Micky and the Motorcars

This CONTRACT is made by and between Micky and the Motorcars (hereinafter referred to as "Artist") and City of Ketchum (hereinafter referred to as "Purchaser"). Both parties are aware that Red 11 Music is acting as the agent between both parties. This contract is to be signed by Purchaser and returned to Red 11 Music, WITHIN 14 DAYS OF ISSUE DATE ALONG WITH A 50% DEPOSIT MADE PAYABLE TO Red 11 Music, and this contract shall consist of all provisions listed below as well as any attachments.

> \*ANY AND ALL RIDERS ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT\*\* This contract may become void at the AGENT'S discretion if PURCHASER fails to return contract and deposit by stated due date.
>
> PLEASE RETURN CONTRACTS SIGNED VIA EMAIL, FAX OR BY MAIL TO Red 11 Music.

Show Date: 09/02/2023 Saturday

Venue: Wagon Days

Venue Address: 480 East Ave

Ketchum, ID 83340

Venue Contact: Eryn Alvey

Venue Phone: 208.727.5077

Venue Fax:

Venue Email: ealvey@ketchumidaho.org

Venue Website: https://www.wagondays.net/contact

Buyer Name: City of Ketchum

Buyer Email: ealvey@ketchumidaho.org

Buyer Phone: 208.727.5077

Buyer Cell: 408.761.6955

**Production Contact:** 

Production Phone:

**Production Email:** 

Number Of Sets: 1

Number Of Shows: 1 Show Lineup: n/a

Curfew: per advance

Hotels: 3 double rooms

Performance Time: per advance

Set Length: 90 min

Time of Doors: per advance

Billing: Wagon Days

Position: Headline

Type of Show:

Type of Engagement:

**Building Capacity:** 

Outdoor: No

Covered: No

Age Limit: AA

Soft Merch: Artist %: 100

House %: 0

Music Merch: Artist %: 100

House %: 0

Who Sells: Artist Tax %: 0.000

Ticket Scaling			Terms				
	TICKETS	COMPS	PRICE	EXTENDED	Guarantee:	\$12,500.00	
					Stipulations :	flat fee.	
Gross tix	0	0		\$0.00	Deposit 1:	\$6,250.00	
Net Tix	0				Deposit 1 Due :	03/10/2023	
Average tix	\$0.00				Deposit I Due .	03/10/2023	

Deposits are to be made payable to: Red 11 Music by Cashier's/Certified Check, Money Order, Company Check OR Bank Wire. BALANCE is due UPON DEMAND day of show in Cash or Cashier's Check and made payable to ARTIST. NO PERSONAL CHECKS WILL BED ACCEPTED.

Additional Provisions on Contract: Buyer to provide professional sound/lights, hot meal for band/crew and mutually agreed upon artist rider. Any and all comp tickets used for promotion must be approved by artist management. All support must be approved by Red 11 Music. Buyer agrees to provide a marketing & advertising plan and any ad mats for artist management approval direct to artist management and/or Red 11 Music PRIOR TO any agreed upon announce date and/or on sale date.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

Purchaser: City of Ketchum

Artist: Micky and the Motorcars

Signatory: Neil Bradshaw

Signatory: Gary Braun

Signature : \_ Phone: 208.727.5077

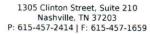
Signature: Yary Braun

Cell Phone: 408.761.6955

Email: ealvey@ketchumidaho.org

Page 1/3

45





#### **Additional Terms and Conditions**

PAYMENT - All deposits stated herein must be sent within 14 days of issue date in the form of a cashiers/business check to Red 11 Music and be made paya le to Red 11 Music.

All day of show payments must be made immediately prior to first performance in the form of cash or cashier's check or company check to PRODUCER/ARTIST's representative unless otherwise agreed upon in advance.

Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER/ARTIST in CASH ONLY immediately following the show. When the PRODUCER/ARTIST is to e paid ased upon a percentage and/or expenses are factored into the wage agreed, the PURCHASER shall provide:

- A) Printer's manifest and a box office statement signed by PURCHASER
- B) PRODUCER's representative shall have access to box office at all times during performance
- C) Verification of all expenses relating to the show (invoices, receipts, ad schedules, logos, etc.)
- D) A final accounting of all gate receipts

\*\*\*All shall be presented in an organized manner upon final settlement with PRODUCER/ARTIST's representative. TICKET PRICE/VENUE CAPACITY - PURCHASER shall not raise the ticket price or increase the venue capacity as set forth in section elow. If ticket price or venue capacity increases, 100% of excess revenue generated from the unauthorized increase will e paid in full to PRODUCER/ARTIST in cash immediately upon the completion of the performance. If the ticket price or capacity is lower than stated on the face of this contract, PURCHASER shall make up the difference and the difference shall e paid in cash in full upon completion of show.

CANCELLATION - Unless otherwise stipulated to in writing, PURCHASER agrees that PRODUCER may cancel the engagement hereunder without lia ility y giving the PURCHASER at least sixty (60) days notice prior to the day of show. PRODUCER shall also have the right to terminate this a greement without lia ility in the event PURCHASER fails to sign and return this Contract within 14 days of issue date of Contract.

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER/ARTIST shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to PRODUCER y PURCHASER, and PURCHASER shall remain lia le to PRODUCER for the agreed price herein set forth. In addition, if, on or efore the date of any scheduled performance, PURCHASER has failed, neglected, or has een impaired or is in PRODUCER'S opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith.

If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER y PURCHASER and PURCHASER shall remain lia le to PRODUCER for the agreed price herein and forth.

FORCE MAJEURE - In the event that ARTIST is unable/prevented from performance due to serious illness, accidents or accidents to means of transportation, civil tumult, strike, riots, epidemics, war conditions or similar circumstances, acts of God, or any other legitimate condition eyond their control, it is understood and agreed that there shall e no claim for damages y PURCHASER and PRODUCER'S o ligations as to such performance shall e deemed waived.

OUTDOOR ENGAGEMENTS - For outdoor engagements where performance is deemed impossible, infeasible, or unsafe, PURCHASER will provide an alternative indoor performance location. PRODUCER/ARTIST is to e paid the full contract price "rain, shine, or inclement weather" and regardless of stage location.

PERFORMANCE RECORDINGS - No performance of the engagement shall be recorded, broadcast, televised, photographed, transmitted, or reproduced in any manner or y any means whatsoever without written permission y ARTIST or management.

RELATIONSHIP - The relationship between PRODUCER/ARTIST and PURCHASER is that of independent contractors. Nothing in this contract is intended to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither part shall represent itself to third parties as such.

INSURANCE/INDEMNITY - PURCHASER shall provide, at its sole cost, Commercial General Lia ility insurance covering any claims, lia ilities, or losses directly or indirectly resulting from injuries to any person (including odily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall e in the amount required y the venue ut shall not e less than \$1,000,000 aggregate and \$1,000,000 per event. Said insurance shall e in full force and effect at all times. ARTIST shall provide same insurance coverage. PURCHASER shall provide ARTIST with a copy of the Certificate of Insurance no less than 14 days prior to the performance. ARTIST shall indemnify and hold harmless PURCHASER and its directors, agents and employees free, clear an harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of ARTIST or its respective agents, employees or contractors in any way connected with or arising out of any accident.

BREACH/DISPUTES - In case of breach of contract by PURCHASER, PURCHASER agrees to pay the compensation agreed upon on page 1 of the contract, plus reasona le attorney's fees, court and legal interests. In the event that any disputes arise while this agreement is in force, that results in litigation or ar itration, all reasona le attorney's fees and costs of the prevailing party will e paid y the losing party.

AGENT - Red 11 Music acts herein only as agent for PRODUCER/ARTIST and is not responsible for any act or omission on the part of either PRODUCER, ARTIST, or PURCHASER. In furtherance thereof and for the enefit of Red 11 Music, it is agreed that neither PURCHASER nor PRODUCER will name or join Red 11 Music as a party in any civil action or suite arising out of, in connection with, or related to any acts of commission or omission of PRODUCER, ARTIST, or PURCHASER.

Purchaser may not (and no one else is currently authorized to): film, record, photograph or stream performance. Any recording, filming, photography, streaming, or broadcast agreements must be negotiated directly with Red 11 Music. Approval can be withheld at Agency & Artists' sole discretion.

Purchaser: City of Ketchum	Artist: Micky and the Motorcars
Signatory: Neil Bradshaw	Signatory: Gary Braun
Signature :	Signature:

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March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contracts #23063 – Sun Valley Events, #23064 – Red's Meadow Resort, Hold Harmless Agreement #22834 with City of Sun Valley, Lease Agreement #23065 with Sun Valley Company and March 1 Payment to Sun Valley Events

## Recommendation and Summary

Staff is recommending City Council approve and adopt with the following motions the above referenced contracts, hold harmless and lease agreements, and payment:

"I move to approve contract #23063 with Sun Valley Events, #23064 with Red's Meadow Resort, Hold Harmless Agreement #22834 with City of Sun Valley, Lease Agreement #23065 with Sun Valley Company and the March 1 payment to Sun Valley Events for Wagon Days Weekend 2023"

The reasons for the recommendation are as follows:

- Sun Valley Events, Inc. has been the organizer for Wagon Days since 2001 as an independent contractor.
- The Wagon Days Parade requires an experienced jerk line operator to drive the wagon train, referred to as the "Big Hitch." The City has contracted with Bobby Tanner of Red's Meadow in Bishop, CA for over ten years to drive the Big Hitch.
- Wagon Days utilizes Festival Meadow in Sun Valley and various locations owned by Sun Valley Company.

#### **Current Report**

Sun Valley Events, Inc. will assist the City of Ketchum in promoting, organizing and managing Wagon Days for a contract amount of \$32,500. The first monthly payment is due on March 1, 2023.

Red's Meadow (Bobby Tanner) will provide mules, equipment and personnel necessary for the jerk line hitch at the 2023 Wagon Days Parade for a contract amount of \$23,732. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed \$3.75 per gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request. Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

Staging for Wagon Days Parade entrants is located in the pasture on the east side of Sun Valley Road, and the symphony parking area. The River Run parking lot is available for overnight camping for Wagon Days participants.

The picnic after the parade for the participants is held at Festival Meadow. There may also be other Wagon Days activities planned for that location prior to the parade.

## Financial Requirement/Impact

All costs will be funded through the FY23 Wagon Days Fund.

#### Attachments:

Sun Valley Events, Inc. Contract #23063 Red's Meadow Contract #23064 Sun Valley Company Lease Agreement #23065 City of Sun Valley Hold Harmless Agreement #22834



## INDEPENDENT CONTRACTOR AGREEMENT #23063 WITH SUN VALLEY EVENTS, INC.

THIS CONTRACT FOR SERVICES ("Agreement") is entered into as of theday of
2023 by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho
municipal corporation (Sun Valley Events, Inc. and City of Ketchum are, collectively, the "Parties"
with reference to the following facts:

## **RECITALS**

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event ("Wagon Days"). Accordingly, the City has determined that Wagon Days serves a public purpose and is a benefit to its citizens.
- B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate and produce Wagon Days and other related programs and to assist the City of Ketchum in the management of Wagon Days from the contract effective date to September 30, 2023 ("Contract Period").
- C. City of Ketchum desires to retain the services of Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>General Duties</u>. Sun Valley Events, Inc. agrees to promote, organize, manage, coordinate and produce Wagon Days according to the terms and conditions of this Agreement.
- 2. <u>Description of Services</u>. Sun Valley Events, Inc. shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the "Services").
- 3. <u>Payment for Services</u>. In exchange for the Services, City of Ketchum shall pay Sun Valley Events, Inc. as follows:

<u>Professional service fee</u> - (7) monthly payments of four thousand six hundred forty-two dollars and fifty cents (\$4642.50) will be made on the first day of each month beginning March 1, 2023 and a final payment due on September 30, 2023 for a total payment of thirty-two thousand and five hundred dollars (\$32,500). Payment shall be made based on Ketchum's review and approval of work completed that month.

4. <u>Term – Month to Month.</u> This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 30, 2023 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Sun Valley Events, Inc. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

## 5. <u>Independent Contract/No Partnerships or Employee Relationship.</u>

- (a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.
- (b) In rendering the services contemplated by this Agreement, Sun Valley Events, Inc. is at all times acting as an Independent Contractor and not as an employee of City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and City of Ketchum shall not provide Sun Valley Events, Inc. with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.
- (c) Except as set forth in the Addenda to this Agreement, City of Ketchum shall not exercise any control whatsoever over the manner in which Sun Valley Events, Inc. performs the obligations contemplated herein.
- (d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.
- (e) City of Ketchum shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Sun Valley Events, Inc. Sun Valley Events, Inc. hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Sun Valley Events, Inc.'s failure to pay such payroll or employment taxes.
- 6. <u>Assignmen</u>t. Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.
- 7. **Representations and Warranties by Sun Valley Events, Inc.** Sun Valley Events, Inc. hereby represents and warrants to City of Ketchum as follows:
- (a) Sun Valley Events, Inc. has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Wagon Days.

- (b) City of Ketchum shall retain proprietary rights over all Wagon Days electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.
- (c) Public Records. Sun Valley Events, Inc. hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics, may be public records pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code. Accordingly, Sun Valley Events, Inc. shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.
- (d) Sun Valley Events, Inc. shall provide all Wagon Days materials to City of Ketchum immediately upon request.
- (e) Sun Valley Events, Inc. maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audio visual, staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.
- 8. <u>Default.</u> In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
- 9. <u>Voluntary Agreement</u>. This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
- 10. <u>Binding Agreement</u>. The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
- 11. <u>Mediation</u>. Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
- 12. Attorney Fees and Costs. In the event that any of the Parties is required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

- 13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements and agreements, whether written or oral on such topic.
- 14. <u>Modification</u>. This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
- 15. <u>Waiver.</u> In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
- 16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

# 17. <u>Interpretation</u>.

- (a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and <u>vice versa</u>.
- (b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
- (c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
- (d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
- 18. **Time is of the Essence**. Time is hereby made expressly of the essence in every term.
- 19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

- 20. <u>Capacity to Execute</u>. Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.
- 21. <u>Counterparts</u>. The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.
- 22. <u>Indemnification.</u> Sun Valley Events, Inc. shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Sun Valley Events, Inc. or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

CITY OF RETCHOIM	SUN VALLEY EVENTS, INC.
Neil Bradshaw, Mayor	 Heather LaMonica Deckard, President
ATTEST:	
Trent Donat City Clerk	



# ADDENDUM 1

## WAGON DAYS RESPONSIBILITY OUTLINE

# SUN VALLEY EVENTS, INC.

### **General Event Management**

- Project management: plan, direct, develop and coordinate scope and production of Wagon Days activities with city staff
- Develop, organize and direct volunteers
- Organize event staffing
- Organize event recap meeting

#### Administration

- Create action plan and outline responsibilities
- Develop and coordinate distribution of event correspondence (parade entry forms, thank you letters, notices, sponsor & participant letters)

#### **Financials**

- Follow proposed budget
- Approve payables/receivables
- Reconciliation

#### **Database**

Input new and maintain database of parade participants, committees, sponsors, etc.

### **Parade Management**

- Solicit and procure parade participants
- Coordinate entry and confirmation mailings
- Coordinate judging of parade
- Coordinate parade route F&B vendors
- Coordinate announcing stands
- Coordinate post-parade picnic
- Coordinate sponsor recognition via signs, announcing stands, etc.

## **Marketing and Promotion**

- Develop marketing/pr campaign with City of Ketchum
- Coordinate with WD participants and arrange interviews with media
- Work with volunteers to distribute posters/programs in key markets
- Coordinate banner display
- Coordinate information distribution

## **Brochure/Events Schedule Development**

- Assist in preparation of program content: descriptions.
- Organize schedule of events (times and locations)

# Program/Brochure Development

• Provide review/edit as needed

## **Souvenirs**

- Organize sales and distribution of souvenir items
- Organize vendors for parade

## **On-Site production**

- Oversee and coordinate activities as needed
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike



## Independent Contractor Agreement #23064 with Red's Meadow Resort, Inc.

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the City of Ketchum, an Idaho municipal corporation (hereinafter referred to as "Ketchum) and Red's Meadow Resort, Inc., (hereinafter referred to as "Contractor").

#### RECITALS

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts for services reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors and to maintain and promote Ketchum's trade, commerce and industry; and

WHEREAS, Bobby Tanner of Red's Meadow is highly skilled, has unique abilities and is experienced in operating an authentic jerk line hitch at the annual Wagon Days Parade; and

WHEREAS, Ketchum desires to contract with Red's Meadow for professional services to provide the mules, equipment and personnel necessary for the jerk line hitch at the 2023 Wagon Days Parade; and

WHEREAS, Red's Meadow desires to contract with Ketchum to provide said professional services.

### **AGREEMENT**

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. <u>Incorporation of Recitals.</u> The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
- 2. The Services. Contractor, as an independent contractor, hereby covenants and agrees to provide the professional services for Ketchum as set forth in Exhibit A, attached hereto and made a part hereof by reference, for the period from the date of this Agreement through September 30, 2023. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement.
- 3. <u>Consideration</u>. Ketchum agrees to pay Contractor the sum of TWENTY-THREE THOUSAND SEVEN HUNDRED AND THIRTY-TWO DOLLARS (\$23,732) for the services to be provided. In addition to the above sum, Contractor may request mileage reimbursement if fuel costs exceed

\$3.75 per gallon for travel costs at the adopted federal rate in effect at the date of reimbursement request.

Ketchum will also provide two (2) experienced persons to ride horses ahead of the team to widen the path, with a special effort at the corner of Main Street and Sun Valley Road; six (6) historic ore wagons in usable condition with operable brakes; five (5) brake persons for the wagons; feed and lodging for the hitch mules and outrider horses; and lodging for the hitch driver and outriders.

- 4. <u>Time of Performance.</u> Contractor shall provide the Services in a professional and timely manner.
- 5. <u>Cancellation</u>. Either party may cancel this agreement due to unforeseeable circumstances which may include but are not limited to, acts of God, transportation delays, acts of terrorism or military action that are directly related to the success of the Event and that occur in or directly affect the area in which the Event occurs. Neither party may cancel without cause. If either Sponsor or Speaker cancels with 90 days or less notice for reasons other than unforeseeable circumstances, the other party shall be entitled to recover its incurred costs.
- 6. <u>Independent Contractor.</u> Ketchum and Contractor hereby agree that Contractor shall perform the Services as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health Insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees: and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties including without limitation the 100% penalty, which in any manner relates to or arises from any failure to pay such payroll or withholding taxes.
- 7. Insurance. The Contractor shall obtain and maintain at all times during the term of this Agreement a policy of comprehensive general and contractual liability insurance providing for prudent limits, but in no event shall such insurance have limits of less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injury or death to any number of persons, for any single occurrence. The Contractor shall provide the City with proof of insurance prior to August 15, 2022. Additionally, Ketchum agrees to provide general liability insurance in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
- 8. <u>Compliance with Laws.</u> Contractor, its managers, members, directors, officers, shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law.

9. <u>Notice.</u> All notices, requests, demands or other communication required or provided for under *this* Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the City of Ketchum and Red's Meadow Resort, Inc. shall be addressed as follows:

KETCHUM: TANNER:

City of Ketchum Red's Meadow Resort, Inc.
P.O. Box 2315 2424 Longview Drive
Ketchum, ID 83340-2315 Bishop, CA 93514

- 10. **Non-Assignment.** Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum, which may be withheld for any reason.
- 11. <u>Amendments</u>. This Agreement may only be changed, modified or amended in writing executed by all parties.
- 12. <u>Attorney Fees and Costs.</u> In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- 13. **No Presumption.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 14. **Governing Law.** This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 15. <u>Entire Agreement</u>. 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 matter.
- 16. <u>Execution and Fax Copies and Signatures.</u> This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
- 17. <u>Authority.</u> The parties executing this Agreement warrant, state, acknowledge and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

CITY OF KETCHUM	RED'S MEADOW RESORT, INC.
Neil Bradshaw, Mayor	Bobby Tanner, Manager
ATTEST:	
Trent Donat	
City Clerk	

# **EXHIBIT A**

Contractor will provide the following services for the City of Ketchum during the 2021 Wagon Days Parade:

Authentic jerk line hitch of twenty (20) matched mules plus one (1) additional mule to guarantee a complete hitch for the Wagon Days Parade. The mules average approximately fifteen (15) hands and twelve hundred (1,200) pounds each. The hitch is controlled solely by a jerk line to the left lead mule and a jockey stick from the line mule (or the left lead mule) to the off leader. The hitch will have three (3) teams of pointers to step across (or jump over) the fifth (5th) chain to ensure proper turning. The jerk line hitch of twenty (20) matched mules will be driven and worked as a team by Contractor or its designated driver prior to the Wagon Days Parade.

- All singletrees with spreaders, fifth (5th) chain, all harnesses and necessary rigging.
- All mules and outrider horses clean, healthy and in top presentable parade condition.
- Two (2) to four (4) experienced outriders with appropriate matching outfits and matching horses.
- One (1) experienced driver and one (1) brake person for the lead wagon.
- All or part of the hitch will be available on the Friday prior to the Wagon Days Parade to be driven
  with the wagons to be pulled in the Wagon Days Parade and a demonstration of all or part of the
  hitch and jerk line will be available.
- Photos of the hitch with the mules, outriders, and outrider horses will be made available to Contractor for publicity of the Wagon Days Parade.

#### LEASE AGREEMENT #23065 WITH SUN VALLEY COMPANY FOR WAGON DAYS

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between Sun Valley Company, a Wyoming corporation ("Lessor") and the City of Ketchum, an Idaho municipal corporation ("Lessee").

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A ("Premises"); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

## ARTICLE I Premises and Term

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on September 1, 2023 and shall terminate on September 4, 2023.

# ARTICLE II Rent

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of symphony parking lot across from Pavilion, pasture located on the east side of Sun Valley Road for pasture and grazing commencing at the red barn landmark and ending at Bitterroot Road for storage of non-motorized vehicles, trailers and grazing of livestock; and 25% of all profits generated from charging RVs to Park at the River Run Upper Parking Lot. Any usage fees in connection with permitted uses shall not be considered an assignment or sublease for purposes of this Agreement.

# **ARTICLE III** Use of Premises

It is covenanted and agreed that the Premises may be used for storage of non-motorized vehicles, trailers and grazing of livestock in designated pasture area, use of River Run Upper Parking Lot for RV parking, and for any other use approved in writing, in advance, by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

# ARTICLE IV Assignment and Sublease

Lessee will not assign or in any manner transfer this Lease or any interest therein and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

# **ARTICLE V Liability**

It is expressly understood that Lessee has fully inspected the Property and accepts the Property in their present condition. Lessee further agrees to accept all liability for the Property during the entire term of this Lease and accepts all liability for any and all damages, claims, actions or causes of action in any way related to the Property during the time of this Lease unless caused by the negligence or willful misconduct of Lessor.

# ARTICLE VI Compliance with Laws/Public Records

Lessor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Lessor of any obligation or responsibility imposed upon Lessor by law. Without limitation, Lessor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Lessor for Lessee regardless of physical form or characteristics may be public records pursuant to Idaho Code.

# ARTICLE VII Repairs and Maintenance

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises connected with Lessee's use of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises connected with Lessee's use of the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this lease.

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable. Lessor will retain responsibility and liability for any of its own such actions.

# ARTICLE VIII Public Liability Insurance

Lessee agrees to provide and keep in force during the term of this Lease general liability policies of insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000) per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee against any liability that may accrue on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor. Lessee will accept a tender of Lessor's defense if Lessor is named a party to a lawsuit solely because of its ownership of the Property and not as a result of its own conduct.

# ARTICLE IX Fire Insurance

Lessee shall keep the real property and any improvements used for the purpose of Wagon Days insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon.

# ARTICLE X Default by Lessee

If any one or more of the following events ("**Default**") shall happen and be continuing, namely:

- A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;
- B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within Thirty (30) days after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to reenter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

# ARTICLE XI Surrender of Possession

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

# ARTICLE XII Waiver of Breach

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

# ARTICLE XIII Costs and Attorneys Fees

The costs, including reasonable attorneys' fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

# ARTICLE XIV Miscellaneous Provisions

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.

This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing. All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

LESSOR: Sun Valley Company, A Wyoming corporation	LESSEE: City of Ketchum, An Idaho Municipal Corporation
By:	By: Its: Mayor
	Attest:
	Tara Fenwick, City Clerk

# EXHIBIT A DESCRIPTION OF PREMISES

- Pastures located on the east side of Sun Valley Road commencing at the red barn landmark and ending at Bitterroot Road.
- Symphony parking area located south of Dollar Road across the street from the Pavilion
- River Run upper parking lot only, excluding VIP and Lower River Run parking lots.

# **Mutual Hold Harmless Agreement #22834**

Event: <u>2023 Wagon Days</u>	
Date(s): 10AM Friday, September 1 – 6 I	PM Saturday, September 2, 2023
Location(s): _Festival Meadows	
Idaho harmless from any and all liability, results from the negligence of the City of	ity) agrees to indemnify and hold the City of Sun Valley, loss, damage or claims, of any description, which f Ketchum (Governmental Entity) and its employees, n Valley, Idaho may suffer arising out of or in
(Governmental Entity) harmless from an description, which results from the negligible.	indemnify and hold the <u>City of Ketchum, Idaho</u> y and all liability, loss, damage or claims, of any gence of the City of Sun Valley, Idaho and its <u>he City of Ketchum, Idaho</u> (Governmental Entity) may this Agreement.
	the City of Sun Valley, Idaho's Representative must Agreement in the presence of a Notary Public)
	Authorized Representative Signature
City of Ketchum Mayor Neil Bradshaw	Governmental Entity Title of Authorized Representative Typed Name of Authorized Representative Date Signed
(Seal)	Notary Public Residing at: Commission Expires:
City of Sun Valley, Idaho Mayor	Authorized Representative Signature  Title of Authorized Representative Typed Name of Authorized Representative Date Signed
(Seal)	Notary Public Residing at: Commission Expires:



# City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

# Recommendation to Approve Contract # 23062 with Will Caldwell Productions, LLC

#### **Recommendation and Summary**

Staff is recommending Council approve Contract #23062 with Will Caldwell Productions, LLC and adopt with the following motion:

"I move to approve Contract # with Will Caldwell Productions, LLC to produce the 2023 Jazz in the Park concert series."

The reasons for the recommendation are as follows:

• Will Caldwell Productions, LLC has performed the services necessary to produce the Jazz in the Park concert series.

### **Introduction and History**

Jazz in the Park will be held weekly each Sunday from 6 to 8 p.m. at Rotary Park. The series is 6 weeks long beginning on June 18 and ending on July 23.

## **Financial Impact**

All costs will be funded through the FY23 events budget and donations to the series.

#### Attachments:

Contract #23062



# City of Ketchum

# Jazz in the Park Concert Series Agreement #23062 Will Caldwell Productions, LLC

THIS CONTRACT FOR SERVICES ("Agreement") is entered into effective as of this _	day of	2023 by and
between Will Caldwell Productions, LLC and the City of Ketchum, an Idaho municip	oal corporation (W	/ill Caldwell
Productions, LLC and City of Ketchum are, collectively, the "Parties") with reference	e to the following	facts:

#### **RECITALS**

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with Jazz in the Park, a music series that serves a public purpose and is a benefit to its citizens.
- B. Will Caldwell Productions, LLC has the expertise necessary to promote, organize, manage, coordinate and produce Jazz in the Park.
- C. The City of Ketchum desires to retain the services of Will Caldwell Productions, LLC and Will Caldwell Productions, LLC desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>General Duties</u>. Will Caldwell Productions, LLC agrees to promote, organize, manage, coordinate and produce Jazz in the Park according to the terms and conditions of this Agreement.
- 2. <u>Description of Services</u>. Will Caldwell Productions, LLC shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the "Services").
- 3. <u>Payment for Services.</u> In exchange for the Services, the City of Ketchum shall pay Will Caldwell Productions, LLC as follows:

<u>Professional service fee</u> – One (1) payment will be made to Will Caldwell Productions, LLC for a total of three thousand dollars (\$3,000) on or before March 1, 2023 to produce Jazz in the Park.

4. <u>Term – Month to Month.</u> This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 30, 2023 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Will Caldwell Productions, LLC. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Will Caldwell Productions, LLC shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Will Caldwell Productions, LLC at the date of termination shall be refunded to Ketchum within twenty (20) days.

#### 5. <u>Independent Contract/No Partnerships or Employee Relationship.</u>

- (a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.
- (b) In rendering the services contemplated by this Agreement, Will Caldwell Productions, LLC is at all times acting as an Independent Contractor and not as an employee of the City of Ketchum. Will Caldwell Productions, LLC shall have no rights or obligations as an employee by reason of the Agreement, and the City of Ketchum shall not provide Will Caldwell Productions, LLC with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.
- (c) The City of Ketchum shall not exercise any control whatsoever over the manner in which Will Caldwell Productions, LLC performs the obligations contemplated herein.
- (d) Will Caldwell Productions, LLC may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.
- (e) The City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to Will Caldwell Productions, LLC. Will Caldwell Productions, LLC hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Will Caldwell Productions, LLC's failure to pay such payroll or employment taxes.
- 6. <u>Assignmen</u>t. Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.
- 7. Representations and Warranties by Will Caldwell Productions, LLC. Will Caldwell Productions, LLC hereby represents and warrants to the City of Ketchum as follows:
  - (a) Will Caldwell Productions, LLC has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Jazz in the Park.
  - (b) The City of Ketchum shall retain proprietary rights over all Jazz in the Park electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.
  - (c) Public Records. Will Caldwell Productions, LLC hereby acknowledges that all writings and documents, including without limitation, email containing information relating to the conduct or administration of the public's business prepared by Will Caldwell Productions, LLC for Ketchum, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 9-337 et seq. Will Caldwell Productions, LLC further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Will Caldwell Productions, LLC shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.
  - (d) Will Caldwell Productions, LLC shall provide all Jazz in the Park materials to the City of Ketchum immediately upon request.
  - (e) Will Caldwell Productions, LLC maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audiovisual,

staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

- 8. <u>Default</u>. In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.
- 9. <u>Voluntary Agreement</u>. This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.
- 10. <u>Binding Agreement</u>. The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
- 11. <u>Meditation</u>. Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
- 12. <u>Attorneys' Fees and Costs</u>. In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.
- 13. <u>Entire Agreement</u>. This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements, and agreements, whether written or oral on such topic.
- 14. <u>Modification</u>. This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
- 15. <u>Waiver.</u> In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
- 16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

### 17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

- b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
- c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
- d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
- 18. <u>Time is of the Essence</u>. Time is hereby made expressly of the essence in every term.
- 19. <u>Governing Law and Jurisdiction</u>. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.
- 20. <u>Capacity to Execute</u>. Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.
- 21. <u>Counterparts</u>. The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.
- 22. <u>Indemnification.</u> Will Caldwell Productions, LLC agrees to indemnify and hold the City of Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Will Caldwell Productions, LLC, its managers, members, directors, officers, shareholders, agents and employees.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the effective date specified above.

CITY OF KETCHUM	WILL CALDWELL PRODUCTIONS, LLC
Neil Bradshaw	Will Caldwell, President
Mayor	
ATTEST:	
Trent Donat City Clerk	

#### **Addendum 1: Description of Services**

#### Will Caldwell Productions, LLC agrees to:

- 1. Maintain individual bank account for Jazz in the Park, and provide the city access to that account;
- 2. Collect sponsorships and donations for deposit into the City's Trust Fund accounts for Jazz in the Park;
- 3. Provide detailed budget at the beginning of each concert series, and an updated budget as needed;
- 4. Pay all vendors from individual Will Caldwell Productions, LLC bank accounts (e.g. bands);
- 5. Secure housing, and any equipment needed for production (e.g. sound system);
- 6. Any promotional materials, advertising, or identification materials associated with Jazz in the Park shall identify the events as City of Ketchum of events.

#### City of Ketchum agrees to:

- 1. Provide exclusive and dedicated space for Jazz in the Park (Rotary Park) on a predetermined schedule;
- 2. Provide maintenance services for park areas and restrooms both before and after each individual concert, including the proper management of irrigation systems;
- 3. Provide recycling services for each individual concert through a contract with the Environmental Resource Center.



#### City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation To Approve Purchase of Kodiak 5269 Blower Head

#### **Recommendation and Summary**

Staff recommends Council approve the purchase of a Kodiak 5260 Blower Head and adopt the following motion:

"I move to approve Purchase Order #23066 in the amount of \$131,061.00 for the purchase of a Kodiak 5269 Blower Head."

The reasons for the recommendation are as follows:

- The #1 blower is not working and parts will be expected in 60 days
- The remaining #2 blower and 1985 blower are working but are slow and inefficient

#### **Introduction and History**

The city purchased two snow blowers from Kodiak in 2008. Problems occurred with the #2 blower head just after the 1-year warranty was over. The city was unable to get the problem solved, leaving the blower working but almost unusable due to constant shearing. Kodiak is now under new ownership, providing improved customer service. The city has been assured by Kodiak that a new header will fix the problem.

Replacement of the Kodiak snow blowers has been identified in the 10-year CIP (FY26, \$850,000). The blowers have relatively low hours. If the new blower head works, replacement may be moved to a later timeframe in the CIP.

#### Sustainability Impact

None.

#### **Financial Impact**

While this item was not budgeted, adequate funds exist within the CIP contingency account.

#### **Attachments**

**Kodiak Quote** 

Purchase Order #22069

#### SRM-Kodiak

When Mother Nature is a bear, you need a Kodiak ™



307 S Warm Springs Way Heyburn, ID 83336 Phone: 208-215-7445 Quotation # 162 Customer ID NA

Quotation For:

Quotation valid until: 3/30/23

Brian Christiansen

Prepared by: Scott Pilling

City of Ketchum

Email: spilling@srm-mfg.com Phone: 208-931-1498

Comments or Special Instructions: Shipping will be determined at time of delivery. Customer or dealer responsible for mounting of blower head on existing snow blower truck chassis.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Scott Pilling	NA	120 Days	NA	Heyburn, ID	Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	Kodiak 5260 Blower Head	147,675		147,675
1	Optional Blowerhead LED lights	6,500		
1	Install of existing spot chute	2,850		2,850
1	Quick Hitch to match current chassis	5,500		5,500
1				
1				

SUBTOTAL	156,025
Discount: 16%	131,061
Shipping	
Tax (6%)	0
TOTAL	131,061



#### **CITY OF KETCHUM**

PO BOX 2315 \* 191 5TH ST.\* KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

#### PURCHASE ORDER

**BUDGETED ITEM? NO** 

**PURCHASE ORDER - NUMBER: 23066** 

To: 2771 SRM-KODIAK AMERICA LLC 307 S WA RM SPRINGS WAY HEY BURN ID 83336 Ship to:

CITY OF KETCHUM PO BOX 2315 KETC H UM ID 83340

P.O . Date	Created By	Requested By	Department	Req Number	Term s
03/01/2023	bancona	bancona	Streets	0	

Quantity	Description		Unit Price	Total
1.00	#2 BLOWER HEAD	03-4310-7120	131,06 1.00	13 1,06 1.00
		CHI DDI MC	& HAN DLING	0.00
		T OTAL	PO AMOUNT	131,061.00

Authorized Signature



#### City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation to Approve Memorandum of Understanding (MOU) with Resort Cities Coalition members.

#### **Recommendation and Summary**

Staff is recommending the Council approve the MOUs with Resort Cities Coalition members in support of the advocacy efforts entrusted to the lobbying firm contracted for the 2023 legislative session.

"I move to approve the MOU with the fellow resort city of Donnelly for the 2023 legislative session."

#### <u>Introductions</u>

The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.

The purpose of the MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the participating cities in cooperation with the City of Ketchum for these resort cities advocacy efforts. If all are to participate, there are 21 potential partnerships in total.

#### Sustainability

No direct impact.

#### **Financial Impact**

The approved lobbyist contract is funded via the Non-Departmental budget. A three-tiered funding structure has been proposed consisting of small towns at \$250, mid-sized at \$500, and larger communities at \$2,500. Should full financial participation occur, the net cost to the City of Ketchum would be \$12,500. Reimbursements have been received from 17 participating cities as of March 1, 2023, for a total of \$13,750.

#### Attachments

Memorandum of Understanding #23-011 – City of Donnelly, ID

#### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the City of Ketchum, an Idaho municipal corporation, and the City of Donnelly, an Idaho municipal corporation.

- Background: The City of Ketchum has entered into a Professional Services Agreement
  with the government relations and lobbying firm of McClure Policy, LLC. That
  Agreement provides for lobbying, advocacy, and policy services related to the particular
  interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and
  shared interests have indicated their desire to participate and help fund the costs of these
  services.
- 2. Purpose: The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of **Donnelly** in cooperation with the City of Ketchum for these resort cities advocacy efforts.
- 3. The City of Ketchum will:
  - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
  - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
- 4. The City of Donnelly will:
  - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
  - b. Contribute to the City of Ketchum in the amount of Two housed ollars (\$ 250°) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
- 5. Term: This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
- 6. Responsibility of Parties: Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Conta	cts
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City of Ketchum:

Jade Riley, City Administrator

PO Box 2315

Ketchum, ID 83340 (208) 727-5084

jriley@ketchumidaho.org

City of Donnelly

lori Clemens, City Clerk

PO Box 725

Ika Halferty Street

Donnelly, ID 83615

208.325.8859

Lolemens @ Cityofdonnelly.org

8. Nonexclusive: It is understood that additional Idaho resort cities intend to participate in and contribute to this advocacy effort and will enter similar MOUs with the City of Ketchum. This MOU is not exclusive, and the mutual responsibilities, benefits, and interests are intended to be shared within all participating resort cities.

#### CITY OF KETCHUM, IDAHO

Neil Bradshaw	Date	Attest: Trent Donat
Mayor		City Clerk & Business Manager

CITY OF Donnelly, IDAHO

Mayor

71, 75. 2025

acc

City Clerk



#### City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 4<sup>th</sup> & Main Mixed-Use Development's Fourth Floor, Lot Consolidation Preliminary Plat Application File No. P22-043A, Condominium Subdivision Preliminary Plat Application File No. P22-043B, and FAR Exceedance Agreement 22818.

#### RECOMMENDATION AND SUMMARY

Staff recommends the City Council approve the 4<sup>th</sup> & Main Mixed-Use Development's fourth floor, Lot Consolidation Preliminary Plat Application File No. P22-043A, Condominium Subdivision Preliminary Plat Application File No. P22-043B, and FAR Exceedance Agreement 22818:

- "I move to affirm the Commission's approval of the Design Review Application File No. P22-043 and approve the 4<sup>th</sup> & Main Mixed-Use Development's fourth floor."
- "I move to approve Lot Consolidation Preliminary Plat Application File No. P22-043A subject to conditions 1 through 2."
- "I move to approve Condominium Subdivision Preliminary Plat Application File No. P22-043B subject to conditions 1 through 3."
- "I move to authorize the Mayor to sign FAR Exceedance Agreement 22818 with 4th & Main Ketchum LLC."

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

- The Commission approved the 4<sup>th</sup> & Main Mixed-Use Development Design Review Application File No. P22-043 and recommended approval of Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications on February 14, 2023.
- Footnote No. 2 of Ketchum Municipal Code ("KMC") §17.12.040 states, "All buildings greater than 48 feet in height or that contain a fourth or fifth floor shall require final approval from the City Council." The 4<sup>th</sup> & Main Mixed-Use Building contains a fourth floor and requires final review and approval by the City Council.
- The Lot Consolidation Preliminary Plat will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The condominium subdivision preliminary plat application will subdivide the mixed-use building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. The preliminary plat applications comply with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070).
- Pursuant to Condition of Approval No. 1 of Design Review Permit P22-043, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing

contribution shall be signed and recorded prior to issuance of a building permit for the project. The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for community housing, mitigating the additional floor area by dedicating two community housing units as deed-restricted rentals and making a community housing in-lieu fee payment of \$556,200.

#### INTRODUCTION AND HISTORY

The applicant is proposing to develop a new 24,003 square-foot, four-story mixeduse building, called the 4th & Main Mixed-Use Development (the "project"), at the northeast corner of Main and 4th streets (the "subject property") located within the Retail Core Subdistrict of the Community Core. The project plans are included as Attachment B to the staff report. The standards of Interim Ordinance 1234 do not apply to the project because the Pre-Application was deemed complete and reviewed by the Commission prior to the effective date of the ordinance. As proposed, the project includes 3,446 square feet of retail space on the groundlevel with frontage along both Main and 4th Streets and 7 multi-family dwelling units.

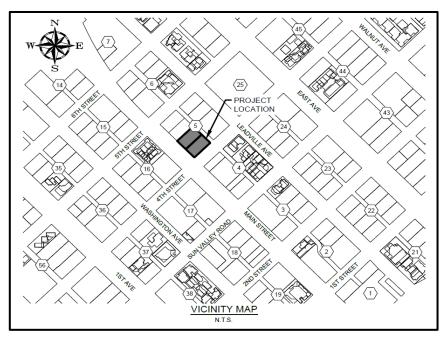


Figure 1: Project Location Map (Preliminary Plat—Sheet 1)

#### **ANALYSIS**

#### **Building Height and Fourth Floor**

#### Background

Design Review is required for the development of new mixed-use buildings in all zoning districts within the city (KMC §17.96.010.A4). The Commission has the authority to review and approve Design Review applications pursuant to KMC §17.96.030.B. The Commission approved the 4<sup>th</sup> & Main Mixed-Use Development Design Review Application File No. P22-043 on February 14, 2023 and adopted the Findings of Fact, Conclusions of Law, and Decision on February 28, 2023. The proposed mixed-use building contains a fourth floor, which requires review and approval by the City Council pursuant to Footnote No. 2 of KMC §17.12.040.

#### Building Height & Fourth Floor

The maximum permitted building height in the Community Core is 42 feet (KMC §17.12.040). The *Height of Building/CC District* definition specified KMC §17.08.020 provides the method for calculating building height in the Community Core:

Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade.

One or multiple steps along the side facades are allowed, except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade.

The front and rear facades may not exceed 42 feet as measured from the average grade elevation at the front property line and the average grade elevation at the rear property line, respectively. Side facades may be stepped up or down to transition between the maximum height of the front and rear façades. Height dimensions are specified on the building elevations provided on Sheets A2.0 and A2.1 of the project plans (Attachment B). The height of the front façade is 36 feet as measured from the average grade of the front property line along Main Street. The maximum height of the rear façade is 41 feet as measured from the average grade of the rear property line to the top of the fourth-floor roof parapet.

While the project contains a fourth floor, the front and rear facades read as three-stories due to the orientation of the building on the site's sloping grade and the fourth-floor setbacks. The natural slope at the rear half of the subject property will remain unexcavated and the ground level along Main Street is a partial floor. This split-level design accommodates a ground-level retail unit along 4<sup>th</sup> Street with an accessible entrance from the sidewalk and generous 18.5 feet floor-to-ceiling height. The fourth floor is setback 40 feet from the front property line along Main Street, 12 feet from the 4<sup>th</sup> Street building façade, and 11 feet from the north-side and alley-facing facades.

In addition to the fourth-floor setbacks, projections and recessions of building mass reduce the visual appearance of bulk and flatness. These façade-plane modulations add a human scale to create a more pedestrian-friendly experience. The primary building entrance at the ground-level along Main Street is recessed and setback 8.5 feet from the front property line. The upper levels above the recessed entrance are each setback from the façades below. Figure 4 shows the recessed building entrance and the one- and two-story volumes built to the front property line along Main Street.

Figure 5 shows the approximate heights of the one-, two-, and three-story volumes along 4<sup>th</sup> Street. Most of the building is setback approximately 5 feet from the



Figure 2: Main Street Building-Mass Modulation



Figure 3: 4th Street Building-Mass Volumes & Heights

side property line along 4<sup>th</sup> Street. As the retail unit's glazed façade transitions to the brick-clad entrance to the residential-lobby entrance, the facade steps back an additional 3 feet. Most of third floor is setback from the second-level façade along 4<sup>th</sup> Street. The 4<sup>th</sup> Street façade includes only one three-story volume that is approximately 22 feet long and 32 feet tall.

#### FAR Exceedance Agreement 22818

The permitted FAR in the Community Core Zone is 1.0. New developments may be permitted an increased FAR up to a maximum of 2.25 at the Commission's discretion through Design Review by providing a community housing contribution (KMC §17.124.040.B). The project proposed with the Pre-Application proposed mitigating the additional floor area by paying the community housing in-lieu fee. During their review of the Pre-Application, the Commission recommended the applicant provide community housing units on-site to mitigate the proposed FAR increase. The applicant revised the project plans to include two community housing studio apartments on the ground floor along Main Street. The community housing units are proposed to be dedicated as deed-restricted rental units targeted for Blaine County Housing Authority ("BCHA") income category 4 tenants. The on-site community housing has a total net-livable floor area of 976 square feet. The remainder of the community housing contribution will be satisfied by making a community in-lieu fee payment of \$556,200.

The respective sizes of the two community housing studios are 458 and 518 net-livable square feet. Each community housing unit has its own private entrance accessed from a heated pathway that will connect to the new sidewalk along Main Street. Both studios provide sleeping, kitchen, dining, and living areas arranged in an open floor plan. The kitchens are bordered by countertops that help break up the open floor plan and the bathrooms are fully separated by walls. Each unit contains one small entry closet by the front door and one larger closet.

The Commission appreciated that the applicant responded thoughtfully to their feedback by adding two community housing units to the building program. The Commission asked planning staff whether combining the two studios to create one larger two-bedroom unit would be more desirable for the community housing contribution. Planning staff responded that the Commission's question would be forwarded to the city's Housing Director for review and comment.

The Housing Director recommends maintaining the two community housing studio units as proposed by the applicant. The proposed community housing units are within the appropriate size range for studio apartments. The zoning code does not provide minimum size requirements for community housing units. KMC §17.124.070 provides unit size restrictions for accessory dwelling units ("ADUs") stating that, "accessory dwelling units must contain a minimum of 300 square feet of net livable space, but cannot exceed 1,200 square feet of net livable space." The proposed community housing units exceed the minimum 300 square feet of net-livable space required for ADUs.

The proposed community housing studio apartment are suited for single-person households. More than 50% of BCHA's waitlist are single-person households. Only 7% of Ketchum's existing housing stock is studios and only 3% is one-bedroom units. 23% of Ketchum's existing housing stock contain four or more bedrooms. The proposed community housing studio apartments will help meet the community's urgent need for single-person household units.

The community housing is the sole residential use on the ground level along Main Street. The remainder of this partial floor contains retail space and common area. The market-rate residential units are contained on the upper levels of the mixed-use building segregated from the community housing units on the main level below. Ideally, community housing should be fully integrated with market-rate units and spread among different floor levels within a building. While separated from the market-rate residential units, grouping the two community housing studio apartments side by side will help create a neighborly environment and sense of community for the future, full-time tenants mitigating isolation.

#### Lot Consolidation and Condominium Subdivision Preliminary Plat Applications

The lot consolidation preliminary plat application will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The condominium subdivision preliminary plat application will subdivide the building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. During city department review, staff reviewed the lot consolidation and condominium subdivision preliminary plat preliminary plat applications for conformance with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070). The Commission found that the proposed lot consolidation and condominium preliminary plat applications comply with all applicable subdivision requirements and standards.

#### Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The project must be designed to meet all standards specified in the 2018 International Energy Conservation Code and the City of Ketchum's Green Building Codes provided in Chapter 15.20 of Ketchum Municipal Code. City Departments will review and verify that the project complies with the energy code and green building standards prior to issuance of a building permit for the project. The applicant provided a summary of the project's sustainable design elements in a letter dated June 17, 2022, which is included in Attachment A to the staff report. The applicant's summary states:

Solar panels shall be installed at the roof of the 4<sup>th</sup> & Main Building. The glazing throughout the project is proposed to be triple glazed to achieve a greater u-value and the Solar Heat Gain Coefficient of the glazing shall be designed to take advantage of the passive solar benefits of the southern facing windows in the project. Due to the southern glazing, interior artificial light use will be diminished saving on electricity. The exterior wall assembly of the project is designed to have rigid insulation panels with cement board facing to provide continuous insulation benefits to the conditioned spaces.

#### Financial Impact

There is no financial requirement from the city for this action at this time.

#### Attachments

- A. Application Materials: Design Review Application & Supplemental Materials
- B. Application Materials: Design Review Plan Set
- C. Application Materials: Lot Consolidation Preliminary Plat Application & Supplemental Materials
- D. Application Materials: Lot Consolidation Preliminary Plat Plan Set
- E. Application Materials: Condominium Subdivision Preliminary Plat Application & Supplemental Materials

- F. Application Materials: Condominium Subdivision Preliminary Plat Plan Set
- G. Staff Report: Planning and Zoning Commission Regular Meeting of February 14, 2023
- H. Lot Consolidation Preliminary Plat Application File No. P22-043A: Draft City Council Findings of Fact, Conclusions of Law, and Decision
- I. Condominium Subdivision Preliminary Plat Application File No. P22-043B: Draft City Council Findings of Fact, Conclusions of Law, and Decision
- J. Draft 4<sup>th</sup> & Main Mixed-Use Development FAR Exceedance Agreement 22818

# Attachment A Application Materials: Design Review Application & Supplemental Materials



#### City of Ketchum Planning & Building

-	OFFICIAL USE ONLY
File Qu	
Date (	1/20/22
By:5	Macaller
Pre-Ap	plication Fee Paid:
039	150 <b>50</b> Paid:
Approv	red Date:
Denied	Date:
Ву:	
ADME:	Yes No

#### **Design Review Application**

Project Name: 4th & Main Owner: Chris Ensign Email: chris@solsticedev.co	Street				
The second secon			Phone: 858-232-492	18	
Email: chris@solsticedev.co			Mailing Address:		
		4685 Highland Dr., #224, Millcreek, UT 8411			
Architect/Representative: PH Architects / Peter Paulos		Phone: 203-426-6500			
Architect License Number: AR-986736		Mailing Address: 38 Taunton Hill Rd., Newtown, CT 0647			
Engineer of Record: Galen	a Engineering,	Inc / Samaritha Stahlnecker	Phone: 208-788-1705		
Email: sam@galena-onginee	ering.com		Mailing Address: 317 North River St., Hailey, ID 83333		
Engineer License Number	r;		3	17 North River St., Hailey	, ID 83333
All design review plans and de	awings for publi	ic commercial projects, residi	perfect free dinage commission	The second secon	rd development
PROJECT INFORMATION	four (4) dwelling	units shall be prepared by an	ldaho licensed architect	or an Idaho licensed engineer.	The accordance by
Legal Land Description:					
Street Address: 4th St. & M	-1-0-				
Lot Area (Square Feet): 10					
Zoning District: Community					
	The second secon				
7700	]Floodplain		☐Mountain		
	New	□Addition	□Remodel	□Other	
Anticipated Use: Retail/Res	adential		Number of Residential Units: 5		
TOTAL FLOOR AREA					
0		Proposed		Existing	MATERIAL STATE OF THE STATE OF
Basements 1st Floor		0	Sq. Ft.	n/a	Sq. Ft.
2 <sup>nd</sup> Floor		5,356	Sq. Ft.	n/a	Sq. Ft.
3 <sup>rd</sup> Floor		8,515	Sq. Ft.	n/a	Sq. Ft.
		6,764	Sq. Ft.	n/a	Sq. Ft.
Mezzanine		3,270	Sq. Ft.	n/a	Sq. Ft.
Total		23,905	Sq. Ft.	n/a	Sq. Ft.
FLOOR AREA RATIO					April 1998
Community Core: 2.17		Tourist:		General Residential-High:	
BUILDING COVERAGE/OPI	Control of the Contro				
Percent of Building Covera					
DIMENSIONAL STANDARD					
Front: (Main Street, West) 0"-(		le: (North) 0'-0"	Side: (South) 4'-9 5/8"	Rear: (Alley, East) 5'- 0 3/8"	
Building Height: 36'-11 3/8" (	Front), 39'-4 3A	4" (Rear)			
OFF STREET PARKING					15/2015
Parking Spaces Provided:9					
Curb Cut: Sq. Ft.		%			
WATER SYSTEM					
☐ Municipal Service			☐ Ketchum Spring	Water	

City of Ketchum Planning & Building Department Design Review Application, updated December 8, 2016 Page 1 of 9

1525 2390 February 7, 2022 Revised: June 17, 2022

City of Ketchum P.O. Box 2315 480 East Ave. N. Ketchum, ID 83340

RE: 4th and Main Project Narrative

Dear Planning Staff and Design Review Committee,

We are pleased to present this project narrative and the enclosed materials in support of the 4th and Main Mixed-Use Project for the Pre-App Design Review Application.

4<sup>th</sup> and Main is a retail and residential mixed-use development located on the northeast corner of 4<sup>th</sup> Street and Main Street in Ketchum's Community Core District. The project provides three retail units – two along Main Street and one along 4<sup>th</sup> Street – and five residential units with parking garages accessed from the rear alley.

#### **DESIGN FIRM BACKGROUND**

P|H Architects is a Connecticut-based design firm that has projects nationwide. The firm has designed projects in areas from San Francisco, California, to Wellington, Florida and Front Royal, Virginia. Many of the firm's projects have been in Fairfield County, Connecticut and in Salt Lake City, Utah. A project of note that the firm has had the privilege to work on was Bright Angel Lodge on the South Rim of the Grand Canyon, where P|H was contracted to help update a newer restaurant constructed in an historic lodge structure that is on the National Registry of Historic Places. This is a theme of much of the work that P|H has done along the shores of Connecticut, creating additions and renovating structures as old as the 1780's while respecting the historic nature of the existing structure. Another recent project of note is a modern addition and renovation to a 1920's colonial home on the Fairfield, Connecticut shoreline. The design of the addition respected and drew from the existing structure, garnering accolades from neighbors.

P|H has teamed up with Solstice Development to create mixed use developments in Salt Lake City. Each development has been met with support from the public with great interest in leasing or buying residential units even prior to construction completion. P|H hopes to bring their knowledge, experience, and passion for good design to this project in Ketchum.



#### **PUBLIC OUTREACH**

To gather input from the community about the proposed development, we held two public open house events. We advertised the events in the Mtn Express and posted a banner on the site. Given the current health crises and to allow the most people to attend, both events were held virtually. At our first open house on December 10<sup>th</sup> from 4:00 to 5:00 PM, seven people joined; feedback was positive as most mentioned they like the design, the step backs, and how many of the design features connect to other design elements from other historic buildings in Ketchum. At the second meeting on December 15<sup>th</sup> from 5:00 to 6:00 PM, we did not have any attendees.

We also contacted our immediate neighbors directly. Ozzies Shoes (Steve Carlson), our neighbor to the east, and Sturtevants of Sun Valley (Olin Glenne), our neighbor to the south, both positively support the project. We have coordinated our project with Dave Wilson, who is proposing a mixed-use development immediately to our north; the developments are working together on shared footings, sidewalk connectivity, and design compatibility.

We have also worked with planning staff who has reviewed building height compliance and made meaningful contributions to the project's design, including to pull the elevator further interior to create more visual space and massing relief along 4th Street, to add retail along 4th Street, and to rebuild the sidewalk along 4th Street to remove existing steps and make accessible for all.

#### **BUILDING DESIGN**

4th and Main presents as a three-story building at the Main Street front facade and at the rear alley façade, stepping back as it follows the grade of the sloped site. Each public facade of the proposed development undulates both in plan (horizontal plane) and in elevation (vertical plane). These undulations provide opportunity to include other public amenities that further soften the building facade.





P|H Architects studied buildings in the immediate area and throughout Ketchum for design characteristics, materials, and massing to provide inspiration and grounding for 4th and Main.

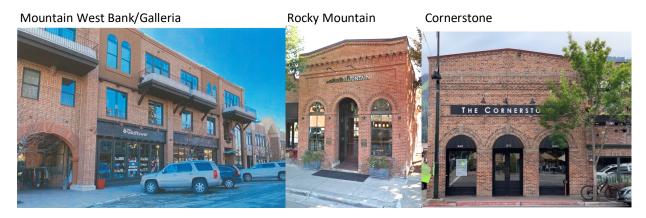


The resulting design draws on historic and current elements while also looking to the future with a few modern touches to provide some differentiation and individual site character. The Christiana and Les Saisons Building on Spruce Avenue provide a precedent for the retail/pedestrian that we wanted to emulate. Both use canopies to help make the walking experience of the building more human scaled. In studying these buildings, we felt we could design the mass of our building to be less horizontal and erode the mass of our building to a greater degree to help fit in with both the smaller and larger buildings on Main St.





The Mountain West Bank/Galleria Building has a materiality that reflected the image that we had in mind, a brick and metal building with projections to help break up the building mass. Again, we felt we could erode the mass of the building to better fit into Main Street and to provide a better pedestrian experience. The Rocky Mountain and Cornerstone buildings provided a glimpse into the brick treatment that we wanted to recreate. Both buildings also have a pleasant vertical proportion and width that we wanted to emulate on the Main St. façade plane of our proposed building.



The Enoteca Building held yet another item that we wanted to use in our design. This building used a covering over the sidewalk to protect pedestrians from the weather, which also helped to make the walking experience of the building feel much different than the building's elevation presents. The Theater Building on First Avenue does a good job of addressing the corner and reducing its mass as the building gets taller. The proportion of window-to-wall area is also a comfortable ratio.

Theater Building



Enoteca Building



Brick and wood materials were chosen to ground the 4th and Main building in Ketchum's current built environment and to give reference to the nature that Ketchum is so well connected to. Measured amounts of steel and glass were chosen to respectfully touch upon Ketchum's mining past and to look toward the future. These materials were selectively used to add accents and break up elevation areas to visually smaller parts.

The fact that our site is a corner site is an important one and a point that drove the design of the building. The volume and mass at the corner have been eroded to a greater extent than other areas of the building to soften the corner and help the building feel more to human scale. This also helped give character and interest to the most important part of the project.

The street level of the proposed building contains retail space to enliven each facade and provide two activated streetscapes. Upper levels of the Main Street and 4th Street elevations are activated by private terraces. Glass railings on terraces minimize the heightening effect that is created with solid or baluster type railings. The terraces afford the residential units an opportunity to connect to Ketchum and to Bald Mountain, livening up the building to the streetscape at multiple levels. Access to parking was intentionally kept off the street faces and provided at the rear alley. Minimal portions of each public façade were kept as foremost projections to reduce building mass.

To screen rooftop mechanical equipment, parapet walls were created at points on the upper story of the building. The parapet walls also add interest to the roof of the building.

The two foremost components of our building at the Main Street property line are approximately the same height as the Wells Fargo building on the opposing side of Main Street, providing symmetry from this main corridor. These components are designed to feel like the Cornerstone and Rocky Mountain buildings but with more façade undulation to make their scale even more humanizing. The brick arches pull the brick detailing of existing Ketchum buildings into our building. The window-to-wall ratio of the facades references these existing Ketchum buildings, as well as others mentioned previously. Even these components step back from the property line to relieve massing and have a softer street presence.



#### **PROJECT SITE**

Grade across the site rises approximately 8'-6" from Main Street toward the rear alley, with most of that elevation change occurring along 4th Street. The building works with this elevation difference, appearing to be three stories from adjacent grade at both Main Street and the rear alley. The upper level of the building is stepped back over 40'-0" from the Main Street facade, consistent with City Code, making the upper level barely perceptible from the Main Street walking experience. This upper level is also setback at least 11'-0" along 4th Street and the rear alley and adjoining property to the north, exceeding the City Code requirement for a minimum 10' setback.

#### **HEIGHT & F.A.R.**

4th and Main has a maximum height of 36'-11' consistent with City Code and surrounding buildings.

We worked with staff to confirm the building height fits within the City's parameters for buildings in the Community Core District at every façade and interior measurement. The building's maximum height of 36'-11" from adjacent average grade per Ketchum's Building Height definition is well within the 42' maximum height established for the Community Core District.<sup>3</sup> The proposed height is comparable to the buildings opposite our site on Main Street and to the recently pre-design approved building for 460 N. Main Street to our immediate north. The walking experience of our building is very relatable, in no small part due to the canopies at the street facades. These canopies are a maximum of 11'-6" above sidewalk surface, setting up the shorter sense of the building.

We request to increase the F.A.R. from 1.0 allowed in the CC zone, to 2.07, based on payment of the Workforce Housing In Lieu Fee. City Code includes an incentive of increased FAR allowance up to 2.25 where Workforce Housing is provided or a Workforce Housing In-Lieu Fee is paid.<sup>4</sup> This project proposes to pay the Workforce Housing In Lieu Fee to support a F.A.R. of

<sup>&</sup>lt;sup>1</sup> "Height of building/CC District: The greatest vertical distance of a building in the community core district measured by determining the average elevation of the front property line and rear property line. Draw a line from the average front or rear elevation up to the maximum building height allowed, and then draw a line at that height parallel to the front or rear property line. The resulting line establishes the highest elevation of the front or rear facade. The front or rear facade shall not extend above this line. Side facades may be stepped up or down to transition from the highest elevation of the front facade height to the highest elevation of the rear facade. One or multiple steps along the side facades are allowed, **except no step shall occur within 40 feet of the front elevation or within 35 feet of the rear facade**. The City shall establish the elevation points used to calculate the average elevation of the front and rear property lines (see illustration A on file in the office of the City Clerk)." (Emphasis added)/

<sup>&</sup>lt;sup>2</sup> KCC §17.12.040.

<sup>&</sup>lt;sup>3</sup> KCC § 17.12.040 (Dimensional standards in CC Zone).

<sup>&</sup>lt;sup>4</sup> KCC § 17.124.040 (Floor Area Ratios & Community Housing).



2.07, which reflects 1,959 SF less than if the full 2.25 FAR were utilized.<sup>5</sup> This design represents a careful balance between creating usable square footage, which in turn supports the Workforce Housing contribution, and creating the necessary undulations to reduce the perceived mass of the building.

Learning from other similarly sized buildings in Ketchum, we studied and strategically implemented undulations in plan and elevation to erode mass and to fit in to the Main Street character while balancing permitted usable space in the building. Ultimately, no length of building along Main Street is greater than 26'-10" without an undulation; or greater than 35'-0" along 4th Street. No height of building is greater than 24'-0" from adjacent grade without undulation on Main Street, greater than 30'-0" from adjacent grade at 4th Street, or greater than 29'-2" from the rear alley. In addition, canopies line each street front to provide shelter from the elements and maintain the walking experience of the street, similar to the Enoteca building one block south of our site. Due to these undulations, minimal amounts of facade surface establish the building plane at the public faces.

#### **MASSING RELIEF PERCENTAGE**

A helpful metric to envision FAR utilization and building articulation is a *Massing Relief Percentage*. This percentage quantifies the amount of architectural relief of the physical form of the structure as it relates to the visual impacts from the various lines of sight and points of view. It represents how much spatial light is felt or experienced through relief and undulation of the mass. To the pedestrian or vehicular passerby, the form of a building can be experienced as a 3-story rubrics cube or with multiple spatial light planes as in origami-form. This metric calculates the buildable envelope and deducts the building from volume. The proposed building has a Massing Relief Percentage of 33%.

4th and Main uses only a fraction of its usable footprint area at multiple levels. At the Main Street level, 47% of the usable footprint is proposed to be developed, the remainder is proposed as unexcavated area, respecting the natural grade and allowing for 4th street activation. Similarly, the Upper Level of the project develops only 53% of the total footprint.

#### **PUBLIC BENEFITS**

4<sup>th</sup> and Main provides several benefits to the community. Most importantly, the project adds retail activation and vibrancy at one of Ketchum's most significant pedestrian corners. Three retail units front Main Street and 4th Street, with storefront windows draped in canopies,

<sup>&</sup>lt;sup>5</sup> Without the parking, which is located above ground to provide an alley entrance and save 4th street for retail and pedestrian activation, the unused FAR would be 4,624 SF or 1.84 FAR.



providing valuable space for local businesses and bringing to life a corner that has been dormant in the heart of the city.

With over 3100 square feet of activated sidewalk, this project will provide the only safe, uninterrupted, and fully ADA compliant access to Main Street on the block as it stretches up the hill. The heated sidewalk wraps the corner with covered awnings, five trees for natural screening and shade, planter boxes with native plantings, multiple sitting spaces for up to 16 seats, 8 bicycle parking stalls, and a designated art pedestal. This visually welcoming, pedestrian-oriented corner in Ketchum will encourage walking and shopping. The seating will draw pedestrians to the site and provide a space to gather, further supporting the businesses and also providing a counterbalance to the vehicle feel of Main Street.

4th and Main provides funding for Workforce Housing by payment of the In Lieu Fee to allow additional usable space within the building. A FAR of up to 2.25 may be approved with this contribution to Workforce Housing; the project only utilizes 2.07 and this *includes* parking that is required to be above-ground to enable full activation of 4th street with no access driveway to underground parking.<sup>6</sup> The density and scale of the project is consistent with City plans, City Code, and the surrounding uses along Main Street.

The five residential units also provide additional housing in an infill location, where residents can walk to businesses, restaurants, services and amenities throughout the city. The garage parking means these residents will not need to park on City streets. The mixed use nature of the building minimizes traffic impacts while supporting businesses in the core and adding vibrancy to this important part of the City.

#### **COMPREHENSIVE PLAN**

4th and Main will fulfill many goals of Ketchum's Comprehensive Plan. The Plan focuses on creating a "sustainable, vibrant, connected and more beautiful Ketchum" based on the principle of sustainability. Plan, p. iii.

Policy LU-2.1. Infill and Redevelopment. Support intensification of land uses on appropriate infill and redevelopment sites in the following areas: Downtown.

This infill development includes commercial store-fronts and integrated residential units – providing new retail space, housing, and activated public spaces to the downtown core on a formerly vacant lot, all surrounded by developed and redeveloping properties.

Policy E-1(b). Downtown as a Major Community Asset and Tourism Attraction. The community will strive to maintain a single concentrated commercial and retail core. The City will reinforce the downtown core's role as a major asset and visitor attraction by encouraging businesses

<sup>&</sup>lt;sup>6</sup> The FAR would be 1.82 if the parking were located below ground.

that fit the downtown character and by developing policies, programs, investment strategies, and organizations that help retain downtown businesses.

4th and Main provides three new highly visible commercial spaces in the downtown core to serve local businesses and attract new independent businesses, contributing to the downtown core's role as a major asset and visitor attraction. The project's activated streetscape and public spaces, with high visibility on Main Street and pedestrian connectivity along 4th Street, will draw visitors to and around the corner, supporting all commercial businesses in the area.

- Policy H-1.4. Integrated Housing in Business and Mixed-Use Areas. Housing should be integrated into the downtown core and light industrial areas, and close to the ski bases. The resulting mix of land use will help promote a greater diversity of housing opportunities as well as social interactions.
- Policy M-1.3 Compact Development and Housing Downtown and in Activity Centers. Encourage compact development, mixed uses, and additional housing density in the downtown and in high-activity areas. This will increase opportunities for walking, bicycling and transit ridership and reduce vehicle rips.

4th and Main provides five new residential units vertically integrated above three new retail spaces. The mixed-use project is horizontally integrated with the downtown core with activated sidewalk and public gathering space lining both Main Street and 4th Street at this key corner location. The project's residents can walk to employment, shopping, services, and recreation, reducing vehicle trips and resulting in greater social interactions and more vibrancy around-the-clock in the downtown core.

- Policy H-1.2 Local Solutions to Attainable Housing. ...The City will look to new funding mechanisms, and encourage a broad range of regulatory incentives and options for community housing. These may include unit buy-downs, unit reuse, density increases, and height bonuses.
- Policy H-2.1 The Ketchum community will support affordable housing programs. BCHA, ARCH, and KCDC will serve the important functions of promoting, planning, developing, managing and preserving the longterm supply of affordable housing options in Ketchum. The City will partner with other entities to fulfill its housing goals.

4th and Main proposes to utilize the City's incentive of increased FAR by paying the Workforce Housing In Lieu Fee to Blaine County Housing Authority, supporting the community's efforts to provide attainable housing.

Policy M-5.1 Complete Sidewalk Network. Connect destinations with pedestrian facilities and encourage walking by filling in missing sidewalk links, restoring damaged sidewalks, and requiring sidewalks as part of development approvals. Ensure that sidewalks are accessible and clear of impediments to passage.

4th and Main will provide over 3100 square feet of activated sidewalk with public gathering space lining both Main Street and 4th Street at this key corner location. The project will reconstruct sidewalk along 4th Street to make it ADA compliant.

**Policy M-5.4** Walkability and Sit-ability Improvements. Promote walkability and sit-ability through connected pathways, sidewalks and public seating; art, historical and cultural exhibits and other items of visual interest; and good wayfinding that encourages walking and dwell time in the downtown.

4th and Main will promote both walkability and sit-ability along both Main Street and 4th Street with heated sidewalks, covered awnings, trees for natural screening and shade, multiple seating areas for up to 16 seats, and a designated art pedestal to provide visual interest and to draw in passersby.

Policy H-3.4. Efficient Energy Use in New and Retrofitted Residential Construction. New housing will be energy-efficient, emphasize the use of durable and environmentally responsible materials, and implement best practices in site design and construction.

4th and Main will include energy-efficient construction with durable and environmentally responsible materials (e.g., minimum twenty-year materials and energy-efficient insulation values), and best practices in site design and construction.

- Policy CD-2.5. Energy and Water Efficiency in New Development. The community should promote the siting and use of renewable energy, water conservation, and the use of compatible native or xeric landscape planting.
- **Policy NR 6.4. Energy Conservation in New Construction.** Promote energy conservation features in residential and commercial development.

4th and Main will promote the siting and use of renewable energy, including rooftop solar panels to offset common area and exterior lighting needs; water conservation (drip line irrigation); and the use of compatible native landscape planting.

#### SITE AND PROJECT SUMMARY

- Lot Size 10,997 SF
- Building 22,784 SF
- 3 Retail Units 4,039 SF
- 5 Residential Units 12,029 SF
- 9 Private Parking Stalls 2,666 SF
- Balcony & Terrace 4,653

#### LEVEL-BY-LEVEL PROGRAMMING

#### Main St. Level

- Uses: Retail / Main Street Pedestrian Access / Elevator Access
- Bicycle racks
- Retail A: 1,659 nsf
- Retail B: 1,1718 nsf
- 11'-6" ceiling height
- Floor-to-ceiling glazing
- Community Housing: 2 Studio units (418 nsf & 518 nsf respectively)

#### **Alley Level**

- Uses: Retail / Private Garages / Condominiums / Private Terraces / Common Lobby
- Retail C: 662 nsf
- 2-bedroom condominium, 1,725 nsf
- 2-bedroom condominium, 1,505 nsf
- Refuse Area
- Private 1-car garage
- Three private tandem 2-car garages
- Private handicap tandem 2-car garage
- 10'-6" ceiling height

#### Middle Level

- Uses: Common Circulation / Condominiums / Private Terraces
- 3-bedroom condominium, 3,485 nsf, Private Terraces
- 2-bedroom condominium, 2,277 nsf, Private Terraces
- 10'-6" ceiling height

#### **Upper Level**

- Uses: Common Circulation / Condominium / Private Terraces

- 3-bedroom penthouse condominium, 3,039 nsf, Private Terraces
- 10'-6" ceiling height
- Building Mass maintaining minimum 11'-0" setback for fourth floor and minimum 40'-0" setback from Main Street

#### **KETCHUM'S DESIGN GOALS**

4th and Main not only meets the current City Code and Comprehensive Plan policies but also the design goals currently being considered by the City to develop new design standards.

1. Integrate new development into the natural and manmade environment around it.

4th and Main is an infill development that integrates with the sloped site and the surrounding built environment. The building height is comparable to uses across Main Street and immediately adjacent with the proposed redevelopment to the north, providing symmetry.

2. Strengthen the downtown pedestrian experience with more walkable areas.

4<sup>th</sup> and Main provides retail activation and vibrancy on a significant pedestrian corner with three retail units wrapping the corner and over 3100 sf of activated sidewalk, including a rebuilt and fully ADA compliant access along 4th Street. The activated streetscapes will feature heated sidewalks, covered awnings, trees and shade, planter boxes, sitting spaces for up to 16 seats, and a designated art pedestal, all strengthening the downtown pedestrian experience.

3. Avoid overbearing mass in design and break up facades into smaller components.

The 4th and Main building is designed well within the 42' height limit for the zone, with a maximum height of 36'-11' and no more than 30' at street property lines. The building also proposes a 2.07 FAR, where the City Code provides up to 2.25 as an incentive for Workforce Housing contributions. The stepped back building, undulating facades with significant architectural relief, and activated canopied streetscapes all reduce massing. Design elements and materials break up facades into smaller components.

4. Promote the surrounding environment's color and material palettes.

Many buildings on Main Street and around Ketchum have brick as a main material in the building. Our building also uses brick, with historic detailing, to continue that tradition. The brick is accentuated with wood siding to soften the building and bring in the feel of Silver Creek Outfitters and other surrounding buildings sharing our side on Main Street.



#### 5. Create inviting spaces that encourage community.

The proposed retail spaces along Main Street and 4<sup>th</sup> Street are designed to encourage pedestrian traffic and "window shopping" along these main through-fares. The over 3100 SF of sidewalk with multiple seating areas, landscaping, and designated art pedestal will draw in the public and give them space to commune. Consistent with the comprehensive plan, these spaces promote both walkability and sit-ability.

#### 6. Support Ketchum's history through reuse of historic buildings.

The 4<sup>th</sup> and Main site does not have an existing building on it. However, the proposed design for the site draws from Ketchum's existing structures and history to create a solution that respects the past and the environment around it.

#### 7. Promote innovation.

4th and Main strikes a balance in providing architectural elements based on Ketchum's existing buildings with a few modern touches and materials to add interest and variety. The project provides innovative streetscapes to encourage shopping, art, canopied storefront visuals, seating areas, all bringing together a human scale and a beautiful, usable mixed use building.

#### **CONCLUSION**

Thank you for your review and consideration of these materials. We are excited to present the 4th and Main development and we look forward to continued collaboration with City planning staff and discussion and with the Commission at the Pre-Application Design Review meeting.

Peter Paulos, Jr., AIA Principal, P|H Architects

the fould AH

June 17, 2022

City of Ketchum P.O. Box 2315 480 East Ave. N. Ketchum, ID 83340

Dear Mrs. Rivin,

Below please find a description of the revisions that have been made to the 4<sup>th</sup> & Main project since the project's Preliminary Zoning submission. The Commission comments are referenced along with our response to that comment:

1. The commission would like to see the brick used along with its detailing.

A distressed red brick finish shall be used on the 4<sup>th</sup> & Main building, similar to Arriscraft's General Shale "Schoolhouse" thin brick. It was the consensus of the commission, the client and our office that Scheme A (more brick option) best balanced the use of material for the project. The exterior wall assembly shall include a thin brick veneer that provides the look of full bed brick but saves on material. Details on sheet A6.0 have been added to show the brick relief at rectangular and arched openings, as well as windowsill locations.

2. The commission liked the use of exposed steel and rivet detailing of that steel.

Sheet A6.0 also includes detailing of how the decorative rivets would be applied to the exposed steel of the project.

3. The commission inquired about the developer using "in lieu" of fee for community housing. The commission preferred to see community housing units in the project.

Sheet A1.0 reflects the addition of two studio units of community housing. Access to the units is provided in the existing alcove that was designed between the approved 460 Main St. building and the 4<sup>th</sup> & Main project. Since the unit square footage was added to an area that was previously unexcavated area, it does not add to the apparent massing nor height of the building. The FAR of the building however was increased to 2.17 where an FAR of 2.25 is allowed.

4. The commission commented that the retail units seemed large for the Main St. business clientele.

The revised Sheet A1.0 depicts the option to divide the retail spaces into 4 smaller spaces at the Main St. level. These smaller spaces range from a minimum of 512 nsf

to a maximum of 886 nsf and are depicted by the dashed walls on the Main St. Level plan, drawing 2/A1.0. Additional doors were added to the floor plans and elevations to provide access to the smaller spaces, while maintaining the original design aesthetic. Storage areas for the retail spaces were also added to the floor plan, adding to the increase in FAR.

5. The commission commented that there was an abundance of glazing on the North side of the building.

The glazing area at the north side of the Alley and Middle Levels of the project have been reduced. This is reflected on revised Sheet A2.1.

6. The commission inquired about sustainable elements that might be included in the design.

Solar panels shall be installed at the roof of the 4<sup>th</sup> & Main Building. The glazing throughout the project is proposed to be triple glazed to achieve a greater u-value and the Solar Heat Gain Coefficient of the glazing shall be designed to take advantage of the passive solar benefits of the southern facing windows in the project. Due to the southern glazing, interior artificial light use will be diminished saving on electricity. The exterior wall assembly of the project is designed to have rigid insulation panels with cement board facing to provide continuous insulation benefits to the conditioned spaces.

Please contact us with any questions. Thank you.

Ste Sould AH

Peter Paulos, Jr., AIA

Principal, P|H Architects



CHRIS ENSIGN 4685 Highland Dr 224 SALT LAKE CITY, UT 84117

To whom it may concern,

Thank you for your inquiry about electrical service at 400 MAIN ST KETCHUM, ID 83340

The property is located within Idaho Power's service area in the state of Idaho

Idaho Power will provide electrical service to this location once any required easement or right of way are obtained by Idaho Power and/or the Customer, and in compliance with the statutes of the State of Idaho/Oregon and the Idaho Power tariffs on file with our regulatros. Tariffs include the General Rules and Regulations that covers new service attachments and distribution line installations or alterations.

Idaho Power has reviewed your project to be served at the above address. This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right of way and to be shared by the 5th and Main Street project currently under construction.

In addition to the transformer to be installed at the north, 3 new 4" conduits will be required to be installed in the alley to the north east property corner of your project and terminate in a secondary bus cabinet installed on property. This customer owned secondary bus cabinet will be Idaho Power's Point of Delivery.

Sincerely,

Cyndi Bradshaw

Cyndi Bradshaw

PO Box 3909

Hailey ID 83333

#### CLEAR CREEK DISPOSAL

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

March 10, 2022

City of Ketchum Planning Department P O Box 2315 Ketchum, ID 83340

Re: 4th & Main

To Whom It May Concern,

I have met with the development team regarding future garbage services at this site. Please see the following:

Clear Creek Disposal has reviewed the plans the  $4^{th}$  &Main Street development and can adequately service the proposed development as proposed.

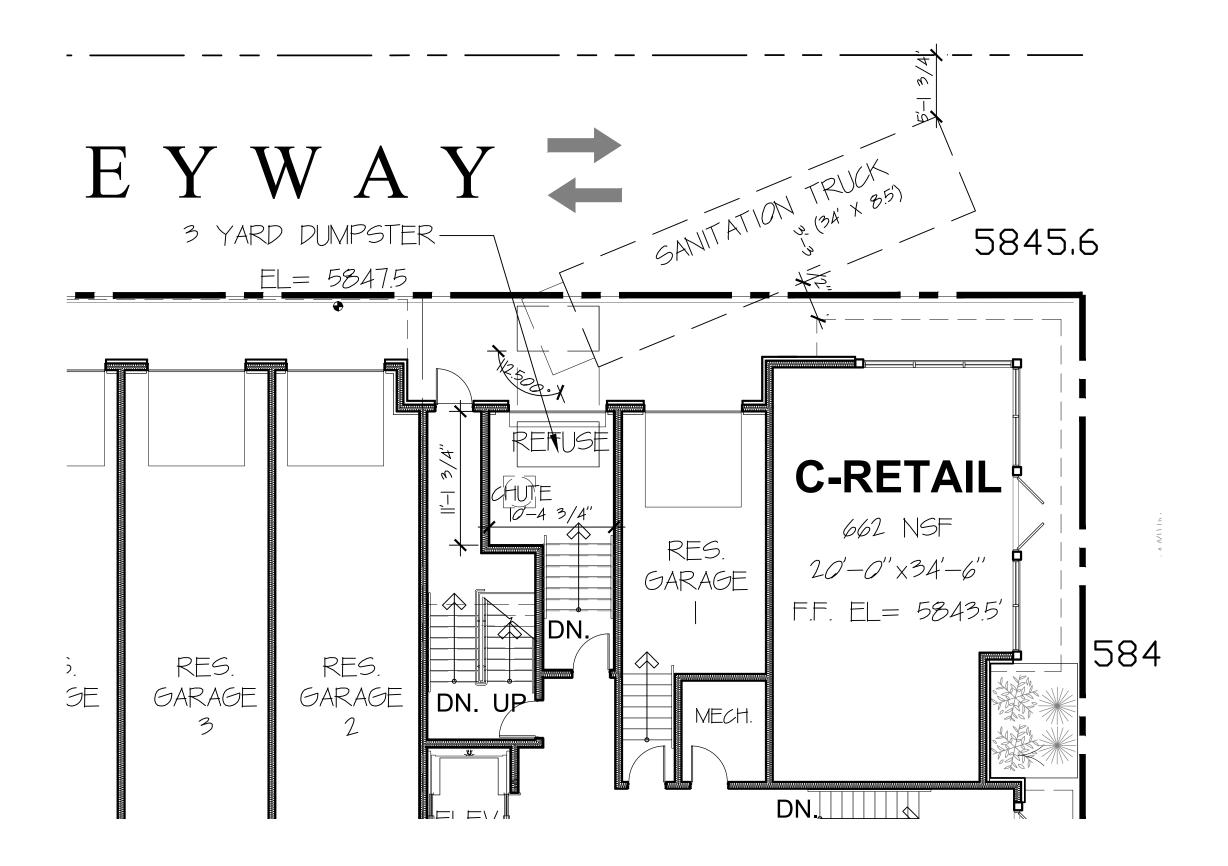
A dumpster mounted on a Garbage Glider system will be installed and served multiple days per week. Clear Creek Disposal will approach the facility heading North in the alley from 4<sup>th</sup> St. and have an angled approach to the dumpster extended from the garbage room. Clear Creek will have access to the Garbage Room to access automatic controls to the dumpster glide platform system.

If you would like to discuss and/or need further information, please contact me.

Respectfully,

Mike Goitiandia Clear Creek Disposal

.4th & Main - 1



## Attachment B Application Materials: Design Review Plan Set

## MIXED USE DEVELOPMENT

4TH & MAIN STREETS
KETCHUM, BLAINE COUNTY, IDAHO

DATE: JULY 14, 2022 REVISED: JANUARY 30, 2023





### A R C H I T E C T S

38 Taunton Hill Road Newtown, Connecticut 06470 (203) 426-6500 tel. (203) 426-6503 fax ph-archs.com

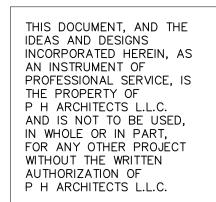
GALENA ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
317 North River Street
Hailey, Idaho 83333
tel: (208)725-1705

EGGERS ASSOCIATES
LANDSCAPE ARCHITECTURE
560 North Second Avenue
Ketchum, Idaho 83340
tel: (208)725-0988
fax: (208)725-0972

TAFT ENGINEERING, LLC 8610 South Sandy Parkway, Suite #200 Sandy, Utah 84070 tel: (801)566-8012 www.tafteng.com

L	IST OF DRAWINGS:	LAST ISSUED	
CV 1.0	COVER SHEET	1/19/23	
C 0.1 C 0.2 C 0.9 C 1.0	NOTES AND DETAIL  DETAIL SHEET SITE PLAN SITE PLAN SITE PLAN, GRADING AND DRAINAGE PLAN  PLAT SHOWING LOT 1A, BLOCK 5, KETCHUM TOWNSITE  PLAT SHOWING SOLSTICE CONDOMINIUMS PLAT SHOWING SOLSTICE CONDOMINIUMS	1/26/23 1/26/23 1/26/23 1/26/23 September 2022 September 2022 September 2022	
E100 E101 E101A  E200 E201 E201 E202 E203 E204 E601 E602 E603  E701 E702  E801 E802 E901	ELECTRICAL GENERAL NOTES ELECTRICAL FIRST FLOOR SITE PLAN ELECTRICAL FIRST FLOOR SITE PHOTOMETRIC PLAN  LOWER LEVEL POWER PLAN ALLEY LEVEL POWER PLAN MIDDLE LEVEL POWER PLAN UPPER LEVEL POWER PLAN ROOF POWER PLAN  ELECTRICAL DETAILS ELECTRICAL DETAILS ELECTRICAL DETAILS ELECTRICAL DETAILS ELECTRICAL POWER RISER DIAGRAM ELECTRICAL POWER RISER DIAGRAM ELECTRICAL SCHEDULES ELECTRICAL SCHEDULES ELECTRICAL SCHEDULES	10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22 10/25/22	
LANDSCAPE	LANDSCAPE PLAN LEVEL 01 & 02 LANDSCAPE PLAN LEVEL 04	1/31/23 1/31/23	
A1.0 A1.0a A1.1 A1.2 A2.0 A2.1 A2.2 A3.0 A5.0 A5.1 A5.2 A5.3 A6.0	SETBACK PLANS CODE DATA  MAIN ST. & ALLEY LEVEL PLANS PARKING STALL DIMENSION PLAN MIDDLE & UPPER LEVEL PLANS ROOF PLAN  FRONT & SIDE EXTERIOR ELEVATIONS REAR & SIDE EXTERIOR ELEVATIONS COMBINED MAIN ST. ELEVATION  MASTER SIGNAGE PLAN  PERSPECTIVE RENDERING PERSPECTIVE RENDERING CONSTRUCTION MANAGEMENT PLAN  DETAILS	10/25/22 10/13/22 1/30/23 10/25/22 1/30/23 1/30/23 9/6/22 9/6/22 6/17/22 6/17/22 1/30/23 1/30/23 1/30/23 6/17/22 6/17/22	

## NOTE: NOT FOR CONSTRUCTION



WORK SHALL CONFORM
TO APPLICABLE CODES
AND REQUIREMENTS OF
UTILITIES AND
AUTHORITIES HAVING
JURISDICTION.

DO NOT SCALE THE
DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES. MIXED USE
DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,

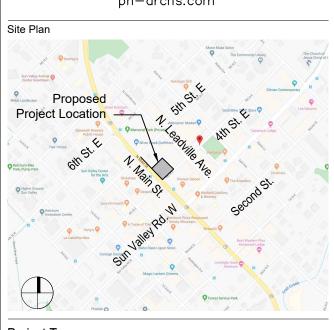
IDAHO 84117

MILLCREEK, UT 84117

epared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224

P H ARCHITECTS

38 Taunton Hill Road
Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com



oject Team:

Architect and Planner:

P H Architects, LLC

38 Taunton Hill Road

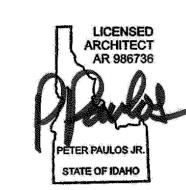
Newtown, Connecticut 06470
(203) 426-6500 tel.
(203) 426-6503 fax

Civil Engineer:

Galena Engineering, Inc. 317 North River Street Hailey, Utah 83333 (208) 788-1705 tel. Landscape Architect:

Eggers Associates, Landscape Architecture 560 North Second Avenue Ketchum, Idaho 83340 (208) 725-0988 tel. (208) 725-0972 fax

Sea



Revisions
No. Date Issue
9. 2013/01/30 ZONING COMMENTS

COVER SHEET

 Date:
 2012-07-|4
 Project No.:

 Scale:
 NTS

 Design:
 Checked:

 sbz

CV1.0

© P H ARCHITECTS, LLC

#### CONSTRUCTION NOTES

- 1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC ON SITE DURING CONSTRUCTION.
- 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
- 3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- 4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
- 5. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 6. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 7. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- 8. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
- 9. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF
- 10. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- 11. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- 12. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD
- 13. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 14. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 15. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 16. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 18. ALL CONCRETE FORM WORK SHALL SHALL CONFORM TO ISPWC SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C.
- 19. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 20. TOPOGRAPHIC, SITE, AND BOUNDARY SURVEYS SHOWN HEREON WERE CONDUCTED BY BENCHMARK ASSOCIATES, P.A., 11/6/2019. REFER TO TOPOGRAPHIC MAP FOR NOTES. PROPOSED CONDITIONS FOR 460 N MAIN STREET SHOWN HEREON ARE PER DESIGN DRAWINGS BY GALENA ENGINEERING, INC. ON JANUARY 19, 2023. CONTRACTOR SHALL VERIFY NO CHANGES TO ADJACENT PROPERTY DESIGN HAVE OCCURRED PRIOR TO CONSTRUCTION.
- 21. PER IDAHO CODE 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

- 4" OF 3/4" TYPE I AGGREGATE BASE

– 6" OF 2" TYPE II SUBBASE

— COMPACTED SUBGRADE

1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.

2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800

3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT,

4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS

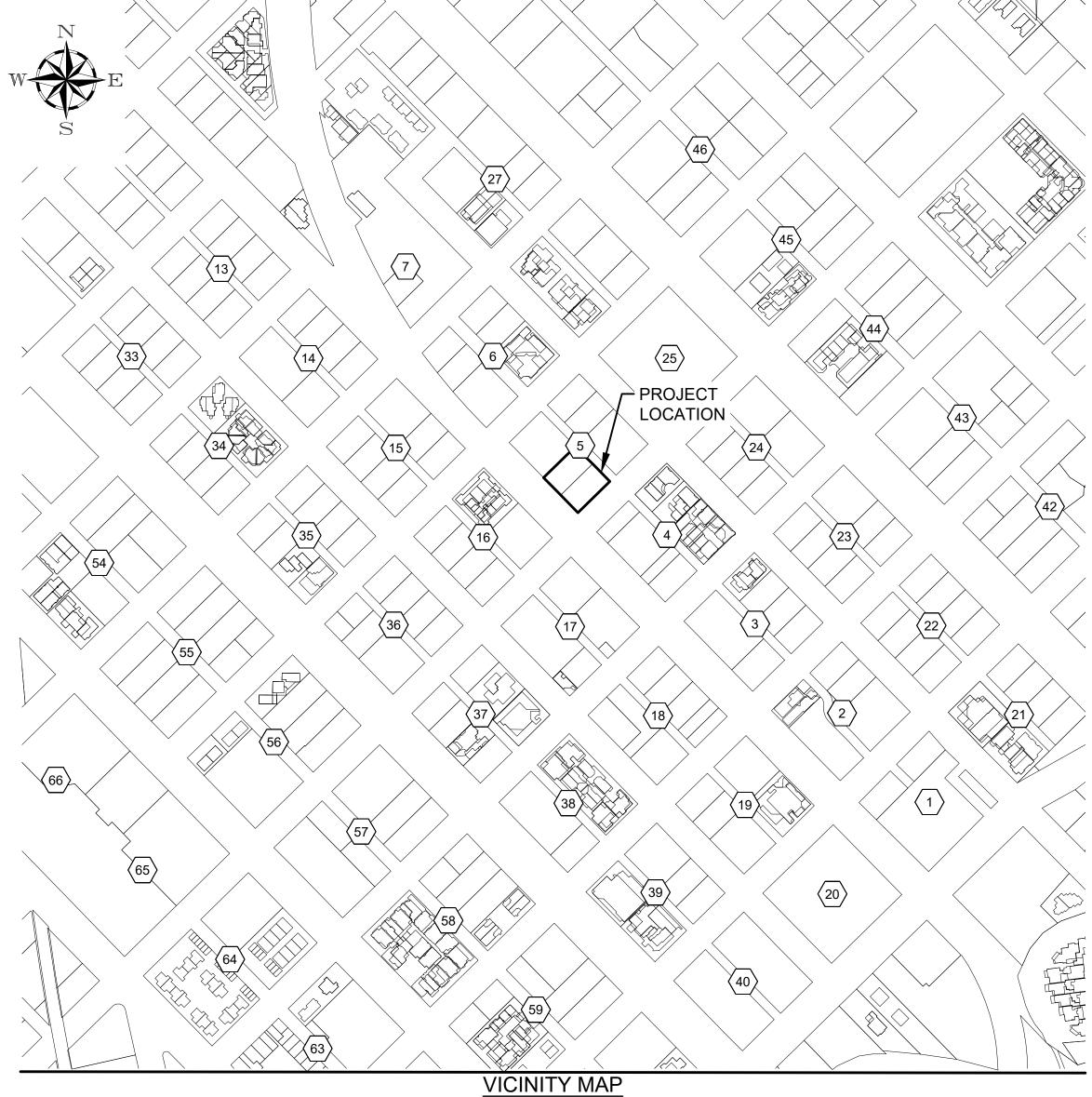
5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING

HEATED 6" CONCRETE ROLLED CURB & GUTTER

AGGREGATES AND ASPHALT.

(8-FEET W/SIDEWALK).

STAMPED BY A LICENSED ENGINEER, IS PROVIDED.



-4" OF 3/4" TYPE I AGGREGATE BASE

-6" OF 2" TYPE II SUBBASE

— COMPACTED SUBGRADE

ZERO REVEAL CURB & GUTTER

TRANISTION SECTION

ISOMETRIC VIEW

POINTS OF RADII.

AGGREGATES AND ASPHALT.

SPACING (8-FEET W/SIDEWALK).

1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE. 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800

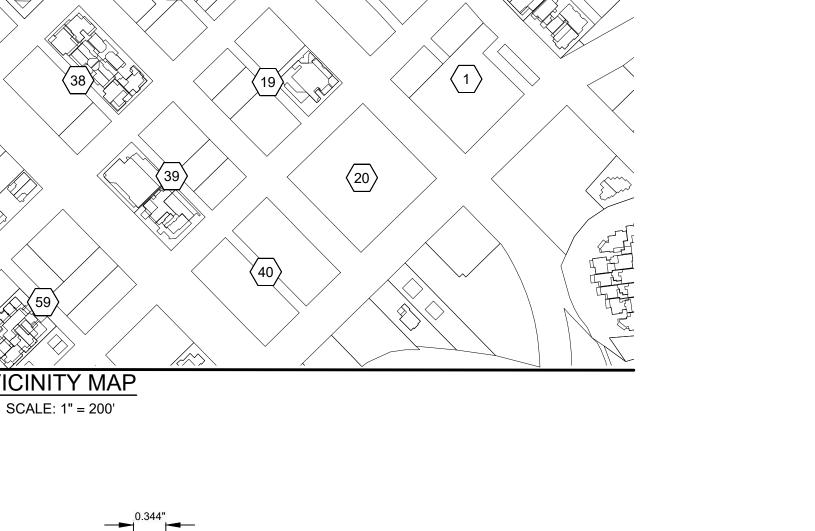
3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL

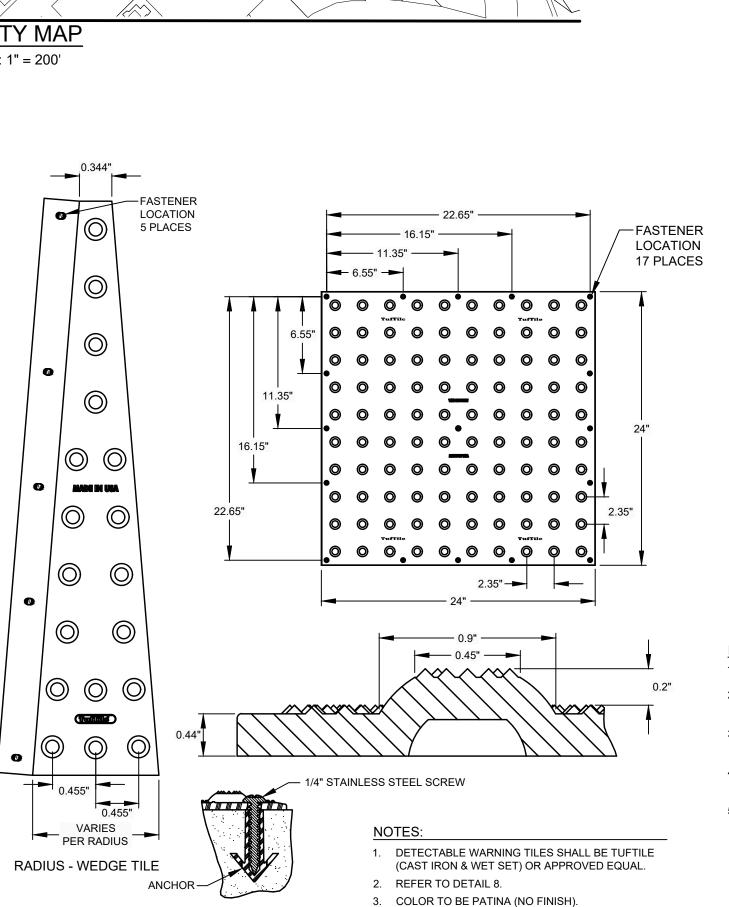
4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL

TYPICAL CURB TRANSITION DETAIL

5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM

REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.





ANCHOR DETAIL

**DETECTABLE WARNING PLATE** 

SLOPE VARIES 3" OF ASPHALT C4" OF 3/4" TYPE I AGGREGATE BASE COMPACTED SUBGRADE |

1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE.

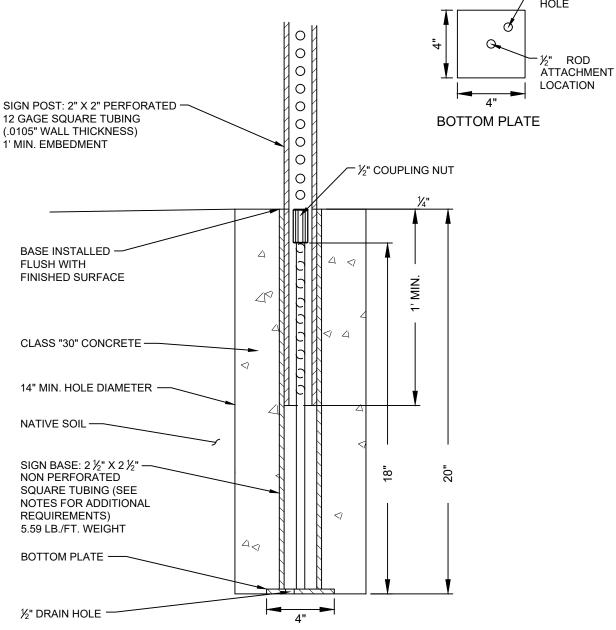
- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
- 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT

SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

TYPICAL STREET ASPHALT SECTION

- CITY OF KETCHUM 4TH STREET HERITAGE CORRIDOR STANDARD PAVERS: BELGARD CATALINA GRANA, IO VICTORIAN COLOR -JOINTING SAND -SNOWMFLT TUBING 4" OF 3/4" MINUS AGGREGATE LEVELING COURSES COMPACTED SUBGRADE

- SLAB SHIELD FOIL-FACED INSULATION (R-5 MIN) BELOW SAND, PERFORATE AT 12" O.C. EACH WAY.



OR GROUTED INTO SOLID ROCK.

- 1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE.
- 2. ALL INSTALLATIONS SHALL HAVE 14" MINIMUM FOUNDATION
- 3. ALL STREET SIGNS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MUTCD.
- 4. SIGN PLACEMENT SHALL BE APPROVED BY THE CITY OF
- KETCHUM. 5. CITY TO PROVIDE BASES.

SIGN BASE MATERIAL & DIMENSION REQUIREMENTS ½" OUTSIDE TUBE STEEL (20" LENGTH) 2 1/8" INSIDE TUBE STEEL %<sub>6</sub>" THICK NTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS " COLD ROLLED ROD (18" LENGTH) 1/2" COUPLING NUTS BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENTS 4" X 4" X 1/4" STEEL STRAP

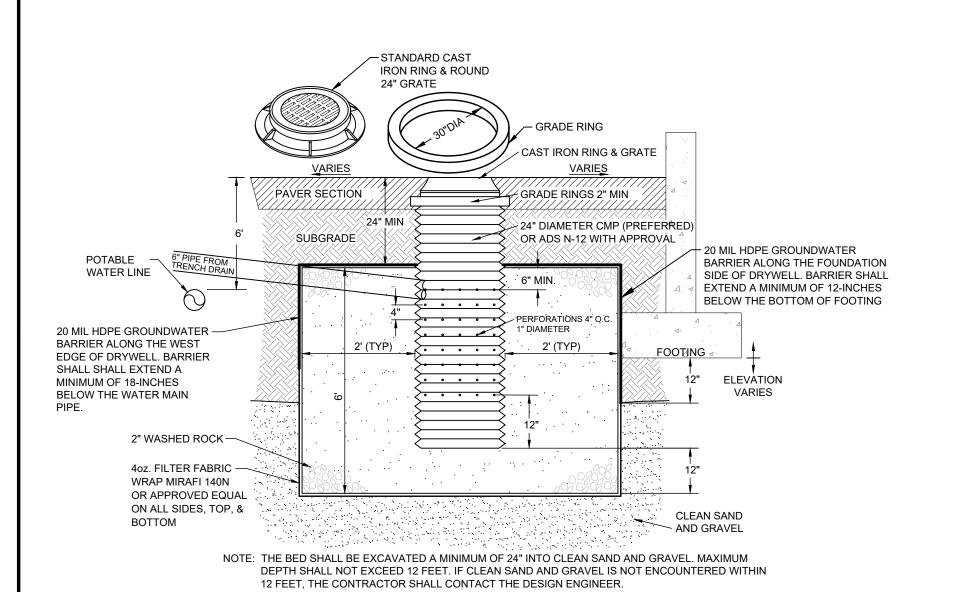
ΓΥΡΙCAL SIGN BASE

22025

NOT FOR **JUNSTRUCTIC** 

S

Z V



DRYWELL DETAIL (6' Ø)

-CORE DRILL WALK OR INSTALL

∕−1/2" MAXIMUM PER ADA EDGE

-FINISHED GRADE OF LANDSCAPING

SLEEVE FOR POSTS

1 1/4" DIAMETER PIPE — WITH A MINIMUM 1/8"

PROVIDE ESCUTCHEON

MASTIC BELOW AT POST BASE TO PREVENT WATER

PENETRATION

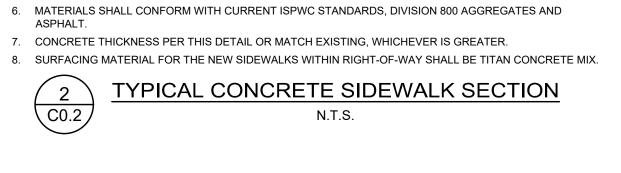
PLATE WITH SEALANT OR

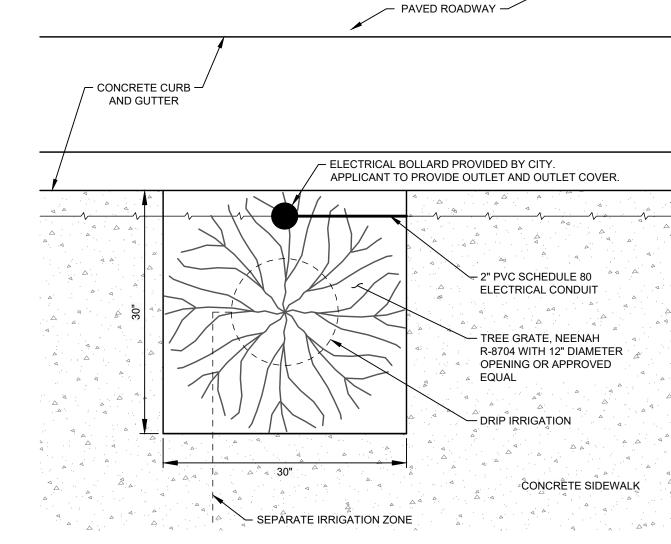
WALL

SLOPE VARIES SNOWMELT TUBING 5" OF CONCRETE S 2" OF 3/4" MINUS AGGREGATE LEVELING COURSE COMPACTED SUBGRADE

- 1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
- 2. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE  $\frac{1}{2}$ " EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
- 3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY  $\frac{1}{6}$ " WIDE,  $\frac{3}{4}$ " IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
- 4. WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
- 5. SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB. 6. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND
- 7. CONCRETE THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER.

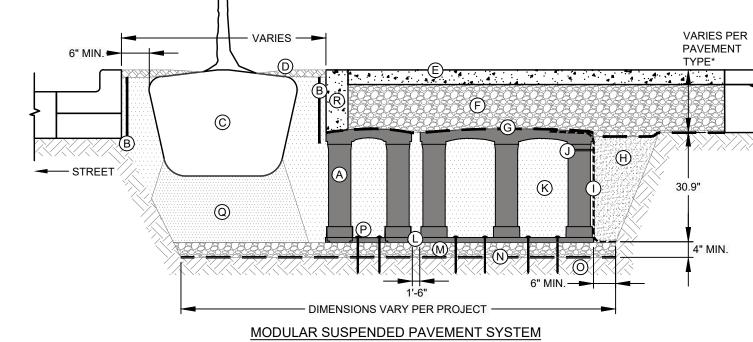
\ C0.2 N.T.S.





- 1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.
- 2. CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.
- 3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
- NO DIRECT BURIAL WIRE PERMITTED.
- 5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

#### PLAN VIEW



\*MINIMUM PAVEMENT PROFILE

" CONCRETE

3" PAVER

4" ASPHALT

2.6" PAVER ..

OPTIONS TO MEET H-20 LOADING

+ AGGREGATE

BASE COURSE

... + 4" AGGREGATE

. + 12" AGGREGATE

. + 12" AGGREGATE

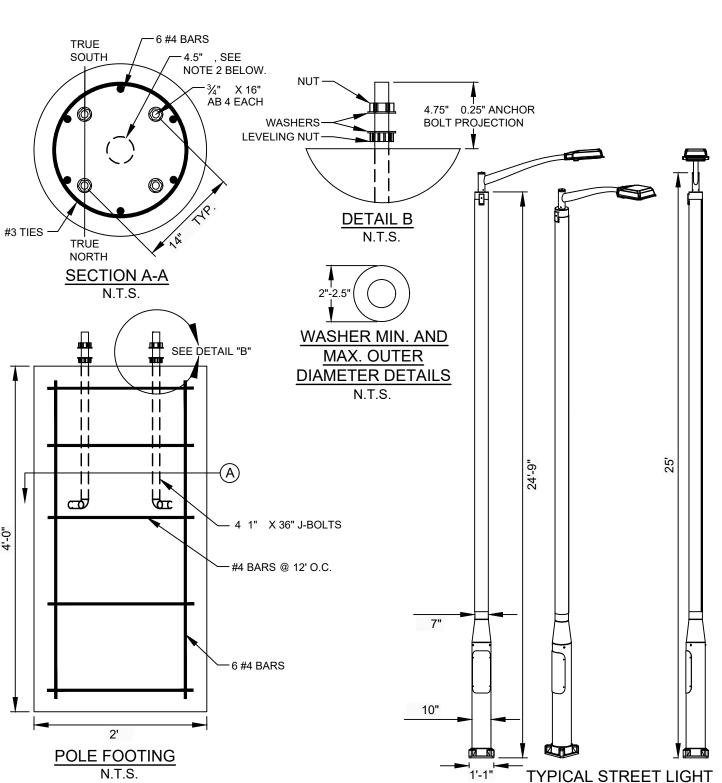
... + 5" CONCRETE

- A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY
- THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
- C. TREE ROOT PACKAGE, SIZE VARIES D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- E. SURFACE TREATMENT, PER PROJECT
- F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
- H. BACKFILL, PER PROJECT SPECIFICATIONS
- I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
- K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- L. SILVA CELL BASE SLOPE, 10% MAX
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
- Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

#### SECTION VIEW

- 1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
- 2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL

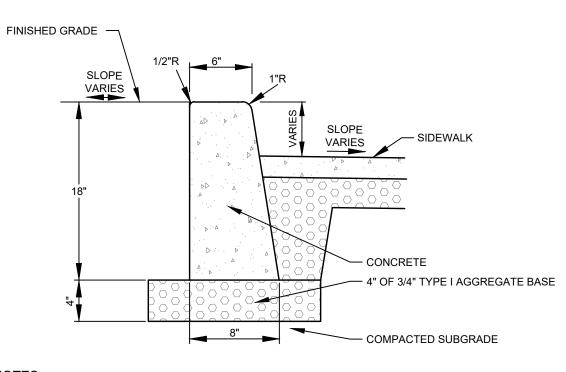




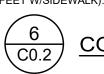
#### 1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL

- 2. ANY CONDUITS AND OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE (IF REQUIRED) ARE 5' MIN. ABOVE THE BASE.
- 3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR
- GRID-TIED POLES. 4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
- 5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF KETCHUM.





- 1. SUBBASE CAN BE 2" TYPE II OR  $\frac{3}{4}$ " TYPE I CRUSHED AGGREGATE BASE COURSE. 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800
- AGGREGATES AND ASPHALT.
- 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
- 4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS
- 5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).



CONCRETE VERTICAL CURB

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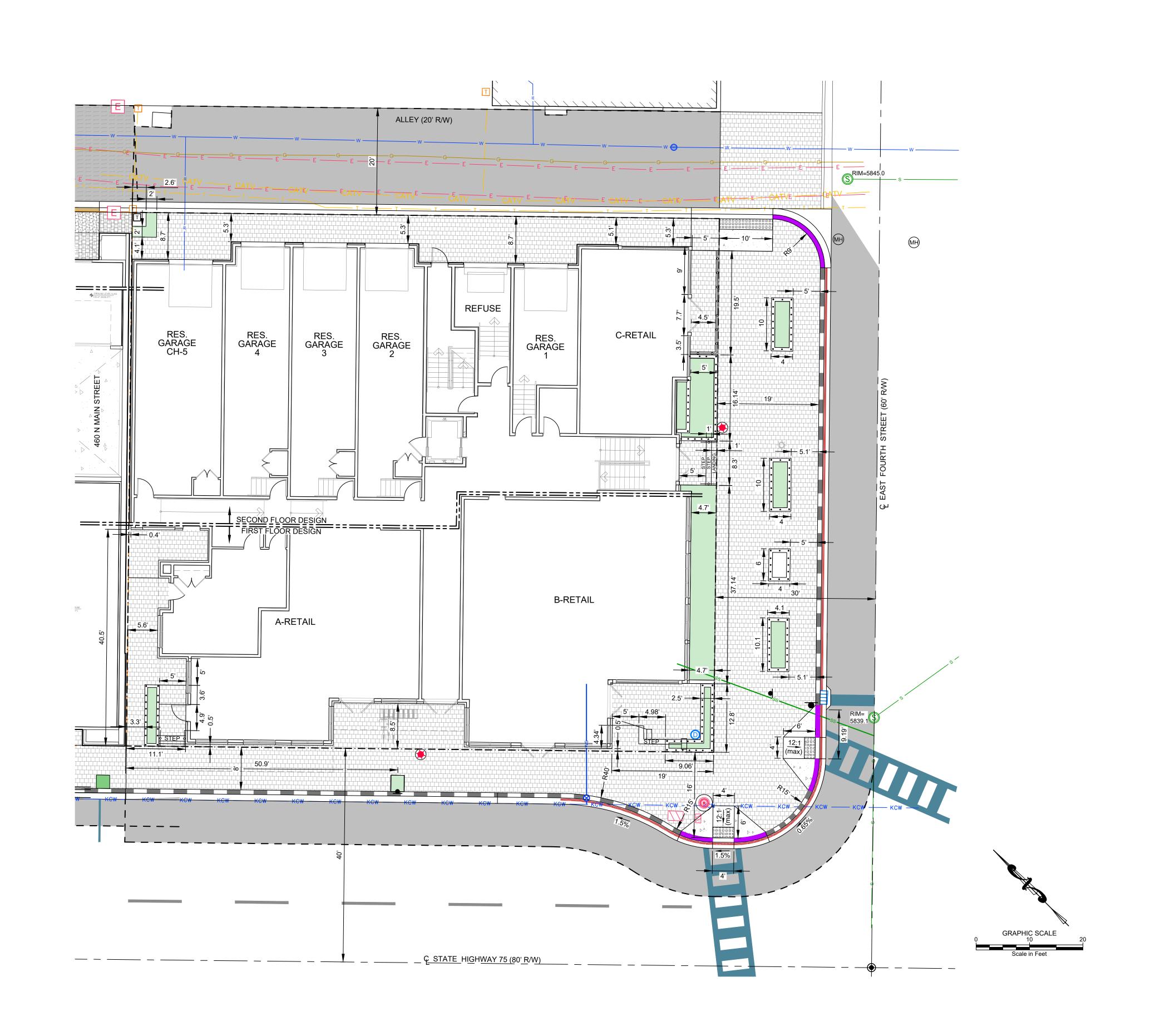
CONCRETE STEP -1. HANDRAIL SHALL BE PAINTED. PAINT SPECIFICATIONS PER OWNER. 2. CLEAR WIDTH: THE CLEAR WIDTH BETWEEN HANDRAILS SHALL BE 36 INCHES MINIMUM PER ADA REQUIREMENTS (405.5) NOTE: WALL MOUNTED HANDRAIL SHALL BE USED NEXT TO BUILDING STAND ALONE HANDRAIL DETAIL WALL MOUNTED HANDRAIL DETAIL HANDRAIL DETAIL AT STEPS 1 1/4" DIAMETER PIPE WITH A -MINIMUM 1/8" WALL 6'-0" MAXIMUM SPACING 6'-0" MAXIMUM SPACING PROVIDE ESCUTCHEON --CORE DRILL PLATE WITH SEALANT OR WALK OR INSTALL SLEEVE MASTIC BELOW AT POST BASE TO PREVENT WATER FOR POSTS PENETRATION LANDING RAMP SEE PAVER → SECTION

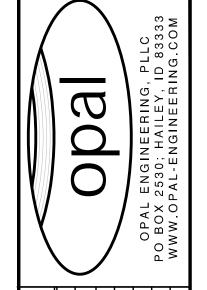
6'-0" MAXIMUM SPACING

BETWEEN POSTS

HANDRAIL DETAIL AT RAMP







PURPOSE: ISSUE FOR DESIGN REVIEW (01/26/2023)

REVISION NO. DATE DESCRIPTION

SERVISION NO. DATE DESCRIPTION

SERVISION NO. DATE DESCRIPTION

T7618

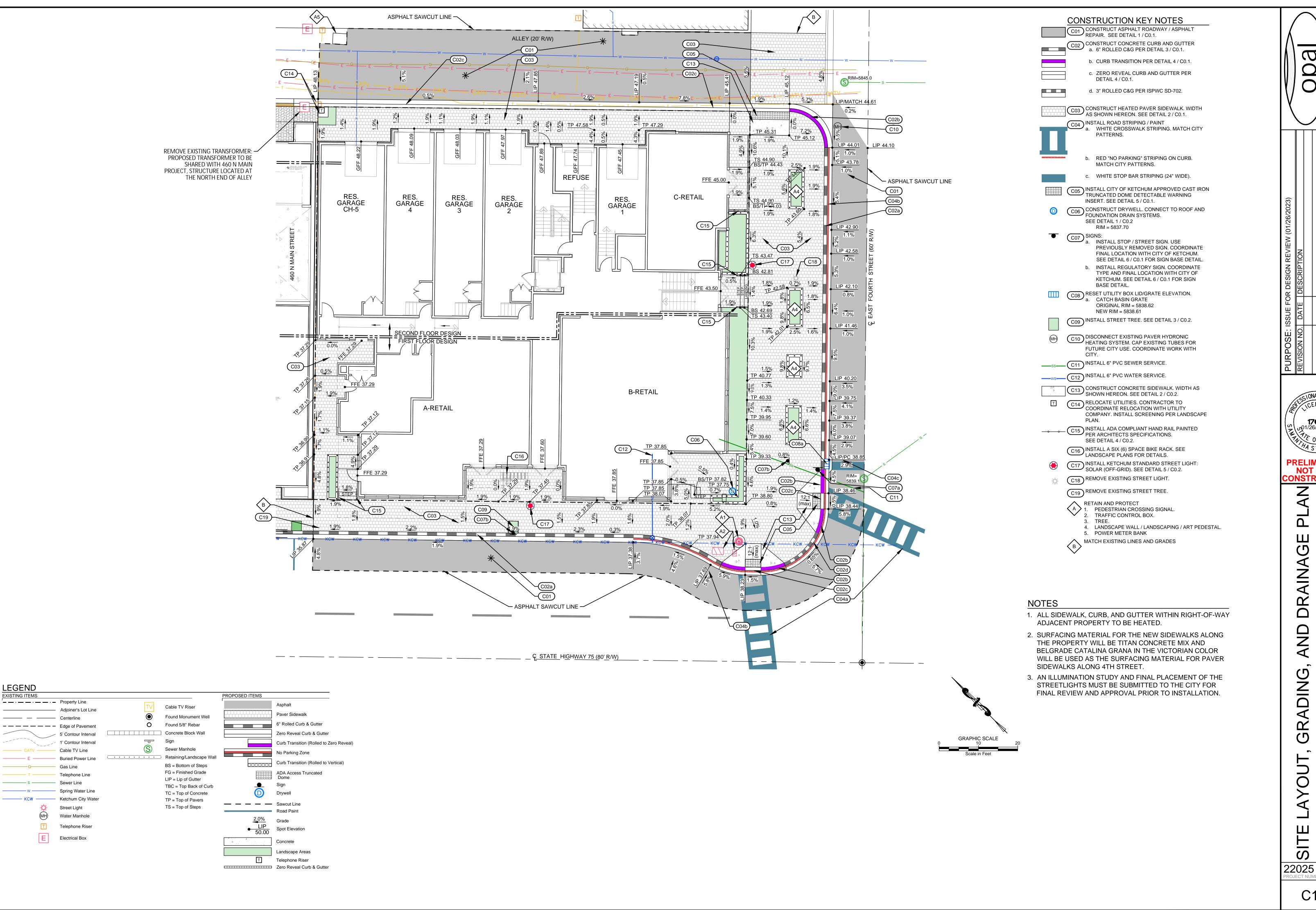
PRELIMINARY
NOT FOR
CONSTRUCTION

SITE GEOMETRY PLAN

4TH AND MAIN STREET MIXED USE D

22025 PROJECT NUMBER

C0.9

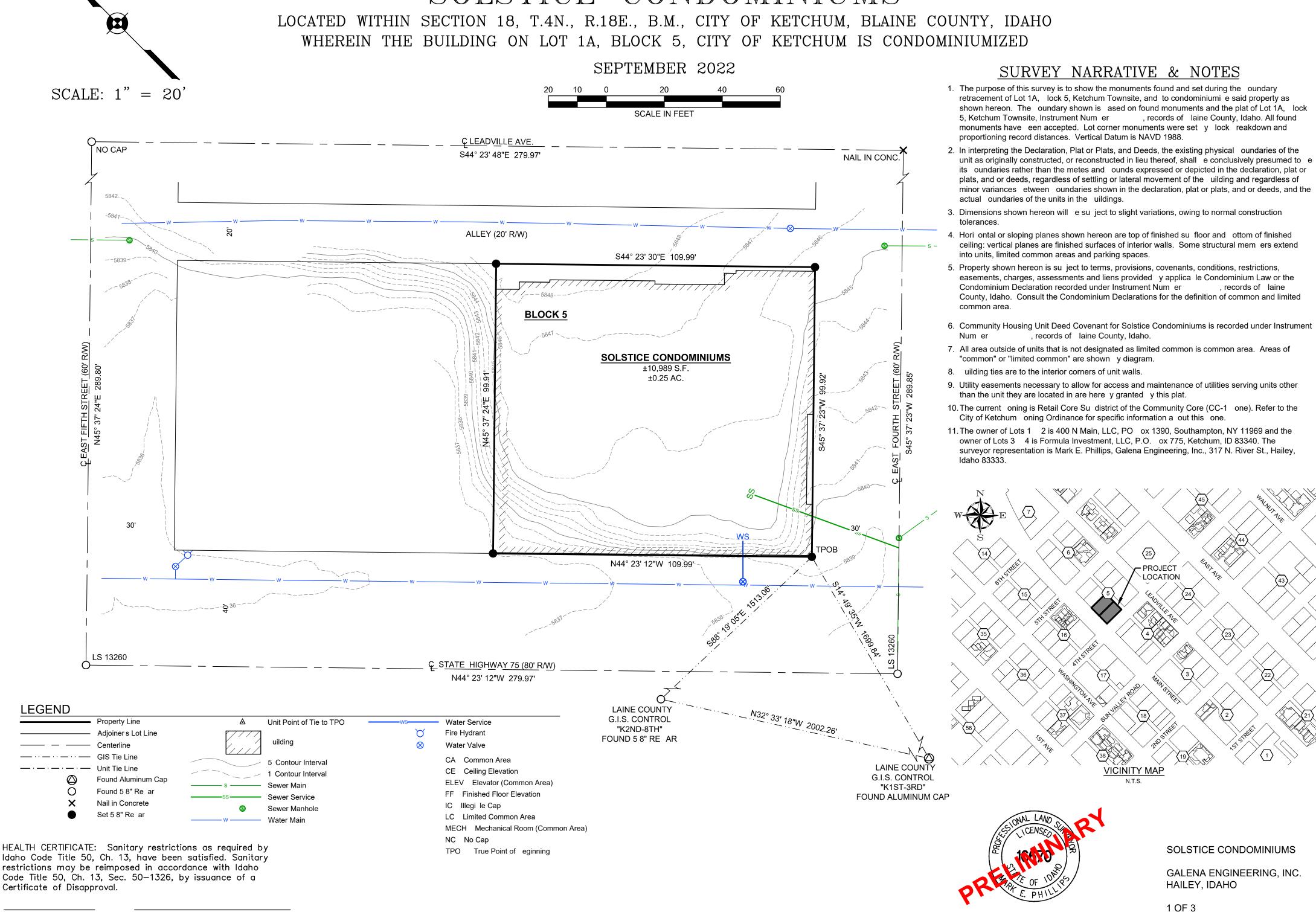


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C1.0

## A PRELIMINARY PLAT SHOWING

# SOLSTICE CONDOMINIUMS



Date

South Central District Health Dept., EHS

MARK E. PHILLIPS, P.L.S. 16670

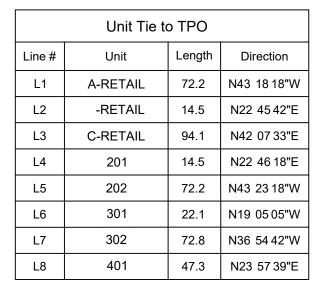
Jo No. 7821

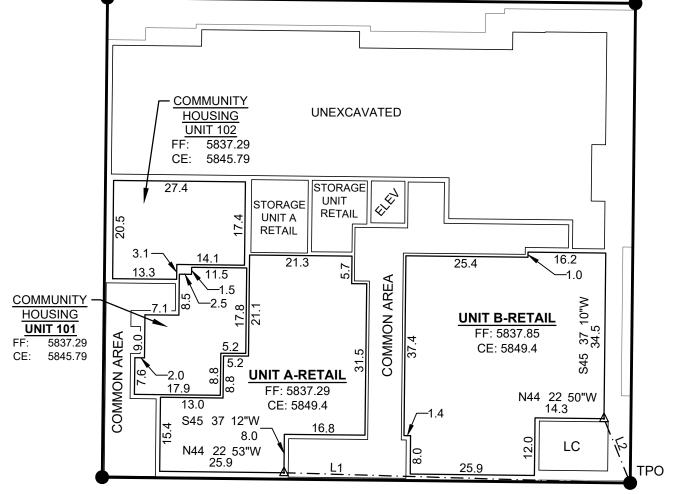
## A PRELIMINARY PLAT SHOWING

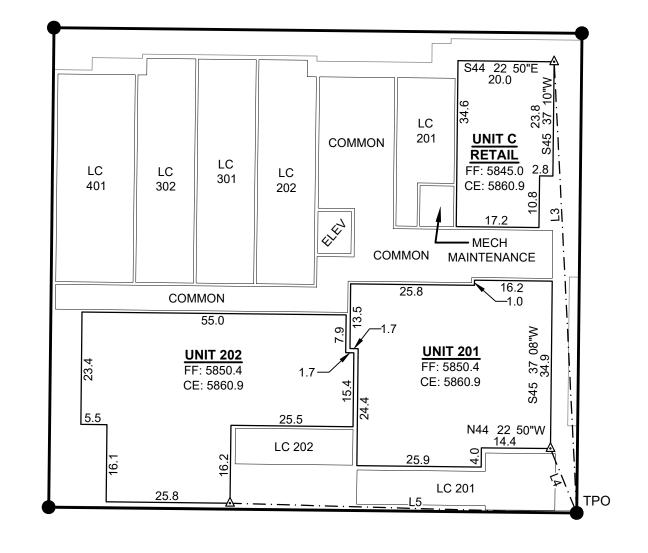
# SOLSTICE CONDOMINIUMS

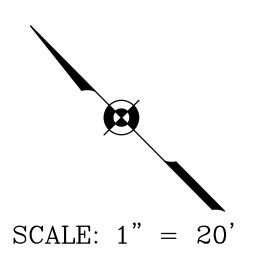
## SEPTEMBER 2022





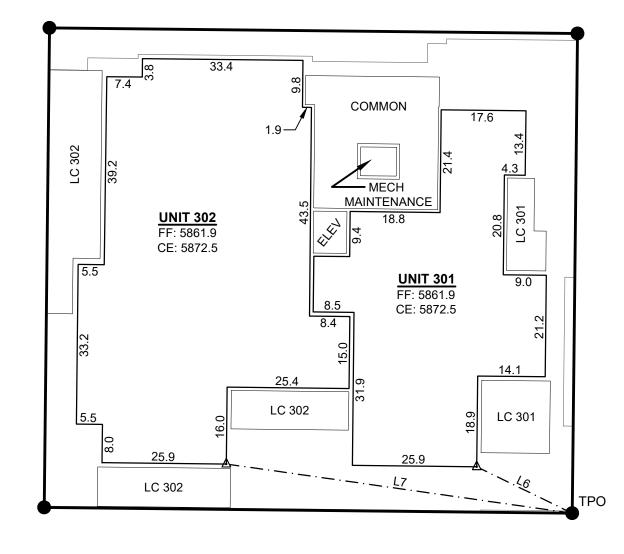




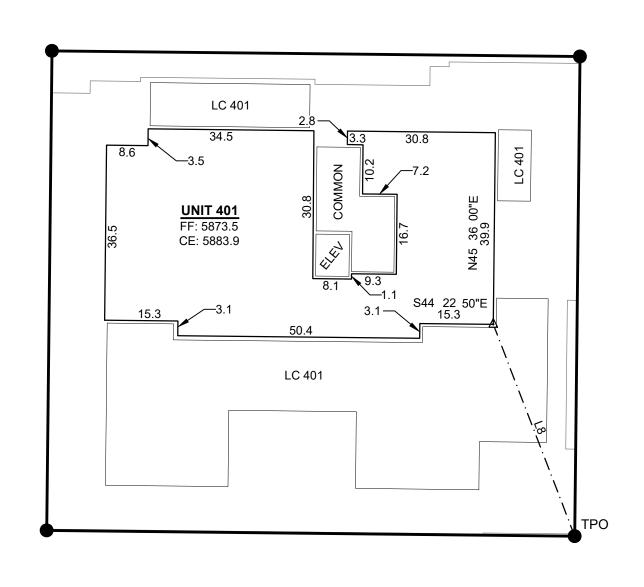


UNITS A-RETAIL AND B-RETAIL (1ST FLOOR)

UNITS 201, 202, & C-RETAIL (2ND FLOOR)



UNITS 301 & 302 (3RD FLOOR)



UNIT 401 (4TH FLOOR)



MARK E. PHILLIPS, P.L.S. 16670

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC. HAILEY, IDAHO

2 OF 3 Jo No. 7821

NOTE: See Sheet 1 for Legend and Notes.

## CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned are the owners in fee simple of the following described condominium property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lots 1 - 4, Block 5, Ketchum Townsite

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that all units within this condominium plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of units shown within this plat.

It is the intent of the owners to hereby include said	d condominium property in this plat.
400 N Main, LLC, An ¿¿ Idaho ?? Limited Liability Co	ompany
BY:, Member	
	$\cap$ M $\square$ N $\square$
ACKNOWLED	GMENI
STATE OF	
STATE OF	before me, a Notary Public in and for said State, identified to me to be a member of the limited nent, and acknowledged to me that such limited
IN WITNESS WHEREOF, I have hereunto set my h this certificate first above written.	nand and affixed my official seal the day and year
	Notary Public in and for said State
	Residing in
	My Commission Expires

## SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55—1601 through 55—1612.

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVI	EYOR'S APPROVAL
I, Sam Young County Surveyor for Blaine County, Ic foregoing Plat and computations for making the same c laws of the State of Idaho relating to Plats and Surveys	and have determined that they comply with the
Sam Young, P.L.S. 11577 Blaine County Surveyor	Date
KETCHUM CITY ENGING The foregoing plat was approved by on this day of, 2020.	
	City Engineer
KETCHUM CITY COUN  I,, Planner in and for the City of plat was duly accepted and approved according to the I	Ketchum, do hereby certify that the foregoing
By:	 Date
Certified by City Clerk Robin Crotty	
By:	Date
BLAINE COUNTY TREAS  I, the undersigned County Treasurer in and for Blaine County Code 50-1308, do hereby certify that any and all taxes for the property included in this subdivision have the next thirty (30) days only.	ounty, State of Idaho per the requirements of current and/or delinquent county property
 Blaine County Treasurer	 Date

## BLAINE COUNTY RECORDER'S CERTIFICATE

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC. HAILEY, IDAHO

3 OF 3 Jo No. 7821

SYMBOL	DESCRIPTION		
SWITCHES			
\$	SINGLE POLE SWITCH		
\$ <sub>2</sub>	TWO POLE SWITCH		
\$3	THREE WAY SWITCH		
\$ <sub>4</sub>	FOUR WAY SWITCH		
\$ <sub>0</sub>	DIMMER SWITCH (PROVIDE DIMMER COMPATIBLE WITH LIGHT(S) BEING CONTROLLED)		
\$ <sub>BD</sub>	DIMMER THREE WAY SWITCH (PROVIDE DIMMER COMPATIBLE WITH LIGHT(S) BEING CONTROLLED)		
	MASTER OVERRIDE SWITCH		
 \$тм	ELECTRIC TIMER SWITCH		
\$p	SWITCH WITH RED PILOT LIGHT IN HANDLE		
\$ws	MANUAL MOTOR STARTER WITH HEATER ELEMENTS		
\$ <sub>K</sub>	SWITCH WITH KEYED LOCK OPERATION		
 \$j	SWITCH WITH JANITORIAL KEY LOCK OPERATION		
\$os	WALL MOUNTED OCCUPANCY SENSOR SWITCH (DUAL TECHNOLOGY)		
\$vs	WALL MOUNTED VACANCY SENSOR SWITCH (DUAL TECHNOLOGY)		
<u>(</u> (s)	CEILING MOUNTED OCCUPANCY SENSOR (DUAL TECHNOLOGY)		
	CEILING MOUNTED VACANCY SENSOR (DUAL TECHNOLOGY)		
<u>0</u> .	DAYLIGHT SENSOR (CLOSED LOOP)		
PP	POWER PACK FOR OCCUPANCY / VACANCY / DAYLIGHT SENSOR (MOUNTED IN ACCESSIBLE CEILIN		
RC	PROGRAMMABLE LIGHTING ROOM CONTROLLER (MOUNTED IN ACCESSIBLE CEILING)		
PC	PHOTOCELL SENSOR		
POWER RECEPTAC	LES & DEVICES		
ф	SINGLE RECEPTACLE		
ф	DUPLEX RECEPTACLE		
Фс	RECEPTACLE MOUNTED ABOVE COUNTER (COORDINATE WITH ARCHITECTURAL DRAWINGS)		
	HALF SWITCH RECEPTACLE (LABEL ON FACE PLATE FOR EACH OUTLET)		
#	DOUBLE DUPLEX RECEPTACLE		
Ф емс	ELECTRIC WATER COOLER GFCI RECEPTACLE (COORDINATE WITH PLUMBING CONTRACTOR)		
⊕ <sub>GFCI</sub>	GROUND FAULT CURRENT INTERRUPTER DUPLEX RECEPTACLE.		
— GFCI	GROUND FAULT CURRENT INTERRUPTER DUPLEX RECEPTACLE IN WEATHER PROOF ENCLOSURE		
ф <sub>IG</sub>	ISOLATED GROUND DUPLEX RECEPTACLE		
	SPECIAL PURPOSE OUTLET (TYPE SPECIFIED IN CD)		
•	SPECIAL PURPOSE OUTLET (TYPE SPECIFIED IN CD)		
[ <del>\bar{\B}</del> ]	POWER RECEPTACLE LOCATED IN FLOOR (TYPE SPECIFIED IN CD)		
<u></u>	POWER RECEPTACLE LOCATED IN CEILING		
•	WALL FURNITURE CONNECTION (USE SEALTIGHT FROM WALL TO FURNITURE)		
@\~	FLOOR FURNITURE CONNECTION (USE SEALTIGHT TO FURNITURE, TYPE SPECIFIED IN CD)		
	CEILING FURNITURE CONNECTION (POLE PROVIDED BY FURNITURE VENDOR UNO)		
TELECOMMUNICATION	DN DEVICES		
▼	VOICE OUTLET (# INDICATES THE NUMBER OF CAT6 CABLES, MINIMUM OF 1)		
	DATA OUTLET (# INDICATES THE NUMBER OF CAT6 CABLES, MINIMUM OF 1)		
<u> </u>	VOICE & DATA OUTLET (#/# INDICATES THE NUMBER OF CAT6 CABLES FOR EACH, MINIMUM OF		
<u> </u>	COAX OUTLET (# INDICATES THE NUMBER OF RG6 CABLES, MINIMUM OF 1)		
	SPECIAL OUTLET (TYPE SPECIFIED IN CONSTRUCTION DOCUMENTS)		
<u> </u>	TELECOMMUNICATION OUTLET LOCATED IN FLOOR (TYPE SPECIFIED IN CD)		
<u> </u>	TELECOMMUNICATION OUTLET LOCATED IN CEILING		
	WALL FURNITURE CONNECTION (USE SEALTIGHT FROM WALL TO FURNITURE)		
<b>~</b> · ·			

ELECTRICAL FIRE ALARM SYMBOL SCHEDULE				
SYMBOL	DESCRIPTION			
PANELS				
FACP	FIRE ALARM CONTROL PANEL			
[FARD]	FIRE ALARM REMOTE DISPLAY			
[FART]	FIRE ALARM REMOTE TERMINAL			
[NAC]	FIRE ALARM NOTIFICATION POWER SUPPLY			
[AMP]	FIRE ALARM AMPLIFIER POWER SUPPLY			
ADDRESSABLE MOD	ULES			
E	FIRE ALARM MANUAL PULL STATION			
MM	FIRE ALARM MONITOR MODULE			
RM	FIRE ALARM RELAY MODULE			
CPM	FIRE ALARM CONTROL POINT MODULE			
CZM	FIRE ALARM CONVENTIONAL ZONE MODULE			
LIM	FIRE ALARM LINE ISOLATION MODULE			
₹	FIRE ALARM SMOKE DETECTOR			
<b>(</b>	FIRE ALARM HEAT DETECTOR			
<b>(\$</b> )	FIRE ALARM DUCT DETECTOR			
NOTIFICATION DEVIC	EES			
ŀВ	FIRE ALARM BELL			
	FIRE ALARM HORN			
×	FIRE ALARM STROBE			
<b>⊠</b> ⊲	FIRE ALARM HORN STROBE			
FIRE SPRINKLER DI	EVICES (F.&I.B.O.)			
ES	FIRE SPRINKLER FLOW SWITCH			
TS	FIRE SPRINKLER TAMPER SWITCH			
PS	FIRE SPRINKLER PRESSURE SWITCH			

SYMBOL	DESCRIPTION				
RACEWAY AND CONDUCTORS					
ONE CIRCUIT, 2#12 THWN (CU), 1#12 THWN (CU) GND					
	TWO CIRCUITS (SHARED NEUTRAL), 3#12 THWN (CU), 1#12 THWN (CU) GND				
	- THREE CIRCUITS (SHARED NEUTRAL), 4#12 THWN (CU), 1#12 THWN (CU) GND				
#10	THREE CIRCUITS (SHARED NEUTRAL), 4#10 THWN (CU), 1#10 THWN (CU) GND				
#10 —	ONE CIRCUIT, 2#12 THWN (CU), 1#12 THWN (CU) GROUND, 1#12 THWN (CU) ISO GND				
-#	TWO CIRCUITS (DEDICATE NEUTRALS), 4#12 THWN (CU), 1#12 THWN (CU) GND				
<del>    </del>	THREE CIRCUITS (DEDICATE NEUTRALS), 6#12 THWN (CU), 1#12 THWN (CU) GND				
<b>(</b>	ELECTRICAL JUNCTION BOX (SIZE PER NFPA 70)				
	RACEWAY AND/OR CONDUCTORS CONCEALED BELOW FLOOR OR BELOW FINISHED GRADE				
-^_	FLEXIBLE CONDUIT, STEEL OR SEALTIGHT				
ABBREVIATIONS					
F.B.O.	FURNISHED BY OTHERS				
F.&I.B.O.	FURNISHED & INSTALLED BY OTHERS				
F.V.M.H.	FIELD VERIFY MOUNTING HEIGHT				
A/R	AS REQUIRED				
N/A	N/A NOT APPLICABLE OR NOT AVAILABLE				
w	MOUNT 48" FROM THE FINISHED FLOOR TO THE CENTER OF DEVICE				
С	MOUNT COUNTER HEIGHT (FIELD VERIFY MOUNTING HEIGHT)				
CD	CONSTRUCTION DOCUMENT(S)				
cu	COPPER				
AL	ALUMINUM				
WP	WEATHERPROOF				
NL	NIGHTLIGHT				
E	EMERGENCY				
ISO	ISOLATED				
GND	GROUND				
UNO	UNLESS NOTED OTHERWISE				
(D)	TO BE REMOVED OR DEMOLISHED				
(E)	TO REMAIN OR EXISTING				
(M)	TO BE MOVED OR RELOCATED				
(N)	NEW				
(V)	TO BE PROVIDE BY VENDOR				
(0)	TO BE PROVIDE BY OWNER				

LUMINAIRE MOUNTIN	ug					
000	RECESSED LUMINAIRES					
<b>•••</b>	SUSPENDED LUMINAIRES					
ÒДЩ	WALL MOUNTED LUMINAIRES					
0000	POLE TOP MOUNTED LUMINAIRES (ROUND OR SQUARE POLE)					
ÒŮÒÜ	POLE WITH ARM MOUNTED LUMINAIRES (ROUND OR SQUARE POLE)					
	GROUND OR FLOOR MOUNTED LUMINAIRES					
<del>-0-0-0</del>	TRACK MOUNTED (LENGTH DRAWN TO SCALE, LUMINAIRE TYPES AND QUANTITIES AS SHOWN)					
LUMINAIRE OPTIC O	RIENTATION					
O I I	HORIZONTAL ZERO LINE					
O D PRIMARY LUMINAIRE ORIENTATION						
DIRECTIONAL AIMING LINE (FROM PHOTOMETRIC CENTER TO TARGET)						
LUMINAIRE ANNOTAT	TION					
	LUMINAIRES THAT PROVIDE EMERGENCY ILLUMINATION					
	LUMINAIRES THAT PROVIDE EMERGENCY ILLUMINATION					
	LUMINAIRES THAT PROVIDE NIGHT LIGHT ILLUMINATION					
Q +48"	MOUNTING HEIGHT					
	LUMINAIRE TAG (# INDICATES THE NUMBER OF LUMINAIRES IN THE AREA, ESTIMATE ONLY)					
ОП	LOWER CASE SUBSCRIPT INDICATES SWITCH IDENTIFICATION					

EXIT SIGN (NUMBER OF FACES (SHADED) AND ARROW(S) AS SHOWN

ELECTRICAL LIGHTING SYMBOL SCHEDULE

LUMINAIRES (SEE LIGHT FIXTURE SCHEDULE FOR ADDITIONAL DETAILS)

STRIP, NEON AND FIBER OPTIC LUMINAIRES

□ □ LUMINAIRES (APPROXIMATE SHAPE AND SIZED FOR CLARITY)

EMERGENCY LIGHT WITH BATTERY PACK

DESCRIPTION

SYMBOL

)"'-'	UPPER CASE SUBSCRIPT INDICATES CIRCUIT IDENTIFICATION			
ELECTRICAL	MOTOR AND EQUIPMENT HOOK-UP SYMBOL SCHEDULE			
SYMBOL	DESCRIPTION			
MOTOR AND EQUIP	PMENT HOOK-UP			
<b>Ø</b>	ELECTRIC MOTOR HOOK-UP (FURNISHED AND INSTALLED BY OTHERS UNLESS NOTED OTHERWISE)			
<b>0</b> ~~~	ELECTRIC EQUIPMENT HOOK-UP (JUNCTION BOX WITH FLEXIBLE CONDUIT, STEEL OR SEALTIGHT)			
XXAF S J DISCONNECT SWITCH (NON-FUSIBLE) (AF = FRAME SIZE)				
XXX F	DISCONNECT SWITCH (FUSIBLE) (AF = FRAME SIZE, AT = TRIP SETTING)			
XXAF CB	DISCONNECT SWITCH (CIRCUIT BREAKER) (AF = FRAME SIZE, AT = TRIP SETTING)			

MAGNETIC STARTER (STYLE = FVNR, FVR, AFD, ETC)

COMBINATION STARTER

CONTACTOR - SELF-ENCLOSED

## ELECTRICAL GENERAL NOTES

- ALL WORK SHALL COMPLY WITH ALL LOCALLY ADOPTED BUILDING CODES AND REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS, SHOP DRAWINGS, SUBMITTALS, ETC. PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL BE EXPERIENCED IN THE TYPE OF CONSTRUCTION AND WITH THE MATERIALS AND SYSTEMS SPECIFIED.
- THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXISTING SITE CONDITIONS.
- ALL ALTERNATES MUST BE APPROVED BY ENGINEER PRIOR TO BID DATE INCLUDING ANY EQUIPMENT THAT HAS BEEN NOTED WITH A "OR EQUIVALENT" STATEMENT. PROPOSED ALTERNATES MUST BE SUBMITTED TO ENGINEER AT LEAST ONE WEEK PRIOR TO BID DATE TO BE CONSIDERED.
- THE CONTRACTOR SHALL COORDINATE ALL UTILITIES PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL PROVIDE ALL UTILITY VAULTS & PADS AS REQUIRED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE.
- ALL MV SWITCHGEAR, SECTIONALIZING CABINETS AND MV TO LV STEP DOWN TRANSFORMERS
- SHALL BE PROVIDED AND INSTALLED BY THE UTILITY COMPANY UNLESS NOTED OTHERWISE. ALL MV CABLE SHALL BE PROVIDED AND INSTALLED BY THE UTILITY COMPANY UNLESS NOTED
- 10. THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT DIMENSIONS AND LOCATIONS PRIOR TO ROUGH-IN AND SHALL IMMEDIATELY NOTIFY THE OWNER, ARCHITECT AND ENGINEER OF ANY DISCREPANCIES. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL FOR ALL ELECTRICAL, TELECOMMUNICATION AND OTHER ROOMS AS NOTED, SHOWING THE LAYOUT OF THE ELECTRICAL, TELECOMMUNICATION AND/OR SYSTEMS EQUIPMENT USING ACTUAL EQUIPMENT DIMENSIONS AND REQUIRED CLEARANCES FOR PROPER OPERATION AND MAINTENANCE OF THE EQUIPMENT.
- 1. THE CONTRACTOR SHALL USE COPPER CONDUCTORS UNLESS NOTED OTHERWISE.
- 12. THE CONTRACTOR SHALL USE A PVC SCHEDULE 40 CONDUIT RACEWAY SYSTEM WITH RIDGED STEEL ELBOWS FOR ALL UNDERGROUND RACEWAY. LARGE RADIUS ELBOWS WILL BE REQUIRED ON ALL CONDUITS 1" AND LARGER LARGE RADIUS FIRERGLASS FLROWS ARE ACCEPTABLE ON UTILITY UNDERGROUND CONDUITS WHERE APPROVED BY THE LOCAL UTILITY. THE CONTRACTOR SHALL USE A MINIMUM OF 1" CONDUIT FOR ALL UNDERGROUND RACEWAY EXTENDING BEYOND THE ENVELOP OF THE BUILDING UNLESS NOTED OTHERWISE.
- . THE CONTRACTOR SHALL USE A EMT CONDUIT RACEWAY SYSTEM IN ALL INTERIOR EXPOSED AREAS AND ON THE HOME RUNS IN CONCEALED AREAS. THE CONTRACTOR SHALL USE A MINIMUM SIZE OF 0.75" CONDUIT UNLESS NOTED OTHERWISE.
- . THE CONTRACTOR SHALL BE PERMITTED TO USE MC CABLE AFTER THE FIRST BOX IN CONCEALED AREAS. ALSO IN EXPOSED AREAS THE CONTRACTOR SHALL BE PERMITTED TO USE MC CABLE FOR LIGHT FIXTURE WHIPS WHERE THE MC CABLE DOES NOT EXCEED 6'-0", UNLESS NOTED OTHERWISE.
- 15. IN WAREHOUSE AREAS THE CONTRACTOR CAN USE MC CABLE ABOVE 15'-0" UNLESS NOTED OTHERWISE. RUNS MUST BE MADE SQUARE TO THE BUILDING AND INSTALLED IN A NEAT AND WORKMEN LIKE MANOR.
- 16. THE CONTRACTOR SHALL BE PERMITTED TO USE LIQUIDTIGHT FLEXIBLE METAL CONDUIT IN EXPOSED AREAS FOR FURNITURE OR MOTOR HOOK-UP WHERE THE LIQUIDTIGHT FLEXIBLE METAL CONDUIT DOES NOT EXCEED 6'-0" UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL BE PERMITTED TO USE FLEXIBLE METAL CONDUIT IN EXPOSED AREAS FOR MOTOR AND TRANSFORMER HOOK-UP WHERE THE FLEXIBLE METAL CONDUIT DOES NOT NOT EXCEED 6'-0" UNLESS NOTED OTHERWISE.
- 18. THE CONTRACTOR SHALL SEAL ALL RACEWAY PENETRATIONS OF THE BUILDING EXTERIOR WITH AN APPROVED METHOD FOR THE TYPE OF MATERIAL BEING PENETRATED AND MAINTAIN THE FIRE RATING.
- 19. THE CONTRACTOR SHALL MAINTAIN ALL FLOOR, WALL AND CEILING FIRE RATINGS. BOXES, RACEWAY. DEVICES, LIGHT FIXTURES, ETC. THAT PENETRATE FIRE RATED FLOORS, WALLS AND CEILINGS SHALL BE SEALED WITH AN APPROVED LISTED MATERIAL TO MAINTAIN THE FIRE
- 20. THE CONTRACTOR SHALL USED THE FOLLOWING COLOR CODING SCHEME FOR ALL CONDUCTORS: AC SYSTEM PHASE A PHASE B PHASE C NEUTRAL GROUND\*\* 480/277V, 3ø, 4W BROWN ORANGE YELLOW GREEN ORANGE 480V, 3ø, 3W BROWN YELLOW GREEN RED 240V, 3ø, 3W BLACK BLUE GREEN 240/120V, 1ø, 3W BLACK RED N/A WHITE GREEN ORANGE\* 240/120V, 3ø, 4W BLACK BLUE WHITE GREEN 208/120V, 3ø, 4W BLACK RED WHITE GREEN BLUE \*PHASE B SHALL BE WIRED AS THE HIGH-LEG.

RATING OF THE FLOORS, WALLS AND CEILINGS.

\*\*ALL ISOLATED GROUND CONDUCTORS SHALL BE GREEN WITH A YELLOW STRIPE. THE CONTRACTOR SHALL VERIFY ALL VOLTAGE DROP CALCULATIONS BASED ON THE ACTUAL ROUTE OF THE CONDUCTOR(S) AND IF NEEDED FURNISH AND INSTALL LARGER WIRE TO MEET THE FOLLOWING REQUIREMENTS. MAXIMUM VOLTAGE DROP ALLOWANCE ON FEEDERS IS 2%, MAXIMUM VOLTAGE DROP ON BRANCH CIRCUITS IS 3%. IF APPROVED BY THE ENGINEER A

COMBINED VOLTAGE DROP OF 5% FOR THE FEEDER AND BRANCH CIRCUIT CAN BE USED.

- 22. THE CONTRACTOR SHALL PROVIDE SEISMIC BRACING FOR ALL ELECTRICAL EQUIPMENT, RACEWAYS, CABLE TRAYS, BUSSDUCTS, LIGHT FIXTURES, ETC. PER THE REQUIREMENTS OF THE BUILDING CODE. AT A MINIMUM, LIGHT FIXTURES SHALL BE SUPPORTED WITH AT LEAST TWO (2) #12 AWG STEEL WIRE FROM OPPOSITE CORNERS OF THE LIGHT FIXTURE AND ALL ELECTRICAL DISTRIBUTION EQUIPMENT MUST BE SECURED PER THE MANUFACTURES RECOMMENDATIONS.
- 23. THE CONTRACTOR SHALL LABEL ALL ELECTRICAL DISTRIBUTION EQUIPMENT INCLUDING BUT NOT LIMITED TO SWITCHGEAR, SWITCHBOARDS, PANELBOARDS, TRANSFORMERS, SAFETY SWITCHES, AUTOMATIC TRANSFER SWITCHES (ATS), MANUAL TRANSFER SWITCHES (MTS), UNINTERRUPTIBLE POWER SUPPLY (UPS), ETC. BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
- 24. THE CONTRACTOR SHALL LABEL ALL DEVICES INCLUDING BUT NOT LIMITED TO SWITCHES, OUTLETS, FLOOR BOXES, FURNITURE CONNECTIONS, ETC. WITH THE NAMES OF THE SUPPLYING CIRCUIT(S) ON THE FACE OF THE DEVICE BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
- 25. THE CONTRACTOR SHALL LABEL ALL JUNCTION BOXES WITH THE NAME OF THE CURCUIT(S) BY BY A MEANS THAT IS SUITABLE FOR THE ENVIRONMENT. IF HAND WRITTEN LABELS ARE USED ALL HAND WRITING MUST BE LEGIBLE OTHERWISE HAND WRITTEN LABELS ARE NOT ACCEPTABLE.
- 26. THE CONTRACTOR SHALL PROVIDE A CLEAN WORK AREA THROUGHOUT CONSTRUCTION, REMOVING ALL PACKAGING AND WASTE DUE TO THE INSTALLATION. THE CONTRACTOR SHALL ALSO CLEAN ALL ELECTRICAL EQUIPMENT (INTERNALLY AND EXTERNALLY), LIGHT FIXTURES, DEVICES, ETC. PRIOR TO SUBSTANTIAL COMPLETION.
- 27. THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER COMPLETE RECORD OF ALL FIELD CHANGES NOT DOCUMENTED BY RFI, ADDENDUM, ETC. TO BE INCLUDED IN THE OWNERS RECORD DOCUMENTS.

## DIGLINE, INC

- THE CONTRACTOR SHALL CONTACT ALL INVOLVED PROPERTY OWNERS, UTILITIES AND OTHER CONTRACTORS INVOLVED WITH THE SITE BEFORE DIGGING AND SHALL OBEY STATE "CALL BEFORE YOU DIG" LAWS.
- THE EXCAVATOR MUST CALL DIGLINE AT LEAST TWO (2) BUSINESS DAYS AND NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO DOING ANY EXCAVATION WORK. THE REQUEST IS VALID FOR FOURTEEN (14) CALENDAR DAYS.
- IF EXCAVATION ACTIVITY WILL CONTINUE BEYOND THE FOURTEEN (14) DAY PRIOR THE EXCAVATOR SHALL UPDATE THE REQUEST AT LEAST TWO (2) BUSINESS DAYS BUT NO SOONER THAN SIX (6) CALENDAR DAYS, BEFORE THE ORIGINAL REQUEST'S EXPIRATION DATE. THE EXCAVATOR SHALL CONTINUE TO GIVE NOTIVEE IN LIKE MANNER FOR EACH FOURTEEN (14) CALENDAR DAY PERIOD
- IF ANY MEMBER UTILIES HAS FAILED TO NOTIFY OR LOCATE THEIR FACILITIES THE EXCAVATOR SHALL CONTACT DIGLINE AND FILE A SECOND NOTICE.

IN WHICH EXCAVATION ACTIVITIES CONTINUE.

- ASK FOR STAKES OR FLAG MARKINGS IN LIEU OF PAINT. DO NOT DIG WITH IN TWO (2) FEET OF MARKINGS UNLESS THE UTILITY COMPANY IS PRESENT.
 DIGLINE CAN BE REACHED AT (800) 342—1585 (TOLL—FREE)
 ADDITIONAL INFORMATION CAN BE FOUND AT www.digline.com

## MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

SOLSTICE DEVELOPMENT Prepared For: 4686 HIGHLAND DR. #224

MILLCREEK, UT 84117

ARCHITECTS

38 Taunton Hill Road Newtown, Connecticut 06470 203-426-6500 tel. 203-426-6503 fax

ph—archs.com

Site Plan



Project Team: Architect and Planner:

P H Architects, LLC 38 Taunton Hill Road Newtown, Connecticut 06470 (203) 426-6500 tel. (203) 426-6503 fax Civil Engineer:

- Galena Engineering, Inc. 317 North River Street Hailey, Idaho 83333 (208) 725-0988 tel. (208) 725-0972 fax Landscape Architect
- Eggers Associates, Landscape Architecture 560 North Second Avenue Ketchum, Idaho 83340 (208) 725-0988 tel. (208) 725-0972 fax
- Electrical Engineer: Taft Engineering, LLC 8610 South Sandy Parkway, Suite #200 Sandy, Utah 84070 www.tafteng.com

Seal



No. | Date

04-09-2022 PRE-APPLICATION COMMENTS 2 | 06-28-2022 SITE LIGHTING CHANGES 3 09-07-2022 PLANNER COMMENTS 4 | 10-25-2022 PLANNER COMMENTS 5 | 11-08-2022

PLANNER COMMENTS

01-0082-2021

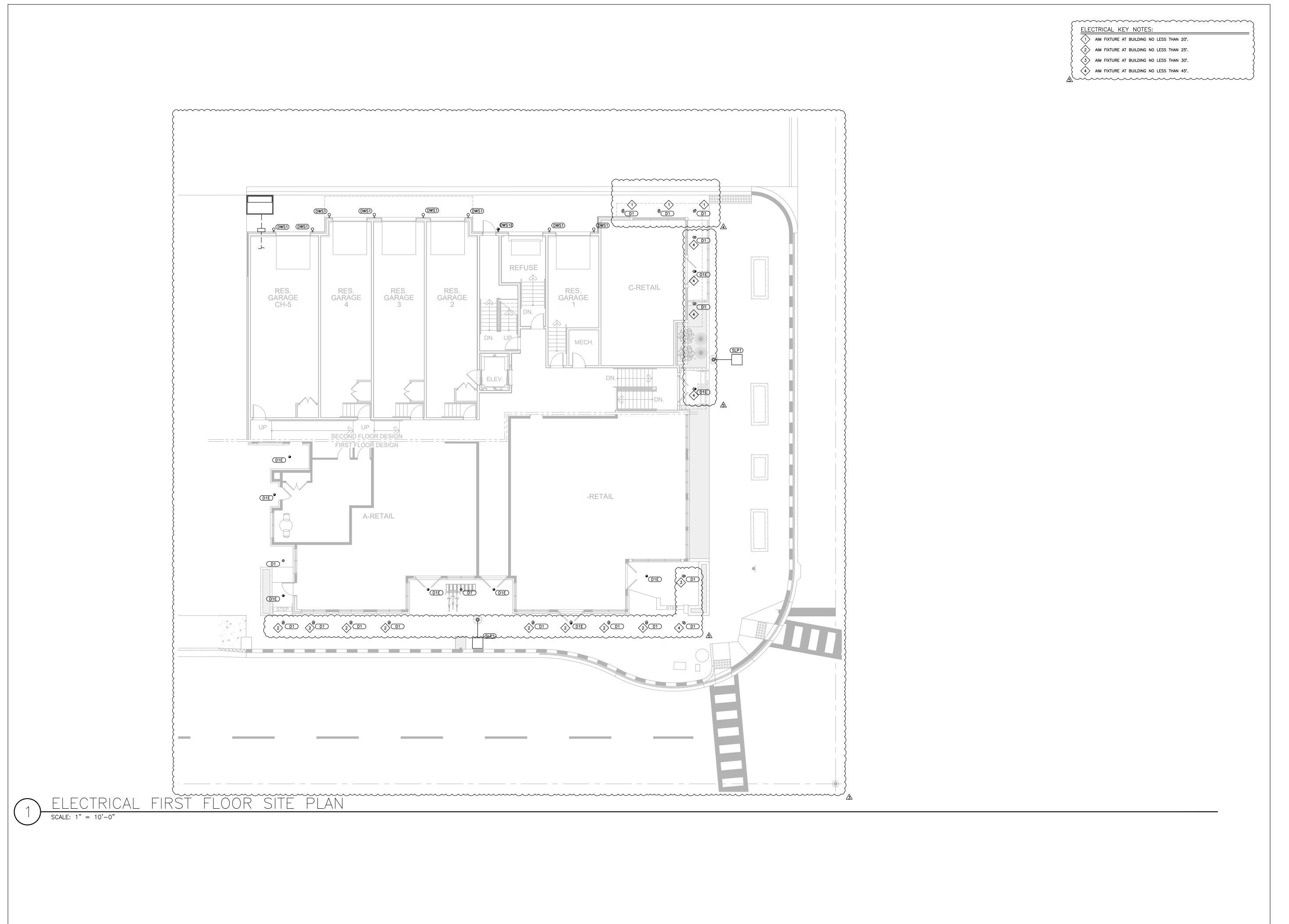
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ELECTRICAL

FIRST FLOOR SITE PLAN

SEE PLAN

JWT JWT Sheet No.:



# MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

ARCHITECTS

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Taft Engineering, LLC 8610 South Sandy Parkway, Suite #200 Sandy, Utah 84070 (801) 566-8012 tel. www.tafteng.com



4 10-25-2022

5 | 11-08-2022

PLANNER COMMENTS

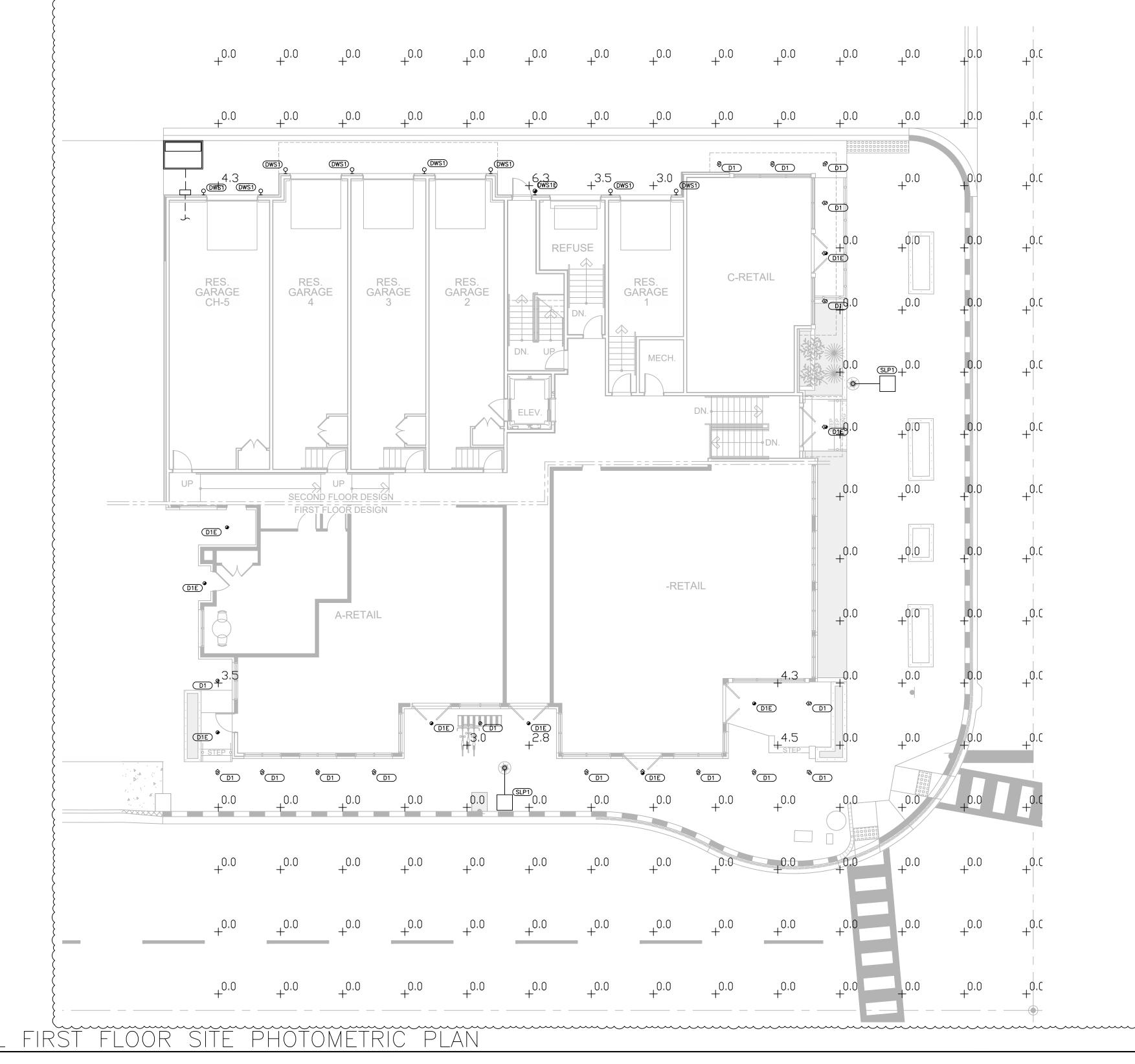
Project No.: 01-0082-2021

PLANNER COMMENTS

ELECTRICAL

FIRST FLOOR SITE PLAN

LIGHTING CALCULATION SUMMARY AREA DESCRIPTION SPACING AVERAGE TYPE MAXIMUM MAX:MIN + BUILDING 0.3 N/A 10X10 6.3 0.0 N/A 0.3 0.0 N/A N/A \* STREET LIGHTS GRID 10X10 0.9



PROVIDED AS REFERENCE ONLY SEE MH COMPANIES STREET LIGHT PHOTOMETRIC STUDY-

MIXED USE DEVELOPMENT

> 4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

SOLSTICE DEVELOPMENT Prepared For: 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

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5 | 11-08-2022

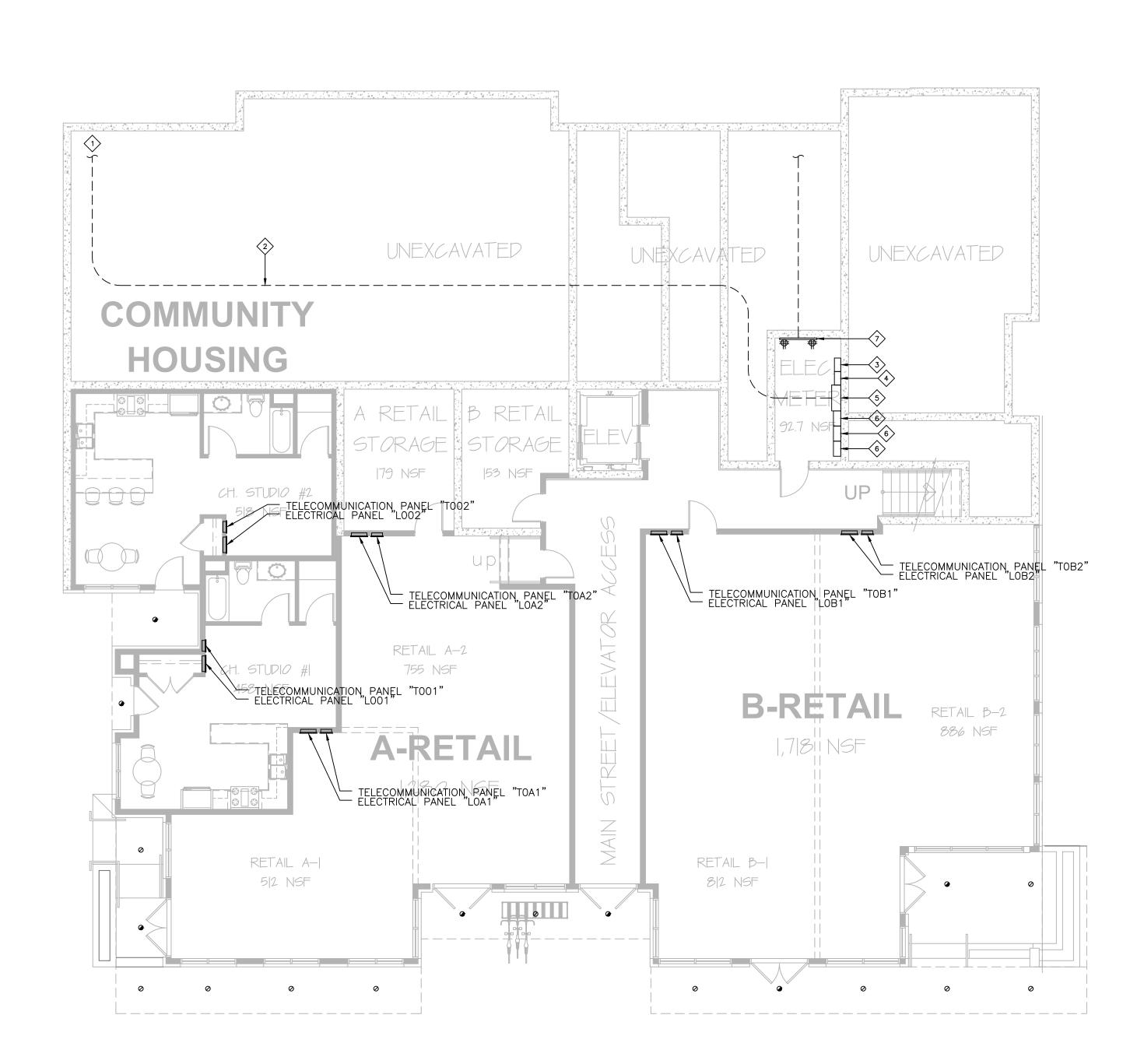
PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

PLANNER COMMENTS PLANNER COMMENTS

ELECTRICAL

FIRST FLOOR SITE PHOTOMETRIC PLAN

01-0082-2021 CAD File Name:



ELECTRICAL LOWER LEVEL POWER PLAN

**ELECTRICAL KEY NOTES:** 

1) FEEDER CONTINUES ON SHEET E201.

(2) 4 X (4#500KCMIL (AL), 1#3/0 XHHW (CU) GROUND, 3" CONDUIT)

3 METER, 30 TO 10 SECTION (SQD EZMR313225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.

- 4 METER, 30 TO 10 SECTION (SQD EZMR314225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING. ROTATE PHASING TO BALANCE SERVICE.
- 5 800A, 3ø, 4W TERMINAL BOX (SQD EZM3800TB OR EQUIVALENT).
- 2 METER, 30 TO 30 SECTION (SQD EZMR332225 OR EQUIVALENT). CIRCUIT BREAKER TO MATCH PANEL SIZE. VERIFY METER BASE CONFIGURATION WITH LOCAL UTILITY PRIOR TO ORDERING.
- 7 MAIN TELECOMMUNICATIONS BOARD "MTB".

MIXED USE DEVELOPMENT

IDAHO 83340 SOLSTICE DEVELOPMENT Prepared For:

KETCHUM, BLAINE COUNTY

4TH & MAIN ST.

4686 HIGHLAND DR. #224

MILLCREEK, UT 84117

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1 04-09-2022 3 09-07-2022 4 10-25-2022

5 | 11-08-2022

PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

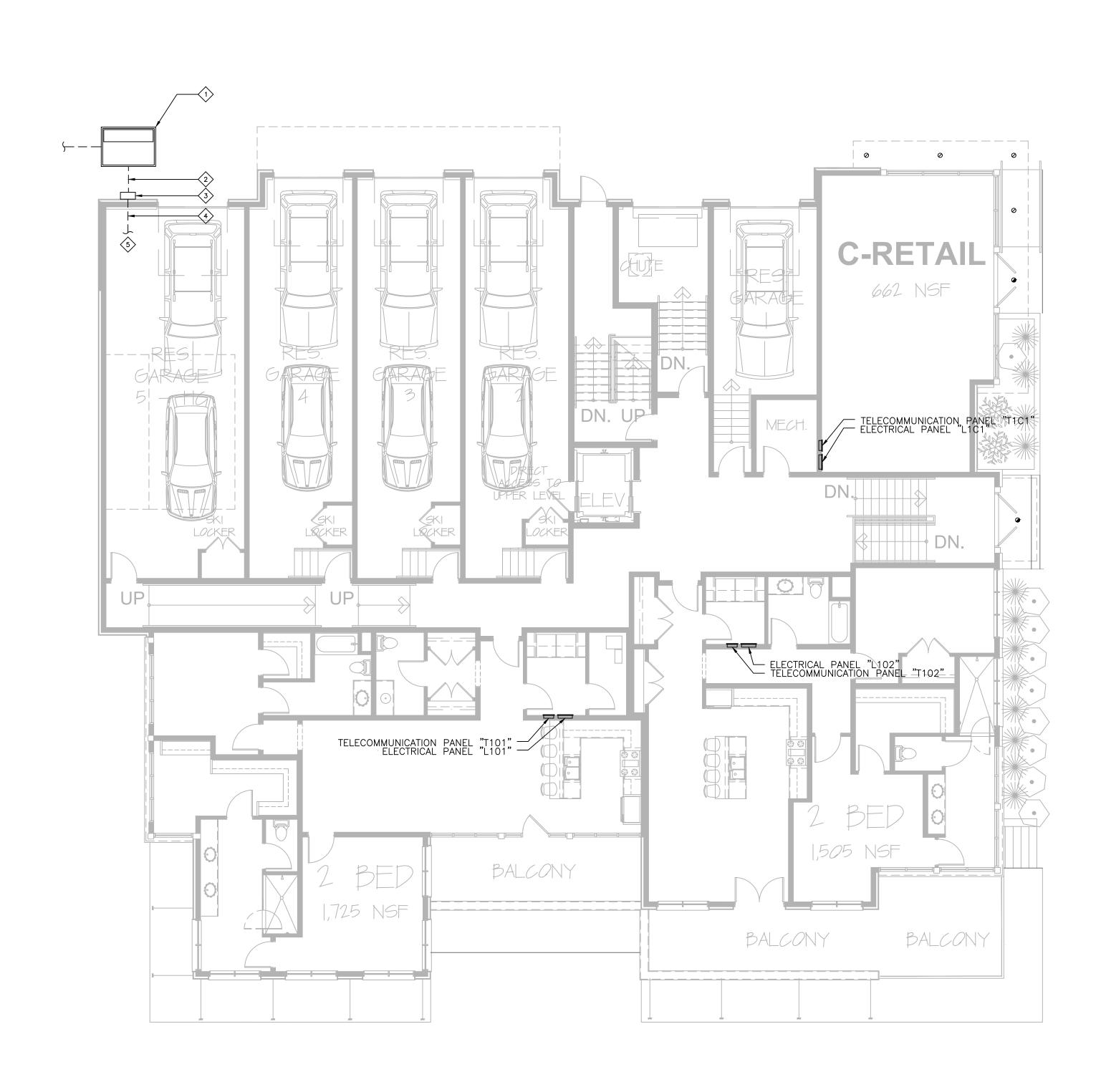
PLANNER COMMENTS PLANNER COMMENTS

ELECTRICAL

LOWER LEVEL POWER PLAN

10-25-2022

Project No.: 01-0082-2021 CAD File Name:



ELECTRICAL ALLEY LEVEL POWER PLAN

**ELECTRICAL KEY NOTES:** 

1) IDAHO POWER UTILITY TRANSFORMER.



MAIN SWITCH "MS1". 800A, 3P, 4W, 240V, NEMA 3R, SELF ENCLOSED CIRCUIT BREAKER.

4 X (4#500KCMIL (AL), 1#3/0 XHHW (CU) GROUND, 3" CONDUIT)

5 FEEDER CONTINUES ON SHEET E200.

# MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

SOLSTICE DEVELOPMENT Prepared For: 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

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1 04-09-2022 3 09-07-2022 4 10-25-2022

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PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

PLANNER COMMENTS PLANNER COMMENTS

ELECTRICAL

ALLEY LEVEL POWER PLAN

10-25-2022

Project No.: 01-0082-2021 CAD File Name:

ELECTRICAL KEY NOTES:



ELECTRICAL MIDDLE LEVEL POWER PLAN

SCALE: 1/8" = 1'-0"

## MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224

MILLCREEK, UT 84117

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Sandy, Utah 84070
(801) 566-8012 tel.
www.tafteng.com Landscape Architect



1 04-09-2022 3 09-07-2022 4 10-25-2022

PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

PLANNER COMMENTS 5 11-08-2022 PLANNER COMMENTS

ELECTRICAL

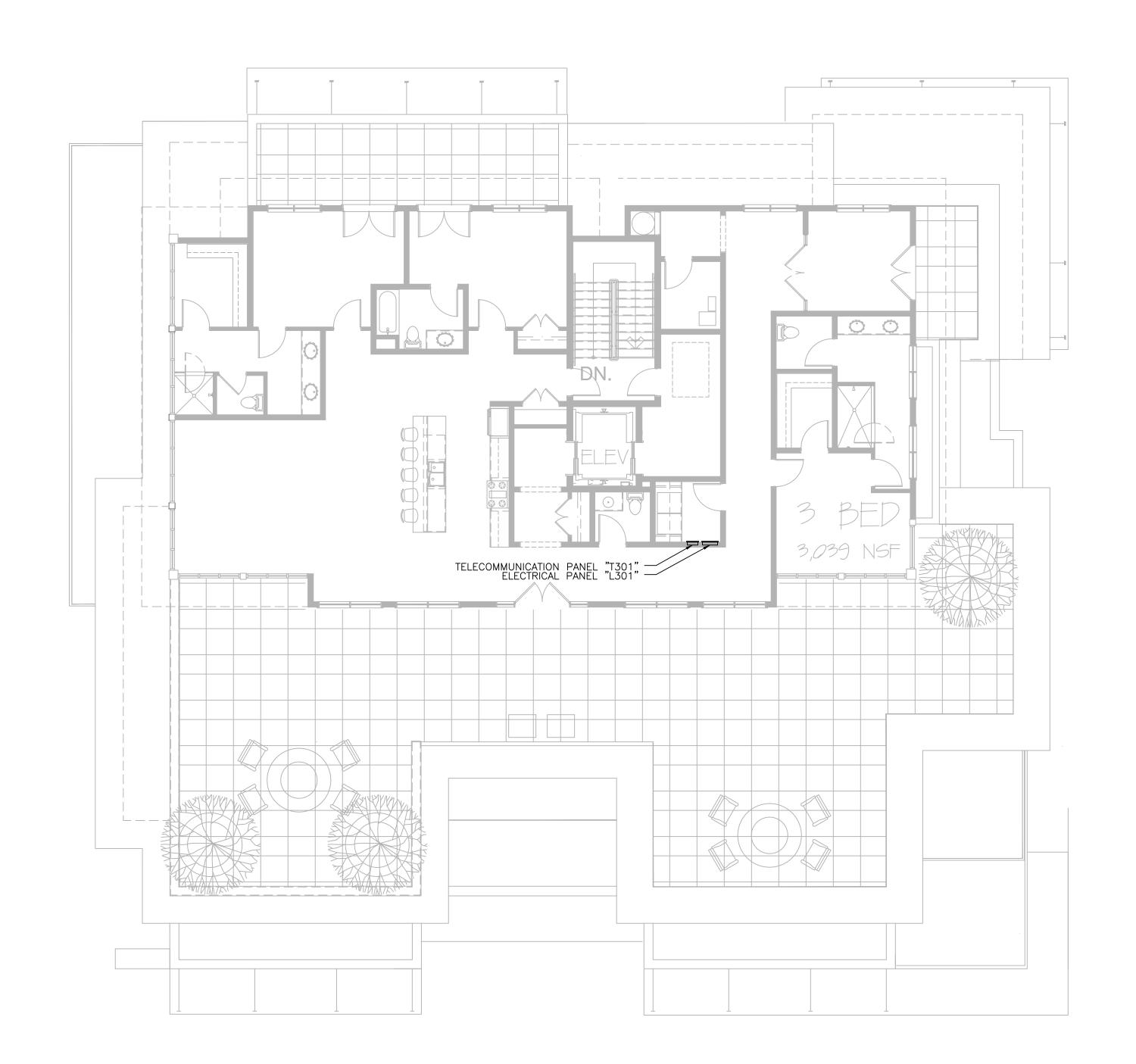
MIDDLE LEVEL POWER PLAN

10-25-2022

Project No.: 01-0082-2021 CAD File Name:

ELECTRICAL KEY NOTES:





ELECTRICAL UPPER LEVEL POWER PLAN

# MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

SOLSTICE DEVELOPMENT Prepared For: 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

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No. | Date 1 04-09-2022 3 09-07-2022 4 10-25-2022

PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

PLANNER COMMENTS 5 11-08-2022 PLANNER COMMENTS

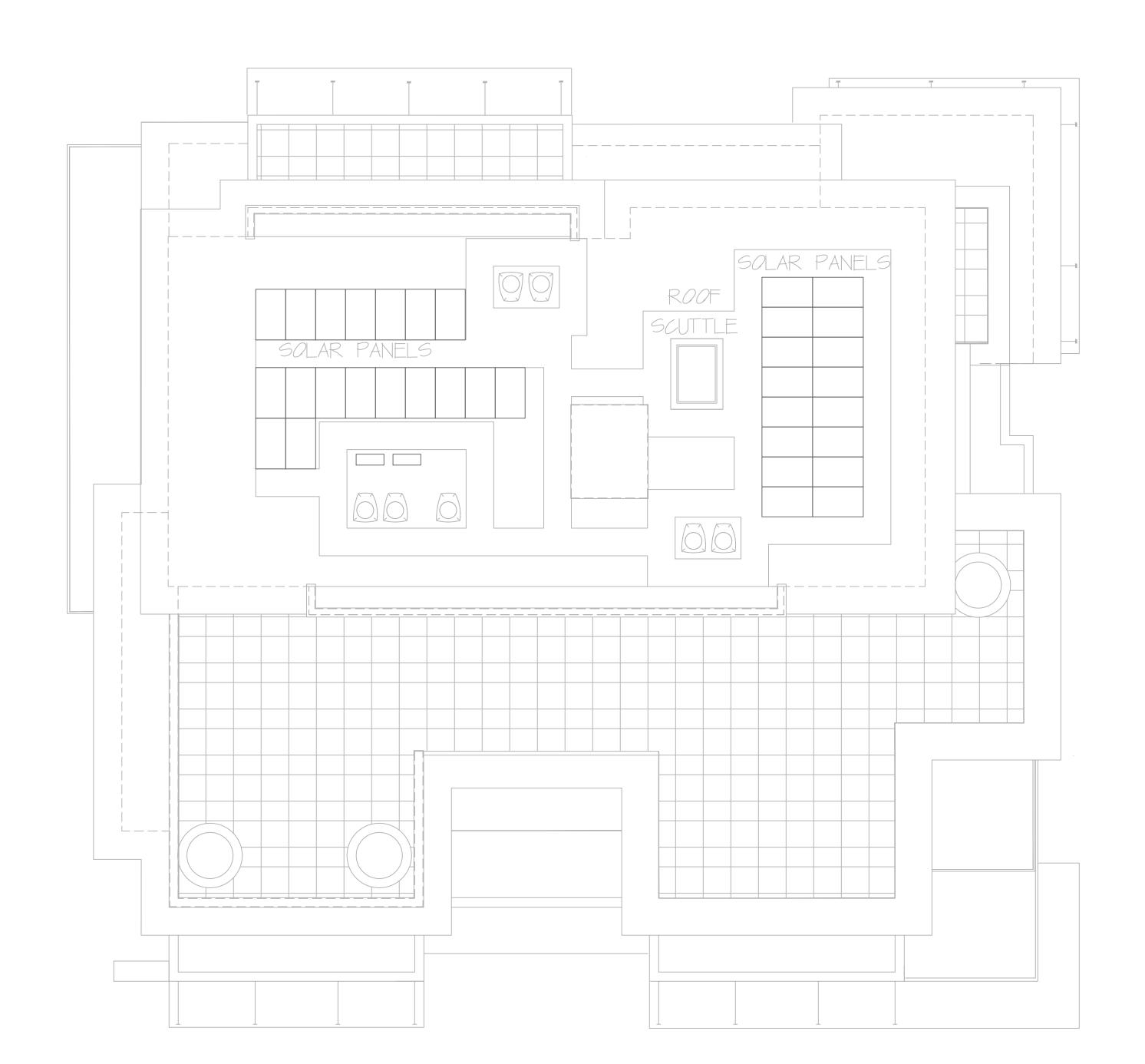
ELECTRICAL

UPPER LEVEL POWER PLAN

10-25-2022

Project No.: 01-0082-2021 CAD File Name:

ELECTRICAL KEY NOTES:



ELECTRICAL ROOF POWER PLAN

MIXED USE DEVELOPMENT

> 4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

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1 04-09-2022 3 09-07-2022 4 10-25-2022

PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

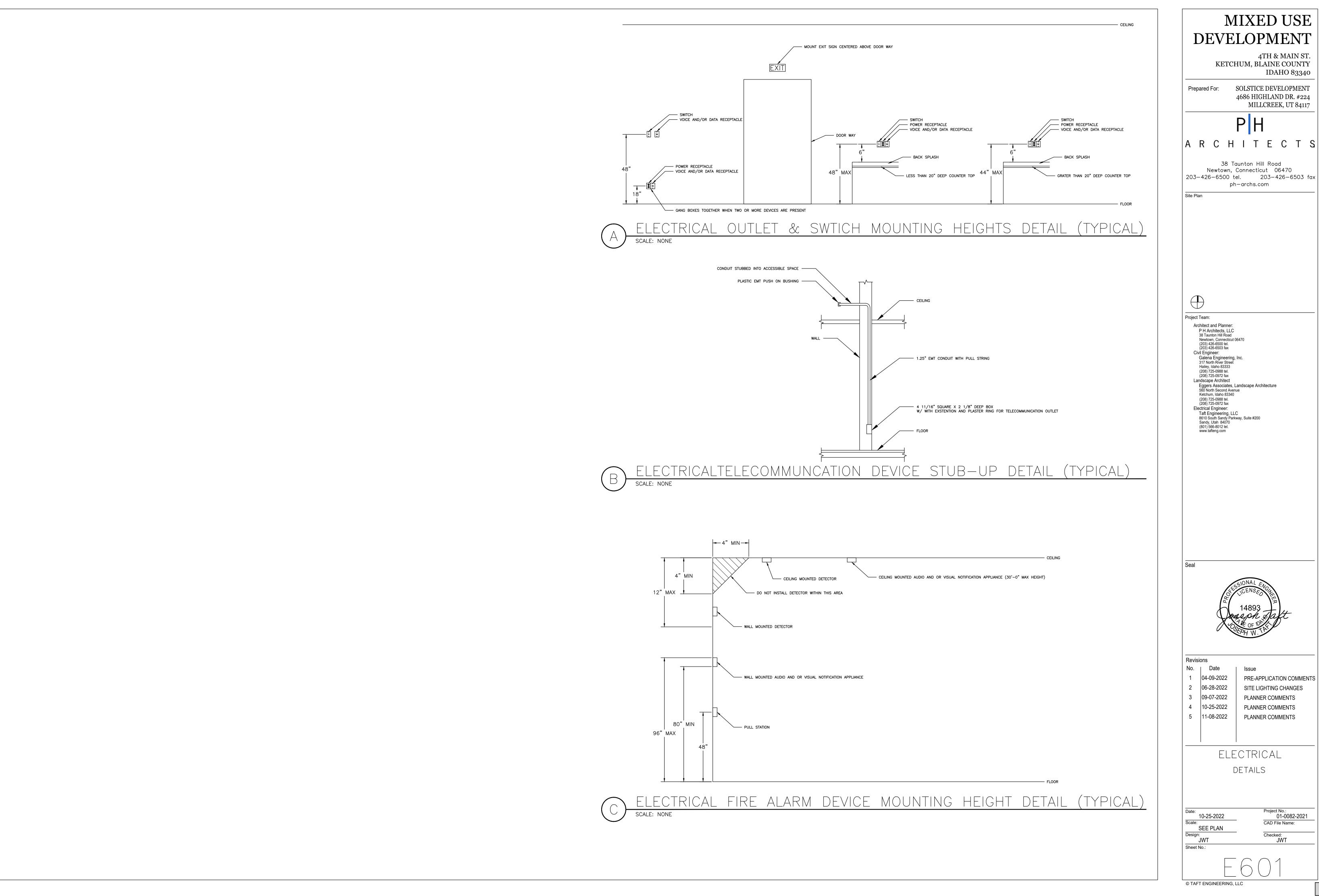
PLANNER COMMENTS 5 11-08-2022 PLANNER COMMENTS

ELECTRICAL

ROOF POWER PLAN

10-25-2022

Project No.: 01-0082-2021 CAD File Name:





## Tall Cubed Sconce

The Cubed Tall Sconce is an elongated version of the Cubed Sconce. The simple shape provides 400 lumens of high quality LED light up as well as 400 lumens down. The compact form is 4"wide x 3.95" deep, and stretches to 18 or 24" in standard heights, OR as tall as 60" in custom sizes. It's a perfect solution for ADA compliance. Best of all, the broad variety of standard and custom finishes enable this fixture to either blend with a wall color or provide pops of color or interest. It can be used inside or outdoors, standing alone or in series across a wall.

Available as a 400 or 800 lumen downlight or uplight, as well as custom lengths.

Made in USA.

## SPECIFICATIONS

**LEDs** 2700K, 3000K, 3500K or 4000k; 92+ CRI Nichia

800 lumens (400 up/400 down), 400 lumen downlight or 800 lumen downlight

**Optics** Standard diffuse or Narrow beam 10° **Power Requirements** 120-277 VAC input voltage

**Dimming** 0-10V, ELV, 1%, 0% or DMX with certified power supplies **Construction** RoHS compliant materials and manufacturing

Anodized aluminum, stainless steel, polycarbonate Finish Polished or brushed anodized and powder coat paint finishes

**Installation** Fits standard j-box **Certifications** ETL for wet and dry locations

**Warranty** Five year limited warranty; other warranties may also apply



MODELS	Lumens	Watts		Dimensions
	827	20 up/down	· · · · · · · · · · · · · · · · · · ·	4"w x 18"h x 3.95"d
	413	10 downlight or uplight	Height	4"w x 24"h x 3.95"d
		o. apg	<b></b>	See Order Guide for other sizes
			← Width → ← Depth →	Meets ADA requirements

Lindsley Lighting, LLC 925.254.1860 P 888.695.3699 F

lindsleylighting.com ©2022 Lindsley Lighting, LLC sales@lindsleylighting.com As part of its policy of continuous research and product development, the company reserves the right to change or withdraw specifications without prior notice.



## ORDER GUIDE

## Cubed & Tall Cubed Sconce

## ■ Cubed Sconce [LWS.CB]

□ 4" w x 4" h x 3.95" d [.04] ■ 4" w x 18"h x 3.95" d [.04-18T] ☐ 4" w x 24"h x 3.95" d [.04-24T] ☐ 4" w x Custom height up to 60" x 3.95" d [.04-CXX]

## **LED Color Temperature & Downlight designation**

□ 2700°K up & down [.27] □ 3000°K up & down [.30] ☐ 3500°K up & down [.35] 2700°K downlight only [.27D] 3000°K downlight only [.30D] 3500°K downlight only [.35D] □ 4000°K up & down [ .40 ] □ 4000°K downlight only [ .40D ]

## **Faceplate Finish**

☐ Silver brushed anodized [.BRSL]

☐ Silver polished anodized [.SLS] (additional cost)

☐ Deep Bronze powder coat [.BRP] ☐ White Satin [.WHS] ☐ White Gloss [.WHG] ☐ Black Satin [.BKS] ☐ Black Gloss [.BKG]

☐ Red Pepper [.RD] ☐ Tangerine [.OR] ☐ Custom RAL Powdercoat (additional cost) [.C+RAL#]

## Optics / Specialty

Standard diffusion lens [.S] ■ Narrow beam optics [.N]

■ 800 lm down [.DBL] ■ 800 lm down,with 10° narrow beam [.DBLN]

## ☐ Interior [.IN]

Exterior [.WT]

## DDODLICT NUMBED INFO

PRODU	JCI NUMBER INFO	)			
model	size	light color	finish	optics [optional]	usage
LWS.CE	04-18T	27D	SCBA	<b>S</b>	wT_
	04 = 04"w x 4"h x 3.95"d 04-18T = 04"w x 18"h x 3.95"d 04-24T = 04"w x 24"h x 3.95"d 04-CXX = 4"w x XX"h x 3.95"d	27 = 2700K 30 = 3000K 35 = 3500K 40 = 4000K 27D = 2700K down 30D = 3000K down	SL = Silver anodized brushed BRP = Bronze powder coat WHG = White Gloss WHS = White Satin BKS = Black Satin BKG = Black Gloss	S = Standard N= Narrow beam DBL = 800 lumens down DBLN = 800 lumens down/narrow beam	IN = Interior, dry rate WT = Outdoor, wet rate

35D = 3500K down see above for more colors

\* Optional - Can be installed in a remote location **Driver Options REQUIRED** ELV @ 10 % Dimming - fits in a 4"x2" octagonal j-box\* 0-10V @ 10 % Dimming - fits in a 4"x2" octagonal j-box\*

40K = 4000K down

Phase @ 1% Dimming - Lutron 2-wire remote only 0-10V @ 1% Dimming - EldoLED ECODrive remote only 0-10V @ 0% Dimming - EldoLED SOLOdrive remote only DMX Dimming - call for spec remote only □ 0-10V @ 1% Dimming - Lutron ECOsystem remote only □ Emergency Driver - EM in addition to driver selection

lindsleylighting.com ©2022 Lindsley Lighting, LLC Issued 10.15.22 sales@lindsleylighting.com As part of its policy of continuous research and product development, the company Lindsley Lighting, LLC 925.254.1860 P 888.695.3699 F reserves the right to change or withdraw specifications without prior notice.



## ORDER GUIDE

# Cubed & Tall Cubed Sconce

## ■ Cubed Sconce [LWS.CB]

□ 4" w x 4" h x 3.95" d [.04] ■ 4" w x 18"h x 3.95" d [.04-18T]

☐ 4" w x 24"h x 3.95" d [.04-24T] ☐ 4" w x Custom height up to 60" x 3.95" d [.04-CXX]

## **LED Color Temperature & Downlight designation**

□ 2700°K up & down [.27] ☐ 3000°K up & down [ .30 ] ☐ 3500°K up & down [.35] ■ 2700°K downlight only [.27D] □ 3000°K downlight only [.30D] □ 3500°K downlight only [.35D] □ 4000°K up & down [ .40 ] □ 4000°K downlight only [ .40D ]

**Faceplate Finish** ☐ Silver brushed anodized [.BRSL]

☐ Silver polished anodized [.SLS] (additional cost)

☐ Deep Bronze powder coat [.BRP] ☐ White Satin [.WHS] ☐ White Gloss [.WHG] ☐ Black Satin [.BKS] ☐ Black Gloss [.BKG]

☐ Red Pepper [.RD] ☐ Tangerine [.OR]

☐ Custom RAL Powdercoat (additional cost) [.C+RAL#]

## Optics / Specialty

Standard diffusion lens [ .S ] ■ Narrow beam optics [.N] ■ 800 lm down [.DBL] ■ 800 lm down,with 10° narrow beam [.DBLN]

☐ Interior [.IN] Exterior [.WT]

PRODU	ICT NUMBER INFO	)			
model	size	light color	finish	optics [optional]	usage
LWS.CB	04-18T	27D	SCBA	<b>S</b>	WT
	04 = 04"w x 4"h x 3.95"d 04-18T = 04"w x 18"h x 3.95"d 04-24T = 04"w x 24"h x 3.95"d 04-CXX = 4"w x XX"h x 3.95"d	27 = 2700K 30 = 3000K 35 = 3500K 40 = 4000K 27D = 2700K down 30D = 3000K down	SL = Silver anodized brushed BRP = Bronze powder coat WHG = White Gloss WHS = White Satin BKS = Black Satin BKG = Black Gloss	S = Standard N= Narrow beam DBL = 800 lumens down DBLN = 800 lumens down/narrow beam	IN = Interior, dry rated WT = Outdoor, wet rated

\* Optional - Can be installed in a remote location **Driver Options REQUIRED** 0-10V @ 10 % Dimming - fits in a 4"x2" octagonal j-box\* ELV @ 10 % Dimming - fits in a 4"x2" octagonal j-box\* Phase @ 1% Dimming - Lutron 2-wire remote only 0-10V @ 1% Dimming - EldoLED ECODrive remote only 0-10V @ 0% Dimming - EldoLED SOLOdrive remote only DMX Dimming - call for spec remote only 0-10V @ 1% Dimming - Lutron ECOsystem remote only Emergency Driver - EM in addition to driver selection

Lindsley Lighting, LLC 925.254.1860 P 888.695.3699 F

35D = 3500K down

40K = 4000K down

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 $\blacksquare$ 

ELECTRICAL LIGHT FIXTURE (DWS1) & (DWS1E) SPECIFICATION SHEETS

## MIXED USE DEVELOPMENT

4TH & MAIN ST KETCHUM, BLAINE COUNTY IDAHO 83340

SOLSTICE DEVELOPMENT Prepared For: 4686 HIGHLAND DR. #224

MILLCREEK, UT 84117

# ARCHITECTS

38 Taunton Hill Road Newtown, Connecticut 06470 203-426-6500 tel. 203-426-6503 fax

ph-archs.com

Project Team: Architect and Planner: P H Architects, LLC 38 Taunton Hill Road Newtown, Connecticut 06470

(203) 426-6500 tel. (203) 426-6503 fax Civil Engineer: Galena Engineering, Inc. 317 North River Street Hailey, Idaho 83333 (208) 725-0988 tel. (208) 725-0972 fax

Landscape Architect Eggers Associates, Landscape Architecture 560 North Second Avenue Ketchum, Idaho 83340 (208) 725-0988 tel.

(208) 725-0972 fax Electrical Engineer: Taft Engineering, LLC 8610 South Sandy Parkway, Suite #200 Sandy, Utah 84070

www.tafteng.com



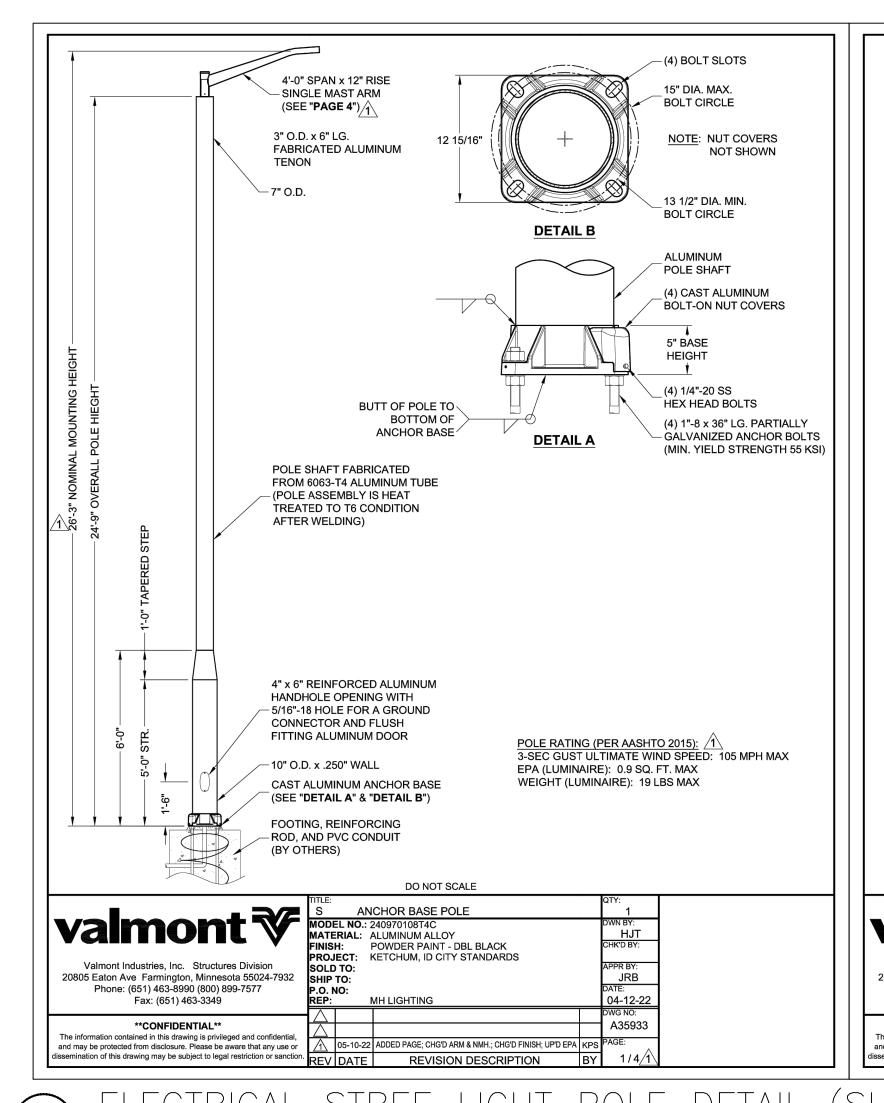
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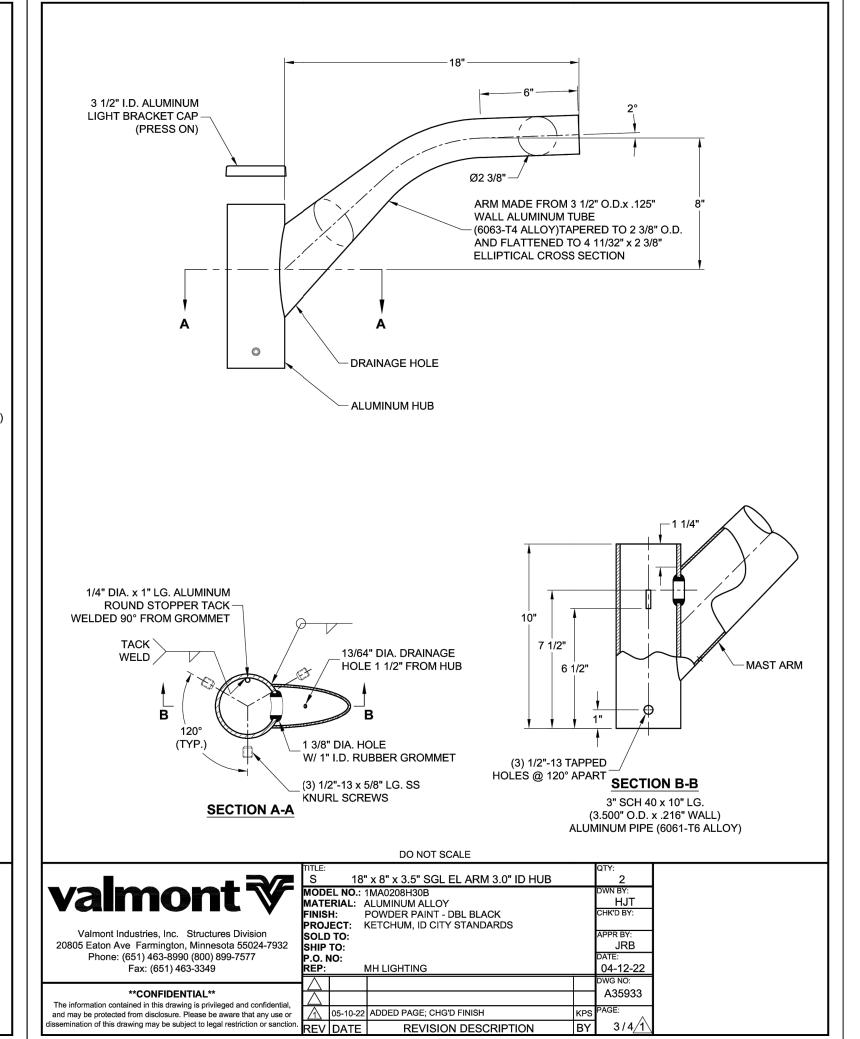
PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS 4 | 10-25-2022 5 | 11-08-2022 PLANNER COMMENTS

> ELECTRICAL DETAILS

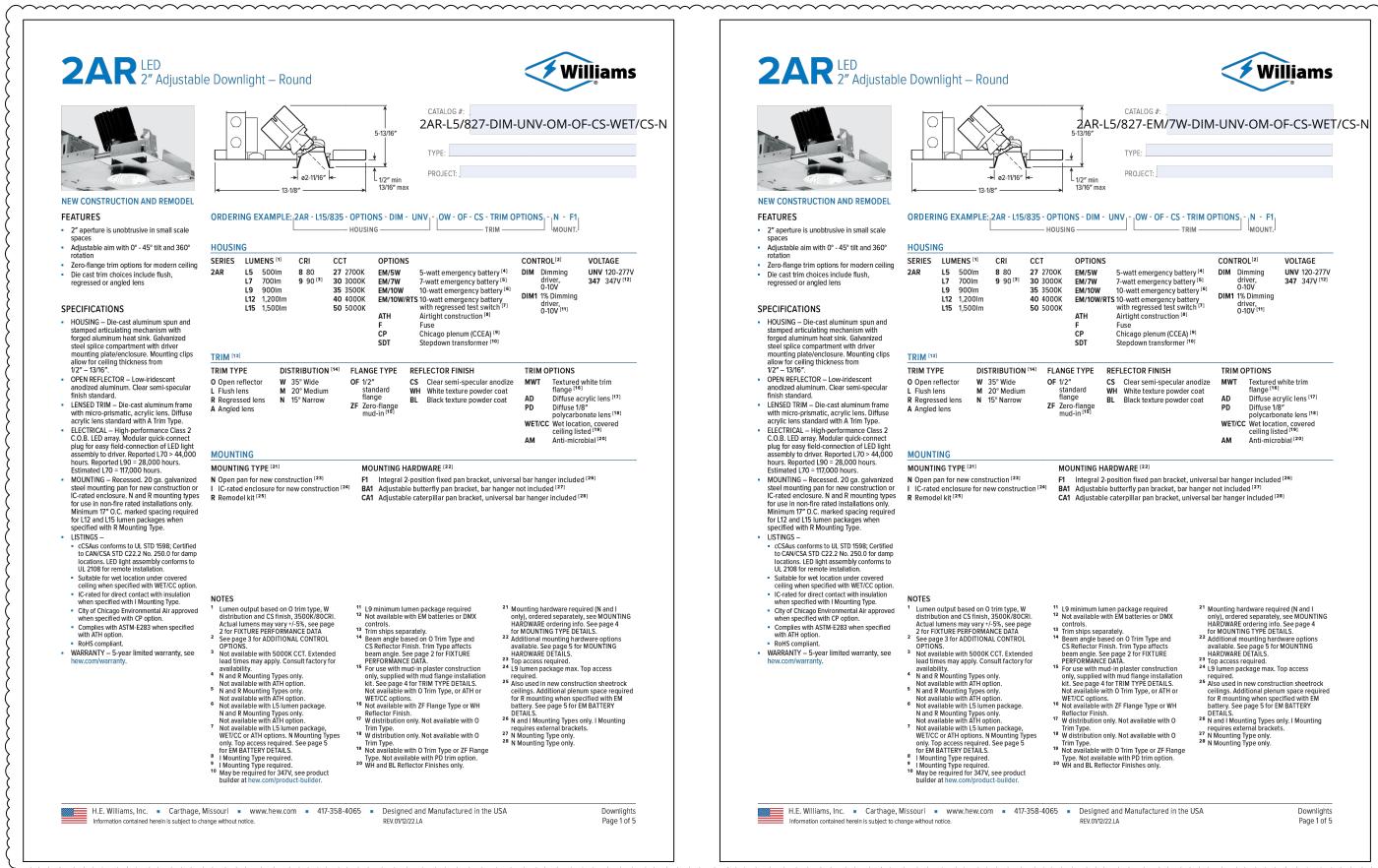
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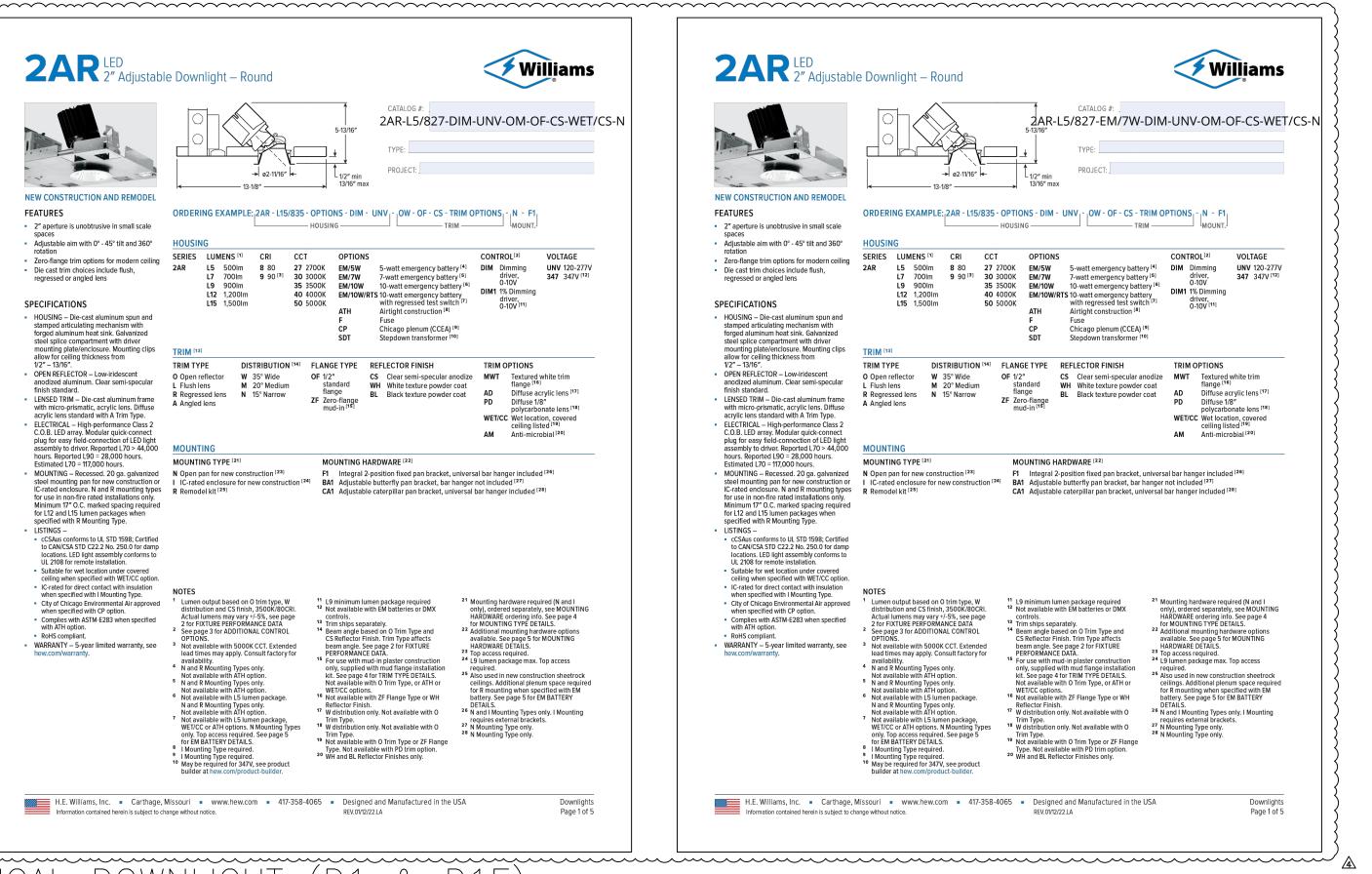
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SCALE: NONE





# MIXED USE DEVELOPMENT

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(208) 725-0972 fax Landscape Architect Eggers Associates, Landscape Architecture 560 North Second Avenue

Ketchum, Idaho 83340 (208) 725-0988 tel. (208) 725-0972 fax Electrical Engineer:

Taft Engineering, LLC 8610 South Sandy Parkway, Suite #200 Sandy, Utah 84070 www.tafteng.com

Seal



Revisions No. | Date 04-09-2022 2 | 06-28-2022 3 09-07-2022 10-25-2022

5 | 11-08-2022

PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

PLANNER COMMENTS PLANNER COMMENTS

ELECTRICAL DETAILS

10-25-2022

SEE PLAN

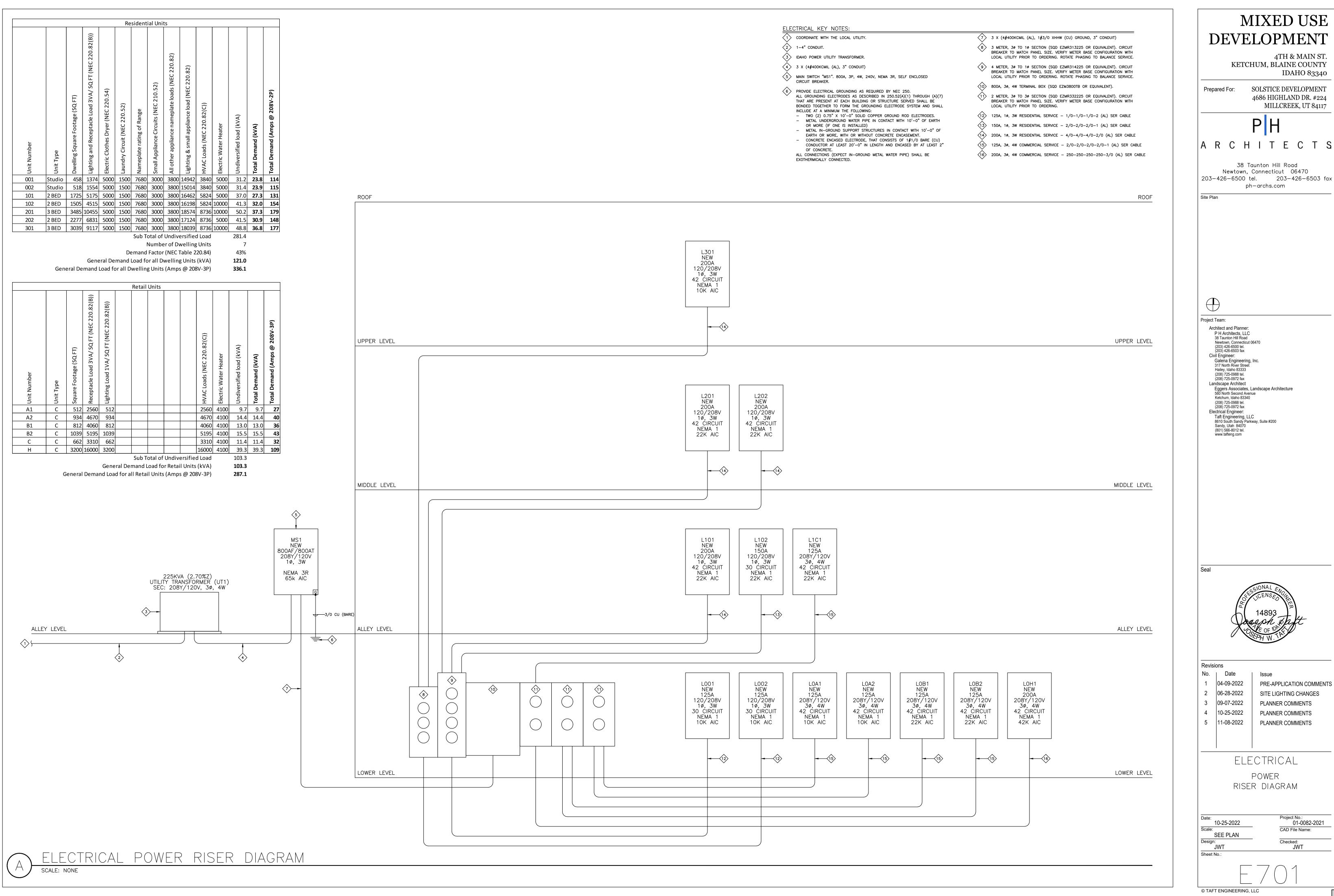
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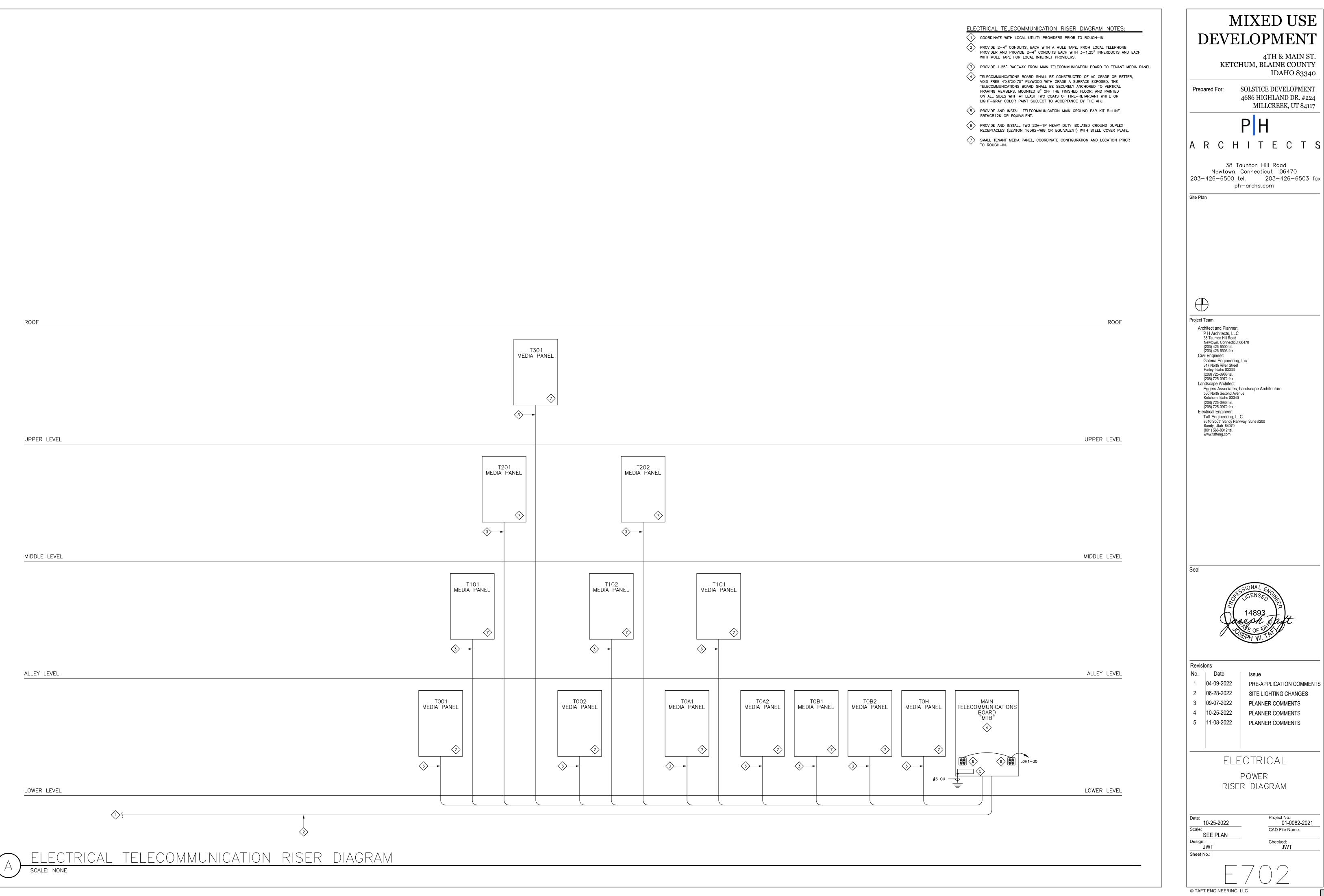
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# DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY

> SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

Newtown, Connecticut 06470



PRE-APPLICATION COMMENTS SITE LIGHTING CHANGES PLANNER COMMENTS

CAD File Name:

ELECTRICAL LIGHT FIXTURE	SCHEDULE (TYPE)#							
TYPE QUANTITY (ESTIMATE ONLY)		MANUFACTURER(S)	CATALOG NUMBER(S)	LIGHT SOURCE	WATTS PER FIXTURE	VOLTAGE	MOUNTING	NOTES
SPL1	STREET POLE LIGHT	LEOTEK (VALMONT	CV1=H=MV=27K=3R=SCBA=025	LED 2242, 2700K, 70 CRL	19_	VAV	25' POLE	SEF DETAIL A/F603
DWS1 7	DECORATIVE WALL SCONCE	LINDSLEY LIGHTING	LWS.CB-04-18T-27D-SCBA-S-WT-DIM	LED 400lm, 2700K, 80 CRI	10	UNV	7'-0" ABOVE FINISHED GRADE	
DWS1E 1	DECORATIVE WALL SCONCE	LINDSLEY LIGHTING	LWS.CB-04-18T-27D-SCBA-S-WT-DIM-EM	LED 400lm, 2700K, 80 CRI	10	UNV	7'-0" ABOVE FINISHED GRADE	PROVIDE WITH REMOTE EMERGENCY BATTERY PACK.
D1 14	2" ADJUSTABLE DOWNLIGHT	HE WILLIAMS	2AR-L5/827-DIM-UNV-OM-OF-CS-WET/CS-N	LED 500lm, 2700K, 80 CRI	7	UNV	RECESSED	7
D1E 9	2" ADJUSTABLE DOWNLIGHT	HE WILLIAMS	2AR-L5/827-EM/7W-DIM-UNV-OM-OF-CS-WET/CS-N	LED 500lm, 2700K, 80 CRI	7	UNV	RECESSED	PROVIDE WITH EMERGENCY BATTERY PACK.
11	D DETERMINE FINISH OF FIXTURES RES ACCEPTABLE IF PRE-APPROVED BY ENGINE	EER BEFORE BID DATE. SEE GEN	NERAL NOTES AND SPECIFICATIONS FOR ADDITIONAL DETAILS.					<u>A</u>

## PANEL SCHEDULE PANEL NAME: LOH1 VOLTS: 120/208 TYPE: ☑ BOLT ON BUS: ☐ COPPER BUS LUGS: SUB FEED LUGS (TOP) □ PLUG ON ☑ ALUMINUM BUS ☐ SUB FEED LUGS (BOTTOM) ☑ GROUND BUS ☐ FEED THRU LUGS (TOP) ☑ ISOLATED GROUND BUS ☑ FEED THRU LUGS (BOTTOM) MAIN BREAKER: N/A WIRE: 4 SPD: X TYPE 1 MAIN LUGS ONLY (TOP) ☐ MAIN LUGS ONLY (BOTTOM) EQUIPMENT RATING: 42k AIC EST. SC: 23.12kA EST. ARC FLASH: 0.4 cal/cm^2 BRANCH BREAKERS BREAKER DESCRIPTION AMPSPOLE NOTE CIR. LEFT PHASE LOAD RIGHT PHASE LOAD CIR. NO. A B C NO. AMPSPOLE NOTE BREAKER DESCRIPTION SPD (TYPE 1) STAIRWELL #1 20 1 STAIRWELL #2 20 LOWER LEVEL COMMON AREA 20 ALLEY LEVEL COMMON AREA 20 MIDDLE LEVEL COMMON AREA 20 UPPER LEVEL COMMON AREA 2 SPARE ELEVATOR CAB ELEVATOR SMOKE DOOF ELEVATOR SMOKE DOORS EL-1 FEED-THRU TOTAL TOTAL 0 0 0 AMPS PER PHASE 0 0 0 ENCLOSURE: NEMA RATING: 1 FEEDER: 🛛 TOP TOTAL CONNECT LOAD (AMPS):\_\_\_\_ □ ВОТТОМ MOUNTING: FLUSH ☑ SURFACE GENERAL NOTES: 1. LABEL PANEL WITH ENGRAVED NAME TAGS.

# MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY IDAHO 83340

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224

MILLCREEK, UT 84117

# ARCHITECTS

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Seal



Revisi	ions	
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1 04-09-2022 2 06-28-2022 3 09-07-2022 4 10-25-2022

PLANNER COMMENTS PLANNER COMMENTS 5 11-08-2022 PLANNER COMMENTS

PRE-APPLICATION COMMENTS

SITE LIGHTING CHANGES

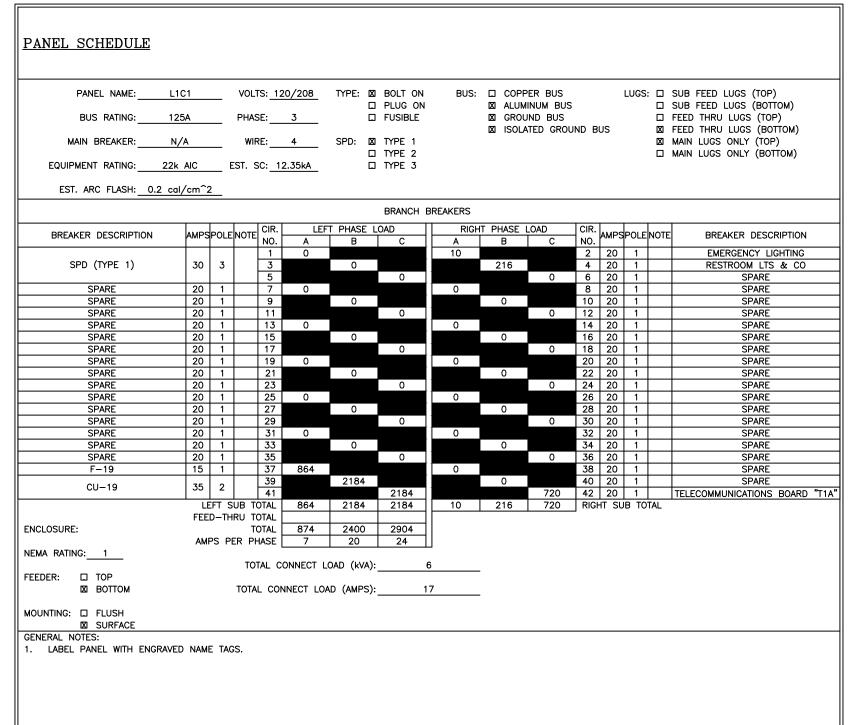
ELECTRICAL SCHEDULES

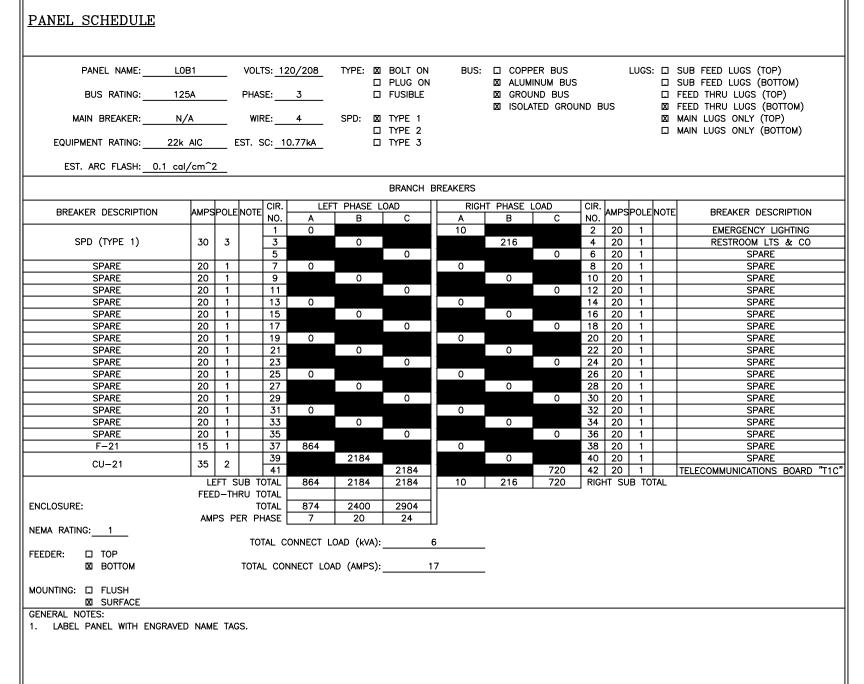
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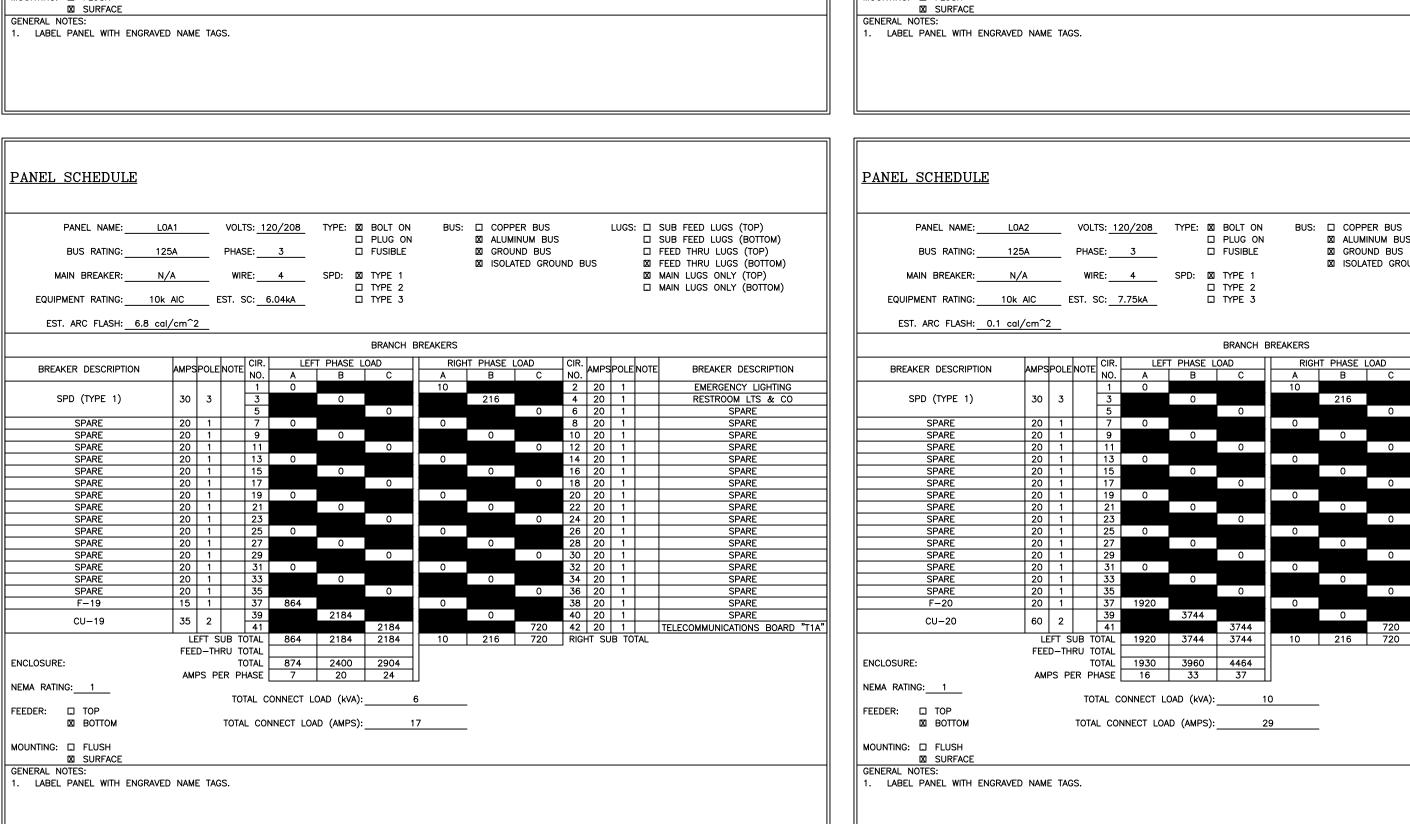
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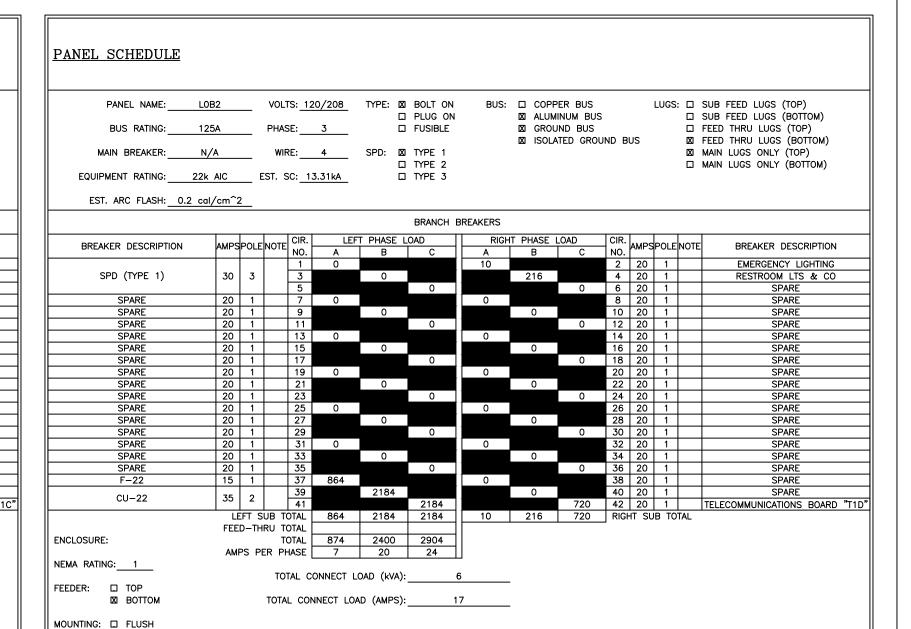
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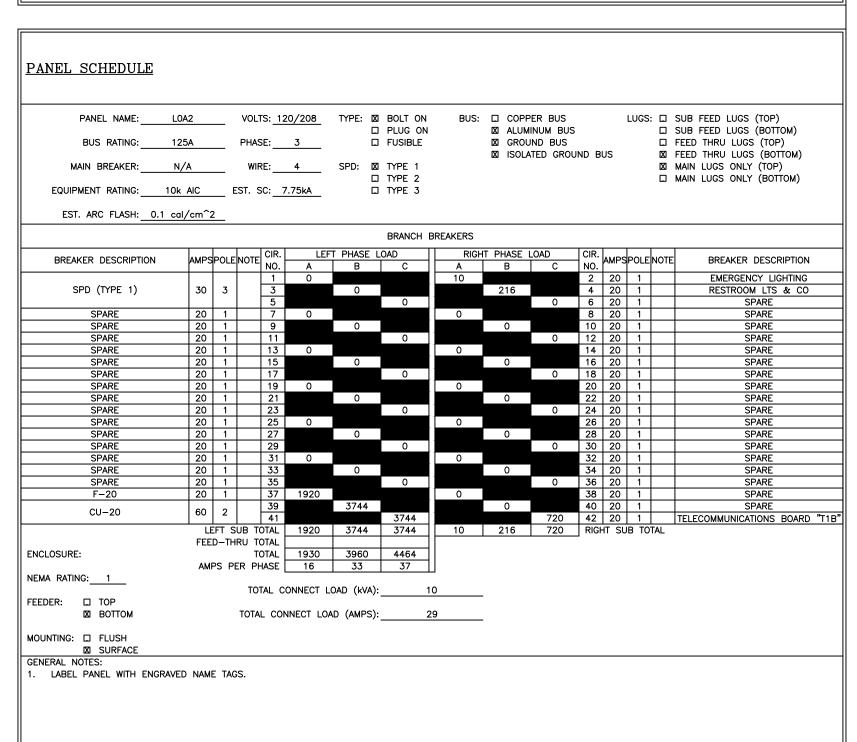
SEE PLAN













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No. | Date 1 04-09-2022 PRE-APPLICATION COMMENTS 2 06-28-2022 SITE LIGHTING CHANGES 3 09-07-2022 PLANNER COMMENTS 4 10-25-2022 PLANNER COMMENTS

> ELECTRICAL SCHEDULES

PLANNER COMMENTS

01-0082-2021

CAD File Name:

10-25-2022

5 11-08-2022

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GENERAL PROVISIONS Contractor shall examine the General and Special Conditions before submitting a proposi as if called for by both. 3. If directed by the Architect/Engineer, the Electrical Contractor shall, without an extra charge, make reasonable modifications in the 4. Minor details not usually shown or specified, but necessary for the proper installation and operation of a system or equipment, shall be WORK NOT INCLUDED 1. The furnishing, installing, and wiring of equipment and controls that shall be performed by others as follows: CODES AND FEES a. Building Codes ii. Local Building Codes v. Local Municipal Electrical Codes vii. IEEE--Institute of Electrical and Electronic Engineers onduit, and those factory-finished cabinets and panelboards that are to be painted can be cleaned, primed as required, and finish-painted in the colors selected by the Owner in accordance with the Painting Section of these specifications. be UL approved. workmanlike manner. Wire and Cables system, as required by the current NEC. be made in conductors except at outlet, junction, or splice boxes. be UL approved. and pull box schedule.

```
MASTER ELECTRICAL SPECIFICATION
```

1. The Architectural General and Special Conditions for the work of this project shall be part of the Electrical Specifications. The Electrical

2. The General Contractor shall be responsible for all of the work included in this section. The delegation of this work to the Electrical Contractor shall not relieve the Electrical Contractor of responsibility. The Electrical Contractor and subcontractors who perform work under this section will be responsible to the General Contractor.

3. The intent of the repetition of paragraphs under the General or Special Conditions is to call particular attention to them, and it is not intended nor shall it be assumed that any other parts of the General or Special Conditions have been omitted if not repeated herein. 4. The naming of a manufacturer or brand with catalog number or other product identification without the words "or equivalent" in the specifications shall indicate that it is the only product approved for purchase. If the words "or equivalent" are used in the specification, and the product approved for purchase is the words product approved for purchase. If the words "or equivalent" are used in the specification, and the product approved for purchase is the words product approved for purchase. If the words "or equivalent" are used in the specification, and the product approved for purchase is the words of the wthey shall be interpreted as establishing a quality or performance standard for the material or product to be purchased. This shall indicate that the Electrical Contractor is not restricted to the use of the named and identified product if a substitute approved by the Architect/Engineer is available. However, where a substitution is requested, it will be permitted only with the written approval of the Architect/Engineer. No substitute material or product shall be ordered, fabricated, shipped, or processed in any manner prior to the approval of the Architect/ Engineer. The Electrical Contractor shall assume all responsibility for additional expenses as required to make changes from the original material or product specified. If a notice of substitution is not furnished to the Architect/Engineer within fifteen (15) days after the General Contract is awarded, then the materials or products named in the specification shall be purchased

5. The Electrical Contractor shall furnish and present five (5) copies of all electrical drawings, brochures, and installation instructions relating to specified equipment, wiring devices, and accessories to the Architect/Engineer for approval and shall furnish and present five (5) copies of a schedule of the manufacturers of all items for which shop drawings or brochures are not presented. No equipment shall be ordered, purchased, or installed prior to the approval of shop drawings, brochures, installation instructions, and schedules. Approval by the Architect/Engineer is intended to establish conformance with the project design concept and the requirements of the drawings

6. The Electrical Contractor shall examine the drawings of all trades whose work relates to or is dependent on electrical work to become fully informed of the extent and character of their specified work and be able to coordinate it while avoiding possible interference with

7. Before submitting the bid, the Electrical Contractor shall visit the site and examine all adjoining existing buildings, equipment, and space conditions on which his or her work is in any way dependent to anticipate any possible space restrictions or constraints that could affect timely completion of the electrical work in accordance with the intent of the specifications and drawings. The Electrical Contractor shall report to the Architect/Engineer any conditions that might prevent the specified electrical work from being performed in the manner intended. No consideration or allowance will be granted to the Electrical Contractor for failure to visit the project site, or for any alleged misunderstanding of the materials to be furnished or work to be done.

1. The Electrical Drawings are diagrammatic and indicate the general locations of all materials, equipment, luminaires, and wiring devices. These drawings shall be followed as closely as is practical. The Electrical Contractor shall coordinate the work under this section with the architectural, plumbing, heating and air conditioning, and other trade drawings for the exact dimensions, clearances, and roughing-in locations. The Electrical Contractor shall cooperate with the other trades if field adjustments are required to accommodate the work of

2. The drawings and specifications are complementary, each to the other, and the work required by either shall be included in the Contract

layout as needed to prevent conflict with the work of other trades or for the workmanlike execution of the work specified. 4. The standard or modified electrical symbols used on the drawings for this project are identified in a Master Symbol List in the specifications and they are also identified where used on the drawings. Not all symbols will appear on any one drawing and some

symbols may not be used at all.

1. The work consists of the furnishing and installing of a complete exterior and interior electrical system. The Electrical Contractor shall provide all supervision and labor, and furnish and install all materials, equipment, wiring devices, and all other fixtures and fittings as ndicated on the drawings and as necessary to complete the syster

2. The intent of the specifications and drawings is to call for finished work that has been tested to demonstrate that it is operational. 3. Any apparatus, appliance, material, or work not shown on the drawings but called out in the specifications, or vice versa, or any incidental accessories necessary to complete the work in all respects and make it ready for operation, even if not specifically specified, shall be furnished, delivered, and installed by the Electrical Contractor without additional expense to the Owne

included in the Electrical Contractor's estimate, as if specified herein or shown. 5. With submission of the bid, the Electrical Contractor shall give written notice to the Architect/Engineer of any necessary items or work that have been omitted from the drawings or specifications. In the absence of such written notice, it is mutually agreed that the Electrical Contractor has included the cost of all required items in his or her proposal, and that the Electrical Contractor will be responsible for the approved satisfactory functioning of the entire system without extra compensation

a. Heating, ventilating, and air conditioning equipment, and electrically powered or driven major appliances requiring permanent installation, unless otherwise indicated, shall be furnished and installed by others but connected by the Electrical Contractor at the locations indicated on the drawings.

1. All materials and workmanship shall comply with all applicable codes, state laws, local ordinances, industry standards, and electric utility

2. In cases of conflict between all applicable codes, state laws, local ordinances, industry standards, and insurance carrier and electric utility requirements, the Electrical Contractor shall bear all costs related to the correction of any such conflict

3. Noncompliance: Should the Electrical Contractor perform any work that does not comply with all applicable codes, state laws, local ordinances, industry standards, and insurance carrier and electric utility specifications, the Electrical Contractor shall bear all costs

related to the correction of any such noncompliance 4. Applicable codes, standards, and specifications shall include, but not be limited to, the building codes and industry standards, codes, and specifications listed below

i. National Building Code

iii. National Electrical Code (NEC)

iv. State Electrical Codes

b. Industry Standards, Codes, and Specifications

i. AMCA--Air Moving and Conditioning Association ii. ANSI--American National Standards Institute. Inc.

iii. ASHRAE--American Society of Heating, Refrigeration, and Air Conditioning Engineers iv. ASME--American Society of Mechanical Engineers

v. ASTM--American Society for Testing and Materials vi.EIA--Electronic Industries Association

viii. IPCEA--Insulated Power Cable Engineers Association

ix. NEC--National Electrical Code (NFPA No. 70-2002) x. NEMA--National Electrical Manufacturers Association

xi.NFPA--National Fire Protection Association, Inc. xii. OSHA--Occupational Safety and Health Administration

xiii. UL--Underwriters' Laboratories Inc.

BASIC ELECTRICAL MATERIALS AND WIRING DEVICES

1. All wire, cable, conduit, conduit fittings, cabinets, panel boxes, wiring devices, and miscellaneous hardware and fittings shall be new and  $undamaged, and \ bear \ the \ UL \ label \ where \ applicable, and \ be \ as \ specified \ for \ use \ in \ each \ specific \ location.$ 

2. Samples of specific wire, cable, conduit, fittings, cabinets, panels, and boxes procured for use shall be made available to the Architect/Engineer for approval when requested. 3. Equipment Finish: All factory-finished electrical boxes, cabinets, and panel-boards shall be furnished in the manufacturer's standard color and finish. The Electrical Contractor shall notify the Painting Contractor when all exposed unpainted electrical equipment, except

1. Rigid steel conduit shall be used for service entrance and main feeders, and branch circuits where shown on the drawings and in the specifications. Rigid steel conduit shall be made from low-carbon steel that has been hot-dip galvanized inside and outside, and the ends shall be threaded to accept threaded fittings. Other finishes may be substituted if approved by the Architect/Engineer. All conduit shall

2. Electrical metallic tubing (EMT) may be used for branch circuits and raceways other than for service entrance and main feeders, unless prohibited by the NEC or local ordinances. All EMT shall be UL-approved, pressure-connected type, and galvanized inside and outside,

and shall comply with ASA C-80.3 for zinc-coated EMT with fittings of the same type, material, and finish. 3. Conduit diameters shall be as indicated on the drawings, or as stated in fill schedules in the current NEC. Provision shall be made for including a green insulated grounding conductor where specified or as shown on the drawings.

4. Conduit fittings shall be appropriate for each application, and shall be manufactured by Allied Tube and Conduit or approved equal. 5. All conduit joints shall be cut square, threaded, reamed smooth, and drawn up tight. Bends or offsets shall be made with an approved  $bender \ or \ hickey, \ or \ hub-type \ conduit \ fittings. \ The \ number \ of \ bends \ per \ run \ shall \ conform \ to \ those \ stated \ in \ the \ current \ NEC.$ 6. Concealed conduit systems shall be run in a direct line with long sweep bends and offsets. Exposed conduit runs shall be parallel to and

at right angles to building lines, using conduit fittings for all turns and offsets. 7. Transitions between nonmetallic conduits and metallic conduits shall be made with the manufacturer's standard adapters made for this

8. Exposed conduit shall be securely fastened in place on maximum eight foot intervals. Hangers, supports, or fasteners shall be provided at each elbow and at the end of each straight run terminating at a box or cabinet. Only couplings and fittings designed specifically for he type of conduit procured shall be used. The conduit shall be supported by corrosion-resistant straps and/or clamps.

9. Conduit systems shall be installed in accordance with the current NEC to provide a continuous bond throughout the system in a neat, 1. All wire and cable shall meet all applicable specifications and standards and shall conform with the current edition of the NEC. Insulated

wire shall have information including but not limited to gauge, voltage rating, insulation type, temperature rating, sheath type, permissible location, and manufacturer's name, as applicable to the type, permanently marked on the outer covering at regular intervals not exceeding 4 feet. Cable shall have information including but not limited to type, style, voltage rating, number of conductors, ground  $conductors, maximum\ voltage,\ UL\ listing,\ and\ sunlight\ resistance,\ as\ applicable\ to\ the\ type,\ permanently\ marked\ on\ the\ outer\ covering$ at regular intervals not exceeding 4 feet. Wire and cable shall be delivered in complete coils or reels with identifying tags stating the

2. Wire and cable shall be suitably protected from weather and other damage during storage and handling, and shall be in pristine condition after installation.

3. Conductors shall be soft-drawn copper conforming to ASTM B3 for solid wire and ASTM B8 for stranded wire. Stranded wire shall be No. 6 American Wire Gauge (AWG) and larger, and solid wire shall be No. 8 AWG and smaller. 4. Wire and cable shall be factory color-coded with a separate color for each phase and a neutral color used consistently throughout the

5. All conductors shall be rated for 600 volts, unless otherwise specified or shown on the drawings, or for electronic or communication use. 6. Conductors for lighting, receptacles, and power branch circuits, feeders, and sub-feeders size No. 1/0 AWG and smaller shall be Type

THHW flame retardant, moisture- and heat-resistant, thermoplastic insulated. 7. Conductors for feeders and subfeeders size No. 1/0 AWG and larger shall be type RHW flame retardant, moisture-resistant, thermoset

8. Branch circuits containing all electric heating elements such as electric duct coils, baseboard radiation, and cabinet unit heaters shall be Type THHN flame retardant, heat-resistant, thermoplastic insulated with a maximum operating temperature of 90 degrees C (194 9. Underground feeder and branch circuit wire for direct burial in earth or in conduit shall be Type UF for use in wet or dry locations.

10. Wire and cable shall be as manufactured by Southwire or approved equal.

1. Joints in branch circuits shall be made only where such circuits divide as indicated on the drawings and shall consist of one through circuit to which the branch from the circuit shall be spliced. Joints in branch circuits shall not be made by fixture hangers. No splices shall

2. All joints or splices for No. 10 AWG conductors or smaller shall be made with UL-approved wire nuts or compression-type connectors. 3. All joints or splices for No. 8 AWG or larger conductors shall be made with a mechanical compression connector. After the conductors have been made mechanically and electrically secure, the entire joint or splice shall be covered with 3M Scotch brand No. 33 tape, or  $approved\ equal, to\ make\ the\ insulation\ value\ of\ the\ conductors.\ The\ connectors\ shall$ 

1. The Electrical Contractor shall furnish and install all junction and pull boxes to provide access points for pulling and feeding conductors into a raceway system. They shall be used in conduit runs where the number of bends between outlets exceeds the maximum numbe permitted by the current NEC. Junction and pull boxes shall be located as shown on the drawings in the sizes indicated in the junction

2. Junction and pull boxes and their covers shall be formed from sheet steel and shall have widths, heights, and depths as shown on the drawings or junction and pull box schedules and shall be finished in gray enamel paint. Boxes without hinged covers shall include covers

3. Junction and pull boxes shall be in industry standard sizes as manufactured by \_\_\_\_\_\_, or approved equivalent

1. Outlet boxes with the correct fitting for the application shall be located at each conductor splice point, at each outlet, switch point, or junction point, and at each pull point for the connection of conduit and other raceways. They shall also be located at all transitions from conduit to open cables. All outlet boxes for concealed wiring shall be made from galvanized- or cadmium-plated sheet steel, and they shall have a depth of at least 1.5 inches, whether single or ganged. The boxes shall be large enough size to accommodate the number of wiring devices and conductors as specified in the fill schedule of the current NEC. The depths, clamps, and number of knockouts shall be as specified in the outlet box schedule.

2. Rectangular 3- by 2-inch metal boxes shall be used for installing single switches or duplex receptacles, as specified or shown on the  $drawings. \ Two \ compatible \ boxes \ may \ be \ ganged \ together \ to \ accept \ two \ switches \ or \ two \ duplex \ receptacles \ at \ a \ single \ location \ or \ as$ specified or shown on the drawings.

3. Square 4- by 4-inch or 411/16-by 411/16-inch metal boxes shall be used for installing two switches or two duplex receptacles at a single location or as specified or shown on the drawings.

4. Octagonal 4- by 4-inch metal boxes shall be used for containing and protecting wire connections for ceiling- or wall-mounted luminaires as specified or shown on the drawings. The Electrical Contractor shall furnish all required telescoping metal braces, hickeys, covers, and miscellaneous hardware, as required. 5. Round ceiling metal pan boxes with diameters of 3¼ inches shall be used for containing and protecting wire connections for ceiling- or

wall-mounted luminaires as specified or shown on the drawings. The Electrical Contractor shall furnish all hickeys, covers, clamps, and miscellaneous clamps, as required. 6. Telephone and communications boxes shall be as specified or shown on the drawings.

7. Outlet boxes shall be in industry standard sizes as manufactured by Thomas & Betts, or approved equivalent.

1. The wiring devices listed below by manufacturer and catalog number indicate the quality and specification grade required. In the judgment of the Electrical Contractor, wiring devices manufactured in the same style and dimensions that comply with the same tests and codes may be used without approval by the Architect/Engineer. In cases where a device is specified with only one manufacturer and catalog or part number and without the phrase "or equivalent," substitutions shall be made only with the approval of the Architect/Engineer.

a. Wall-Mounted Switches. Where more than one flush wall switch is indicated in the same location, the switches shall be mounted in gangs under a common wallplate.

Single-Pole Switch, 20A, 120/277V Leviton 5621 or equivalent Two-Pole Switch, 20A, 120/277V Leviton 5622 or equivalent Three-Way Switch, 20A, 120/277V Leviton 5623 or equivalent

Four-Way Switch, 20A, 120/277V Leviton 5624 or equivalent b. Wall-Mounted Receptacles. Where more than one flush wall-mounted receptacle is indicated in the same location, the receptacles shall be mounted in gangs under a common wallplate.

Single Receptacle, 20A, 120V Leviton 16341 or equivalent Duplex Receptacle, 15A, 120V, TR Leviton DR15S or equivalent Duplex Receptacle, 20A, 120V Leviton 16342 or equivalent Duplex Receptacle (GFCI), 20A, 120V Leviton N7899 or equivalent Duplex Receptacle (WP/GFCI), 20A, 120V Leviton W7899 or equivalent

Duplex Receptacle (USB), 20A 120V Leviton T5832 or equivalent c. The following wiring devices are specified by only one manufacturer and catalog number; substitutions may be made only with the approval of the Architect/Engineer.

Sensor Switch WSX-PDT or equivalent Motion Sensors (Wall) Motion Sensors (Ceiling) Sensor Switch CMR-PDT-9 or equivalent Motion Sensors with Day-Lighting (Ceiling) Sensor Switch CMP-PDT-9-ADC or equivalent

2. The Electrical Contractor shall furnish and install appropriate wallplates for all receptacles, switches, control devices, communications, and telephone outlets.

a. The warehouse wallplates shall be made of stainless steel with a brushed finish. b. The office wallplates shall be made of nylon with a satin finish, and shall be in the color specified by the architect in one of the

c. Special markings shall be as indicated on the drawings or in the specifications. 3. Where wiring devices are installed in outlet boxes exposed to weather, the boxes, wallplates, and covers shall be approved by the

Architect/Engineer for those locations. **Electrical Identification** 

1. The Electrical Contractor shall maintain accurate records of all deviations in work as installed from work specified on the drawings or in the specifications. On completion of the project, two (2) complete sets of marked-up prints showing these deviations shall be delivered to the Architect/Engineer. SERVICE AND DISTRIBUTION

1. The Electrical Contractor shall furnish and install an electric service entrance, related distribution equipment, and an approved

grounding system as shown on the drawings, and schedules shall comply with the current NEC, local and state building and electric codes, and Electric Utility specifications. 2. The Electrical Contractor shall furnish and install all required conduit, cable, and watthour meter and base provided by the Electric Utility

and all equipment required by the Electric Utility for secondary service from the point of attachment to the main service panel. 3. The Electrical Contractor shall furnish and install a proper electrical ground as shown on the drawing that makes the approved connections to suitable metallic cold water piping and a properly driven approved ground rod or rods as specified by the NEC or local

electric codes, whichever is more stringent. 4. The conduit used for the service entrance shall be rigid, galvanized steel conduit unless otherwise indicated on the drawings. 5. The conductors for the service entrance shall be copper Type RHW-2 or THW-2 rated at 194 degrees F (90 degrees C), unless otherwise

Underground Service Connection 1. Where the Electric Utility's distribution facilities are in a zoned underground or network area, it will install, own, and maintain, at its own

expense, the necessary cable system from the underground distribution line which is part of its distribution system to the Owner's point of service connection. 2. The Electrical Contractor shall contact the Electric Utility and determine the cable and conduit to be installed by the Electric Utility and

the limits of its installation, ownership, and maintenance responsibilities. The Electrical Contractor shall also determine the Electric Utility's recommended position for a service end box, as necessary, where the splice is to be made. 3. The Electrical Contractor shall furnish the matching cable and conduit necessary to extend the service lateral from the service end box to

the main disconnect inside the project building, as indicated in the drawings and specifications. The Owner shall maintain at his or her own expense the required service lateral from this point to his or her main disconn 4. Unless otherwise specified, the service lateral shall be three insulated conductors buried in a trench 2 to 4 feet deep below finished

grade and a minimum of 4 inches wide. 5. The Electrical Contractor shall mount the watthour meter and base plumb and level at the distance above the finished grade specified or shown on the drawings. For 200-ampere service, the service entrance conduit shall be 2-inch galvanized steel pipe meter base. Raintight threaded flange conduit connectors shall be located as shown on the drawings, and the metal conduit shall be

Service Entrance 1. The Electrical Contractor shall provide a service entrance system as shown on the drawings and described in the specifications. The  $Electrical \ Contractor \ shall \ calculate \ and \ verify \ the \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \ installation \ of \ electrical \ demand \ requirements \ for \ the \ building \ prior \ to \ the \$ 

2. The electrical systems shall be a 277/480-volt, 60-Hertz, Three-phase, Four-wire service.

strapped to the supporting wall with conduit straps not more than 54 inches apart.

1. Unless otherwise specified or determined by local building code, the Electrical Contractor shall measure ground resistance with an approved Megger ground-resistance tester to determine the requirement for more than one ground rod as specified in the current NEC 2. In addition to the ground rod(s), the Electrical Contractor shall make approved connections to one other earth ground, a metal cold water pipe or as approved by the NEC. In no case shall a gas pipe be used as an earth ground. The grounding wire shall be at least No. 6 AWG copper protected by PVC conduit if exposed above ground at any outside location. All ground clamps shall be approved for the

3. If a second ground rod is specified, it shall be separated at least 6 feet from the first, assuming vertical orientation of the rods.

intended purpose. Branch-Circuit Panelboards 1. Lighting and appliance branch-circuit panelboards shall be made from cold-rolled steel and shall be finish painted in the manufacturer's

colors. It shall consist of three main parts: front cover, inner cover, and backpan built to accept bolt on molded branch circuit breakers. 2. The branch-circuit panelboard shall be equipped with parallel hot buses with sufficient stabs to accept the number and type of circuit breakers specified for the project and have room to spare for later expansion. The back pan shall contain a rail for effective clamping of all circuit breakers. The parallel neutral/ground buses shall be made from solid, rectangular copper alloy with screw-type wire termina The backpan shall be large enough to provide adequate gutter space around the busbars for the anticipated wire fill. It shall have sufficient knockouts for the number and position of cables specified. The front cover shall be provided with a secure latch and concealed

3. The branch-circuit panelboard shall be UL listed for indoor applications, bear the UL label, and meet NEMA and ANSI requirements. It shall also conform to the current NEC for switchboards and panelboards and the insertion of overcurrent devices. 4. The branch-circuit panelboard shall be NEMA Type 1, unless noted otherwise, and as manufactured by Cutler-Hammer, Siemens, GE,

Square-D or approved equivalent, and shall be fully assembled with all hot and neutral/ground buses, gutter posts, tie bar, and other ancillary fittings. It shall be durably marked in accordance with the current NEC. 5. The Electrical Contractor shall make every reasonable effort to balance the load to the satisfaction of the Electric Utility. The Electrical

ontractor shall complete the panelboard directory on the inner face of the front cover legibly to identify all circuits in a pe manner, as approved by the Owner. Overcurrent Protective Devices 1. The Electrical Contractor shall furnish and install, where indicated on the drawing or as required by the current NEC, main and branch circuit breakers. The breakers shall be capable of manual operation and opening all poles simultaneously. The tripping mechanism shall

perate thermally, magnetically, or both, shall open instantaneously on short circuits, and have a time delay on overcurrent. The circuit breakers shall be of the type shown on the drawings or called out in the protective device schedule.

1. The Electrical Contractor shall furnish, install, and wire all permanent luminaires as shown on the drawings or as listed in the luminaire schedule and shall install all required lamps, lenses, reflectors, protective covers, and decorative cor 2. Luminaires shall be of the types, and sizes, with the specified lamping, in the wattage ratings, shown on the drawings or as listed in the luminaire schedule. The Electrical Contractor may furnish luminaires that meet current commercial electrical and mechanical standards for quality and the specified illumination requirements as listed in the luminaire schedule from the product selections of different nanufacturers. However, at the Architect/Engineer's request, the Electrical Contractor shall submit for approval one sample of each

luminaire specified. 3. If a luminaire is specified only by a single manufacturer and model number for reasons of appearance, style, or specialized function, and that product is not available commercially, the Electrical Contractor may make a reasonable substitution only with the approval of the Architect/Engineer.

4. The material and workmanship of the luminaires shall be quality products in accordance with commercial standards. By mutual agreement with the Electrical Contractor, the Owner reserves the right to request replacements for any luminaire furnished that is damaged, defective, or poorly finished or otherwise fails to meet the accepted commercial quality standards for that grade of product, provided that the Electrical Contractor is notified prior to the installation of said luminaire.

5. The Electrical Contractor shall assemble custom-made luminaires furnished disassembled by others following approved assembly instructions and/or shop drawings, and install and wire them where and as specified. 6. The Electrical Contractor shall coordinate the furnishing and installation of luminaires with the completion of the project to avoid interference with the work of other trades, unless otherwise required by the specifications. The Electrical Contractor shall keep all

luminaires delivered to the job site in their protective cartons or packages to protect them from dust or damage prior to installation. 1. All luminaires shall be lamped as indicated on the lighting fixture schedule. All lamps shall be new and unused and shall have the style, shapes, special properties, wattage ratings, and spectral colors specified. Lamps installed shall not exceed the wattage ratings recommended by the luminaire manufacturer. All fluorescent lamps shall be matched with the appropriate electronic or magnetic ballasts, as recommended by the luminaire manufacturer. Lamps shall be purchased from recognized commercial manufacturers or

2. At the time of the acceptance of the building, the Electrical Contractor shall have all luminaires lamped, cleaned, and assembled with all reflectors, domes, or light shields, and be prepared to demonstrate their proper operation to the satisfaction of the Architect/Engineer and Owner.

## MIXED USE **DEVELOPMENT**

4TH & MAIN ST KETCHUM, BLAINE COUNTY

IDAHO 83340 SOLSTICE DEVELOPMENT Prepared For:

4686 HIGHLAND DR. #224

MILLCREEK, UT 84117

ARCHITECTS

38 Taunton Hill Road Newtown, Connecticut 06470 203-426-6500 tel. 203-426-6503 fax

ph-archs.com

Site Plan



Project Team: Architect and Planner: P H Architects, LLC 38 Taunton Hill Road Newtown, Connecticut 06470 (203) 426-6500 tel. 203) 426-6503 fax Civil Engineer: Galena Engineering, Inc 317 North River Street Hailey, Idaho 83333 (208) 725-0988 tel. (208) 725-0972 fax Landscape Architect Eggers Associates, Landscape Architecture 560 North Second Avenue Ketchum, Idaho 83340 (208) 725-0988 tel. (208) 725-0972 fax Electrical Engineer:

Taft Engineering, LLC

(801) 566-8012 tel.

www.tafteng.com

8610 South Sandy Parkway, Suite #200 Sandy, Utah 84070

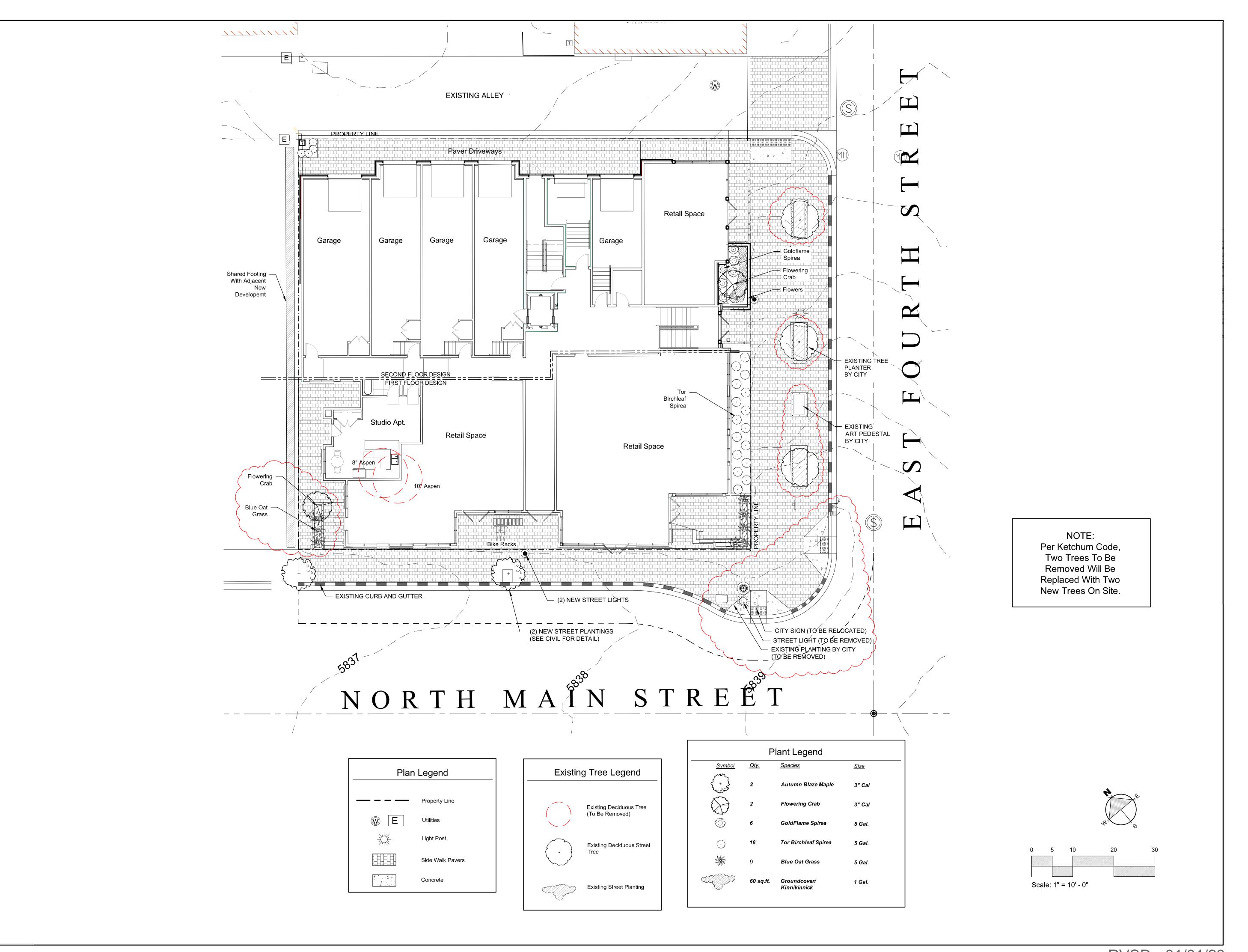
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Revision	ons	
No.	Date	Issue
1	04-09-2022	PRE-APPLICATION COMMENTS
2	06-28-2022	SITE LIGHTING CHANGES
3	09-07-2022	PLANNER COMMENTS
4	10-25-2022	PLANNER COMMENTS
5	11-08-2022	PLANNER COMMENTS

ELECTRICAL

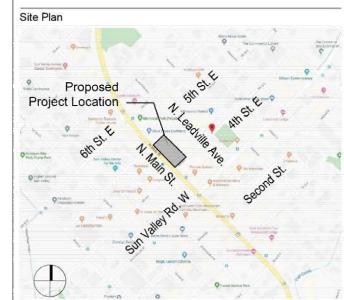
01-0082-2021 CAD File Name: SEE PLAN JWT



# MIXED USE DEVELOPMENT 4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117 Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

ARCHITECTS

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Project Team:

Architect and Planner:

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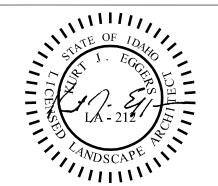
Civil Engineer:

Galena Engineering, Inc.
317 North River Street

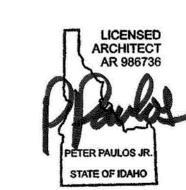
Hailey, Utah 83333
(208) 788-1705 tel.

(208) 725-0972 fax

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.



Seal



# Revisions

 No.
 Date
 Issue

 4.
 2010/05/|2
 GRADING COORDINATION

 5.
 2010/05/|4
 COMMISSION RESUBMISSION

5. | 2020/05/|4 | COMMIS 6. | 2021/12/23 | RVSD

7. 2022/02/24 RVSD 8. 2022/06/03 RVSD

9. 2022/09/09 RVSD 9. 2023/01/31 RVSD

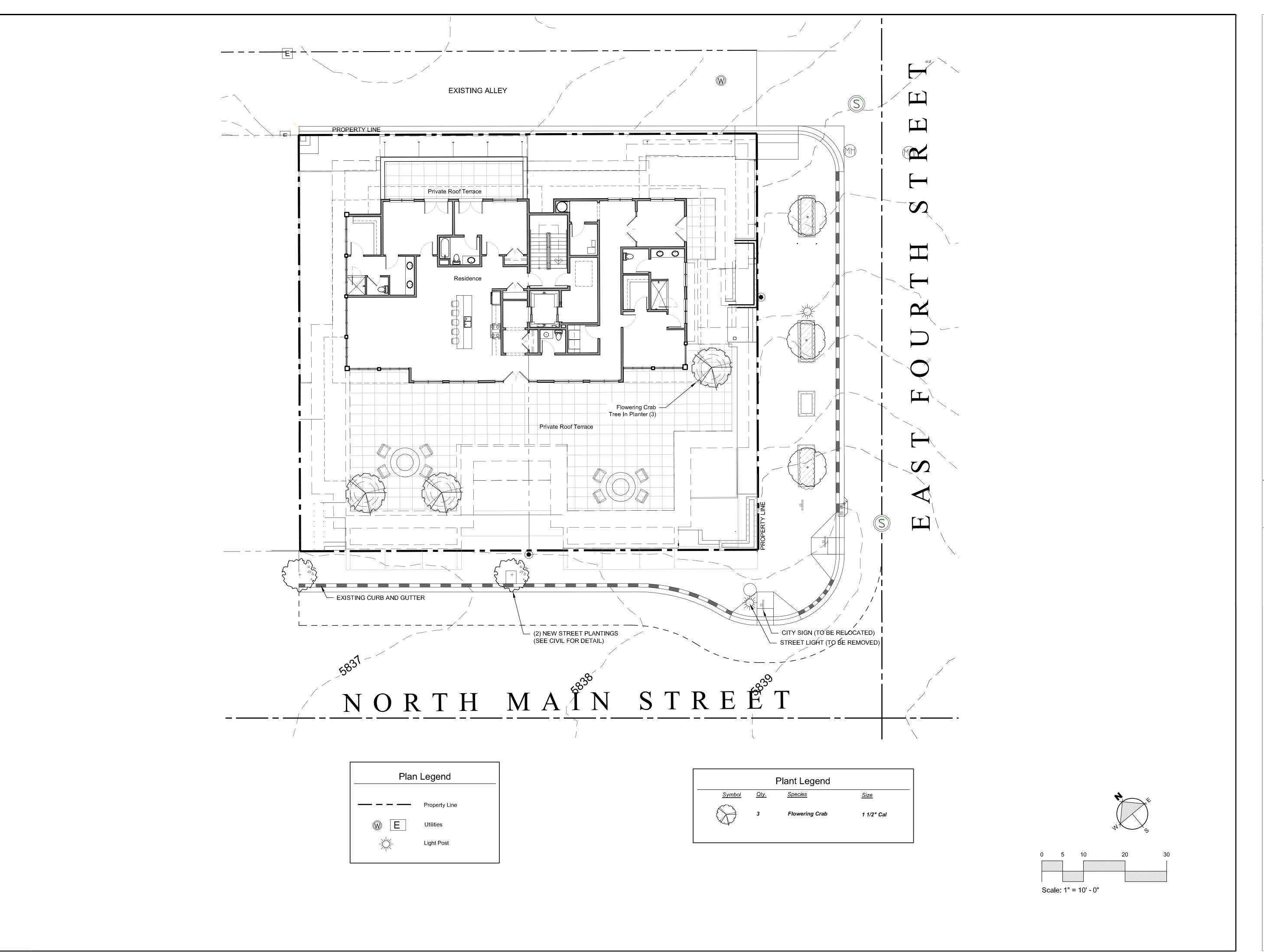
## Landscape Plan Level 01 & 02

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 01/31/23
 20-00|

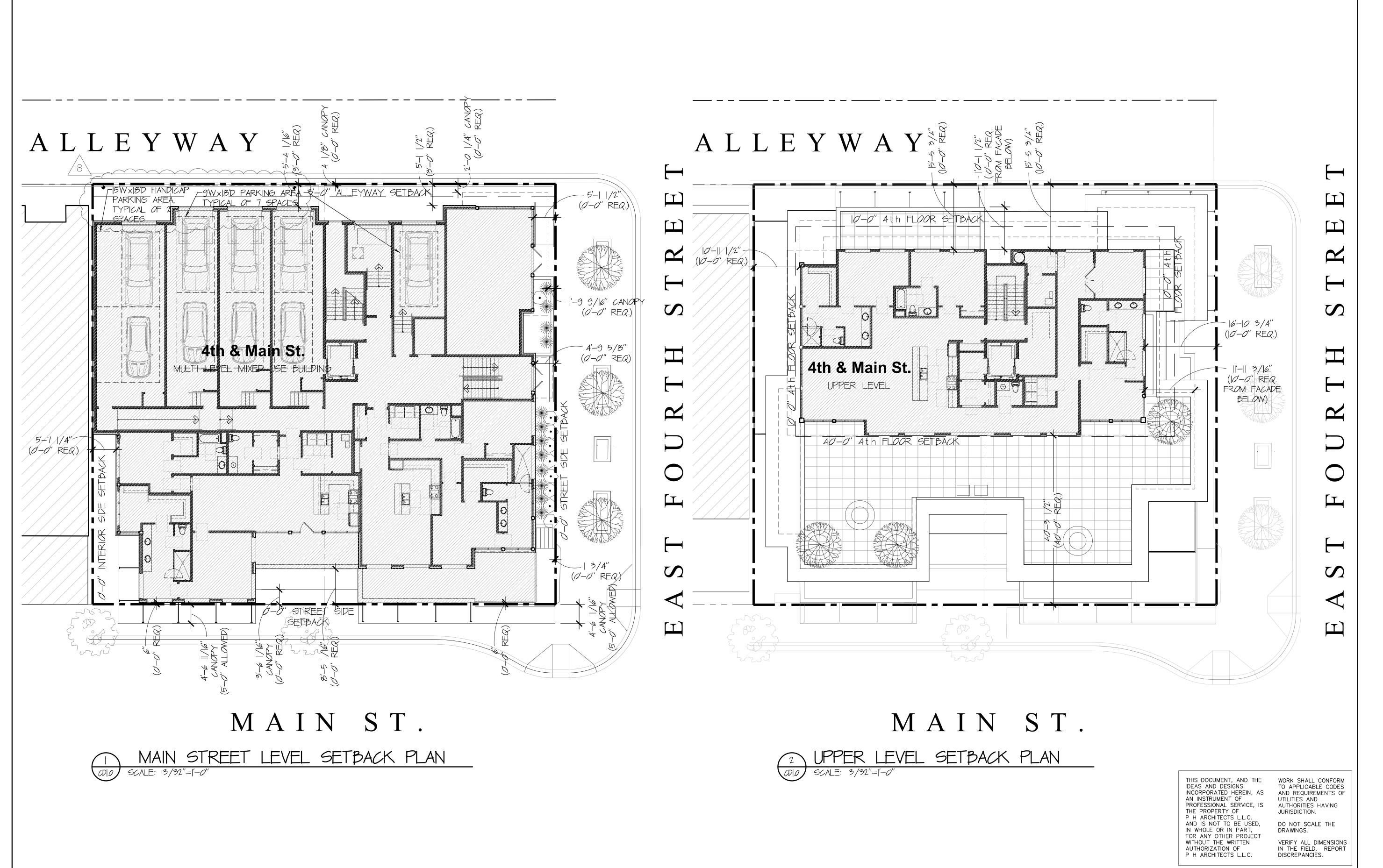
 Scale:
 1" = 10'
 CAD File Name:

 Design:
 Checked:

 Sheet No.:
 ••P H ARCHITECTS, LLC







# MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

PH ARCHITECTS

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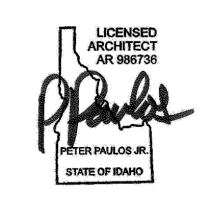


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Civil Engineer: Galena Engineering, Inc. 317 North River Street Hailey, Utah 83333 (208) 788-1705 tel.

(203) 426-6503 fax

Landscape Architect: Eggers Associates, Landscape Architecture 560 North Second Avenue Ketchum, Idaho 83340 (208) 725-0988 tel. (208) 725-0972 fax



3. |2012/03/|| REVIEW RESPONSE 5. |2022/06/17 | ZONING SUBMISSION 7. | 2012/10/13 | PLANNING COMMENTS 8 | 2012/10/25 | PLANNING COMMENTS

SETBACK PLANS

2022/03/11

CAD File Name: base-floor plans

5,454 GSF FIRST FLOOR 8,5|5 GSF SECOND FLOOR 6,764 GSF THIRD FL*OO*R 3,27*0 GS*F 24,003 GSF FOURTH FLOOR TOTAL FLOOR AREA

24.003 GSF TOTAL FLOOR AREA = 2.18 F.A.R. 2.25 ALLOWED 10,997 SF LOT AREA

		s U	M M A R	Y				
GENERAL BUILDING INFORMATION	FL <i>00</i> R		S SQUARE NGE PER AREA		GROSS SQUA FOOTAGE PE		UNITS/ BEDR <i>OO</i> M <i>CO</i> UNT	REMARKS
OCCUPANCY CLASS  RETAIL - MERCANTILE USE ("M")	MAIN LEVEL	976 SQ. 1 104 SQ. 1	. FT./RETAIL SPACE FT./COMMUNITY HOUSING FT./CIRCULATION FT./CORRIDOR		5,454 SQ. (INCLUDING MA CIRCULATION, ELEVA RM & REF	ATOR MACHINE	(2) — STUDIO UNITS (COMMUNITY HOUSING)	LOT SIZE: 10,997 SQ.FT.  MAXIMUM FAR= 2.25 X 10,997= 24,743.25 SQ. FT.
CONDOMINIUMS - RESIDENTIAL USE ("R-2") PARKING - LOW-HAZARD STORAGE USE ("S-2")  BUILDING CONSTRUCTION	SECOND LEVEL	662 SQ. 3,230 SQ. 430 SQ. 708 SQ.	FT./PARKING =T./RETAIL SPACE : FT./LIVING (CONDOS) FT./CIRCULATION FT./CORRIDOR FT./ PRIVATE ROOF TERRACE		8,5 5 SQ. (EXCLUDING 2N STAIRWELLS &	P FL <i>oo</i> r	(2)— 2 BEDR <i>OO</i> M UNITS ( <i>CO</i> NDO)	
PROTECTED WOOD CONSTRUCTION (TYPE V(A))  BUILDING VOLUME  FOUR STORIES	THIRD LEVEL	219 SQ. F 392 SQ.	. FT./LIVING (CONDOS) T./CIRCUALTION FT./CORRIDOR FT./ PRIVATE ROOF TERRACE		6,764 SQ. (EXCLUDING 3R STAIRWELLS FR <i>O</i> M ELEVATO	D FL <i>oo</i> R 2ND FL <i>oo</i> R &	(I)— 2 BEDR <i>OO</i> M UNIT (CONDO) (I)— 3 BEDROOM UNIT (CONDO)	
MAX.  7,672 SF PER FLOOR PLATE	FOURTH LEVEL	219 SQ. F	. FT./LIVING (CONDOS) FT./CIRCUALTION . FT./PRIVATE ROOF TERRACE	=	3,270 SQ (EXCLUDING 47 STAIRWELLS &	H FLOOR	(I)— 3 BEDR <i>OO</i> M UNIT ( <i>CO</i> ND <i>OS</i> )	
		3,446 SQ.  ,432 SQ.  2,029 SQ. 976 SQ. F  ,664 SQ.	FT./PARKING FT./RETAIL SPACE =T./CIRCULATION FT./LIVING (CONDOS) T./LIVING (COMMUNITY HOUSIN =T./CORRIDOR FT./PRIVATE ROOF TERRACE	,	TOTAL PROVIDED 24,003 SQ. FT. FAR: 2.18		(3)-2 BEDROOM UNITS (CONDOS) (2)-3 BEDROOM UNITS (CONDOS) 5 TOTAL UNITS	
	PARKING COUN	Т				1		
	COMMUNITY HOUSING	5			ARKING/UNIT .  7. 25 <i>.040(C)</i> ( )(a)]	O PARKING 1	NEEDED	
	2 BEDROOM UNITS	(CONDOS)	(2)— UNITS UNDER 2 <i>00</i>   SF	PA	ARKING/UNIT	2 PARKING N	IEEDED	
			(3)— UNITS OVER 200  SF	2 P	ARKING/UNIT	6 PARKING N	IEEDED	
				_		8 T <i>O</i> TAL PAF NEEDED		9 PROVIDED- UNDERGROUND VHICH ARE HANDICAP)
	RETAIL		3,446 NSQ. FT. RETAIL	1 <i>000</i> RED	RKING/ 0 SQ. FT. (INITIAL DUCTION OF 5500 FT.)	<i>O</i> PARKING N (UNDER <i>5500</i>		
						<i>O</i> T <i>O</i> TAL PAF NEEDED	RKING	

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DRAWINGS. VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

# MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

## PH ARCHITECTS

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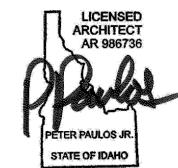


Project Team: Architect and Planner: P H Architects, LLC 38 Taunton Hill Road Newtown, Connecticut 06470 (203) 426-6500 tel. (203) 426-6503 fax

Civil Engineer: Galena Engineering, Inc. 317 North River Street Hailey, Utah 83333 (208) 788-1705 tel.

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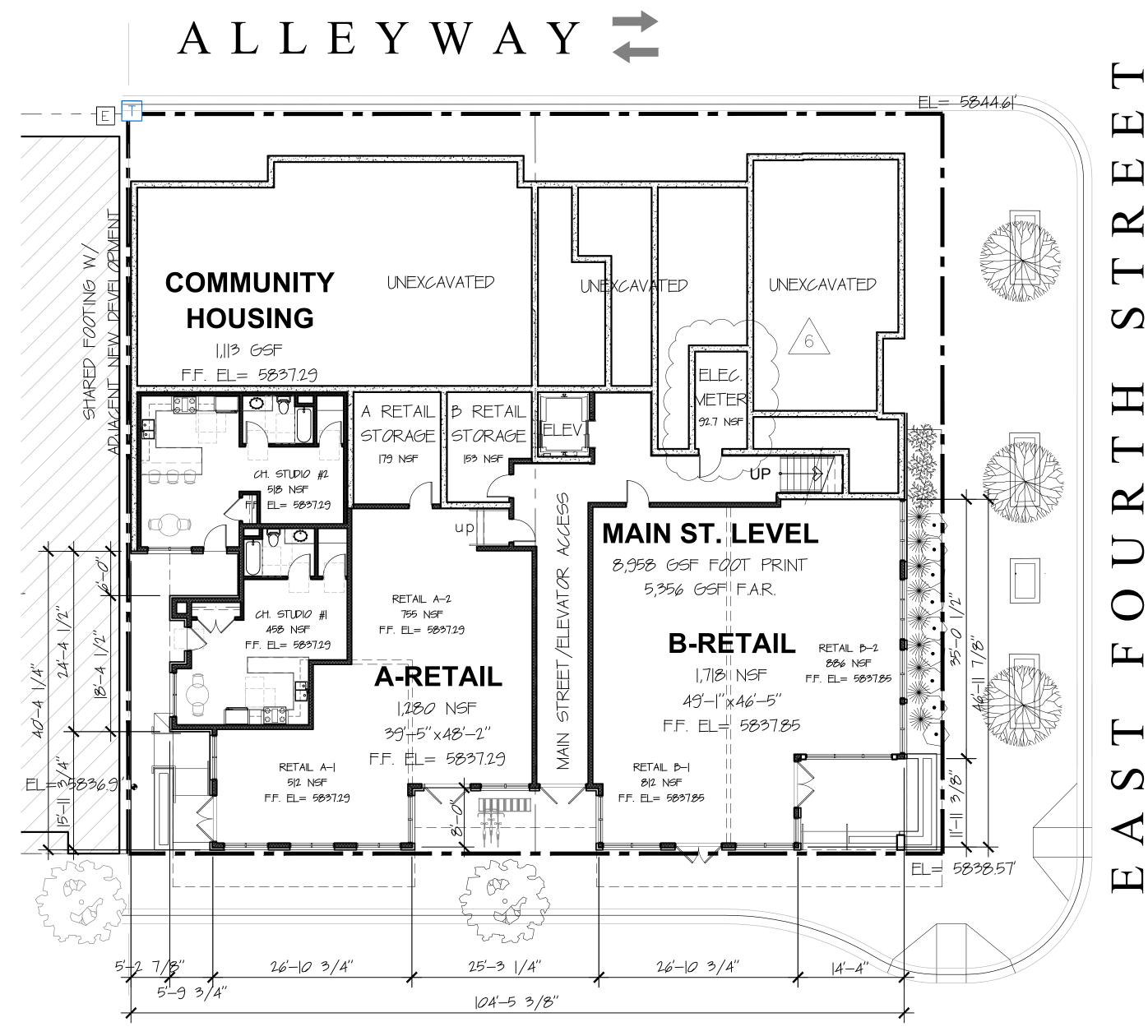


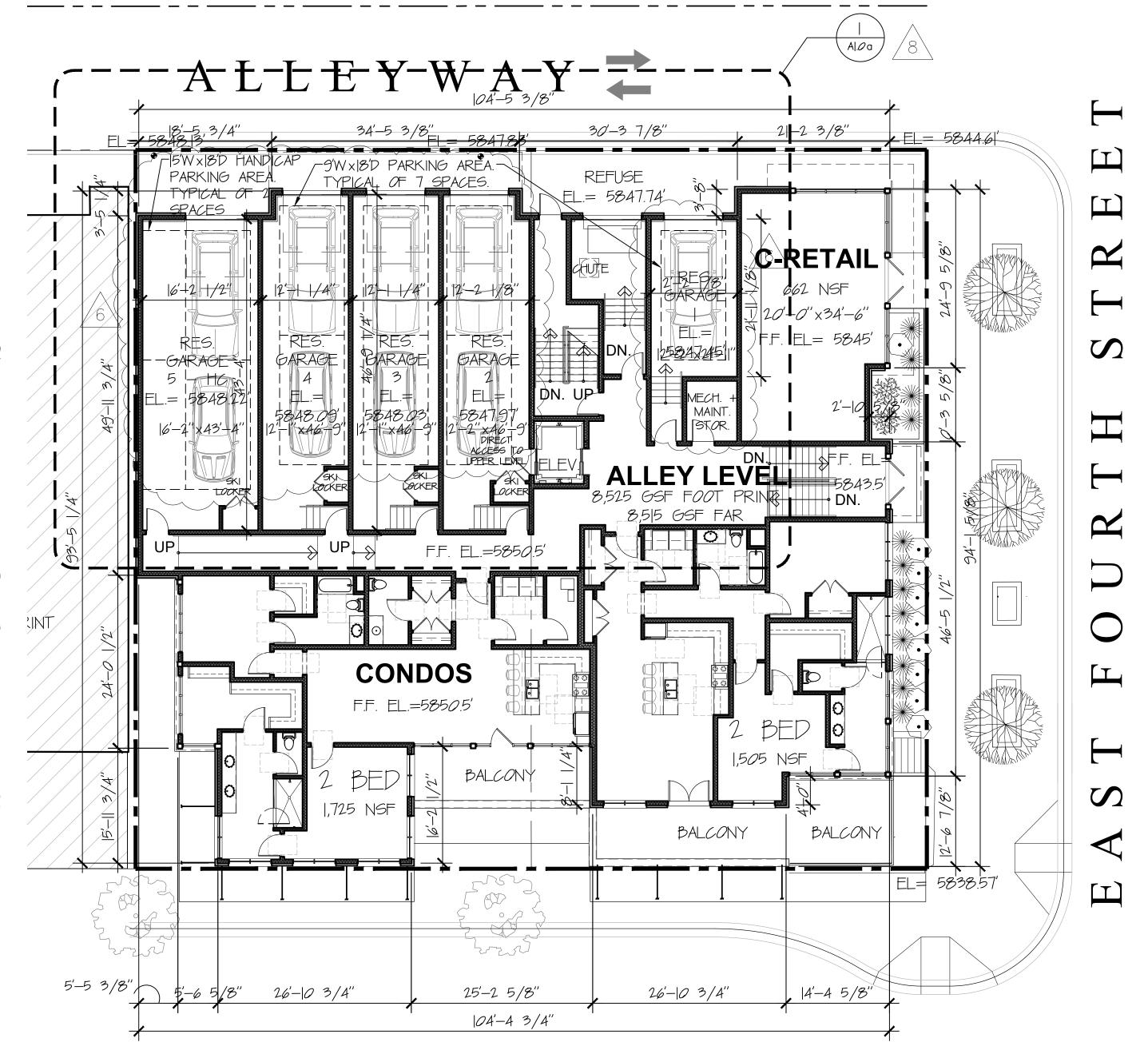
Revisions I. |202|/|2/|7| ZONING APPLICATION 2. 2012/01/03 PROJECT NARRATIVE 3. | 2012/03/|| | REVIEW RESPONSE 5. 2012/06/17 ZONING SUBMISSION 6. 2012/09/06 PLANNING COMMENTS 7. |2022/10/13 | PLANNING COMMENTS

## CODE DATA

Project No.:

20-00 2021/12/17 CAD File Name:  $\frac{3/32''=|-0''|}{3/32''=|-0''|} \qquad \text{base-floor plans}$ Design: Checked: sbz





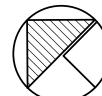
NORTH MAIN STREET

MAIN STREET LEVEL PLAN

SCALE: 3/32"=1'-0"

2 ALLEY LEVEL PLAN

ALLEY SCALE: 3/32"=1'-0"



NORTH

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VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

Δ1.O

CAD File Name:

base-floor plans

| 202|/|2/|7 | ZONING APPLICATION | 2012/01/03 | PROJECT NARRATIVE

2012/03/|| REVIEW RESPONSE
 2012/04/|| CITY COMMENT REVISION
 2012/06/|7 ZONING SUBMISSION

6. |2012/09/06 | PLANNING COMMENTS

8. 2012/10/25 PLANNING COMMENTS 9. 2013/01/30 PLANNING COMMENTS

MAIN ST & ALLEY

LEVEL PLAN

MIXED USE

4TH & MAIN ST. KETCHUM, BLAINE COUNTY,

> 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

IDAHO 84117

DEVELOPMENT

Prepared For: SOLSTICE DEVELOPMENT

ARCHITECTS

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(208) 725-0972 fax

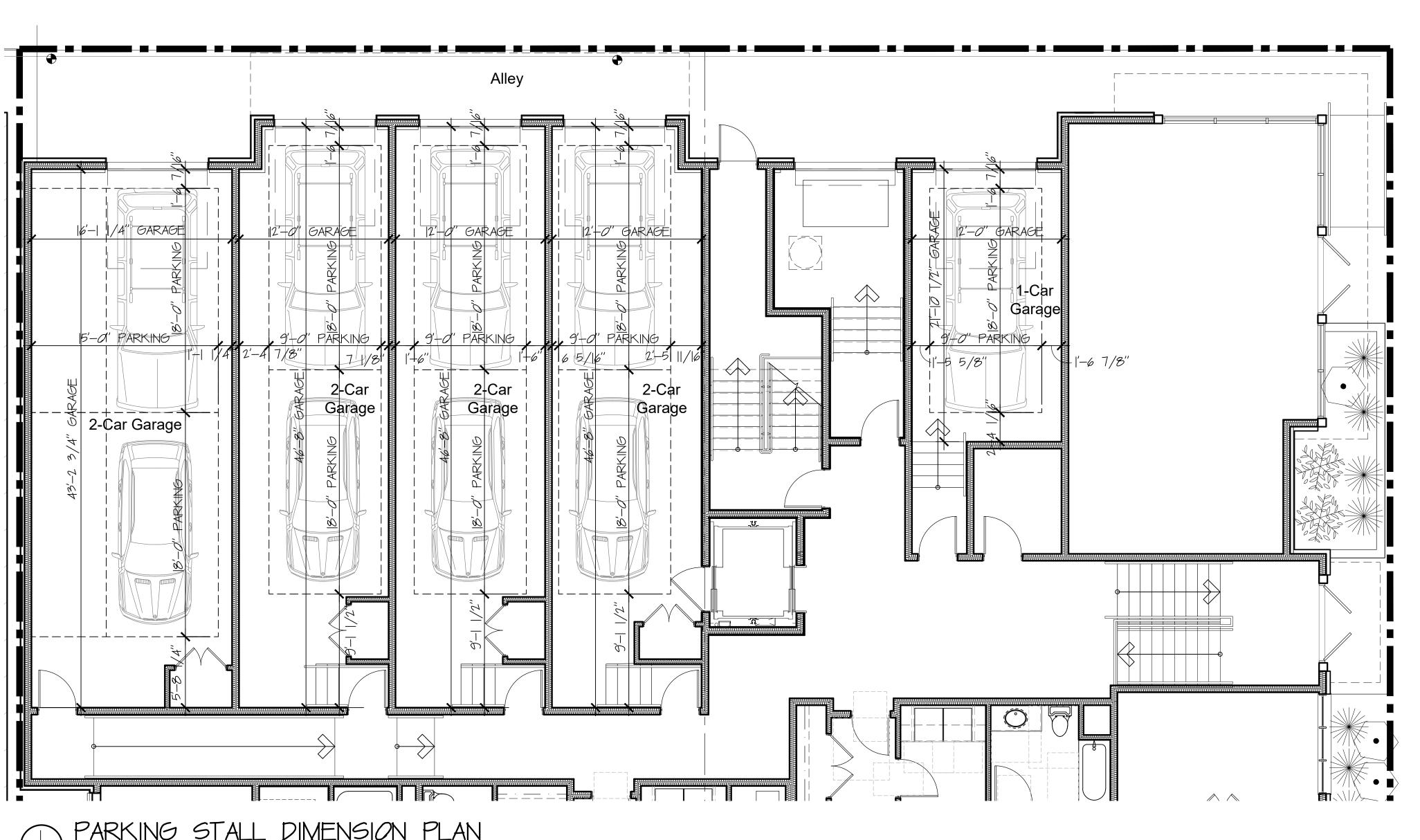
Civil Engineer:

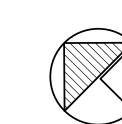
Newtown, Connecticut 06470

Galena Engineering, Inc. 317 North River Street

Eggers Associates, Landscape Architecture

© P H ARCHITECTS, LLC





PARKING STALL DIMENSION PLAN

ALOG SCALE: 3/16"=1'-0"

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VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE DEVELOPMENT

> 4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

PH ARCHITECTS

38 Taunton Hill Road Newtown, Connecticut 06470 203-426-6500 tel. 203-426-6503 fax ph-archs.com



Project Team: Architect and Planner: P H Architects, LLC 38 Taunton Hill Road Newtown, Connecticut 06470 (203) 426-6500 tel. (203) 426-6503 fax Civil Engineer:

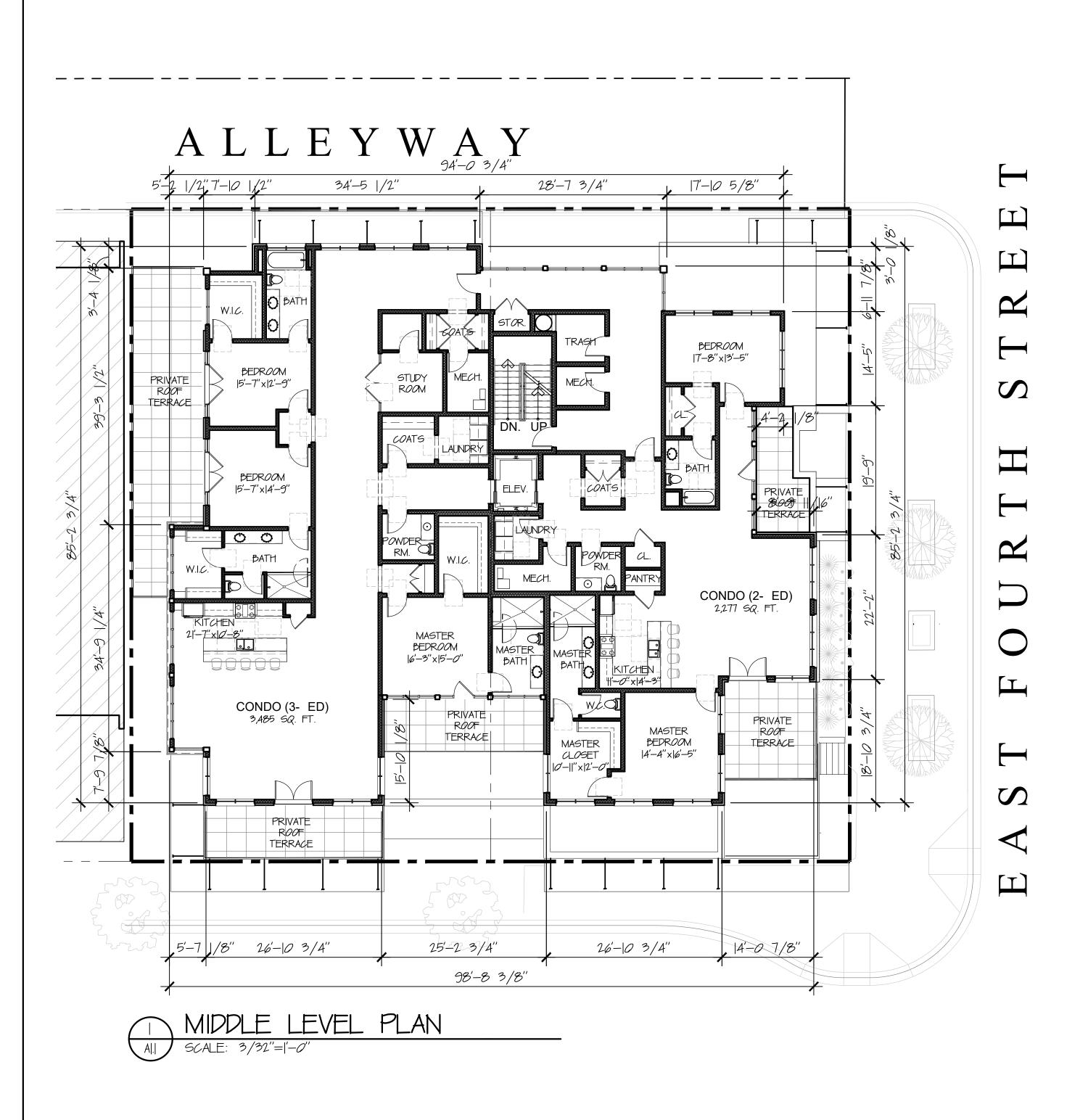
(208) 725-0972 fax

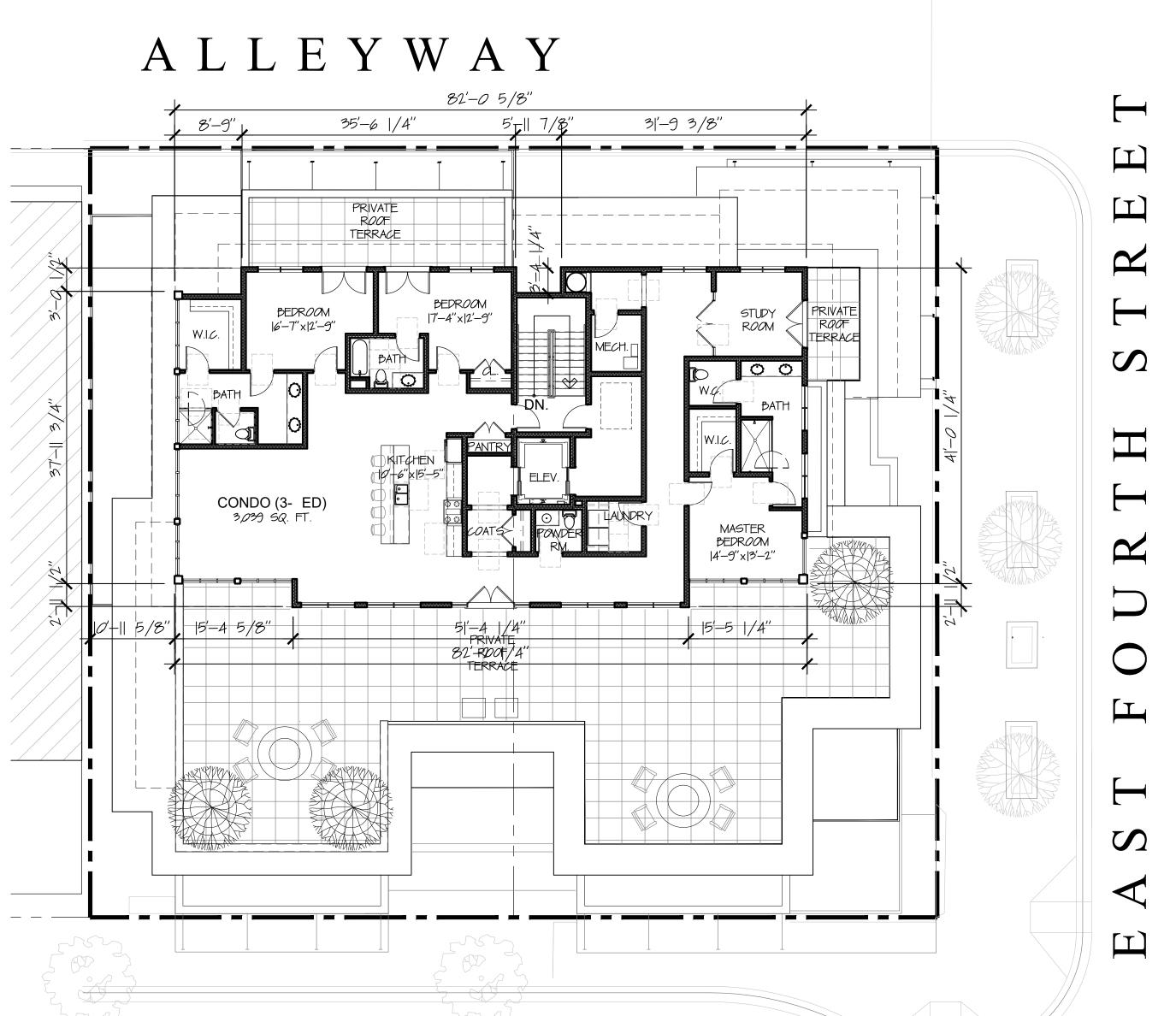
Galena Engineering, Inc. 317 North River Street Hailey, Utah 83333 (208) 788-1705 tel. Landscape Architect: Eggers Associates, Landscape Architecture 560 North Second Avenue Ketchum, Idaho 83340 (208) 725-0988 tel.

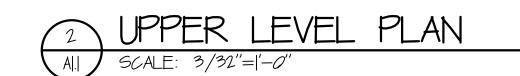
Revisions

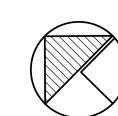
PARKING STALL DIMENSION PLAN

Date: 2*0*22/|0/|9 Scale: CAD File Name: 3/|6''=|-0'' base-floor plans Design: sbz Sheet No.:









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ARCHITECTS 38 Taunton Hill Road Newtown, Connecticut 06470 203-426-6500 tel. 203-426-6503 fax



MIXED USE

4TH & MAIN ST. KETCHUM, BLAINE COUNTY,

4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

IDAHO 84117

DEVELOPMENT

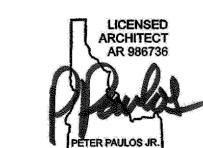
Prepared For: SOLSTICE DEVELOPMENT

PH

Project Team: Architect and Planner: P H Architects, LLC 38 Taunton Hill Road Newtown, Connecticut 06470 (203) 426-6500 tel. (203) 426-6503 fax

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Revisions

No. | Date | 2021/12/17 | ZONING APPLICATION 2. 2012/02/03 PROJECT NARRATIVE 3. |2012/03/|| REVIEW RESPONSE 5. |2012/06/17 | ZONING SUBMISSION

9. 2013/01/30 ZONING COMMENTS

MIDDLE & UPPER LEVEL PLANS

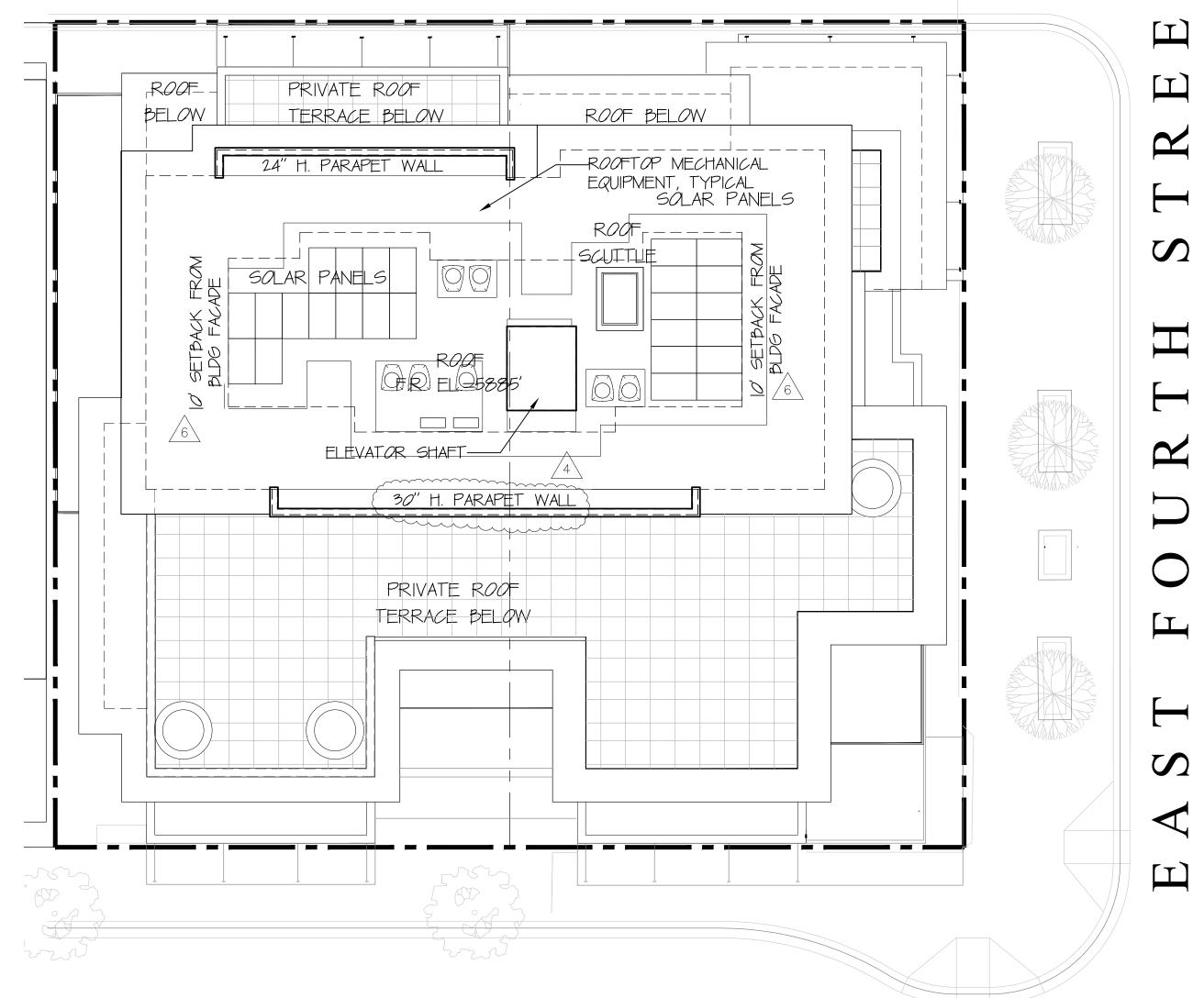
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sbz

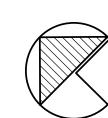
Project No.:

20-00 CAD File Name: base-floor plans Checked:

# ALLEYWAY







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A1.2

MIXED USE
DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,

IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

P H ARCHITECTS

38 Taunton Hill Road Newtown, Connecticut 06470 203-426-6500 tel. 203-426-6503 fax



Project Team:

Architect and Planner:

P H Architects, LLC

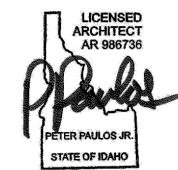
38 Taunton Hill Road

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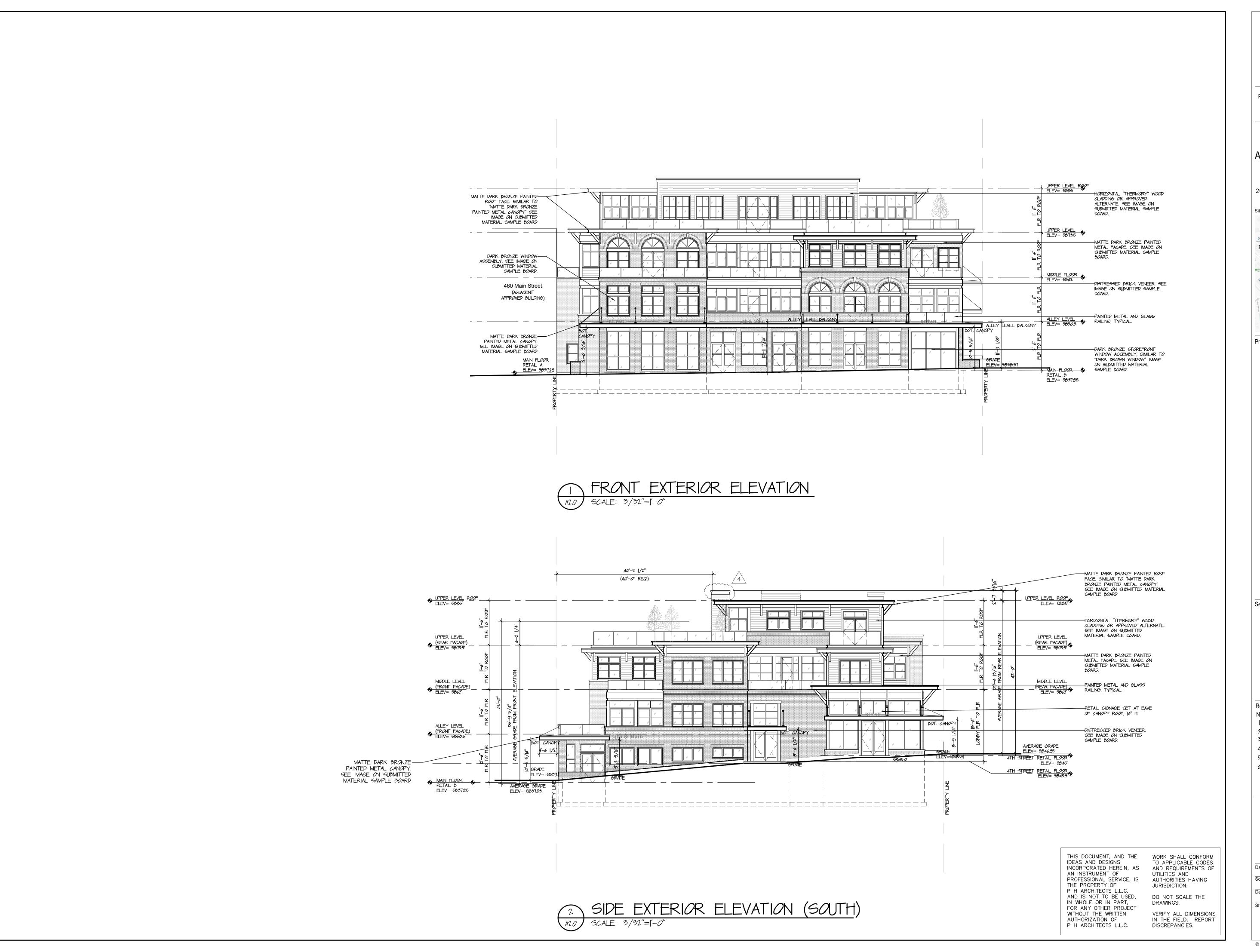


evisions s

ROOF PLAN

Date: 2012/09/06Scale: 3/32''=|'-0''| base Design: 5bz

CAD File Name:
base-floor plans
Checked:



## MIXED USE DEVELOPMENT

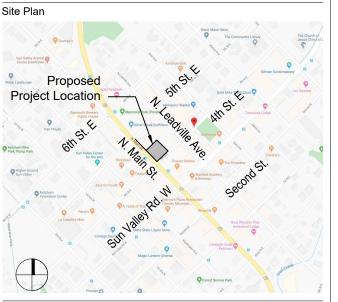
4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT

4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

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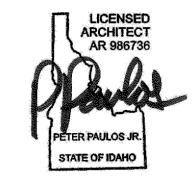
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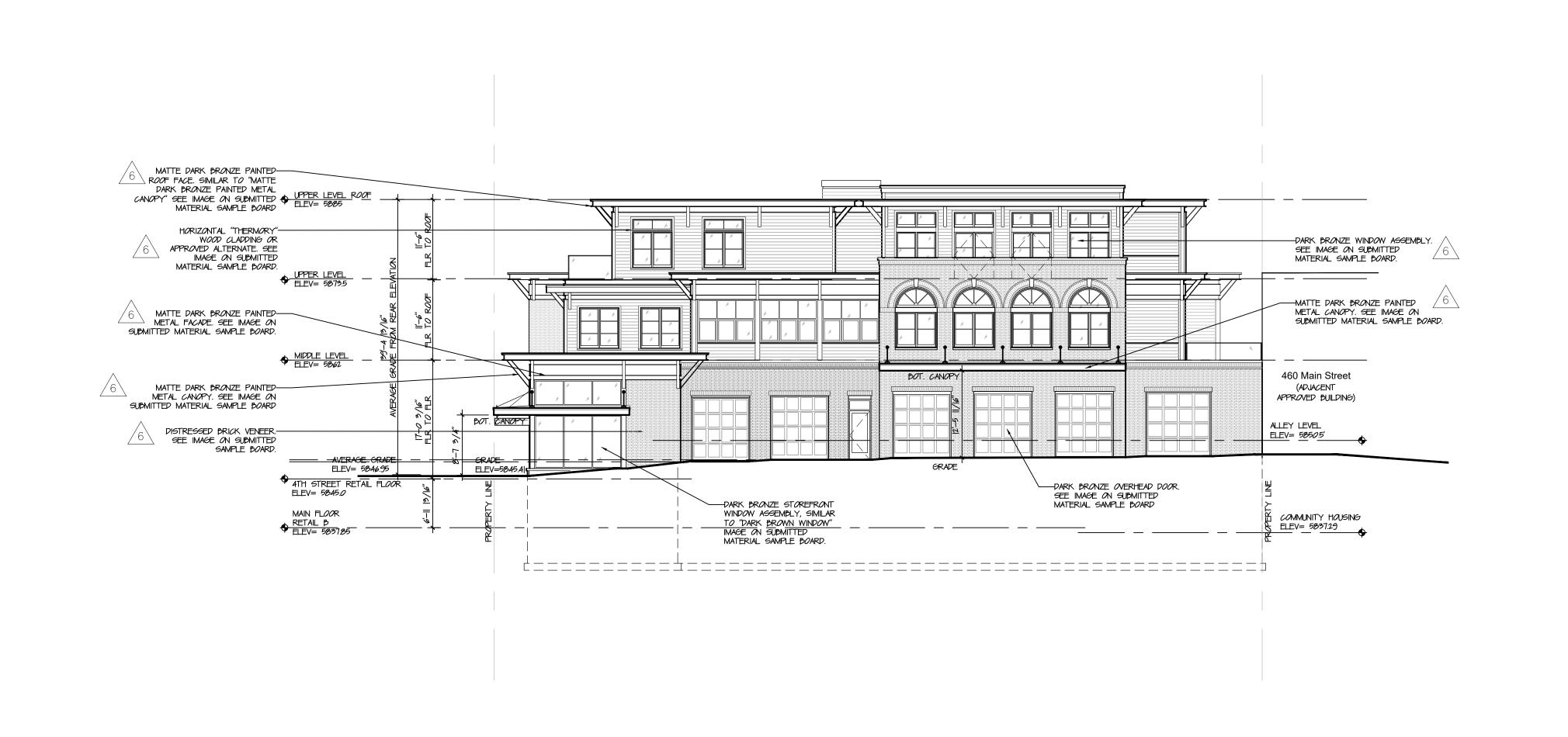
Revisions

Date 2021/12/17 | ZONING APPLICATION 2012/02/03 PROJECT NARRATIVE 1011/03/|| REVIEW RESPONSE 2012/05/10 AVG. GRADE/PARAPET 2012/06/17 | ZONING SUBMISSION 2012/09/06 PLANNING COMMENTS

> FRONT & SIDE EXTERIOR ELEVATIONS

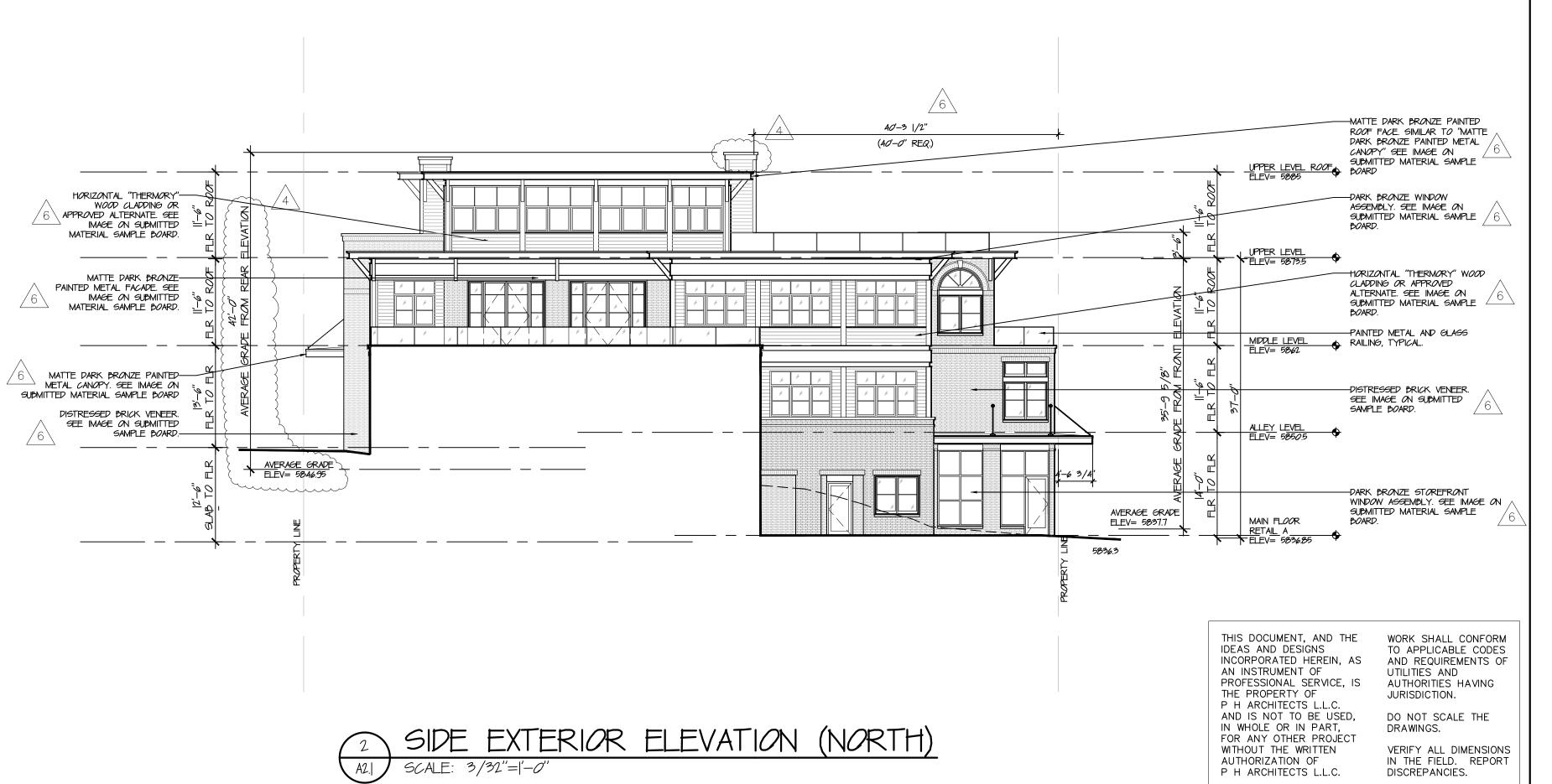
2012/09/06 3/32"=|'-0" Design: sbz

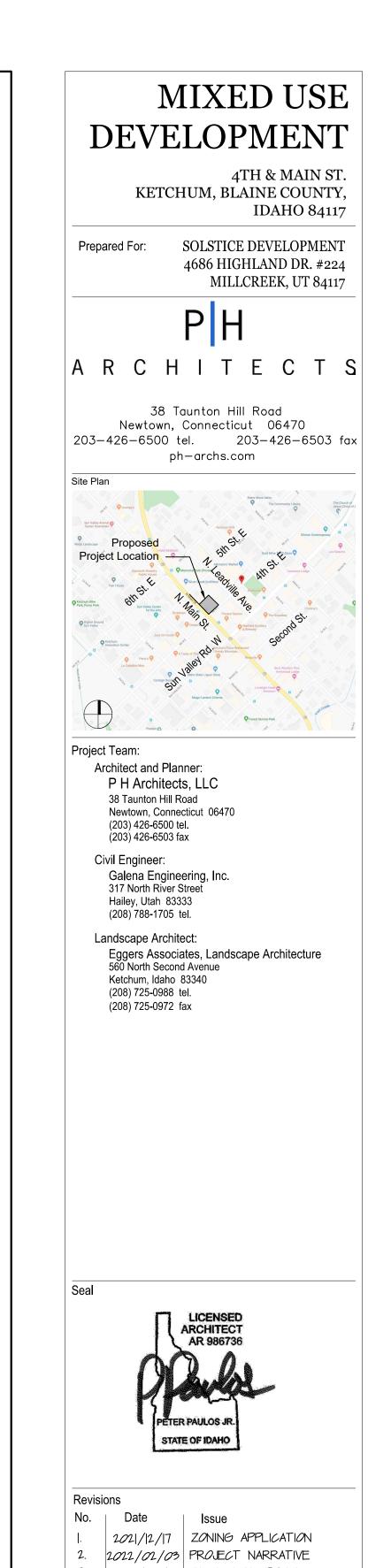
Project No.: 20-00 CAD File Name: base-ext elev. Checked:



REAR EXTERIOR ELEVATION

SCALE: 3/32"=1-0"





Revis	.0110	
No.	Date	Issue
].	2021/12/17	ZONING APPLICATION
2.	2012/02/03	PROJECT NARRATIVE
3.	2022/03/11	REVIEW RESPONSE
5.	2022/06/17	ZONING SUBMISSION
6.	2022/09/06	PLANNING COMMENTS

# REAR & SIDE EXTERIOR ELEVATIONS

Date: Project No.:  $\frac{2012/09/06}{\text{Scale:}} \frac{20-00|}{\text{CAD File Name:}}$ Design: base-ext elev. Checked: Sbz

Sheet No.:

A2.1



# MIXED USE DEVELOPMENT

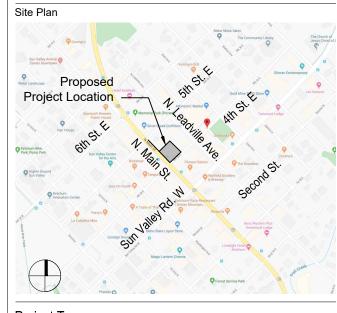
4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT

4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

PH ARCHITECTS

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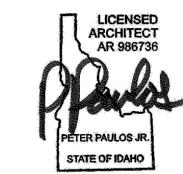


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3. |2012/03/|| REVIEW RESPONSE 5. |2022/06/17 | ZONING SUBMISSION

COMBINED MAIN ST. ELEVATION

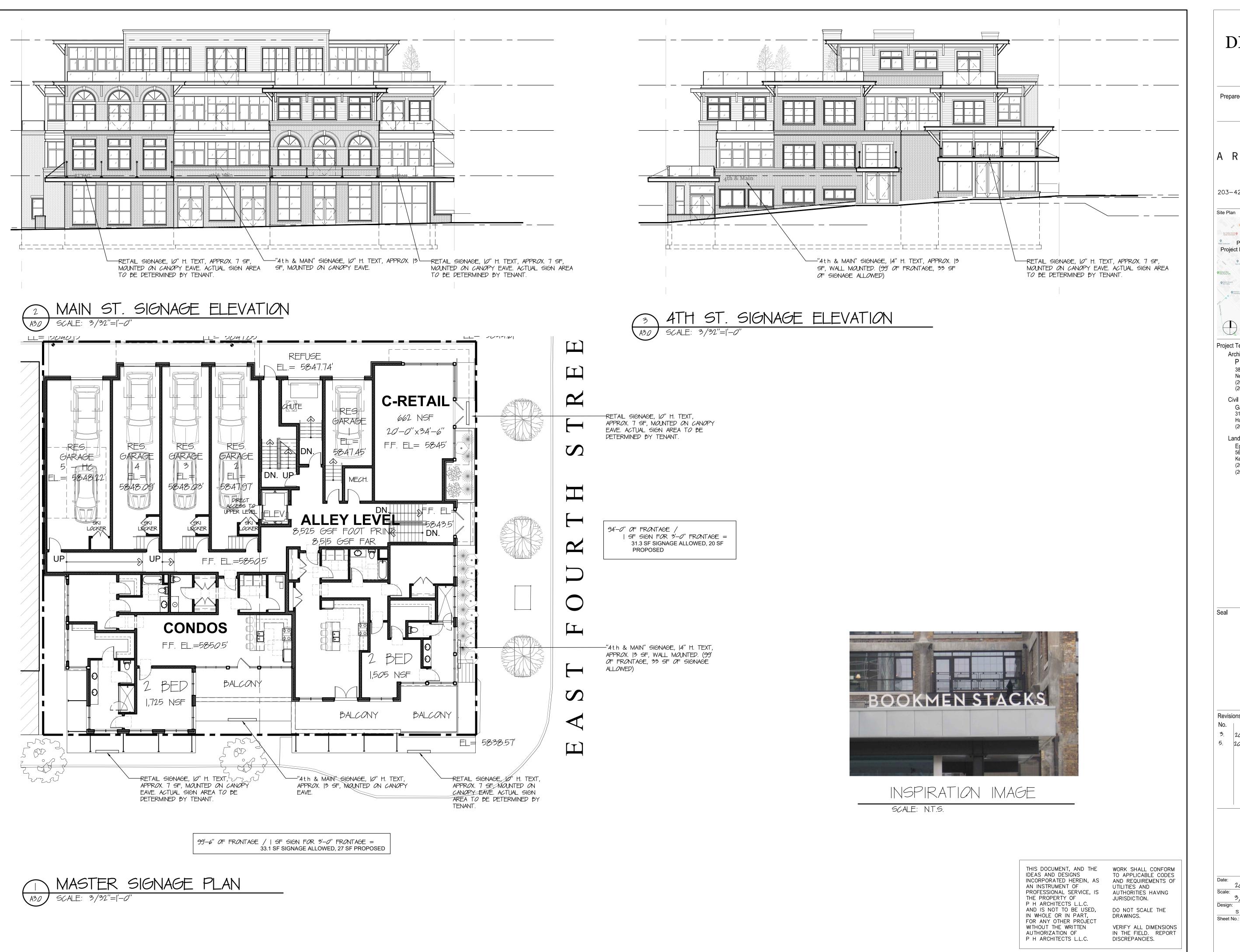
2021/12/17 Design:

sbz

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Project No.:

20-00 CAD File Name: base-ext elev. Checked:



MIXED USE DEVELOPMENT

> 4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

P|H ARCHITECTS

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203-426-6500 tel. 203-426-6503 fax
ph-archs.com



Project Team:

Architect and Planner:

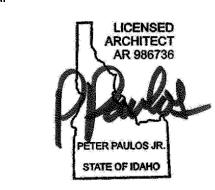
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(208) 725-0972 fax



Revisions

No. Date Issue

3. 2012/03/|| REVIEW RESPONSE

5. 2012/06/|7 ZONING SUBMISSION

MASTER SIGNAGE PLAN

Date: 2012/03/||Scale: 3/32''=|'-0''Design: Sbz

CAD File Name:
base-ext elev.
Checked:

43.0

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PERSPECTIVE RENDERING

A5.0 SCALE: NTS

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MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

ARCHITECTS

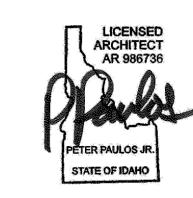
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2021/12/17 ZONING APPLICATION 2. 2012/01/03 PROJECT NARRATIVE 3. |2*012/03/*|| REVIEW RESP*O*NSE 5. 2012/06/17 ZONING SUBMISSION 6. 2012/09/06 PLANNING COMMENTS 9. 2013/01/30 ZONING COMMENTS

PERSPECTIVE RENDERING

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# MIXED USE DEVELOPMENT

4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

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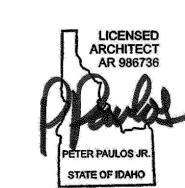
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PERSPECTIVE RENDERING

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Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

# ARCHITECTS

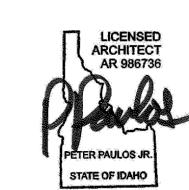
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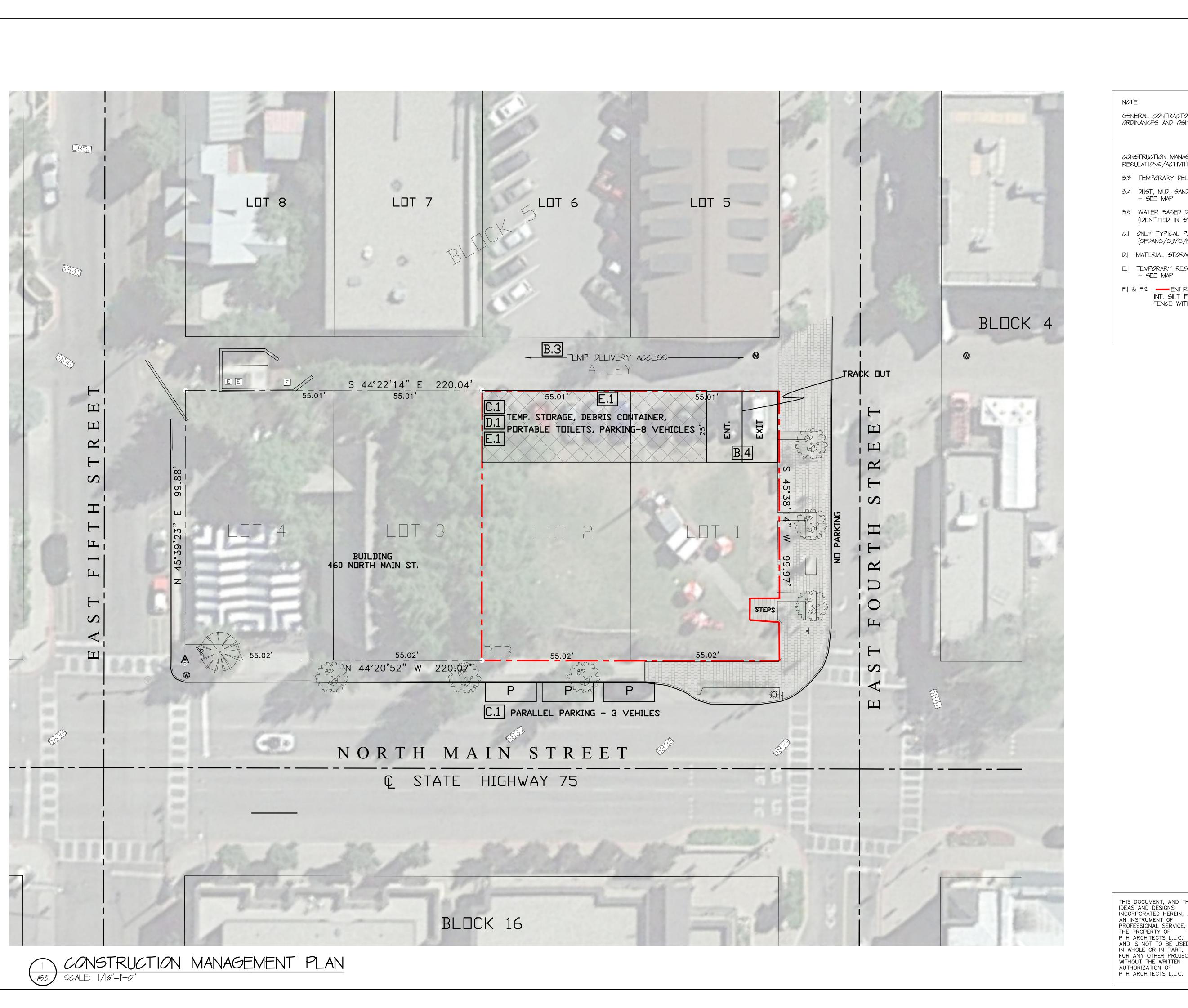
I. |202|/|2/|7| ZONING APPLICATION 2. 2012/01/03 PROJECT NARRATIVE 3. | 2012/03/|| | REVIEW RESP*O*NSE 5. 2012/06/17 ZONING SUBMISSION

6. 2012/09/06 PLANNING COMMENTS 9. 2013/01/30 ZONING COMMENTS

## PERSPECTIVE RENDERING

2021/12/17 NTS

Project No.: 20-00 CAD File Name: Checked:



NOTE

GENERAL CONTRACTOR TO FOLLOW ALL CITY ORDINANCES AND OSHA STANDARDS

CONSTRUCTION MANAGEMENT PLAN REGULATIONS/ACTIVITIES PLAN

- B.3 TEMPORARY DELIVERY AREA SEE MAP
- B.4 DUST, MUD, SAND AND GRAVEL CONTROL - SEE MAP
- 8.5 WATER BASED DUST CONTROL (IDENTIFIED IN SWPPP)
- C. ONLY TYPICAL PASSENGER VEHICLES (SEDANS/SUV'S/ETC)
- D.| MATERIAL ST*O*RAGE AREA SEE MAP
- E.I TEMPORARY RESTROOMS AND DUMPSTER - SEE MAP
- F.| & F.2 —— ENTIRE SITE TO HAVE INT. SILT FENCE - EXTERIOR 6'h FENCE WITH WRAP



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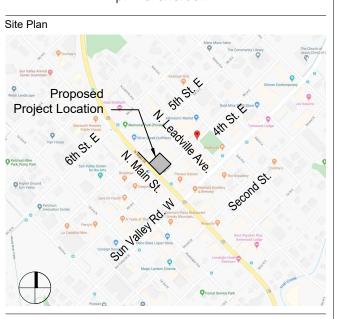
MIXED USE DEVELOPMENT

> 4TH & MAIN ST. KETCHUM, BLAINE COUNTY, IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

PH ARCHITECTS

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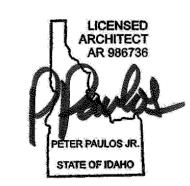


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2. 2012/01/03 PROJECT NARRATIVE 3. 2012/03/|| REVIEW RESPONSE 5. 2012/06/17 ZONING SUBMISSION

CONSTRUCTION MANAGEMENT PLAN

2021/12/28

Project No.:

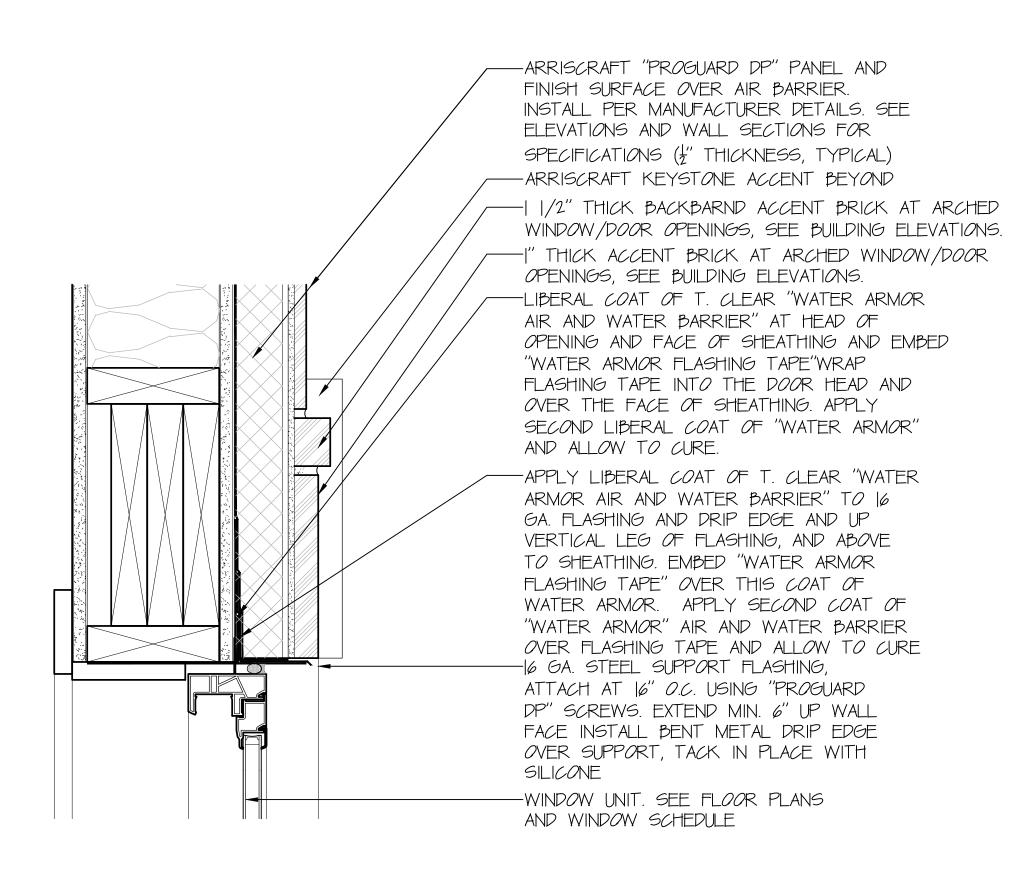
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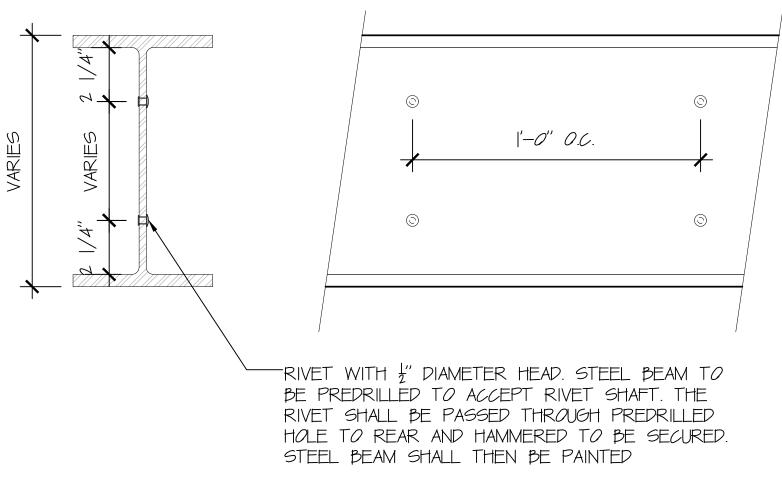
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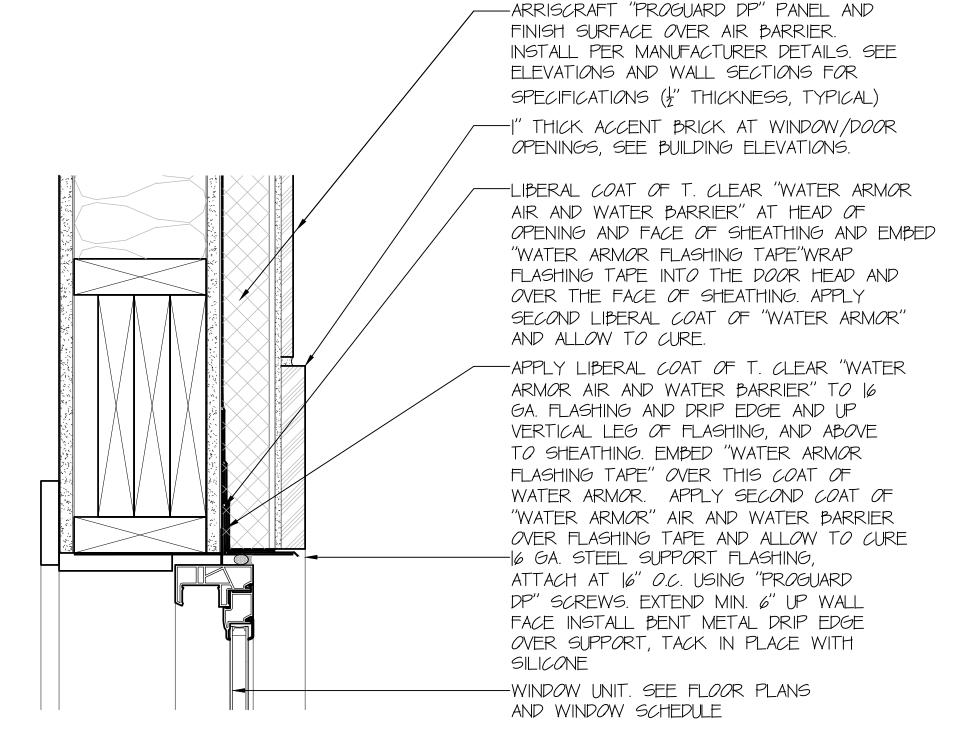
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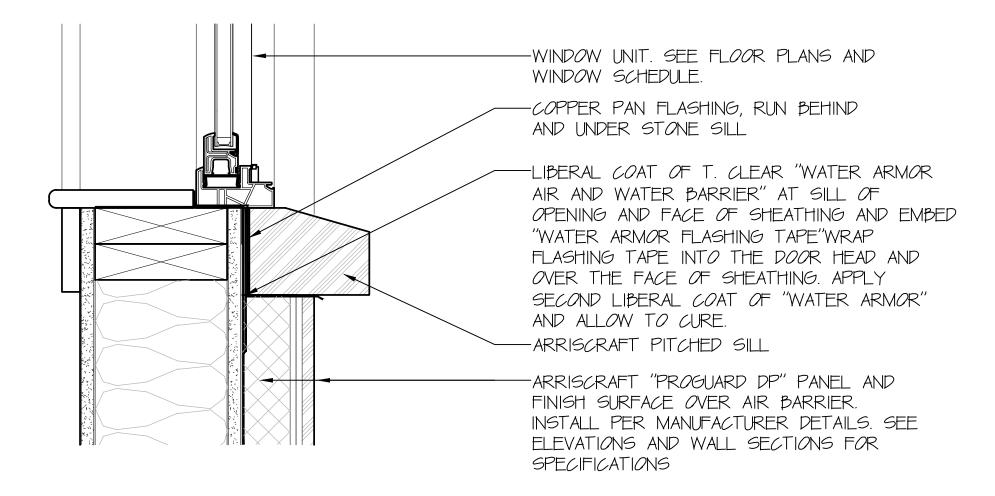




TYPICAL WINDOW SILL DETAIL



## TYPICAL WINDOW HEAD DETAIL SCALE: 3"=1-0"





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> DO NOT SCALE THE DRAWINGS. VERIFY ALL DIMENSIONS

MIXED USE DEVELOPMENT 4TH & MAIN ST.

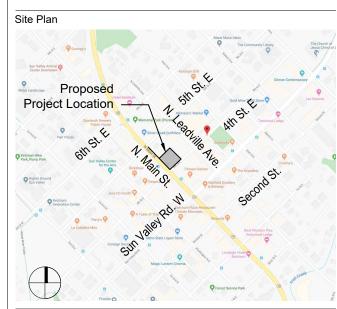
IDAHO 84117 Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224

KETCHUM, BLAINE COUNTY,

MILLCREEK, UT 84117 PH

ARCHITECTS

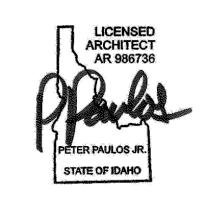
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5. | 2012/06/17 | ZONING SUBMISSION

**DETAILS** 

2021/12/17 AS NOTED

sbz

Sheet No.:

Project No.:

20-00 CAD File Name: base-details Checked:

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AUTHORIZATION OF P H ARCHITECTS L.L.C.

IN THE FIELD. REPORT DISCREPANCIES.

Attachment C
Application Materials:
Lot Consolidation
Preliminary Plat
Application
&

Supplemental Materials



#### City of Ketchum Planning & Building

	OFFICIAL USE ONLY	
Ap	P1220-1043 A	
Da	te Receipt 20 122	
By	SMicollin	
Fe	e P.450	
Αр	proved Date:	
By		

#### **Subdivision Application**

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the city website at: www.ketchumidaho.org and click on Municipal Code

click on Municipal Cod	ė.		
	APPL	ICANT INFORMATION	
Name of Proposed Subo	livision: Lat 1A Black 5 Ket	chum Townsite	
Owner of Record: See	plat note 3.		
Address of Owner: See	plat note 3.		
Representative of Owne	er: See plat note 3.		
Legal Description: Keto	hum Block 5 Lots 1 & 2	RPK 000000500	10 & 00000050020
Street Address:			
	SUBDI	VISION INFORMATION	
Number of Lots/Parcels	: 1		
Total Land Area: 10,98	9 S.F. (0.25 AC)		
Current Zoning District:	CC		
Proposed Zoning Distric	t: CC		
Overlay District:			
	TY	PE OF SUBDIVISION	
Condominium	Land 00	PUD 🗆	Townhouse □
Adjacent land in same of	wnership in acres or square fo	eet: N/A	
Easements to be dedica	ted on the final plat:		
NONE			
Briefly describe the imp	rovements to be installed prior	or to final plat approval:	
None.			
	ADDO	TIONAL INFORMATION	
All lighting must be in a	ompliance with the City of Ket		
One (1) conv of Articles	of Incorporation and By-Laws	of Homeowners Association	ns and/or Condominium Declarations
	title report and owner's recor		
One (1) copy of the pre			
	itted in an electronic format t	o planningandzoning@ketcl	numidaho.org

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

Applicant Date Date

191 W 5<sup>th</sup> St 

# P.O. Box 2315 

Ketchum, ID 83340 

main (208) 726-7801 

facebook.com/CityofKetchum 

twitter.com/Ketchum\_Idaho 

www.ketchumidaho.org



#### ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### **COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS. STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- Title being vested other than as stated in Schedule A. 1.
- Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - failure of any person or Entity to have authorized a transfer or conveyance;
    - a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
    - The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Unmarketable Title. 3.
- 4. No right of access to and from the Land.
- The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions, or location of any improvement erected on the Land; (b)
  - (c) the subdivision of land: or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

- An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Blaine County Title. Inc. 360 Sun Valley Road P.O. Box 3176

Ketchum, ID 83340 (208) 726-0700

Agent ID: 120037

Frederick H. Eppinger

President and CEO

David Hisey Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

ALTA Owner's Policy 06-17-06

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#### **COVERED RISKS (Continued)**

- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely; or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees. or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant:

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this
  does not modify or limit the coverage provided under Covered
  Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### **CONDITIONS**

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

- Insured named in Schedule A for estate planning purposes.
- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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AMERICAN LAND TITLE ASSOCIATION

#### **CONDITIONS (Continued)**

#### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

#### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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ALTA Owner's Policy 06-17-06

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#### **CONDITIONS (Continued)**

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured.
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

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

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
  - Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

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ALTA Owner's Policy 06-17-06

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### ALTA OWNER'S POLICY OF TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Name and Address ofStewart Title Guaranty CompanyTitle Insurance Company:P.O. Box 2029, Houston, TX 77252

File No.: 1921938 Policy No.: O-0000-921114738

Address Reference: Vacant Land, Ketchum, ID 83340

(For Company Reference Purposes Only)

**Amount of Insurance:** \$2,420,000.00 **Premium:** \$6,479.00

Date of Policy: May 07, 2021 at 2:58 pm

1. Name of Insured:

4th and Main Ketchum, LLC, a Utah limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

4th and Main Ketchum, LLC, a Utah limited liability company

4. The Land referred to in this policy is described as follows:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



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#### SCHEDULE B

File No.: 1921938 Policy No.: O-0000-921114738

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies
  taxes or assessments on real property or by the public records. Proceedings by a public agency which may result
  in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or
  by public record.
- 2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records..
- 6. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
- 9. General taxes for the year 2021 and subsequent years, which are a lien due not yet payable.
- 10. Water, sewer, rubbish charges of the City of Ketchum.
- 11. Ketchum rubbish charges billed by Clear Creek Disposal.
- 12. Facts evidenced by that certain Survey, recorded June 9, 2017, as <u>Instrument No. 644104</u>, records of Blaine County, Idaho.
- 13. Facts evidenced by that certain ALTA/NSPS Land Title Survey produced by Benchmark Associates for Solstice Homes as Project No. 19195 dated November 21, 2019.

#### **SCHEDULE B**

14. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$2,250,000.00 Dated: 05/07/2021

Grantor: 4th and Main Ketchum, LLC, a Utah limited liability company

Trustee: Blaine County Title, Inc.

Beneficiary: HARM, LLC, an Idaho limited liability company

Recorded: 05/07/2021, as Instrument No. 682376, records of Blaine County, Idaho

- 15. Subordination Agreement, executed by PH Architects, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682377, records of Blaine County, Idaho.
- 16. Subordination Agreement, executed by B & G Dirtworks, LLC, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682378, records of Blaine County, Idaho.
- 17. Subordination Agreement, executed by Gordon Goetechnical Engineering, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682379, records of Blaine County, Idaho.

**Instrument # 682375** 

HAILEY, BLAINE, IDAHO
05-07-2021 2:58:38 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00 Ex-Officio Recorder Deputy: GWB Electronically Recorded by Simplifile



#### WARRANTY DEED

FOR VALUE RECEIVED

400 North Main, LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

4th and Main Ketchum, LLC, a Utah limited liability company

the Grantee, whose current address is: 4685 Highland Dr Suite 224, Salt Lake City, UT 84117

the following described premises, to-wit:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as instrument No. 302967, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Granter does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this \_5 day of

400 North Majn, LLC

Charles P. Stevenson, Jr., Member

Blaine County Title, Inc. File Number: 1921938 Warranty Deed - LLC Page 1 of 2

State of New York County of SUFFOCK	
This record was acknowledged before me on Sth. day of May Charles P Stevenson Jr, as Member of 400 North Main, LLC.	202/ by

Notary Public Kevin Rodnigoez O

My Commission Expires: April 12 H 2025

(STAMP)

KEVIN RODRIGUEZ OSORIO

NOTARY PUBLIC, STATE OF NEW YORK

NO.01RO6416209

QUALIFIED IN SUFFOLK COUNTY

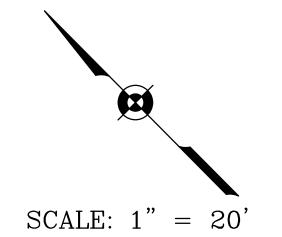
TERM EXPIRES APRIL 12, 2025

# Attachment D Application Materials: Lot Consolidation Preliminary Plat Plan Set

#### A PLAT SHOWING

## LOT 1A, BLOCK 5, KETCHUM TOWNSITE

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO WHEREIN THE LOT LINE BETWEEN LOTS 1 AND 2, BLOCK 5, CITY OF KETCHUM IS VACATED

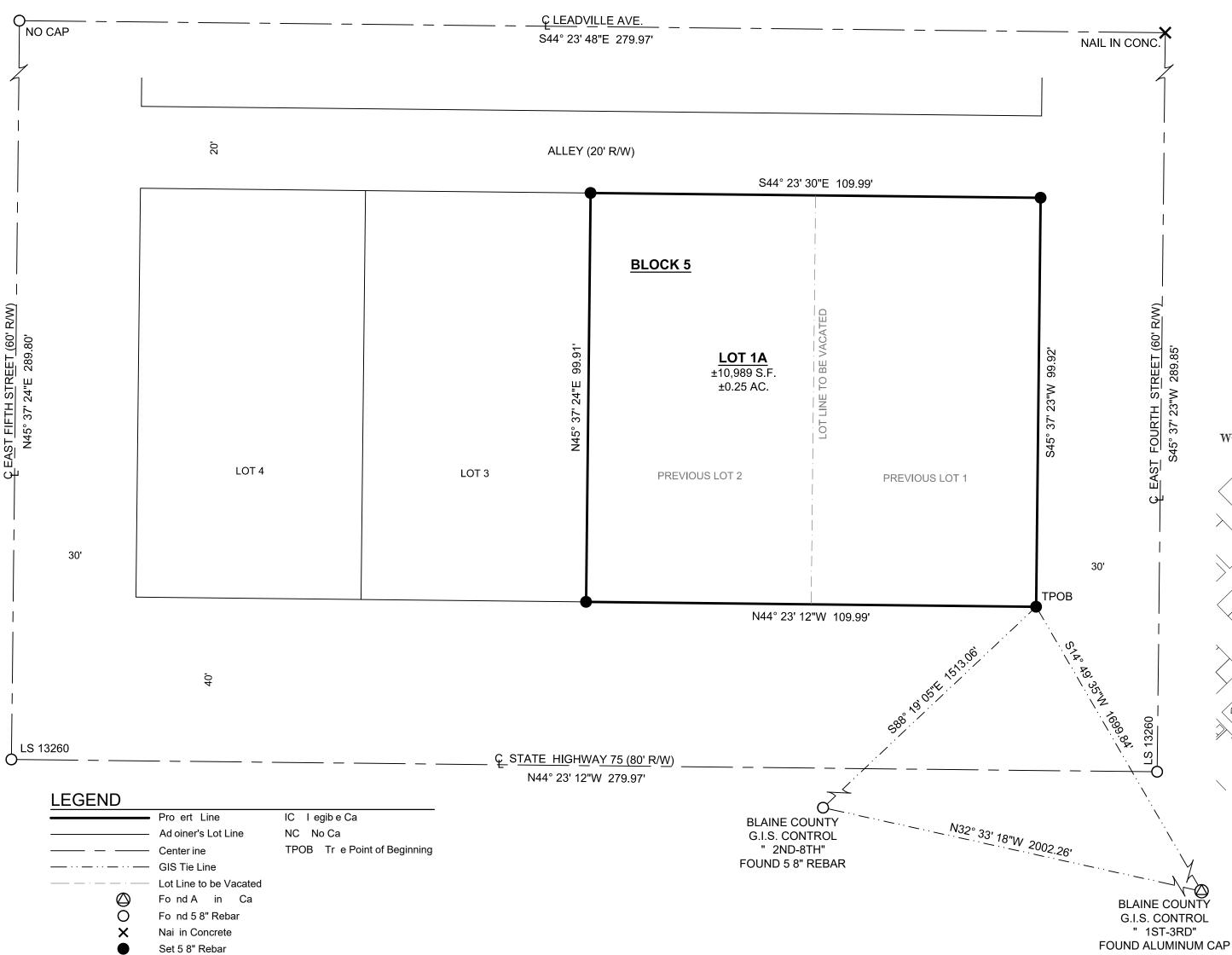






#### SURVEY NARRATIVE & NOTES

- The rose of this s re is to sho the on ents fo nd and set d ring the bo ndar retrace ent of Lots 1 and 2, B oc 5, etch. To nsite, and acate the ine bet een the to ots. The bo ndar sho n is based on fo nd on ents and the Record of S re for: B oc 5, Lots 1 2, Instrent N ber 644104, records of B aine Cont, Idaho. A fond on ents hae been acceited. Lot corner on ents ere set b b oc breadon and ro ortioning record distances.
- 2. The c rrent oning is CC. Refer to the Cit of etch oning Ordinance for s ecific infor ation abo t this one.
- 3. The oner of Lots 1 2 is 400 N Main, LLC, PO Bo 1390, So that ton, NY 11969 and the oner of Lots 3 4 is For a ln est ent, LLC, P.O. Bo 775, etch, ID 83340. The sirie or refresentation is Mar E. Philis, Galena Engineering, Inc., 317 N. Ri er St., Haile, Idaho 83333.



HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50—1326, by issuance of a Certificate of Disapproval.

Date

South Central District Health Dept., EHS

ICHNSED SEPARATE OF 10H PS

LOT 1A, BLOC 5, ETCHUM TOWNSITE

GALENA ENGINEERING, INC. HAILEY, IDAHO

1 OF 2 Job No. 7821

MARK E. PHILLIPS, P.L.S. 16670

## Attachment E

Application Materials:
Condominium Subdivision
Preliminary Plat
Application

&

Supplemental Materials



## City of Ketchum Planning & Building

	OFFICIAL USE ONLY				
ARB	Zion	Nur	94	3 P	
Date	Rece	10	22		
Ву:	Sh	100	Pol	Cen	
Fee	597	15	_		
Appr	oved l	Date	:		
Ву:					

## Subdivision Application

Submit completed application to the Planning and Building Department electronically to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>. Once your application has been received, we will review it and contact you with the next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the city website at: www.ketchumidaho.org and click on Municipal Code.

	APP	LICANT INFORMATION	
Name of Proposed Subdivision	: Solstice Condomi	niums	
Owner of Record: See plat n	ote 10.		
Address of Owner: See plat n	ote 10.		
Representative of Owner: Se	e plat note 10.		
Legal Description: Ketchum E	Block 5 Lots 1 & 2	RPK 00000500	10 & 00000050020
Street Address:			
	SUBD	DIVISION INFORMATION	
Number of Lots/Parcels: 4 Re	etail Units and 7 Res	idential Units	
Total Land Area: 10,989 S.F.	(0.25 AC)		
Current Zoning District: 10,98	39 S.F. (0.25 AC)		
Proposed Zoning District: Com	munity Core (CC) Retail (	Core Subdistrict	
Overlay District:			
	T	YPE OF SUBDIVISION	
Condominium 🖾	Land □	PUD 🗆	Townhouse □
Adjacent land in same ownersl	nip in acres or square f	feet:	
Easements to be dedicated on None.	the final plat:		
Briefly describe the improvem	ents to be installed pri	or to final plat approval:	
Certificate of Occupan	cy per 16.04.070	)C1a	
	ADD	ITIONAL INFORMATION	
All lighting must be in complia One (1) copy of Articles of Inco One (1) copy of current title re One (1) copy of the preliminar All files should be submitted in	orporation and By-Law eport and owner's reco y plat	rs of Homeowners Association orded deed to the subject pro	

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

Applicant Signature Date

191 W 5<sup>th</sup> St ★ P.O. Box 2315 ★ Ketchum, ID 83340 ★ main (208) 726-7801 ★ fax (208) 726-7812 facebook.com/CityofKetchum ★ twitter.com/Ketchum\_Idaho ★ www.ketchumidaho.org



#### ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### **COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- . Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
    - b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land.
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
  - if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Blaine County Title, Inc. 360 Sun Valley Road P.O. Box 3176

Ketchum, ID 83340 (208) 726-0700

Agent ID: 120037

1908 PEXAS IN TEXAS

Frederick H. Eppinger President and CEO

> David Hisey Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit <u>www.stewart.com</u>. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

ALTA Owner's Policy 06-17-06

Page 1 of 4 of Policy Serial No.: O-0000-921114738



#### **COVERED RISKS (Continued)**

- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws: or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely; or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees. or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant:

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this
  does not modify or limit the coverage provided under Covered
  Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A

#### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

- Insured named in Schedule A for estate planning purposes.
- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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ALTA Owner's Policy 06-17-06

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AMERICAN LAND TITLE ASSOCIATION

#### **CONDITIONS (Continued)**

#### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

#### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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ALTA Owner's Policy 06-17-06

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#### **CONDITIONS (Continued)**

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured.
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

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

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
  - Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

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ALTA Owner's Policy 06-17-06

Page 4 of 4 of Policy Serial No.: O-0000-921114738

association 165

AMERICAN

#### ALTA OWNER'S POLICY OF TITLE INSURANCE **SCHEDULE A**

**ISSUED BY** STEWART TITLE GUARANTY COMPANY

Name and Address of Stewart Title Guaranty Company P.O. Box 2029, Houston, TX 77252 **Title Insurance Company:** 

File No.: 1921938 Policy No.: O-0000-921114738

Address Reference: Vacant Land, Ketchum, ID 83340

(For Company Reference Purposes Only)

**Amount of Insurance: \$2,420,000.00 Premium:** \$6,479.00

Date of Policy: May 07, 2021 at 2:58 pm

1. Name of Insured:

4th and Main Ketchum, LLC, a Utah limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

4th and Main Ketchum, LLC, a Utah limited liability company

4. The Land referred to in this policy is described as follows:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



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Page 1 of 1

#### SCHEDULE B

File No.: 1921938 Policy No.: O-0000-921114738

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
- 2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records..
- 6. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and grayel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
- 9. General taxes for the year 2021 and subsequent years, which are a lien due not yet payable.
- 10. Water, sewer, rubbish charges of the City of Ketchum.
- 11. Ketchum rubbish charges billed by Clear Creek Disposal.
- 12. Facts evidenced by that certain Survey, recorded June 9, 2017, as Instrument No. 644104, records of Blaine County, Idaho.
- 13. Facts evidenced by that certain ALTA/NSPS Land Title Survey produced by Benchmark Associates for Solstice Homes as Project No. 19195 dated November 21, 2019.

Page 1 of 2

STEWART TITLE

**GUARANTY COMPANY** 

#### **SCHEDULE B**

14. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$2,250,000.00 Dated: 05/07/2021

Grantor: 4th and Main Ketchum, LLC, a Utah limited liability company

Trustee: Blaine County Title, Inc.

Beneficiary: HARM, LLC, an Idaho limited liability company

Recorded: 05/07/2021, as Instrument No. 682376, records of Blaine County, Idaho

- 15. Subordination Agreement, executed by PH Architects, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682377, records of Blaine County, Idaho.
- 16. Subordination Agreement, executed by B & G Dirtworks, LLC, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682378, records of Blaine County, Idaho.
- 17. Subordination Agreement, executed by Gordon Goetechnical Engineering, in favor of Harm, LLC, recorded 05/07/2021 as Instrument No. 682379, records of Blaine County, Idaho.



**Instrument # 682375** 

HAILEY, BLAINE, IDAHO
05-07-2021 2:58:38 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00 Ex-Officio Recorder Deputy: GWB Electronically Recorded by Simplifile



#### WARRANTY DEED

FOR VALUE RECEIVED

400 North Main, LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

4th and Main Ketchum, LLC, a Utah limited liability company

the Grantee, whose current address is: 4685 Highland Dr Suite 224, Salt Lake City, UT 84117

the following described premises, to-wit:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as instrument No. 302967, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Granter does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this \_5 day of

400 North Majn, LLC

Charles P. Stevenson, Jr., Member

Blaine County Title, Inc. File Number: 1921938 Warranty Deed - LLC Page 1 of 2

State of New York County of SUFFOCK	
This record was acknowledged before me on Sth. day of May Charles P Stevenson Jr, as Member of 400 North Main, LLC.	202/ by

Notary Public Kevin Rodrigoez O My Commission Expires: April 1214 2025 KEVIN RODRIGUEZ OSORIO NOTARY PUBLIC, STATE OF NEW YORK NO.01RO6416209 QUALIFIED IN SUFFOLK COUNTY TERM EXPIRES APRIL 12, 2025

(STAMP)

After Recording Return To: 4th & Main, LLC 4685 South Highland Drive, Suite 224 Salt Lake City, UT 84117

Copy to: Shumway Van 8 East Broadway, Suite 550 Salt Lake City, UT 84111

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC., A PLANNED UNIT DEVELOPMENT IN BIAINE COUNTY, IDAHO

THIS AMENDED DECLARATION INCLUDES IMPORTANT SPECIAL DECLARANT RIGHTS IN SECTION 22, IMPORTANT CONFLICT AND LITIGATION RESOLUTION AND AVOIDANCE PROVISIONS IN SECTION 23.

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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC.

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 4TH & MAIN CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Declaration") is effective as of the date it is recorded in the Blaine County Recorder's Office by 4th & Main, LLC (the "Declarant").

#### **RECITALS**

- A. Declarant is the owner of certain real property located in Blaine County, State of Idaho, which is more particularly described in Exhibit C, attached hereto.
- B. Declarant is developing a planned development know as 4th & Main, which is a planned unit development project with a mixture of multi-family and commercial uses.
- C. Declarant also intends to create a condominium association covering the Project's residential and commercial portions, which Association will maintain common areas within the boundaries of the Project, provide for management and operation of the Association, levy and collect assessments, and administer and enforce the terms of the Declaration for each Unit

NOW, THEREFORE, for the reasons recited above and subject to the Terms and Conditions set forth below, the Declarant hereby adopts the following:

#### ARTICLE 1 – DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 "Act" shall mean the Condominium Property Act codified beginning at Section 55-1501, Idaho Code.
- 1.2 "Allocated Interest" shall mean the interest of that Owner (expressed as a percentage in Exhibit A to this Declaration) in the Common Expense liability and for the purposes of voting in the Association.
- 1.3 "Articles" shall mean the Articles of Incorporation or the chartering document of any other legal entity, if any shall be formed for the Association.
- 1.4 "Assessments" shall mean any monetary charge imposed or levied on an Owner by the Association as provided for in this Declaration.
- 1.5 "Association" shall refer to 4th & Main Condominium Association, Inc., the membership of which shall include each Owner in the Project. The Association is incorporated as a Nonprofit Corporation. If the Owners are organized as another type of entity or if the

Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

- 1.6 "Association Warranty" shall have the meaning stated in Section 23.2.
- 1.7 "Bylaws" shall mean the Bylaws of the Association attached as Exhibit B, and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.
- 1.8 "Committee Member" shall mean a duly qualified and elected or appointed member of the Management Committee.
- 1.9 "Common Area" shall, unless otherwise more specifically provided in this Declaration, mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is within the boundaries of or a part of a Unit, including, but not limited to: all real property included within the Project, including any air space or subsurface rights, whether leasehold or in fee simple;
  - (a) all foundations, columns, beams, supports, main walls, roofs;
  - (b) all parking areas, parking area access ramps and driveways, entry and other related structures;
  - (c) all fixtures and equipment related to the provision of electricity, gas, water, television, internet, and electronic services, and the removal of waste water;
  - (d) all stairways used by more than one Unit;
  - (e) all hallways or corridors used by more than one Unit;
  - (f) all entry areas and lobbies;
  - (g) all elevators;
  - (h) the exterior plaza;
  - (i) as applicable, all maintenance areas and areas for trash collection located in the parking area;
  - (j) as applicable, all apparatus and installations clearly intended and existing for common use;

- (k) all Limited Common Areas; and
- (l) all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.
- "Common Expenses" shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Area which is maintained by the Association; (b) maintenance, repair, and replacement of those aspects of the Units which are maintained by the Association; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (d) utilities (other than utilities that are separately metered and charged to the Units), extermination, security, gardening and other related services; (e) insurance and bonds required or allowed by this Declaration; (f) the establishment of reserves; (g) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; (h) any other expenses of the Association arising from the operation of the Association and not otherwise precluded by the Governing Documents or any applicable law.
- 1.11 "Commercial Space" shall mean the Commercial Unit or other which may be used, leased, or rented for the purpose of conducting commercial business. Commercial Space includes areas for restaurants, clubs, gift shops, hair and beauty shops, fitness facilities, childcare facilities, real estate sales, and professional offices. Commercial Space may take the form of condominium but does not include other Residential Units used, lease, or rented for overnight or longer residential accommodations.
- 1.12 "Commercial Unit" shall mean a Unit to be used as Commercial Space, rather than for residential purposes.
- "Community-Wide Standard" shall mean (a) the standard of use, conduct, architecture, landscaping, aesthetic matters, maintenance, repair, replacement and upkeep generally prevailing in the Association, or (b) the minimum standards described in this Declaration, the Rules, resolutions, and all other Governing Documents. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Management Committee. The Community-Wide Standard may or may not be set out in writing. The Declarant initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as the Association matures.
- 1.14 "Control Period" shall have the meaning stated in Section 22.3.
- 1.15 "Costs" shall have the meaning stated in Section 18.1.

- 1.16 "Covered Loss" shall have the meaning stated in Section 11.3.
- 1.17 "Customary Parking" shall have the meaning stated in Section 10.6.
- 1.18 "Declarant" shall mean 4th & Main, LLC.
- 1.19 "Declaration" shall mean this Declaration, including all attached exhibits that are incorporated by reference, and any and all amendments to this Declaration.
- 1.20 "Environmental Law" shall have the meaning stated in Section 10.22.
- 1.21 "Family Member" shall have the meaning stated in Section 20.2.
- 1.22 "Governing Documents" shall refer to this Declaration, the Plat, the Bylaws, the Rules, any Articles, including any amendments made thereto, and any other documents or agreements binding upon all of the Owners.
- 1.23 "Hazardous Substances" shall have the meaning stated in Section 10.22.
- 1.24 "Insurable Property" shall have the meaning stated in Section 11.3.
- 1.25 "Insurance Trustee" shall have the meaning stated in Section 11.11.
- 1.26 "Lender" shall mean a holder of a mortgage or deed of trust on a Unit.
- 1.27 "Limited Common Area" shall mean the driveways and porches allocated by this Declaration for the exclusive use of one or more Owners to the exclusion of other Owners. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.
- 1.28 "Manager" shall mean any entity or person engaged by the Management Committee to manage the Project.
- 1.29 "Management Committee" shall mean the entity with primary authority to manage the affairs of the Association.
- 1.30 "Material Alteration" shall have the meaning stated in Section 4.4.
- 1.31 "Non-Owner Occupied Unit" shall have the meaning stated in Section 20.2.
- 1.32 "Notice of Claim" shall have the meaning stated in Section 23.4.

- "Occupant" shall mean a Person or Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).
- 1.34 "Owner" shall mean the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the County Recorder of Blaine County, Idaho. However, Owner shall not include a trustee for a deed of trust.
- 1.35 "Owner Warranty" shall have the meaning stated in Section 23.3.
- 1.36 "Person" shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.
- 1.37 "Plat" shall mean the record of survey map or maps of the Project recorded in the records of the County Recorder of Blaine County, Idaho and all amendments and supplements thereto.
- 1.38 "Project" shall mean the Property and all structures and improvements thereon including the Units, the Common Area, and the Limited Common Areas. The Project is named "4th & Main" and is located entirely in Ketchum, Blaine County, Idaho.
- 1.39 "Property" shall mean the property legally described in Exhibit C and all easements and rights appurtenant thereto.
- 1.40 "Rules" shall mean and refer to the rules adopted by the Association.
- 1.41 "Remodeling" shall have the meaning stated in Section 4.3.
- 1.42 "Signs" shall have the meaning stated in Section 10.2.
- 1.43 "Special Assessments" shall have the meaning stated in Section 7.11.

- 1.44 "Special Declarant Rights" shall have the meaning stated in Section 22.1.
- 1.45 "Temporary Parking" shall have the meaning stated in Section 10.6.
- 1.46 "Terms and Conditions" shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.
- "Unit" shall mean and refer to any one of the individual condos in the Project for which the exterior boundaries at ground level are identified as a "Unit" on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest appurtenant to such Unit.
- 1.48 "Unit Damage" shall have the meaning stated in Section 11.3.
- 1.49 "Unit Damage Percentage" shall have the meaning stated in Section 11.3.

#### ARTICLE 2 – THE PROJECT

- 2.1 **Binding Effect of Governing Documents**. The Declarant hereby declares that the Property is part of the Project and declares that the Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, the Declarant, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.
- 2.2 **Nature of the Project**. The Project is a condominium style community containing 12 Units and 4 Commercial Units in one building. It includes driveways, parking areas, a plaza, and open space. The Project is not a cooperative.
- 2.3 **Project Name**. The Project shall be named, identified, and known as 4th & Main, unless otherwise changed as provided for in this Declaration.
- 2.4 **Identification of Units**. All of the Units are referenced specifically and identified by location on the Plat.
- 2.5 **Registered Agent**. The Registered Agent of the Association shall be as provided for in entity filings of the Association.

2.6 **Expansion of Project**. The Project may be expanded by the Declarant.

### ARTICLE 3 – DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND ALLOCATED INTERESTS

#### 3.1 The Unit.

- (a) Each Unit is identified on the Plat by a distinct Lot number that identifies the Unit. That number may or may not be consistent with the mailing address of the Unit.
- (b) Subject to further specification herein, each Unit consists generally of all structures on or within the boundary of the Unit, including, but not limited to: (1) all interior and exterior walls, wall surfaces, floors, ceilings, foundations, and fixtures and (2) in all walls shared with or abutting another Unit, the Unit shall extend to the center of the wall, which shall form the boundary of the Units sharing that wall. Any structure that extends beyond the vertical plane of the ground level boundary of the Unit is part of the Unit if it: (1) is attached to or part of a Unit, and (2) was constructed as part of the original construction of the Unit.
- (c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated boundaries of a Unit shall be part of the Unit.
- (d) All exterior and interior doors, door jams, windows, windowsills, window frames and all components therein, in or on the boundary of any Unit are part of the Unit. Sky lights, if any, and all installations related thereto are part of the Unit.
- (e) All storage allocated to a specific Unit, whether located under or within structures shall be part of the Unit to the same extent as described above for the interior of the Unit.
- (f) Variances between the Plat and as-built construction. The original construction shall be the controlling dimension for any Unit. The original construction shall be the first installation of foundations, framing, and wallboard. If the Management Committee determines (in its sole discretion) that the then current construction varies from the original as-built construction, then the Association may, at the expense of the Association or the Owner, in the Management Committee's discretion, require that the current construction be made to comply with the original construction. In exercising its discretion on this issue, the Management Committee shall consider: (1) whether the Owner caused the nonconforming construction; (2) whether the Owner sought or obtained Management Committee approval for any nonconforming construction; (3) whether other Owners engaged in similar nonconforming construction; (4) the overall

culpability of the Owner as it relates to the nonconforming construction; and (5) the reason for the nonconforming construction.

#### 3.2 Limited Common Area.

- (a) Specific Identification of Limited Common Areas. The Limited Common Area of each Unit shall consist of the parking stalls that serve only that Unit, and balconies.
- (b) No Severance of Limited Common Area. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.
- Allocated Interest of Each Unit in the Votes of the Association. The Owners of each Unit shall be entitled to their Allocated Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Allocated Interests shall be as provided for on Exhibit C. The square footage measurements in Exhibit C, upon which the Allocated Interests are established, are estimates for this purpose only and any difference in actual square footage in any Unit and the square footage in Exhibit C shall not be a reason to alter or change any Allocated Interest.
- Plat. The Plat and all dimensions, descriptions, and identification of boundaries therein, are hereby incorporated into and made a part of this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

#### ARTICLE 4 – MAINTENANCE, REMODELING, AND UTILITIES

## 4.1 Owner Responsibility for Maintenance of Units.

- (a) Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all of the following in a manner consistent with the Community-Wide Standard:
  - 1. all interior and exterior doors, including thresholds and door jams;
  - 2. all paneling, tiles, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;
  - 3. all drywall, wallboard, or similarly functioning materials within the Unit;

- 4. all framing, insulation, and other materials associated with interior nonbearing walls;
- 5. all windows, window sills, window frames, and skylights, including the interior and exterior cleaning of such windows and any door glass (the Association may elect to arrange and pay for the cleaning of exterior windows as a common expense or may require the Owners to pay a particular person or company to clean on a schedule determined by the Association);
- 6. all sewer and drainage pipes, water, power, and other utility lines, and any wiring related to the provision of television, telephone, or internet services, to the extent that they are located within an Owner's Unit;
- 7. all plywood decking and similar materials on interior floors;
- 8. any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively: lighting fixtures (including lighting particular to a porch or patio but not including exterior lighting attached to a Unit for the purpose of lighting common area outside of those areas), fans, plumbing fixtures (other than pipes located outside of a Unit), stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers, ducting, and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as an Owner may install as permitted in this Declaration; and
- 9. the paint and any other decorative finish inside the opening to any skylight; and
- (b) The Owner shall be responsible for keeping the Unit and all porches and exterior balconies associated with an Owner's Unit in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Management Committee may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed on any porch or balcony, which may include a prohibition on leaving, installing, or storing any items in such places.
- 4.2 **Association Responsibility for Maintenance of Units**. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair, and replacement of the following:
  - (a) all foundations (not including concrete pads within a Unit);

- (b) all framing and structural components in ceilings and floors (not including concrete pads or plywood decking);
- (c) all framing, structural components, and insulation in exterior and bearing walls;
- (d) except as otherwise provided herein, all framing, structural components, and insulation located exterior to any drywall or similar materials on the interior of the Unit;
- (e) the outside exterior surfaces of the Unit and all components that are a part of the outside surface of all exterior walls and outside surfaces of the Unit, except as otherwise specifically assigned in this Declaration to the Owner for maintenance and repair;
- (f) the framing, structural components, and insulation in any walls common to two Units;
- (g) any patios, porches, and balconies on the exterior of any Unit and any railings associated therewith;
- (h) the corridors, hallways and lobby areas serving more than one Unit;
- (i) the stairs serving more than one Unit;
- (i) the elevator;
- (k) the exterior plaza;
- (l) the barbeques and firepits;
- (m) the parking area ramp and entry area;
- (n) the landscaping and exterior landscape maintenance; and
- (o) the roofs and rain gutters;

## 4.3 Modifications to Units.

(a) Without the prior approval of the Association, an Owner shall not make any alterations, repairs, or modifications to any part of the exterior of a building including any area that the Owner is obligated to maintain such as windows, light fixtures, sky lights, and exterior doors. The Association may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular person, or that they comply with particular materials or aesthetic requirements or other standards.

(b) Except as otherwise provided herein, an Owner may complete any maintenance or upgrades to the interior of a Unit not otherwise defined as Remodeling, without prior approval of the Association.

## (c) Remodeling

- 1. For the purpose of this Declaration, "Remodeling" shall include, but not be limited to: changing, removing, or adding flooring such as carpet, linoleum, ceramic tile or hardwood floors; moving or removing walls; altering the walls beyond painting such as by adding interior brick, paneling, or glass; any change to the electrical, mechanical, plumbing, or ventilation system other than repairing, changing or replacing vent covers, outlet covers, or faucets; and any other activity generally referred to as remodeling.
- 2. Before beginning any Remodeling or deviating from a previously approved Remodeling plan, the Owner shall:
  - (i) notify the Association and provide the following: (1) a written description of the proposed Remodeling, (2) a description of how any debris or materials removed will be disposed of, (3) the date the Remodeling will begin, (4) the date the Remodeling is expected to be completed, (5) the names and contractor license numbers of all contractors and other persons expected or required to perform work in the Remodeling, (6) any expected nuisance that the Remodeling shall create such as noise or dust, and (7) the Owner's proposal for mitigating any expected nuisance; and
  - (ii) wait to begin the Remodeling until the Association gives written approval. If the Association does not respond within fifteen (15) days of a notice of Remodeling, the Owner may complete the Remodeling consistent with the information provided in the notice. The Association may respond by approving the request, requesting additional information, or denying the request if the notice is not complete or if the Remodeling plan appears unsafe or inconsistent with the terms of the Governing Documents. If the Association responds and requests further information or denies the request, the Owner shall not begin the Remodeling.
- 3. Without prior written permission of the Management Committee and regardless of whether any response from the Association is timely received or

not related to a request for Remodeling approval, none of the following shall occur at any time: (1) any use of the Common Area for staging, storage, assembly, or construction; (2) any nuisance as established by law or by the Governing Documents; (3) any blocking of the Common Area by vehicles, materials, or persons; or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to Remodeling.

- 4. The Management Committee shall have no authority to approve of any Remodeling inconsistent with the Terms and Conditions that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise provided herein), or that would cause unsafe conditions or a legal nuisance.
- (d) All Remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.

#### 4.4 Maintenance of and Modifications to Common Area.

- (a) Maintenance of Common Area. Except as maintenance obligations are otherwise assigned to the Owners in this Declaration, the Association shall repair, maintain, replace, clean, and pay all expenses associated with the Common Area as that area is defined in this Declaration and identified on the Plat. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area (subject to the obligation to get approvals for Material Alterations to the Project). The Association shall do all such other and further acts that the Management Committee deems necessary to preserve and protect the Common Area, in accordance with the general purposes specified in this Declaration. The Common Area includes all exterior porches attached to Units and any concrete, railings, structures, decks, stairways, and fences located in the Common Area or as identified on the Plat. The Association retains the absolute right to remove and replace any structure, item, or condition in the Common Area.
- (b) Capital Improvements. Capital improvements shall be governed by and subject to the following conditions, limitations, and restrictions:
  - 1. Any capital improvement to the Project that does not materially alter the nature of the Project, may be authorized by the Management Committee alone. A "Material Alteration" to the Project is, for example, the installation of a previously non-existent and materially significant fixture or permanent removal of a

materially significant fixture such as a swimming pool, tennis court, or parking area. Landscaping alterations and the addition or removal of signs or small structures are not material unless they cause other material changes such as those listed above.

- 2. Any capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by written consent of Owners holding at least thirty (30%) of the undivided ownership interest in the Common Areas and must be approved of by the Management Committee. Notwithstanding anything to the contrary, no Material Alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners and the written consent of Owners holding at least 50% of Allocated Interest in the Association.
- 3. Notwithstanding the foregoing, the Association and its Management Committee may not unreasonably impede Declarants right to satisfy existing development financing for community improvements or Declarant's right to develop the Project or other properties in the vicinity of the Project.
- (c) **Snow Removal**. The Association may take reasonable efforts to remove snow from any sidewalks in the Project and any Common Area parking, driveways, and walkways and as necessary to allow vehicle and pedestrian access to each Unit. Owners shall be responsible for removing snow from any porches or balconies if they so desire. The Association shall take reasonable efforts to remove snow from the private streets within the Project.
- (d) **Standard of Maintenance**. The Management Committee shall determine, in its sole discretion, the appropriate maintenance standard for the Common Area, Limited Common Area, and the portions of the Units for which the Association has maintenance responsibility, so long as those areas are maintained in the best interests of the Owners.
- (e) Landscaping Maintenance. Material changes to the landscaping including the removal, without replacement, of certain plants, trees, and landscaping features may not be permitted, as dictated in any local requirements that are specific to the Project. Additional landscaping or certain types of landscaping, including the removal of topsoil, may also be prohibited. The Association shall comply with any local requirements that are specific to the Project in all landscaping maintenance, repairs, replacements, and changes.

- (f) Assessment of Maintenance Expenses to Specific Owner. Subject to the provisions related to insurance responsibility and deductible allocation herein, if the need for maintenance or repair is caused by an Owner or an Occupant, the Association shall assess to the Owner the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance.
- 4.5 **Default in Maintenance**. If an Owner or Occupant fails to: (1) maintain a Unit or Limited Common Area as required in the Governing Documents, or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Management Committee to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Project, then the Association may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Management Committee determines to be required and requesting that the same be carried out within a period of at least fourteen (14) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice then the Association may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith.
- 4.6 **Utilities**. All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner.

#### ARTICLE 5 – ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

- 5.1 **Organization of Association**. The Association shall serve as the organizational body for all Owners.
- 5.2 **Modifying or Changing the Name of the Project**. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.
- 5.3 Legal Organization. The Association, in the discretion of the Management Committee, shall be entitled to organize as a non-profit corporation or other legal entity that may be selected by the Management Committee. The Management Committee may select the name for this entity which shall, to the extent reasonably possible, be consistent with the name as identified in this Declaration. In the Management Committee's sole discretion, the Bylaws of the Association, may be adopted, in part or in whole, as the Bylaws of any corporation or legal organization of the Association, or the Association may adopt additional Bylaws or other necessary documents related to the legal organization of the Association which must be consistent with the then existing Declaration and Bylaws, unless they are amended pursuant to their terms. In the organization, reorganization, or amendment of any

documents related to the legal organization of the Association, the terms in all such documents pertaining to the entity shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.

- Membership. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.
- 5.5 Availability of Documents. The Association shall make available to the Owners, Lenders and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records and financial statements related to the operations of the Association. The term "available" as used in this Section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Management Committee determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it.
- Management Committee. The governing body of the Association shall be the Management Committee elected pursuant to the Bylaws. The Management Committee shall consist of five (5) members. Except as otherwise provided in this Declaration, or the Bylaws, the Management Committee shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Management Committee. Except as may be specifically provided in the Declaration, Bylaws, or by applicable law, no Owner or group of Owners, other than the Management Committee, may direct the actions of the Association.

#### 5.7 **Committee Members**.

## (a) Qualification.

- 1. To be on the Management Committee, a person must be an Owner and over the age of eighteen (18) years old. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Management Committee.
- 2. As further detailed and explained in the Bylaws, at least three (3) members of the Management Committee must at all times have as their primary residence, a Unit in the Project. The Bylaws shall provide for procedures to ensure this requirement is maintained and may include, but are not limited to, the expulsion of Committee Members
- (b) Reasonable Ongoing Requirements for Committee Members. The Bylaws may place reasonable obligations and requirements on existing Committee Members to retain their membership on the Management Committee, such as a requirement that a Committee Member attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Committee Member who fails to comply with the reasonable requirements, which may include some action of the remaining Committee Members. Any Bylaw requirements adopted pursuant to this Section shall not apply to any Committee Members on the Management Committee during the two-year term of the Committee Member being served when they are adopted.

# 5.8 Limitation on Authority of Owners, Committee Members, Officers, and the Management Committee.

- (a) Except as provided herein or in the Bylaws, the Management Committee, any individual Owner, and any individual Committee Member or officer shall have no authority to and may not act on behalf of the Association or the Management Committee to:
  - 1. amend or terminate any Governing Document;
  - 2. elect or remove members of the Management Committee;
  - 3. establish or change the qualifications, powers and duties, requirements, or terms of Committee Members or of the Management Committee; or

- 4. authorize or agree to any deviation or exception from the Terms and Conditions, except as provided in this Declaration.
- No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents. No one may rely upon any authorization (from the Management Committee or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Association to verify that anything that the Association does, does not do, or authorizes, related to the Project or the Association, is in compliance with the terms of the Governing Documents.

#### ARTICLE 6 – GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- 6.1 **Rights and Responsibilities of the Association**. The Association shall have the following rights and responsibilities in addition to any others set forth in the Governing Documents or provided for by law:
  - (a) **Maintenance**. The Association shall make provisions for completing all maintenance, repair, and replacement requirements of the Association.
  - (b) Paying Expenses. The Association shall provide for the payment of Association expenses.
  - (c) **Setting and Collecting Assessments**. The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.
  - (d) Entering Units. After having given the appropriate notice as required in Article 17, the Association shall have the right at all times and upon reasonable notice (and at any time in case of an emergency) to enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.
  - (e) Adopting and Enforcing Rules. The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Management Committee's determination as to whether a particular activity

being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. Rules must be reasonable in light of all the circumstances pertaining to the situation or issue addressed by the Rules.

- (f) Hiring Managers and Delegating Responsibilities. The Association shall hire a Manager to assist the Management Committee in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Management Committee shall have the right to approve Association budgets, fines to Owners, and general and Special Assessments. Any powers and duties delegated to any Manager or other person may be revoked by the Management Committee at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. THE MANAGEMENT COMMITTEE HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.
- (g) Other Necessary Rights. The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.
- (h) Enforcement Rights. In addition to any other remedies allowed or provided for in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) terminate Owners' rights to receive utility services paid as a common expense; (3) suspend an Owner's right to vote and/or suspend services the Association provides; (4) require an Owner, at the Owner's sole expense, to comply with the Community-Wide Standard; (5) take action to abate any violation at the Owner's sole cost and expense, and the Association shall have the right to enter onto an Owner's parcel to bring such parcel into compliance with the Community-Wide Standard should an Owner fail to comply with subsection (4) above after reasonable notification; (6) collect rents directly from tenants if Owners fail to pay Assessments; record a notice of violation with respect to any Unit on which a violation exists; and (8) take any other action or seek any other remedy allowed by the Act or other applicable Idaho law.

All rights and remedies of the Association shall be cumulative and the exercise of one remedy shall not preclude the exercise of any other right or remedy.

(i) Discretion in Enforcement.

- Subject to the discretion afforded in this Section, the Management Committee shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing documents.
- 2. The Management Committee shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, and may include in this analysis:
  - (i) whether to compromise a claim made by or against the Management Committee or the Association; and
  - (ii) whether to pursue a claim for an unpaid Assessment.
- 3. The Association may not be required to take enforcement action if the Management Committee determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances:
  - (i) the Association's legal position does not justify taking any or further enforcement action;
  - (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law;
  - (iii) (A) a technical violation has or may have occurred; and (B) the violation is not material as to a reasonable person or does not justify expending the Association's resources; or
  - (iv) it is not in the Association's best interest to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.
- 4. Subject to Subsection (5), if the Management Committee decides under Subsection (2) to forego enforcement, the Association is not prevented from pursuing later enforcement action.
- 5. The Management Committee shall not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.
- (j) **Reserve Fund**. The Association shall maintain a reserve fund and obtain and update a reserve analysis as required in this Declaration.

- (k) Preventing Conflicts with Service Providers and Vendors. While past experience and relationships between service providers, vendors, Managers, Owners, or Committee Members can result in good referrals, the Association shall not permit any paid services or materials obtained by the Association from being performed or provided by: (1) any relative of any Committee Member, Manager, or of any officer, employee, or owner of the Manager, or (2) any business or entity in which any Committee Member, Manager, or employee, officer, or owner of any Manager or any relative of the same has more than a 1% ownership or beneficial interest. A relative is any person known to be related by blood or marriage. The provision of services and materials for purpose of this provision shall include managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, and all other companies and persons providing services to the Association.
- (I) Establishing Hearing Procedures. The Management Committee shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Management Committee shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Management Committee may establish the hearing process on an as needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum, for:

  (1) at least two weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.
- (m) **Annual Meeting**. The Association shall arrange for and conduct an annual meeting at least once a year as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.
- (n) Payoff Information Fees. The Association is specifically authorized to establish a fee of \$50.00 to provide payoff information related to the transfer, refinance, or closing of a Unit. The Management Committee may increase or decrease the amount charged if the new amount is identified in the Rules and is consistent with Idaho law.
- (o) Reinvestment Covenant upon Sale or Transfer of Unit. The Management Committee may require the seller or buyer to pay a Reinvestment Fee as provided for in Idaho Code § 55-3102(4)(f), in an amount of .5% (or a lesser amount established by the

Management Committee in the Rules) of the value of the property. Unless otherwise established by an appraisal of the Unit within 180 days prior to the transfer, the value shall be as reported by the tax assessor at the time of the transfer. All or a portion of the Reinvestment Fee shall be used to pay the Association's costs directly related to the transfer of the Unit, not to exceed \$250. The Reinvestment Fee shall be used exclusively for the Association, its Owners or Property for purposes authorized in the Declaration. The Reinvestment Fee may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; (e) the transfer of burdened property by a financial institution, except to the extent that the Reinvestment Fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250 (f) the transfer by an owner into a revocable intervivos trust in which the owner is a beneficiary, or (g) a transfer which, in the reasonable judgment of the Association, should constitute an "exception" situation consistent with the intention of this Declaration. The Association shall have authority to record any notice required by law to effectuate this provision. This provision shall not be construed to

#### ARTICLE 7 – BUDGETS & ASSESSMENTS

7.1 **Purpose of Assessments**. Money collected by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project; and in the furtherance of carrying out or satisfying any other duty or power of the Association.

## 7.2 Budget and Regular Assessment.

- (a) The Management Committee is authorized and required to adopt a budget for the following fiscal year not later than thirty (30) days prior to the beginning of each fiscal year. The Management Committee may revise that budget from time-to time as it deems appropriate.
- (b) The budget shall cover the period of the next fiscal year. The Budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Management Committee deems appropriate.

- (c) The Management Committee shall send a written copy of the budget to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.
- (d) The Management Committee shall determine the amount of the regular Assessments to be paid by the Owners of each Unit by dividing the total budgeted amount by the Allocated Interest for each Unit.
- 7.3 **Payment of Regular Assessments**. Unless otherwise established by the Management Committee and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal monthly installments.
- Adjustments to Regular Assessments. In the event the Management Committee determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Management Committee, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment in equal monthly installments.
- 7.5 **Personal Obligation for Assessment**. Each Owner of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due.
- 7.6 **Capital Improvements**. Expenses for capital improvements may be included in the budget, paid for through Special Assessments, or paid for in any other manner as determined by the Management Committee.
- 7.7 **Percentage Assessments**. Except as otherwise provided herein, all Assessments (other than Special Assessments to Individual Units) shall be allocated to all Owners based on the Allocated Interest of each Unit.
- 7.8 Rules Regarding Billing and Collection Procedures. The Management Committee shall have the right and responsibility to adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all

Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

- 7.9 Certificate of Payment. The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or such other person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of fifty dollars (\$50.00) or such other amount allowed by law, and provided for in the Rules, may be collected by the Management Committee for the issuance of each such certificate. Each certificate is conclusive in favor of a person who relies on the written statement in good faith.
- 7.10 **Special Assessments**. Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect Special Assessments payable as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses.
- 7.11 Special Assessments to Individual Units. "Special Assessments" may be levied by the Association against a particular Unit and its Owner for:
  - (a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Governing Documents;
  - (b) Any other charge designated as pertaining to an individual Unit in the Governing Documents;
  - (c) Fines, late fees, collection charges, and interest;
  - (d) Attorneys' fees, costs and other expenses relating to any of the above; and
  - (e) Any other expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget.
- 7.12 **Acceptance of Materials or Services**. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project,

- which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a Special Assessment pertaining to that Unit, at the discretion of the Management Committee.
- 7.13 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Management Committee in its discretion may apply the excess to reserves, credit the excess against future Assessments or refund the excess to the Owners in proportion to the Allocated Interests of each Unit in the Common Expenses of the Project, as the Management Committee deems appropriate. The decision of the Management Committee shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 7.14 **No Offsets**. All Assessments shall be payable at the time and in the amount specified by the Association and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Management Committee is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.
- 7.15 How Payments Are Applied. Unless otherwise provided for in the Rules of the Association, payments on Assessments shall be applied in the following order: (1) attorney fees, oldest charges to newest; (2) fines, oldest charges to newest; (3) late charges and late fees, oldest charges to newest; (4) interest, oldest charges to newest; (5) any other assessments other than special or regular monthly assessments, oldest charges to newest; (6) Special Assessments, oldest charges to newest; and (7) regular assessments, oldest charges to newest.

## ARTICLE 8 – NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

- 8.1 **Delinquency**. Assessment not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Management Committee may, at its option, invoke any or all of the remedies granted in this Article 8.
- 8.2 Collection Charges and Interest. If the Association does not otherwise adopt or establish billing and collection procedures in the Rules of the Association, the following shall apply. Monthly assessments shall be due and payable on the first day of the month and late if not received by the tenth (l0th) day of that month. Late fees shall be \$35.00 for each month that an Owner's account has an unpaid balance after the due date. In addition to late fees,

interest shall accrue on all unpaid balances-including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and assessments at two percent (2%) per month. The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to collections, as the Management Committee may establish in the Rules of the Association.

- Joint and Several Liability of Owner and future Owners for All Past and Presently Accruing Unpaid Assessments. The Owner and any future Owners of a Unit are jointly and severally liable for all Assessments accruing related to that Unit prior to and during the time that an Owner is an Owner. An Owner is not liable for any assessments accruing after an Owner has lawfully transferred the Unit to another Owner. The recording of a deed to a Person that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title for purposes of this Section 8.3. This obligation is separate and distinct from any lien rights associated with the Unit.
- 8.4 Lien. The Association has a lien on each Unit for all Assessments (which include, but are not limited to, interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Idaho Rules of Civil Procedure)). This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except only: (1) a lien or encumbrance recorded before this Declaration was recorded, (2) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Unit. The Association may, but need not, record a notice of lien on a Unit.
- 8.5 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

- 8.6 Foreclosure Sale. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Idaho Code § 55-1518, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to Robert T. Spjute, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 8.7 **Homestead Waiver**. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Idaho now in effect, or in effect from time to time hereafter.
- 8.8 **Termination of Delinquent Owner's Rights**. The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to receive a utility service for which the Owner pays as a common expense, and (2) access to recreational facilities.
- 8.9 Requiring Tenant to Pay Rent to Association. Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an assessment is more than sixty (60) days late. Each occupant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.
- 8.10 Attorneys' Fees Incurred as a Result of Default. In addition to any attorneys' fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay Assessments including, but not limited to, attorneys' fees incurred to: (1) obtain advice about a default; (2) collect unpaid payments; (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (4) examine the debtor or others through a formal or informal deposition, at a meeting conducted under 11 U.S.C. §341, an examination under Rule 2004 of the Federal Rules of Bankruptcy Procedure; (5) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (6) monitor any bankruptcy proceedings including, but not limited to, reviewing an Owner's bankruptcy statements and schedules filed with the court, reviewing other pleadings and claims filed in an Owner's bankruptcy case, regular monitoring of an Owner's progress of complying with a confirmed chapter 13 or chapter 11 plan for the duration of the plan, and processing payments from a Bankruptcy Trustee or Debtor-in-Possession; (7) litigate, seek and respond to discovery, introduce evidence, hire and pay expert witnesses, file motions and other pleadings, attend trials, hearings, or other court proceedings, as reasonably necessary related to assert any

non-dischargeability of debts, to assert claims against the Owner's bankruptcy estate or codebtors, to challenge exemptions, to challenge treatment under a proposed plan, to pursue any appropriate adversary proceeding for any other reason related to the ultimate attempt to collect unpaid Assessments; and (8) all fees and costs incurred in any foreclosure of a lien, securing lien rights, or providing for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.

Association Gains Title to Unit through Foreclosure. If the Association takes title to a Unit pursuant to a foreclosure, Judicial or non-judicial, it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner including, but not limited to, obligations to pay Assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to any failure to pay Assessments.

## ARTICLE 9 - PROPERTY RIGHTS IN UNITS AND COMMON AREA

#### 9.1 General Easements to Common Area and Units.

- (a) Subject to all other terms of the Governing Documents, each Owner shall have an equal undivided interest, right, and easement of use and enjoyment in and to the Common Area, except as it relates to the porches, stairways, and driveways that exclusively serve one Unit, which shall be Limited Common Area for the exclusive use of the Occupants of the Unit to which they are appurtenant. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, and the nonexclusive right to the use of open parking stalls, if any, within the Common Area to the extent those parking stalls are held open for use by the Owners and subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All rights given to Owners and Authorized Occupants under this Section 9.1(a) shall be subject to any Rules established by the Management Committee, including, but not limited to, Rules limiting Common Area use and Rules limiting or eliminating the right of Owners to park in Common Area parking spaces to provide for guest parking.
- (b) The Association shall have nonexclusive easements with the right of access to each Unit, including any balconies, to make inspections, to prevent or mitigate damage to Units

and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Project.

- 9.2 Public Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over, or under the Common Area for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities, and each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way, and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner, agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no such easement can be granted if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.
- 9.3 **Easements for Encroachments**. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the buildings are constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the structure.
- 9.4 **Limitation on Easement Suspension of Owner's Rights**. An Owner's equal undivided interest, right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- (a) The right of the Association to suspend the Owner's right to the use of any recreational facilities included in the Common Area: (i) for any period during which an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive sixty (60)-day periods, if any, such infraction is not corrected during any prior sixty (60)-day suspension period;
- (b) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who at any given time are permitted to use the Common Area; and
- (c) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.
- 9.5 **Views**. Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.
- Inappropriate Uses of Internet Services Prohibited. To the extent that internet service is provided to the Unit by the same internet service provider or through the use of any shared or joint internet service equipment, each Owner agrees that it is responsible for its, or its guests or invitees, use of such internet. Each Owner agrees not to use, or allow to be used, the internet service in such Owner's Unit for any illicit or illegal purpose, including any use that may result in civil or criminal liability. Each Owner shall indemnify and hold harmless the Association, the Declarant, and all other Unit Owners (collectively the "Indemnified Parties") from any and all claims, damages, harm or liability of any kind, including attorney fees and costs, incurred or threatened against any of the Indemnified Parties caused by such Owner's use of the internet provided to such Owner's Unit.

#### ARTICLE 10 – USE LIMITATIONS AND CONDITIONS

10.1 Rules. The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions, and to

- ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.
- Signs. The Association may regulate and restrict signs in the Project, to the extent permitted by law, in the Rules. "Signs" shall include any type of object (including, but not limited to, flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit.
- Nuisance. No noxious or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.
- Smoking. It shall be a nuisance and prohibited under Section 10.3 to permit or cause any smoke to drift to, or otherwise enter into another Unit, the balcony of another Unit, or the Limited Common Area of another Unit. Neither an Owner complaining of smoke or the Association responding to that Complaint shall be required to close windows or doors, make repairs, or otherwise make any physical alteration to the Project or to any Unit to prevent drifting smoke from entering into that Unit or any patio or balcony associated with that Unit. It shall be the sole responsibility of the Owner causing the smoke to prevent or stop smoke from entering any other Unit or the patio, porch, or balcony of another Unit, which may require, if other attempts to stop it are unsuccessful, the termination of smoking.
- 10.5 **Temporary Structures**. No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project, or used therein, unless it is approved by the Management Committee.
- 10.6 Parking and Use of Open Parking/Visitor Parking. Unless otherwise permitted by the Association in the Rules, and except for Customary Parking and Temporary Parking, as permitted by this Section 10.6, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles, or boats) shall be parked, stored, or located within any portion of the Project, including any Unit or Common Area. "Customary parking" shall mean the parking of operable automobiles, motorcycles, noncommercial trucks and vans within the parking available for each respective Unit. "Temporary parking" shall mean the use of designated parking areas within the Project for parking of operable vehicles belonging to Owners and Occupants including

the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants. The Association may adopt Rules relating to the parking of vehicles within the Project and the use of the visitor parking spaces including, without limitation, (1) the right to loan, assign, or license the visitor parking spaces to a particular Owner or Occupant to comply with any lawful requirements; (2) the right to remove or cause to be removed any vehicles that are improperly parked; (3) restrictions on any regular or irregular Owner use of visitor parking spaces; (4) restrictions on the time period and duration that visitor spaces may be used; and (5) the assessment of fines to Owners and Occupants who violate such Rules.

- 10.7 **External Fixtures**. To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch, patio, or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original construction of the Project, shall be constructed, erected, or maintained on the Project without the prior written approval of the Management Committee.
- 10.8 **Window Covers**. The Management Committee may adopt Rules regulating the type, color, and design of window covers and requiring prior approval before installation. Absent Rules permitting otherwise, only white roller shades, shutters and blinds may be installed as window covers. No window shall be covered by paint, foil, sheets, or similar items.
- 10.9 **External Laundering**. Unless otherwise permitted by the Management Committee in the Rules, external laundering and drying of clothing and other items is prohibited.
- 10.10 **Outside Speakers and Amplifiers**. Except as permitted in the Rules and subject to any regulations in the Rules, no radio, stereo, broadcast, loudspeaker, or projection of sound or music on or directed to the outside of any Unit shall be permitted.
- 10.11 **Repairs**. No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made in the Project except as may be permitted by the Management Committee in the Rules.
- 10.12 **Unsightly Items**. All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited in any Unit unless obscured from view of adjoining Units and Common Area. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Management Committee.

- 10.13 Animals. Animals generally kept in households such as dogs, cats, birds, hamsters, and ferrets may be kept in the Project subject to the rules and requirements of this Declaration. No more than three of any type of animal may be kept in any one Unit. No livestock, poultry, or reptiles, may be kept in any Unit. All animals are subject to the Rules adopted by the Management Committee. Notwithstanding the foregoing, no animal may be kept within a Unit which: (1) is raised, bred, kept, or maintained for any commercial purposes, except where specifically allowed in a Commercial Unit; (2) causes a nuisance; or (3) in the good faith judgment of the Management Committee, results in an annoyance or threat of injury, or is obnoxious to or unreasonably causes anxiety to other Owners or Occupants within the Project. The Management Committee may exercise its judgment for specific animals even though others of the same breed or type are permitted to remain. All animal fecal matter shall be immediately cleaned up within the Project by the Owner of such animal. The Management Committee may adopt Rules adding further Terms and Conditions related to animals in the Association not inconsistent with this Declaration, including, but not limited to, requirements for registration, specific fees or deposits to Owners of Units that have animals, the use of leashes, noise and barking limitations, and limitations on the overall number of animals. In an effort to minimize anxiety and fear of the Owners generally, the Association may ban dogs of certain breeds (pure or partial) believed generally to be aggressive including, but not limited, to the following breeds, Pit Bull, Presa Canario, Chow Chow, Doberman Pinscher, Alaskan Malamute, and Rottweiler. No Owner shall possess or maintain an aquarium in any Unit without written permission from the Management Committee.
- 10.14 **Waterbeds**. No Owner shall possess, maintain, or use a waterbed in any Unit without written permission from the Management Committee.
- 10.15 **Landscape Maintenance**. No Owner may alter, change, or maintain any Common Area landscaping in the Project without the written approval of the Management Committee.
- 10.16 **Floor Load**. There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Management Committee.

### 10.17 Residential Occupancy.

(a) No trade or business may be conducted in or from any Unit, except for designated Commercial Units, unless:

- 1. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from outside the residence;
- 2. the business activity conforms to all zoning and legal requirements for the Project and the business activity;
- 3. the business activity does not involve Persons coming onto the Project who do not reside in the Project or door-to-door solicitation of Occupants of the Project;
- 4. the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Project;
- 5. the business activity is disclosed to the Management Committee before business is commenced along with a description of the business activity, a statement of the amount of space required in the Unit for such activity, a description of any impact on the Project;
- 6. the business activity will not result in the increase of any insurance of the Association;
- 7. the Owner of the Unit resides in the Unit in which the business activity is proposed for the entire time any business activity is conducted; and
- 8. the Management Committee's requests for information related to the business are responded to fully and completely.
- (b) No Units may be used as a time-share property.
- (c) Except as provided in Article 20 and Section 10.17(a), no Unit, except for designated Commercial Units, may be used for any purpose other than a residential purpose.
- No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions. No Unit shall be split, subdivided, separated, or timeshared into two or more Units or property interests (whether temporally or spatially), and no Owner of a Unit shall sell or lease part of a Unit. No subdivision plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Unit. No subdivision plat or covenants, conditions, or restrictions related to any Unit or the Project shall be recorded on the Project unless the Management Committee and/or Owners (as required in this Declaration) have first approved, in writing, the plat or the proposed covenants, conditions,

- or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section 10.18 shall be null, void, and of no legal effect.
- 10.19 Architectural Control. No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Management Committee or any Committee established by the Management Committee for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, excavation, patio covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, fences, and other work that in any way alters the exterior appearance of the Property. The Management Committee, or committee established by the Management Committee for that purpose, may designate the design, style, model, and manufacturer of any exterior improvement or alteration that is acceptable to the Management Committee. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values.
- 10.20 **Lighting**. Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Management Committee.
- 10.21 Variances. The Management Committee may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Management Committee determines in its discretion (by unanimous vote): (a) either (i) that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable, and without any effect whatsoever, unless reduced to writing and signed by every member of the then existing Management Committee. No variance may be granted that is inconsistent with the Act. No variance may be granted that relates to the payment of Assessments unless it clearly appears after reasonable investigation under the circumstances that the Owner is incapable of paying the Assessment, and the Unit is being or has been transferred to a new Owner either voluntarily or involuntarily through foreclosure.

#### 10.22 Hazardous Substances.

(a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly

controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.

- (b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section 10.22 shall survive any subsequent sale by an indemnifying Owner.
- (c) As used in this Section 10.22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section 10.22, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety or environmental protection.

#### ARTICLE 11 – INSURANCE

- Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.
- 11.2 **Annual Insurance Report**. Not later than sixty (60) days prior to the annual meeting of the Association, the Management Committee shall obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in

the condominium association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage, and if no earthquake insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: "NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION;" and (4) a description of any flood insurance and material exclusions and limitations for that coverage, and if no flood insurance is obtained, a conspicuous and clear statement in both bold and uppercase letters stating: "NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION." The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. The most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.

## 11.3 **Property Insurance**.

## (a) Hazard Insurance.

- 1. **Blanket Policy of Property Insurance**. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building service equipment.
  - (i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including, but not limited, to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

- (ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft and (2) all perils normally covered by "special form" property coverage.
- (iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
- (iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement, which must waive or eliminate the requirement for coinsurance.
- (v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available; (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.
- (b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
  - 1. the Association's policy provides primary insurance coverage; and
  - 2. notwithstanding Subsection 11.3(b)(1) and subject to Subsection 11.3(b)(3):

- (i) the Owner is responsible for the Association's policy deductible; and
- (ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

## 3. As used in this Subsection (3):

- (i) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (ii) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.
- (iii) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.
  - (A) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association's property insurance policy.
  - (B) If an Owner does not pay the amount required under Subsection (11.3)(b)(2) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

## (c) Flood Insurance.

1. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, as defined by Federal law, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated

- flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property.
- 2. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (d) Earthquake Insurance. The Association may purchase earthquake insurance as the Management Committee deems appropriate. If the Management Committee elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Management Committee shall purchase earthquake insurance within sixty (60) days of the vote.
- (e) Association's Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.
- (f) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance carrier:: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) the Association is responsible for any loss to the Common Area; (iii) an Owner who does not have a policy to cover the damage to that Owner's Unit is responsible for that damage and the Association may, as provided in Subsection 11.3(b)(2), recover any payments the Association makes to remediate the Unit; and (iv) the Association need not tender the claim to the Association's insurer.
- (g) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in the event of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

- 11.4 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. If the Association owns Common Area that it has no obligation to maintain, it shall require the Person or entity with the primary maintenance responsibility to indemnify and defend the Association against any claims related to that Common Area.
- Directors' and Officers' Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall include coverage for: (1) volunteers and employees, (2) monetary and non-monetary claims, (3) claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) defamation. In the discretion of the Management Committee, the policy may also include coverage for any Manager and any employees of the Manager, and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall provide coverage for: (1) an amount of not less than the sum of three months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) theft or embezzlement of funds by: (a) Officers and Management Committee members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.
- 11.7 **Workers' Compensation Insurance**. The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Management Committee deems appropriate.

- 11.8 **Certificates**. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.
- 11.9 **Named Insured**. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.
- 11.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy: (a) are payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if one is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action, as is necessary, related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: (1) the collection, receipt of, and appropriate disposition of all insurance proceeds; (2) the execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.
- 11.11 Insurance Trustee. At the discretion of the Management Committee, or upon written request executed by Owners holding 50% of the Allocated Interests, the Management Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Management Committee (as the case may be) shall require related to a loss receipt, or potential receipt, of insurance proceeds.
- 11.12 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition by which recovery is voided under a policy.
- 11.13 **Waiver of Subrogation against Owners and Association**. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the

Owners, any Person residing with an Owner, if an Owner resides in the Unit, and the Association's respective agents and employees.

11.14 **Applicable Law**. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in 2011 Senate Bill167 (the final version as enacted by the legislature) that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to condominium associations shall apply to this Association.

### ARTICLE 12 – DESTRUCTION OF IMPROVEMENTS

- 12.1 **Reconstruction**. In the event of partial or total destruction of a building or buildings or any portion of the Common Area within the Project, the Management Committee shall promptly take the following actions:
  - (a) The Management Committee shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds.
  - (b) The Management Committee, or any Insurance Trustee if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any.
  - (c) Damage to a portion of Project-Insurance Proceeds.
    - 1. If a portion of the Project for which insurance is required under this part is damaged or destroyed, the Association shall repair or replace the portion within a reasonable amount of time unless: (i) the Project is terminated; (ii) repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or (iii) (A) Owners holding at least 75% of the Allocated Interests in the Association vote not to rebuild; and (B) each Owner of a Unit that will not be rebuilt votes not to rebuild.
    - 2. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.
    - 3. If the entire Project is damaged or destroyed and not repaired or replaced: (a) the Association shall use the insurance proceeds attributable to the damaged Common Areas to restore the damaged area to a condition compatible with the remainder of the Project; (b) the Association shall distribute the insurance proceeds attributable to Units and Common Areas that are not rebuilt to: (i) the Owners of Units that are not rebuilt; (ii) lien holders; and (iii) the Association

- shall distribute the remainder of the proceeds to all the Owners or lien holders in proportion to their Allocated Interests.
- 4. If the Owners vote not to rebuild a Unit: (a) the Unit's Allocated Interests are automatically reallocated upon the Owner's vote as if the Unit had been condemned and (b) the Association shall prepare, execute, and submit for recording an amendment to the Declaration reflecting the new reallocations.
- (d) If the Management Committee, in good faith, determines that none of the bids submitted under this Section 12.1 reasonably reflect the anticipated reconstruction costs, the Management Committee shall continue to attempt to obtain additional bids that it determines reasonably reflect such costs. Such determination shall be made by the Management Committee as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Management Committee shall immediately call a meeting of the affected Owners and all Lenders pursuant to Section 12.2.
- (e) If the Management Committee determines that any Unit is uninhabitable by reason of its total or partial destruction, the Management Committee may abate Assessments against the Owner thereof until the Management Committee determines that habitability has been restored.
- (f) The Management Committee shall engage the services of a reputable licensed architect to advise and consult with the Management Committee on all actions and decisions under this Section 12.
- Reconstruction by Vote. If reconstruction is not to take place pursuant to Section 12.1, as soon as practicable after the same has been determined, the Management Committee shall call a special meeting of the Owners by mailing a notice of such meeting to each such Owner. Such meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt) determine not to proceed with such reconstruction, reconstruction must take place and the Management Committee shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Management Committee shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

- 12.3 **Procedure for Minor Reconstruction**. If the cost of reconstruction is equal to or less than ten percent (10%) of the estimated fair market value of all of the Units in the Project, then the Management Committee shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Project in conformance with the original plans and specifications, or if the Management Committee determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.
- 12.4 **Procedure for Major Reconstruction**. If the cost of reconstruction is greater than ten percent (10%) of the estimated fair market value of all of the Units in the Project, all insurance proceeds, together with such amounts from available reserves or Special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to an Insurance Trustee, to be designated by the Management Committee, as trustee for all Owners and Lenders. The Insurance Trustee shall be a bank or savings and loan association with an office in Blaine County, Idaho, whose accounts are insured by the Federal Deposit Insurance Corporation or the successor to such agency. Such proceeds shall be received, held and administered by the Insurance Trustee subject to the provisions of an insurance trust agreement, which shall be consistent with the provisions of this Declaration and which shall be entered into between the Insurance Trustee and the Management Committee. Disbursement of such funds shall be made only upon the signatures of two members of the Management Committee and upon the terms and conditions provided in this Section 12.4. As soon as practicable after notification of the receipt of insurance proceeds by the Insurance Trustee, the Management Committee shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Area according to the original plan and specifications of said improvements or, if the Management Committee determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original construction of such improvements. The contract with such licensed contractor or contractors shall provide for payment to the contractor or contractors in a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds by the Insurance Trustee, which shall be consistent with procedures then followed by prudent lending institutions doing business in Blaine County, Idaho. Such periodic disbursements of funds shall be for specific dollar amounts and shall not be paid until the contractor who is engaged by the Management Committee shall furnish to the Management Committee, before the commencement of construction, a full performance and lien payment bond written by a reputable corporate surety company. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate

or other documentation containing such provisions as may be appropriate in the circumstances and deemed suitable by the Management Committee. The Management Committee may employ a licensed architect to supervise the repair and rebuilding to ensure that all work, services and supplies are in conformity with the requirements of the construction contract.

- 12.5 **Determination Not to Reconstruct Without Termination**. If Owners of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt after a casualty) and eligible Lenders on Units to which at least fifty-one percent (51%) of the Allocated Interests are attributable vote not to rebuild and the entire Project is not repaired or replaced, and the Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interests are automatically reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.
- 12.6 **Negotiations with Insurer**. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Area, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.
- 12.7 **Repair of Units**. Installation of improvements and repair of any damage to the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.
- 12.8 **Priority**. Nothing contained in this Article 12 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of insurance proceeds allocated to such Unit.

## ARTICLE 13 – EMINENT DOMAIN

Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated

- Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this Section. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.
- 13.2 Partial Taking of a Unit. Except as provided in Section 13.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.
- 13.3 **Taking of Limited Common Area**. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.
- Taking of Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of nor includes any Unit or Limited Common Area, the Management Committee shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.
- 13.5 **Taking of Entire Project**. In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.
- 13.6 **Priority and Power of Attorney**. Nothing contained in this Article 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of

the Owners and their Lenders as their interests may appear. This power-of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

#### **ARTICLE 14 – TERMINATION**

- 14.1 **Required Vote**. Except as otherwise provided in Article 12 and Article 13, the Project may be terminated only by the approval of Owners holding at least ninety percent (90%) of the Allocated Interests. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs or for other reasons must be agreed to by Lenders that represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages.
- 14.2 **Termination Agreement**. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Blaine County, Idaho and is effective only on recordation.
- Sale of Project. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.
- 14.5 **Proceeds of Sale**. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee

for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Management Committee. If any Owner disputes the appraised amount, they shall notify the Management Committee of the dispute within ten (10) days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner shall select an appraiser who shall jointly with the Association's appraiser select a third appraiser to appraise the Unit. That appraisal shall be final as to the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.

Allocation upon Termination. Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

#### **ARTICLE 15 – AMENDMENTS**

General Amendment Requirements. Except as otherwise provided herein, this Declaration may be amended only by an instrument in writing to which Owners holding Allocated Interests totaling not less than sixty-seven percent (67%) of the total Allocated Interest have approved and consented, as evidenced by their signatures on or attached to the recorded amendment instrument. The signature of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit, so long as any other Owner of the Unit does not vote inconsistent. In the event that an amendment is materially adverse to a Lender's interest in a Unit, such amendment must be approved by fifty-one percent (51%) of the Lenders for the Allocated Interests of Units subject to a mortgage. Notice of an amendment to the Declaration must be sent to a Lender via certified or registered mail with return receipt requested, and approval of and consent to an amendment by a Lender is assumed when a Lender fails to submit a response to any written proposal for an amendment within sixty (60) days after delivery by certified or registered mail with return receipt requested. No meeting or voting shall be required for an amendment, if the required consent is obtained.

- 15.2 **Scope of Amendments**. This Declaration may be amended to add new rights and obligations, remove existing rights and obligations, or modify existing rights and obligations. The right to amend shall be broadly construed to permit any change to the rights, obligations, and terms in the Declaration.
- 15.3 Execution and Effective Date of Amendments. An amendment that has been adopted as provided herein shall be executed by the Management Committee, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Blaine County, Idaho.
- 15.4 Changes to Plat or Boundaries of the Association. The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Unit or Units upon the approval of the number of Owners required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including the addition or removal of amenities, increase the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If any such document or action is approved by the consent of at least 67% of the Owners obtained in the manner required to amend this Declaration and so long as any Owner of any Unit that is subjected to boundary changes to that Unit or any Limited Common Area associated with that Unit consents, each and every other Owner shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat.
- 15.5 Amendment to Conform to Law. The Management Committee may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:
  - (a) The Association must obtain from an attorney who has a significant experience and a regular practice in the area of condominium association law, a written opinion

- explaining in detail and opining that the proposed amendment may be sought pursuant to this Section.
- (b) The members of the Management Committee must unanimously agree to the Amendment at the time it is recorded.
- (c) The Management Committee must provide to the Owners: (1) the proposed amendment instrument; (2) the language of this Section of the Declaration; (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing; (4) the attorney opinion letter required for the amendment; and (5) a notice in which the Association (a) notifies the Owner that it intends to amend the Declaration pursuant to this Section, (b) provides the Owner a right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly return the objection. The Management Committee may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.
- (d) Within forty-five (45) days of providing the information to the Owners required by this Section, no more than forty percent (40%) of the owners have objected to the amendment.
- (e) Having otherwise complied with all of the requirements of this Section, the Management Committee members shall each sign the amendment instrument verifying that this Section has been complied with to the best of their knowledge and that no more than forty percent (40%) of the owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the recorder of Blaine County.

### ARTICLE 16 – INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

- No Waiver. Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.
- 16.2 **Conflicting Provisions**. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

- Interpretation of Declaration and Applicability of the Act. The Association intends that the Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.
- 16.4 **Cumulative Remedies**. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 16.5 **Severability**. Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.
- Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other person subject to their terms.
- Applicable Law. This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.
- 16.8 **Gender and Number**. Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

16.9 **Effect of Declaration**. This Declaration is made for the purposes set forth in the recitals in this Declaration and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any Term and Condition is determined to be unenforceable, in whole or in part, for any reason.

## ARTICLE 17 - NOTICE

- 17.1 **Notices**. Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:
  - (a) Notice from the Association to an Owner.
    - 1. Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:
      - (i) by a written notice delivered personally to the Owner, which shall be effective upon delivery;
      - (ii) by a written notice placed in first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;
      - (iii) by written e-mail correspondence to an Owner: (1) that is sent to an e-mail address provided by the Owner for the purpose of Association communications, or (2) that is emailed to an e-mail address from which the Owner has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered. Any notice sent by e-mail shall be deemed delivered seventy-two (72) hours after it is sent:
      - (iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent; or

- (v) by any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.
- 2. Notwithstanding Subsection (1) of this Section 17.1, the Association shall send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.
- 3. In the case of co-owners, notice to one of the co-owners is effective as notice to all such co-owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two co-owners send conflicting notice demands, Notice shall be proper if mailed by first class mail to the Unit.
- 4. If posting of a notice on the Unit is permitted, such posting is effective when posted on the front or primary access door to the Unit and any such posting may be removed by the Association after the event as occurred for which posting was made or ten (10) days after the posting.

## (b) Special Notice Prior to Association Entry into a Unit.

- 1. In case of an emergency or condition requiring immediate entry in a Unit, before entering a Unit the Association shall: (1) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit, (2) if no one answers the knocking, loudly identify who is knocking and state that the person identified is going to enter the unit on behalf of the Association, then wait one minute, and (3) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.
- 2. If the Association enters a Unit for any purpose permitted in this Declaration other than those identified in the prior paragraph, before entering a Unit the Association shall: (1) give notice to the Owner that an entry is required at least two weeks in advance with such notice stating: (a) that the Association or its authorized persons will enter the Unit; (b) the date and time of the entry; (c) the purpose of entering the Unit; (d) a statement that the Owner or Occupant can be present during the time the Association is in the Unit; (e) the full names of any person who will be entering into the Unit, and the phone numbers and addresses of the persons entering the Unit or of the company for whom the persons entering the Unit are employed for the purpose of entering the Unit; (f) any other information the Association deems appropriate to include, and (2)

post the written notice described above on the front door to the Unit at least seven (7) days prior to entry into the Unit.

- (c) Notice to a Lender. Notice to a Lender shall be delivered by first-class, United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. Lenders of a mortgage on a Unit should receive timely notice of:
  - 1. Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage,
  - 2. A sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which the Lender holds a mortgage,
  - 3. A lapse, cancellation, or material modification of any insurance policy maintained by the Association, and
  - 4. Any proposed action that requires the consent of a specified percentage of Lenders

### (d) Notice to Association from an Owner.

- 1. An Owner's Notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:
  - (i) by a written notice delivered personally to the managing agent, which shall be effective upon delivery;
  - (ii) by a written notice placed in first-class, United States mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;
  - (iii) by written email correspondence to the Association: (1) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an email address from which the Manager or the President of the Association has communicated related to Association matters.

- and so long as no indication is received that the email may not have been delivered or received. Any notice sent by email shall be deemed delivered seventy-two (72) hours after it is sent; or
- (iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent.

#### ARTICLE 18 – ATTORNEY FEES AND COSTS

## 18.1 Legal Costs Associated with Disputes with Owners.

- (a) Owners Liable for Fees Incurred in Dispute. If the Association utilizes legal counsel to enforce any Term and Condition after Notice to the Owner that it intends to enforce the Term and Condition, or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorneys' fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not
- (b) **Costs**. The term "costs" as used in this Section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not included in costs, as the term is used in the Idaho Rules of Civil Procedure
- (c) Exception to Owner's Liability for Fees and Costs. If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition, the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the association could not establish an initial position on without having incurred the fees and costs, or (2) results in a substantial modification to a prior position taken by the Association, then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is currently pending with regard to the Owner and the issues arise as part of the lawsuit.

### ARTICLE 19 - RESERVES

- 19.1 **Requirement for Reserves**. The Association shall maintain a reasonable reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area as determined by the Owners annually. Reserve funds may be collected as part of the monthly Assessments.
- 19.2 **Surplus Monies Applied to Reserves**. The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.
- 19.3 **Segregation of Reserves**. The Association shall segregate money held for reserves from regular operating and other accounts.
- 19.4 **Reserve Analysis**. The Association shall cause a reserve analysis to be conducted and regularly updated a minimum of once every two years. The reserve analysis report shall be prepared by a person or persons with (1) experience in current building technologies, (2) a solid working knowledge of building cost estimating and life cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, but subject to the discretion of the Management Committee in determining that the qualifications have otherwise been met by one person, two people shall prepare the reserve study, an architectural consultant who will perform a property condition assessment and a reserve study professional who will utilize the property condition assessment and prepare the reserve study. The reserve analysis shall, at a minimum, determine the need for and appropriate amounts of a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring common areas that have a useful life of three years or more. The Reserve studies and updates shall project a minimum of thirty (30) years into the future. Notwithstanding the foregoing), during the Control Period no reserve analysis is required.
- 19.5 **Disclosure and Approval at Annual Meeting**. The Association shall:
  - (a) annually, at the annual meeting of Owners or at a special meeting of Owners:
    - 1. present the most recent reserve study;
    - 2. provide an opportunity for Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount; and
  - (b) prepare and keep minutes of each meeting held under Section 19.5(a) and indicate in the minutes any decision relating to funding a reserve fund.

ARTICLE 20 – LEASING AND NON-OWNER OCCUPANCY

- 20.1 **Declaration and Rules Govern Non-Owner Occupancy**. Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-owner occupancy of a Unit shall be governed by this Article 20, the Rules, and procedures adopted as allowed in this Article 20.
- 20.2 **Definitions**. For the purpose of this Section:
  - (a) "Non-Owner Occupied Unit" means:
    - 1. For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner's primary residence; or
    - 2. For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.
  - (b) "Family Member" means:
    - 1. the parent, sibling, or child of an Owner and that person's spouse and/or children; or
    - 2. in the case of a Unit owned by a trust or other entity created for estate planning purposes, a person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current occupant of the Unit or (ii) the parent, child, or sibling of the current occupant of the Unit.
- 20.3 No Restriction on Leasing and Non-Owner Occupancy. Subject to the provisions of this Article 20, the number of Units permitted to be Non-Owner Occupied may not exceed twenty percent (20%) of the total Units in the Project.
- 20.4 Units Exempt From the Limitation on Non-Owner Occupied Units. Notwithstanding the restrictions on the number or term of leasing set forth in this Article 20, Owners and Units are exempt from the restrictions set forth in this Article 20:
  - (a) during the period of time of an Owner's deployment due to military service;
  - (b) during the period of time an Owner whose employer has relocated the Owner, but only for a period of two years or less;

- (c) during the period of time a Unit is owned by an entity that is occupied by an individual who:
  - 1. has voting rights under the Association's Governing Documents; and
  - 2. has a 25% or greater share of ownership, control, and right to profits and losses of the entity.
- (d) In the event a lease in a Unit is entered into before a rental restriction contained in this Article 20 is recorded with the Wasatch County Recorder's Office, said lease may continue until:
  - 1. the Owner occupies the Unit;
  - 2. an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit; or
  - 3. the Unit is transferred.
- 20.5 **Permitted Rules**. The Management Committee may adopt Rules requiring:
  - (a) reporting and procedural requirements related to Non-Owner Occupied Units and the occupants of those Units other than those found in this Article 20, including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc;
  - (b) reasonable fees related to the administration of leased and Non-Owner occupied Units; and
  - (c) other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.
  - (d) The Association shall create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.
- 20.6 **Required Rules**. The Management Committee shall adopt Rules, resolutions, or procedures to: (a) determine and track the number of Units that are leased, (b) provide for a waiting list if the maximum number of units are available to lease are leased and additional owners

want to lease Unites, (c) determine and track the number of Unites exempt under section 20.5.

- 20.7 **Requirements for Leasing and Non-Owner Occupancy**. The Owners of all Units must comply with the following provisions:
  - (a) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;
  - (b) If required in the Rules of the Association or requested by the Management Committee, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Management Committee;
  - (c) No owner shall lease or allow any non-owner to use any Unit for transient, short-term (less than twelve (12) months), hotel, rental pool or corporate/exclusive use purposes, resort, vacation, or seasonal use (whether for pay or not);
  - (d) Daily and weekly occupation by non-owner occupants is prohibited (whether for pay or not); and
  - (e) The Owner(s) of a Unit shall be responsible for the non-owner occupant or any guest's compliance with the Declaration, Bylaws, and Rules. The Owner and non-owner occupant, or other similarly situated individual, shall be jointly and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Management Committee, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.
- 20.8 **Exceptions for Family Members**. If only Family Members occupy a Unit, then notwithstanding anything to the contrary herein:

- (a) Subsections 20.5(a), 20.5(c), & 20.5(d) of Section 20.5 shall not apply to that occupancy;
- (b) no written agreement regarding occupancy needs to be created between the family member and the Owner; and
- (c) any written agreement regarding occupancy may not be requested by the Management Committee until an occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.
- 20.9 **Consistent Administration and Enforcement**. The Management Committee and Manager of the Association will create, by rule or resolution, procedures to ensure consistent administration and enforcement of the rental restrictions contained in this Declaration.

#### ARTICLE 21 – GENERAL PROVISIONS

- 21.1 **Enforcement**. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.
- 21.2 **Non-liability of Officials**. To the fullest extent permitted by applicable law, neither the Management Committee nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.
- 21.3 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area, and for other permitted purposes, as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Common Area, and other than as a result of expenditures made for other permitted purposes, as set forth in this Declaration).
- 21.4 **Notification of Reinvestment Fee**. Except as otherwise limited by law, the management Committee may establish a Reinvestment Fee Assessment, from time-to-time, which shall be no more than 0.5% of the value of the Unit, and which shall be due and payable immediately after any sale or other transfer of any Unit. The Management Committee shall

have authority to set forth in the Rules the date, time for payment, amount, the requirements for any information that is required from any transferee of any Unit upon any sale or transfer, and any other procedures or requirements related to the Reinvestment Fee Assessment. The Reinvestment Fee Assessment shall be due after the transfer.

- 21.5 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of an Owner or any intentional or negligent act of any Occupant of that Owner's Unit, to the extent such losses and damages are either under the deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Unit, agrees personally to indemnify each and every other Owner and Occupant in such other Owner's Unit, and to hold such other persons harmless from, and to defend such persons against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Area, if any, except to the extent that: (a) such injury or damage is covered by liability insurance in favor of the Association or any other Owner; or (b) the injury or damage occurred by reason of the intentional act of the Association.
- 21.6 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including, but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration, and shall not be affected by the disability of any such Owner or Occupant.
- 21.7 Security. The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason, including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner or Occupant related to security or criminal conduct, and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Unit in this Association and/or residing in this Association,

Owners and Occupants agree that the Association and the Management Committee are not insurers of the safety or well-being of Owners or Occupants, or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

- Reasonable Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.
- 21.9 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE MANAGEMENT COMMITTEE HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

#### ARTICLE 22 - DECLARANT RIGHTS

- 22.1 **Special Declarant Rights**. Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have the rights provided for in this Article 22 (the "Special Declarant Rights").
- Right to Appoint the Management Committee during Control Period. The Declarant shall have the right to appoint and remove all Management Committee Members during the Declarant Control Period and in the appointment of Committee Members shall not be bound by any qualifications for Management Committee Members in the Governing Documents. The Declarant may elect to have a Management Committee of three members until the Control Period ends.

- 22.3 **Control Period**. Declarant shall have the right to retain control, power, and authority over, and all decision-making ability or authority for, the Association and/or the Project during the "Control Period." The Declarant shall determine whether to hire professional management during the Control Period. The Control Period shall extend until the first to occur of the following: (i) the Declarant elects, in writing, to terminate the Control Period or (ii) one year after the Declarant no longer owns a Unit in the Project.
- 22.4 **Easement Rights**. The Declarant shall have an easement for access across the entire Project and may utilize, allow anyone else to utilize, or may grant easements over and through any easement right reserved to anyone in the Declaration.
- Right to Amend Plat. Subject to necessary approvals from any applicable municipality or government agency, the Declarant shall have the right to amend, change, or modify any Plat, subject only to the requirement that the Declarant get approval from any Owner of a Unit that has any boundary modified by the Plat.
- Assessment Rights. The Declarant shall have the right to set all Assessments, regular and special during the Control Period. No Units owned by the Declarant shall pay Assessments until such time as the Declarant elects to pay Assessments, and only for so long as the Declarant elects to pay Assessments.
- Right to Amend Declaration, Bylaws, and Rules. Until the expiration of the Declarant Control Period, the Declarant shall have the right to amend, revise, and modify this Declaration, the Bylaws, and the Rules in any way and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone including, but not limited to, the Owners. Any such amendment to the Bylaws or Declaration shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer or manager of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Project and all persons having an interest therein including all Owners. Without limiting the generality of the foregoing, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale or transfer of any Unit.
- 22.8 **Expansion of Project / Additional Land**. The Declarant may add land to or withdraw land from the Project and expand or contract the Project, at any time, and for any reason.
- Assignment of Special Declarant Rights. Declarant may, at any time, by recording a written notice, assign or transfer all or some of its control, power, authority, or decision-making ability to the Association or any other person or entity prior to the time period described above. In the case of the abandonment of the Project by the Declarant, the cessation of

business by the Declarant, or the foreclosure of any undeveloped property that is subject to the provisions of this Declaration, the rights of the Declarant as provided for in this Declaration may be exercised by any Owner of the undeveloped land within the project or to be expanded into the Project, or unfinished Units.

- 22.10 **Exceptions from Use Restrictions**. The Declarant shall not be bound by any use restriction in the Declaration as it relates to the Units owned by the Declarant.
- No Modification of Declarant Rights. Any Declarant Rights in the Governing Documents, and specifically in this Article 22, and any provisions in Article 23, shall not be substantively or procedurally altered without the written consent of the Declarant until fourteen (14) years have passed after the Control Period has ended, at which time the Declarant approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void ab initio to the extent it attempts to alter the rights of the Declarant or any provision of Article 22 or Article 23, without the consent of the Declarant.
- 22.12 Use of Units and Common Areas. During the Declarant Control Period, the Declarant shall have the right to use any Unit owned by it, and any part of the Common Areas in furtherance of any activities designed to accomplish or facilitate construction, improvement and sale of all Units owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Areas and/or Limited Common Areas as the Declarant may desire. The Declarant shall have the right to maintain one or more sales offices and model Units. Such offices and model Units may be located in any Unit with the permission of the Owner of that Unit, who may be the Declarant, or in one or more separate structures or facilities placed in the Project for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. To ensure uniform and consistent marketing of the Units for the benefit of the Association and the Owners, all sales of Units during the Declarant Control Period, including Units no longer owned by the Declarant, must utilize only the real estate sales agent specified and approved by the Declarant. The Declarant shall also have the right to maintain any number of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs or otherwise any Common Area parking as parking for sales only or to otherwise restrict and use any Common Area parking. The Declarant shall have the right from time-to-time to relocate, move, remove, or add to any of its sales offices, parking restrictions, model Units, signs, banners or similar structures or devices.
- Declarant Rights Do Not Impose Obligations. The Declarant Rights provided for in this Article 22 do not impose any obligation, legal or equitable, related to the issues to which they might apply. Both the Association and any Owner hereby expressly waive and disclaim

any such duty and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.

### ARTICLE 23 – CONFLICT AND LITIGATION AVOIDANCE AND RESOLUTION

23.1 Statement of Intent. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit that Owner is purchasing or any aspect of the Common Area prior to purchasing a Unit. Moreover, an Owner Warranty has been provided to each Owner identifying those items that are warranted by the Declarant. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty, and having paid market price for a Unit in the condition it and the related Common Area is in at the time of purchase, it is acknowledged that it is unfair and improper to then seek to have the Declarant and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the sale value of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Unit and the Declarant agree and acknowledge that certain disputes simply shall not be pursued, to the extent permitted by law, and that others shall be pursued only through certain specific alternative dispute resolution mechanisms, and only after full disclosure, right to cure periods, and knowing approval of the Owners. Consistent with this dispute avoidance intent and mandate, and in an effort to provide an avenue of recovery against the party responsible for faulty construction, the Declarant may obtain and provide warranties to the Association, or that the Association may enforce from subcontractors related to the construction of the Project. It is the intent of the Parties hereto, as agreed to by the Owners by and upon the purchase of a Unit, that these warranties, if they are obtained, whatever they might cover and whomever they are from, are the sole remedy to the extent permitted by law, in case of any defects or damages arising from defects of any kind related to construction or development of the Project. The intent of this Section is to eliminate, to the extent possible, claims against or involving the Declarant and claims related to the construction of the buildings and fixtures on the Project, and, when and if any such claim is permitted as a matter of law or pursuant to this Declaration, to ensure that every opportunity is made to resolve the claim outside of a normal court procedure. This effort shall include, but not be limited to, the right to cure and the requirements for mediation and arbitration.

- Association Warranties. The Declarant may, but is not obligated, to provide certain warranties to the Association related to the construction of the Project ("Association Warranty"). The Association shall have the right, as provided for in any such warranties, to directly enforce and seek performance of these warranties from the subcontractors who performed the work in the construction of the Project. There is no guarantee or warranty by the Declarant that any warranties will be provided or that the warranties will cover any particular component or aspect of the Project.
- Owner Warranties. The Declarant has provided certain warranties to the Owners related to the Unit purchased ("Owner Warranty"). The first Owner of a Unit to whom the warranty is issued or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties from the Declarant to any Owner, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.

## 23.4 **Declarant Litigation**.

- (a) An Owner may only make a claim against the Declarant for the failure to comply with the Owner Warranty, any other Warranty implied by law and not validly disclaimed in this Declaration, or for any other claim of any kind, after the following efforts at dispute resolution have been completed: (1) Right to Cure: the Owner shall provide to the Declarant a Notice of Claim (defined below) and permit the Declarant 180 days to cure or resolve the claim or defect, or to try to get the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any lawsuit, claim, or dispute resolution process; (2) if the dispute is not resolved within the 180 day Right to Cure period, the parties agree to mediate the dispute prior to taking further action. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not previously included in any Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action, including any mediation or arbitration, shall be stayed for the 180 day period.
- (b) For any claim allowed by law or by this Declaration, the parties agree to binding arbitration of all claims asserted against the Developer by either the Association or any Owner, with the initiating party advancing all arbitration costs subject to assignment of those costs by the arbitrator in a final decision on the merits. The parties to any such arbitration shall mutually work, in good faith, to agree upon the arbitrator, mediator, arbitration service, and all aspects of the arbitration and mediation proceedings. In case

of any disagreement regarding the mediation or arbitration service, the American Arbitration Association shall administer the mediation and arbitration and the rules applicable to construction disputes shall apply. The arbitration rules shall be subject to the requirements of this Declaration and shall be modified accordingly in case of any conflict between the rules and this Declaration.

- (c) "Notice of Claim" shall mean and include the following information: (1) The nature of the claim; (2) a specific breakdown and calculation of any alleged damages; (3) a specific description of the claim along with any supporting opinions, information, or other factual evidence upon which the claim is based; (4) photographs of any alleged condition, if applicable; (5) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom; and (6) the names, phone numbers, and address of every person providing information, analysis, or opinions related to the claim.
- (d) Notwithstanding any other provision in this Declaration, except as to an Owner Warranty and to the fullest extent permitted by the law, an Owner shall not and agrees not to commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related damages, or any damages arising therefrom.
- (e) Notwithstanding any other provision in this Declaration, and to the fullest extent permitted by law, the Association shall not and cannot commence or maintain any litigation, arbitration, or other action against the Declarant or any of its officers, directors, members, employees, or agents for any reason, including, but not limited to, alleged construction defects, any related claims, or any damages arising therefrom.
- (f) The Association shall indemnify and defend the Declarant and its officers, directors, members, employees, and agents against any litigation, arbitration, or the assertion of any claim arising out of any alleged construction defect in or related to the Project and/or any damages arising therefrom. By purchasing a Unit, the Owner specifically disclaims and releases the Declarant from any claim, known or unknown, related to any defect in the Project not specifically covered by either an Association Warranty or an Owner Warranty, except only as limited by law. The Association and each Owner acknowledges and agrees that these warranties and whatever coverage they might provide are the sole remedy of the Association related to any alleged or actual construction defects. In case of any claim or litigation asserted related to any construction defect arising in any Unit, the Owner agrees to defend the Declarant (which shall permit the Declarant to select counsel and require the Owner to advance all costs and fees related to any such claim) from any such claim and to indemnify Declarant from any liability arising therefrom.

- (g) Subject only to the provisions in the Owner Warranties and any Association Warranties (if any), the Association and the Owners take ownership and possession of the Units, Common Areas, and Limited Common Areas AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.
- (h) If otherwise allowed by law notwithstanding the terms of this Declaration, or if allowed in this Declaration, prior to the Association making any demand or commencing any mediation, arbitration, or litigation against a Declarant or any subcontractor, other than a claim made solely upon an Association Warranty against a Subcontractor, the Association must have a meeting of the Owners, with proper notice, and have all attorneys, experts, and other persons expected to be involved in the claim present at the meeting. Those people present, including the Management Committee, must permit discussion among the Owners and questions from the Owners and must respond to all reasonable questions of the Owners related to the proposed claims. The notice for the meeting must include the following information: (i) a statement must be made on the first page of such notice in bold, upper case, and not less than 22 point font: "The Association is contemplating serious and potentially time-consuming and expensive litigation against the Declarant of this Project. This litigation could cost you money in the form of increased Assessments and will likely impact the resale value of your Unit and your ability to sell your Unit while this litigation is pending. This litigation could take years to resolve. You should think seriously about this issue and attend the meeting on this issue."; (ii) a budget and detailed breakdown of all costs and legal fees associated with the expected litigation, including a breakdown of any costs and fees to be advanced by any representative of the Association and all those to be paid directly, all of which shall assume the litigation will last three years and require a hearing on the merits; (iii) a detailed explanation of where any money to be paid by the Association will be obtained, including a per Unit breakdown of all costs and fees per year, assuming the litigation will last three years; (iv) a written statement of each Management Committee Member indicating that person's position on the litigation; (v) an opinion from an attorney other than the attorney considered to bring any such action analyzing the law and all relevant facts and providing an opinion on the likelihood of success of any such litigation or arbitration; (vi) all terms of the agreement between the Association and the attorney or law firm prosecuting the action including a copy of any engagement letter, contract, or agreement related to that representation; and (vii) a detailed description of the alleged claims against the Declarant and of all efforts by the Association to resolve those claims prior to commencing any action.

(i)	The existence of procedures and/or requirements in this Section applicable to claims
	against the Declarant or subcontractors that are barred or limited in other provisions of
	this Declaration shall not be construed as permitting any such claims, or as contradictory
	to a prohibition or limit on such claims in other provisions in this Declaration. The
	procedures and requirements to assert a claim (including, but not limited to, the right
	to cure requirements, the meeting and owner approval requirements, the mediation
	requirement, and the arbitration requirements) that is prohibited by this Declaration are
	provided solely in case any such claim is permitted by law notwithstanding the terms of
	this Declaration.

23.5	Land Owners. All persons owning land that is initially or subsequently incorporated into the
	Project, and who sign the Declaration or any amendment thereto, subjecting that land to
	the Declaration and incorporating it into the Project, shall be afforded the same rights,
	protections, and litigation avoidance procedures that are provided for the Declarant in this
	Article 23.

[Signature on the Follow Page]

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

4th & Main, LLC	
By: Mason Dutton Its: Manager	
STATE OF)	
) ss: COUNTY OF)	
the signer of the foregoing DECLARATION OF C	2021, personally appeared before me Mason Duttor COVENANTS, CONDITIONS, AND RESTRICTIONS FOI INC. on behalf of 4th & Main, LLC, and who dul
	Notary Public

## EXHIBIT A

## Allocated Interest

Unit	Unit	Square	Allocated	Initial
No.	Type	Ft.	Interest	Assessment
-	-	-	-	-
_	-	-	ı	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
_	_	-	-	-
_	_	-	-	-
-	-	-	-	-
_	_	-	-	-
-	_	-	-	-
-	-	-	-	-

EXHIBIT B

Bylaws

## EXHIBIT C

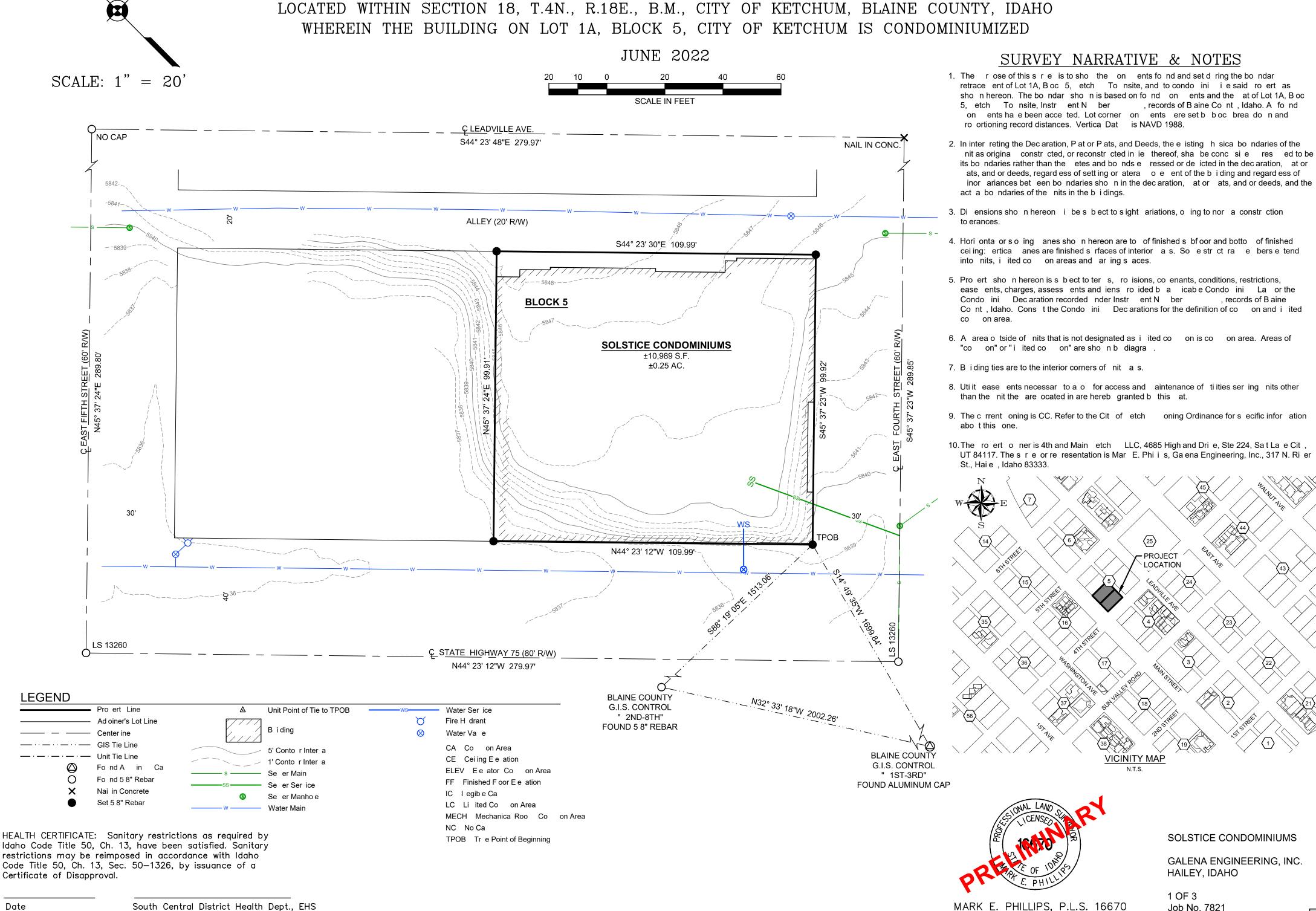
# Description of Property

[Property Description]

# Attachment F Application Materials: Condominium Subdivision Preliminary Plat Plan Set

### A PRELIMINARY PLAT SHOWING

## SOLSTICE CONDOMINIUMS

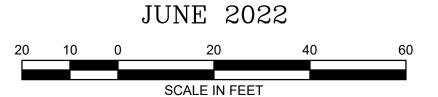


Date

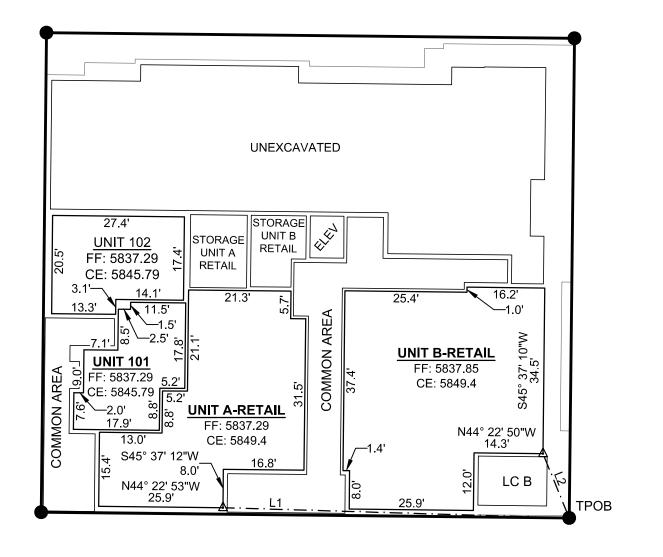
Job No. 7821

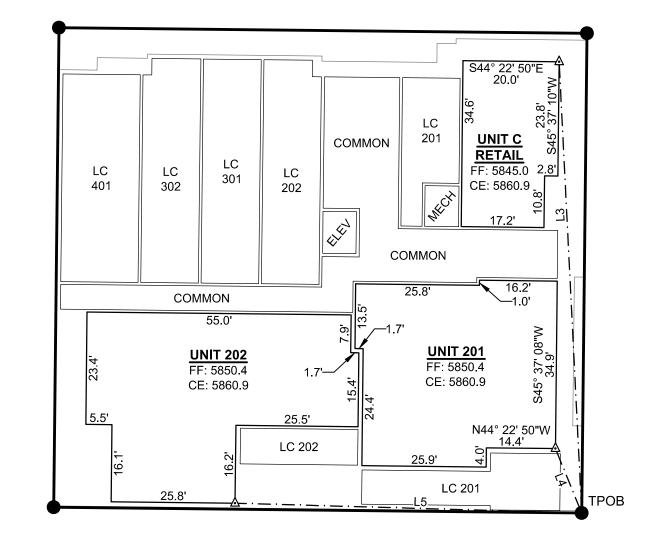
### A PRELIMINARY PLAT SHOWING

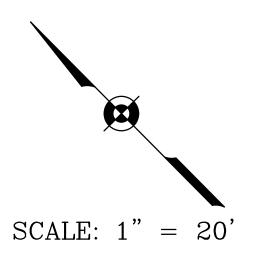
# SOLSTICE CONDOMINIUMS





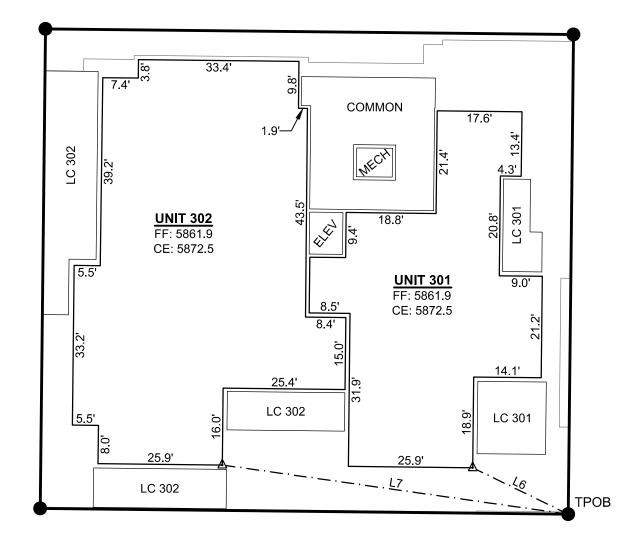


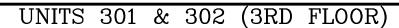


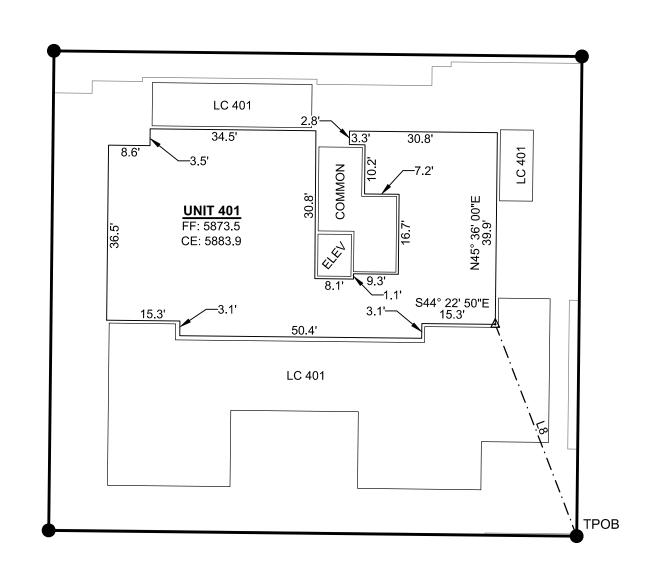


UNITS A-RETAIL AND B-RETAIL (1ST FLOOR)

UNITS 201, 202, & C-RETAIL (2ND FLOOR)







UNIT 401 (4TH FLOOR)



MARK E. PHILLIPS, P.L.S. 16670

SOLSTICE CONDOMINIUMS

GALENA ENGINEERING, INC. HAILEY, IDAHO

2 OF 3 Job No. 7821

NOTE: See Sheet 1 for Legend and Notes.

Attachment G
Staff Report:
Planning and Zoning
Commission
Regular Meeting
of
February 14, 2023



# STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION REGULAR MEETING OF FEBRUARY 14, 2023

**PROJECT:** 4<sup>th</sup> & Main Mixed-Use Development

**APPLICATION TYPE:** Design Review (Application File No. P22-043)

Lot Consolidation—Preliminary Plat (Application File No. P22-043A)

Condominium Subdivision – Preliminary Plat (Application File No. P22-043B)

**PROPERTY OWNER:** Chris Ensign, Managing Member, 4<sup>th</sup> & Main Ketchum LLC

**REPRESENTATIVE:** Peter Paulos, PH Architects (Architect)

**REQUEST:** Final Design Review, Lot Consolidation Preliminary Plat, and Condominium

Subdivision Preliminary Plat applications for the development of a new 24,003-

square-foot, four-story mixed-use building

**LOCATION:** Northeast Corner of Main & 4<sup>th</sup> Street (Ketchum Townsite: Block 5: Lots 1 & 2)

RPK00000050020 & RPK00000050010

**ZONING:** Community Core – Subdistrict 1 – Retail Core (CC-1)

**REVIEWER:** Abby Rivin – Senior Planner

**NOTICE:** A public hearing notice for the project was mailed to all owners of property

within 300 feet of the project site and all political subdivisions on January 25, 2023. The public hearing notice was published in the Idaho Mountain Express on January 25, 2023. A notice was posted on the project site and the city's website on January 30, 2023. The building corners were staked and the story pole was

installed on the project site on February 7, 2023.

### I. EXECUTIVE SUMMARY

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4<sup>th</sup> & Main Mixed-Use Development (the "project"), at the northeast corner of Main and 4<sup>th</sup> streets (the "subject property") located within the Retail Core Subdistrict of the Community Core (See Figure 1 for project location map). The project plans are included as Attachment B to the staff report. The subject property is adjacent to the Wells Fargo Bank building to the west across Main Street, Ginger Sweet and Ozzies Shoes to the east across the alley, the mixed-use development currently under construction to the north at the corner of 5<sup>th</sup> and Main streets, Sturtevants across 4<sup>th</sup> Street to the south, and the Jones building on the opposite corner across Main Street.

As proposed, the project includes 3,446 square feet of retail space on the ground-level with frontage along both Main and 4<sup>th</sup> Streets and 7 multi-family dwelling units as follows:

- One 458-square-foot community housing unit on the ground level,
- One 518-square-foot community housing unit on the ground level,
- One 1,505-square-foot dwelling unit on the second floor,
- One 1,725-square-foot dwelling unit on the second floor,
- One 2,277-square-foot dwelling unit on the third floor,
- One 3,485-square-foot dwelling on the third floor, and
- One 3,039-square-foot dwelling on the fourth floor.

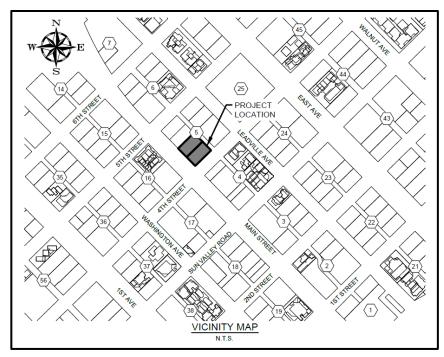


Figure 1: Project Location Map (Preliminary Plat—Sheet 1)

The two community housing units and retail space are exempt from providing parking pursuant to Ketchum Municipal Code §17.125.040.C. Based on the floor areas of each dwelling unit, eight offstreet parking spaces are required to be provided on site pursuant to Ketchum Municipal Code §17.125.040.B. Nine parking spaces are provided on site within five private garages that are accessed from the alley. Four of the garages contain two parking spaces arranged in the tandem configuration.

The project is proposing to take advantage of the Floor Area Ratio (FAR) bonus for community housing, mitigating the additional floor area by dedicating two community housing units as deed-restricted rentals and making a community housing in-lieu fee payment of \$556,200. The proposed FAR for the project is 2.19, which is less than the maximum 2.25 FAR for density bonuses in the Community Core. Staff has provided a zoning analysis, included as Attachment G, that specifies the project's FAR calculations.

The project proposes to construct improvements to the public rights-of-way adjacent to the subject property, including: (a) resurfacing the alley with asphalt, (b) installing a new heated, paver 8-footwide sidewalk along Main Street, (c) installing a new heated, paver 12-foot-wide sidewalk along 4<sup>th</sup> Street, (d) constructing new curb and gutter with drainage facilities, and (e) providing new streetlights. The snowmelt system proposed for the new sidewalks will require a right-of-way encroachment permit approved by the Ketchum City Council. All right-of-way improvements will be reviewed and approved by the City Engineer and Streets Department to ensure compliance with City standards prior to issuance of a building permit for the project.

The standards of Interim Ordinance 1234 do not apply to the project because the Pre-Application was deemed complete and reviewed by the Commission prior to the effective date of the ordinance. Staff has provided an overview of how the project would or would not conform to the interim ordinance as Attachment J. This analysis is provided to reference as information only and does not represent the criteria by which the development should or can be evaluated.

Staff believes the project to complies with all zoning code requirements, design review standards, and subdivision regulations and recommends the Commission approve the project subject to conditions.

### II. BACKGROUND

The Planning and Building Department received the Pre-Application Design Review for the project on December 30, 2021. The City of Ketchum Planning and Zoning Commission (the "Commission") reviewed the Pre-Application on May 10, 2022 and unanimously advanced the project to final Design Review. During their review of the Pre-Application, the Commission discussed: (a) the proposed FAR increase and community housing mitigation, (b) exterior materials, (c) the design of the building corner at the intersection of Main and 4<sup>th</sup> streets, (d) the design of the interior, north-side building wall, and (e) sustainable design elements. Section III of the staff report provides an overview of the comments and feedback provided by the Commission during their review of the Pre-Application.

The Planning and Building Department received the final Design Review, Lot Consolidation Preliminary Plat, and Condominium Subdivision Preliminary Plat applications on July 20, 2022. The applications were reviewed concurrently by planning staff and city departments. Staff review comments were provided to the applicant on August 30, 2022. The applications were deemed complete on November 30, 2022.

### III. CONFORMANCE WITH ZONING AND DESIGN REVIEW STANDARDS

Design Review is required for the development of new mixed-use buildings pursuant to Ketchum Municipal Code §17.96.010.A4. Before granting Design Review approval, the Commission must determine that the application meets two criteria: (1) the project doesn't jeopardize the health, safety, or welfare of the public, and (2) the project conforms to all Design Review standards and zoning regulations (KMC 17.96.050.A).

### Criteria 1: Health, Safety, and Welfare of the Public

The 2014 Comprehensive Plan (the "comprehensive plan") contains the community's vision for Ketchum and sets goals and policies to guide future development. The vision is shaped by 10 core values identified by Ketchum residents as important to consider for all future land use decisions. The community values:

- Enhancing downtown vibrancy.
- Maintaining a healthy and resilient economy that supports local and independent businesses.
- Providing a variety of housing options to support a thriving population of people who live and work in town year-round.
- Maintaining Ketchum's s authentic mountain-town character.

A glossary of terms is provided in Appendix C of the comprehensive plan. The glossary states that the term *community*, "refers to the built environment as well as the people who live, work, and have a stake in the future of Ketchum" (2014 Comprehensive Plan. Appendix C: page C-1). Buildings and the people who live, work, eat, drink, shop, and socialize within them create community. Downtown is Ketchum's gathering place connecting locals, second homeowners, and tourists. These connections create community, and our community defines Ketchum's small-town character and sense of place. The project creates an inviting and engaging streetscape with retail storefronts and new sidewalks along Main and 4<sup>th</sup> streets that will provide new places for social interaction.

Policy H-1.4 of the comprehensive plan states that "housing should be integrated into the downtown core" (page 20), and Policy H-3.1 encourages the siting of housing in new developments near public transportation and retail districts (page 21). The project will provide seven new housing units—future residents will live in walking distance to retail shops, grocery stores, and restaurants in downtown Ketchum. Additionally, the project is located adjacent to Mountain Rides bus stops that can connect residents to the ski bases and other areas of Ketchum.

The comprehensive plan's future land use map designates the future land use for the subject property as retail core. The comprehensive plan states:

The community's primary shopping district is the Retail Core. The Retail Core provides a variety of mixed-use buildings that have ground-floor storefronts. Specialty shops, restaurants, and outdoor seating areas line the sidewalks, creating an active pedestrian-friendly environment. Convenient shopping and dining are served by sidewalks, parking, and bike access. Upper floors include a mix of residential uses and offices (page 69).

The project provides ground-level retail storefronts that create an inviting, engaging, and pedestrian-friendly environment at the corner of Main and 4<sup>th</sup> streets.

### FAR Increase

Policy CD-1.3 of the comprehensive plan states, "Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they occur" (page 26). The project's total FAR is 2.19. The proposed floor area increase above the 1.0 FAR permitted by right is 13,014 square feet. The project is larger in scale and mass than the surrounding built environment but similar in size to newer developments downtown. Table 1 provides the FAR and height of existing buildings in the surrounding neighborhood.

Table 1: Downtown Building Heights and Floor Area Ratios				
Building Name	Property Address	Building Height	Gross FAR	
Silver Creek Outfitters	500 N Main Street	28 feet	0.82	
511 Building	511 N Leadville	40 feet	1.5	
Nails by Sherine (River	491 N Leadville Avenue	16 feet	0.27	
Ranch/Tomason House/Kate Knight's				
Antiques)				
McCotter (Crazy Horse) Building	471 N Leadville Avenue	21 feet	1.37	
Ozzies Shoes & Gingersweet	411 N Leadville Avenue	28 feet	0.54	
Sturtevants (Burger Haus)	380 N Main Street	18 feet	0.59	
Jones Building	371 N Main Street	38 feet	1.64	
Wells Fargo Bank	411 N Main Street	36 feet	0.97	
Idaho Independent Bank	491 N Main Street	40 feet	1.75	
5 <sup>th</sup> & Main Mixed-Use Development	460 N Main Street	42 feet	2.22	
4 <sup>th</sup> & Main Mixed-Use Development	Northeast Corner for Main & 4th	41 feet	2.19	

The project is similar in scale to the adjacent mixed-use development currently under construction at the southeast corner of Main and 5<sup>th</sup> streets. The elevation on Sheet A2.2 and the rendering on Sheet A5.1 (Attachment B) show the project in the context of the neighboring mixed-use development currently under construction at 460 N Main Street (See Figures 2 and 3).



Figure 2: Main Street Elevation (Sheet A2.2)

Both parcels along this block have slopes that rise uphill from Main Street to the alley, but the adjacent lot is approximately 5 feet lower than the subject property. The subject property slopes uphill 8.5 from Main Street to the alley. While their site designs differ, both developments reflect the existing

topography by orienting the ground floors towards Main Street and stepping the upper levels uphill towards the alley. The adjacent development has excavated into the site's sloping grade to provide parking-garage access from 5<sup>th</sup> Street. Instead of excavating into the slope, the 4<sup>th</sup> & Main Mixed-Use Development utilizes the natural grade to provide a retail unit that is accessible from the 4<sup>th</sup> Street sidewalk.



Figure 3: Main Street Rendering (Sheet A5.1)

### Criteria 2: Applicable Standards and Criteria

### Conformance with Zoning Regulations

During city department review, planning staff reviewed the project for conformance with all applicable zoning code requirements including permitted uses, dimensional limitations, signage, parking, development standards, and dark skies.

Staff's comprehensive analysis of the project's conformance with zoning code requirements and dimensional standards is provided in Attachment G. The following analysis highlights key points for the Commission's consideration.

### FAR Increase & Community Housing Mitigation

The permitted FAR in the Community Core Zone is 1.0. New developments may be permitted an increased FAR up to a maximum of 2.25 at the Commission's discretion through Design Review by providing a community housing contribution (KMC §17.124.040.B). The project proposed with the Pre-Application proposed mitigating the additional floor area by paying the community housing in-lieu fee. During their review of the Pre-Application, the Commission discussed: (1) the project's mass and scale and the proposed FAR increase and (2) the in-lieu-fee payment proposed to satisfy the community housing contribution. The Commission recommended the applicant provide community housing units on-site to mitigate the proposed FAR increase. The applicant revised the project plans to include two community housing units on the ground level accessed from a pedestrian pathway that will connect to the new sidewalk along Main Street.

Height dimensions are specified on the building elevations provided on Sheets A2.0 and A2.1 of the project plans (Attachment B). The height of the front façade is 36 feet as measured from the average grade of the front property line along Main Street. The maximum height of the rear façade is 41 feet as measured from the average grade of the rear property line to the top of the fourth-floor roof parapet. The fourth floor is setback 40 feet from the front property line along Main Street, 12 feet from the 4<sup>th</sup> Street building façade, and 11 feet from the north-side and alley-facing facades. The proposed fourth floor must be reviewed and approved by City Council pursuant to Ketchum Municipal Code §17.12.040 Footnote 2.

In addition to the fourth-floor setbacks, projections and recessions of building mass reduce the visual appearance of bulk and flatness. These façade-plane modulations add a human scale to create a more pedestrian-friendly experience. The primary building entrance at the ground-level along Main Street is recessed and setback 8.5 feet from the front property line. The upper levels above the recessed entrance are each setback from the façades below. Figure 4 shows the recessed building entrance and the one- and two-story volumes built to the front property line along Main Street.



Figure 4: Main Street Building-Mass Modulation

Figure 5 shows the approximate heights of the one-, two-, and three-story volumes along 4<sup>th</sup> Street. Most of the building is setback approximately 5 feet from the side property line along 4<sup>th</sup> Street. As the retail unit's glazed façade transitions to the brick-clad entrance to the residential-lobby entrance, the facade steps back an additional 3 feet. A majority of third floor is setback from the second-level façade along 4<sup>th</sup> Street. The 4<sup>th</sup> Street façade includes only one three-story volume that is approximately 22 feet long and 32 feet tall.



Figure 5: 4th Street Building-Mass Volumes & Heights

### Main Street Canopy Lighting

The project's exterior lighting plan proposes to install recessed downlights within the canopy that will extend 4'-7" over the new sidewalk along Main Street. Pursuant to Ketchum Municipal Code §17.132.030.I, canopy lighting must be fully shielded and meet light trespass standards. The Light Trespass and Overlighting Matrix (KMC §17.132.030.B1) sets maximum footcandle limits for the acceptable amount of light trespass from the zone of the light source to the impacted zones. The matrix does not set maximum footcandle limits for light trespass emanating from a CC-Zoned property and impacting a CC-Zoned property. Ketchum Municipal Code §17.132.030.I states that, "All canopy lighting shall be recessed sufficiently as to ensure that no light source is visible from or causes glare on public rights-of-way or adjacent property. The photometric study shows that zero footcandles extend beyond the canopy overhang along Main Street. Staff believes this conforms to the requirements for canopy lighting specified in Ketchum Municipal Code §17.132.030.I. Staff recommends the following condition to ensure that the canopy lighting comply with the city's standards for lighting within the public right-of-way:

Recommended Condition of Approval No. 7: The applicant shall submit a photometric study that shows the footcandles illuminating the sidewalk from both the proposed canopy lights and streetlights for review and approval by the City Engineer to ensure compliance with the city's standards for lighting within the public right-of-way prior to issuance of a building permit for the project.

### Conformance with Design Review Improvements and Standards

During department review, city staff reviewed the project for conformance with all design review standards and required improvements specified in Ketchum Municipal Code §17.96.060 and requirements for developments within the Community Core specified in Ketchum Municipal Code §17.96.070. Additionally, staff reviewed the project for conformance with all city code requirements for right-of-way improvements, including but not limited to sidewalks, streetlights, and drainage. Staff believes that these requirements are either: (a) met, (b) not applicable, or (c) have been addressed by conditions of approval. Please see Attachment H for staff's comprehensive analysis of all design review standards. The following analysis highlights key issues for the Commission's consideration.

### Active Ground Floor

Building Design at Street Corner

During their review of the Pre-Application, the Commission emphasized the importance of providing an active, vibrant, and pedestrian-friendly experience at the corner of Main and 4<sup>th</sup> Streets. Pursuant to Ketchum Municipal Code §17.96.070.B3, "For nonresidential portions of buildings, front facades shall be designed to not obscure views into windows." Activated ground-floors are transparent and permeable connecting the public realm along the sidewalk to the inner uses within the building to create an engaging and pedestrian-friendly environment.

The building corner at the ground level is setback approximately 12 feet from the front property line along Main Street and 14.5 feet from the 4<sup>th</sup> Street side property line. The second-floor building wall matches this setback, and the balcony extends directly over this open area providing weather protection for pedestrians. A structural column supporting the second-floor balcony clad in brick veneer is sited adjacent to the front property line along



Figure 6: Building Corner Rendering (Sheet A5.0)

Main Street and is setback approximately 5 feet from the 4<sup>th</sup> Street side property line (See Figure 3). The third level is setback approximately 15 feet from the second-level façade at the street corner. This erosion of mass at the corner softens the building edge and adds a human scale to provide a more pedestrian-friendly experience.

### Retail Unit Size

During their review of the Pre-Application, the Commission requested that the applicant consider how the retail space could be divided into smaller units to accommodate more local businesses. Sheet A1.0 of the project plans (Attachment B) shows how the two retail units fronting Main Street could be divided into four smaller units. The two retail units, currently proposed to have floor areas of 1,280 and 1,718 square feet, could be divided into four smaller units ranging in size from 512 square feet to 886 square feet. Doors have been added to accommodate access to these potential divisions of the retail space.

### **Exterior Materials**

The project materiality is comprised of brick, metal, wood, and glass. During their review of the Pre-Application, the Commission commented that they appreciated the brick detailing and arched windows as features that celebrate the character-defining elements of Ketchum's historic buildings. Brick detailing provided at the cornices and the arched- and rectangular- window casings provide texture and visual interest that animate the façade. The Commission commented that the use of the solid and durable brick material at the lower levels helps ground the building to the project site, and the horizontal wood siding at the upper levels has a lighter appearance, which helps to relieve the visual appearance of building height. The Commission requested the applicant provide specifications for the brick detailing, which is included on Sheet A6.0 of the project plans (Attachment B).

During their review of the Pre-Application, the Commission commented that they appreciated the exterior material differentiation provided at the interior, north-side wall, but expressed concerns with glass windows and doors that would directly face the adjacent wall of the neighboring mixed-use development currently under construction to the north. As shown on Sheet A2.1 of the project plans, the applicant has reduced the amount of glazing proposed at the north side elevation, while maintaining exterior material differentiation and visual interest in areas where the interior, north-side wall is exposed to public view.

### **Utility Screening**

Pursuant to Ketchum Municipal Code §17.96.070.C2, "Roof and ground mounted mechanical and electrical equipment shall be fully screened from public view. Screening shall be compatible with the overall building design." Idaho Power has provided a letter dated September 30<sup>th</sup>, 2022 stating that: "This project can be served from the planned installation of a three phase 120/208 transformer to be installed 70' north in the public right-of-way and to be shared by the 5<sup>th</sup> and Main Street project currently under construction." The new transformer to serve the project will be installed at the north end of the alley and screened from public view by existing retaining walls.

Sheet C1.1 shows existing electric and gas lines within the alleyway. The electric power and gas service line connections to the project and associated meters are not specified on the project plans. Staff recommends the following condition of approval to ensure that all utilities serving the project are fully screened from public view:

Recommended Condition of Approval No. 3: The electric service line connection to the new transformer at the north end of the alley must be specified on the utility plan submitted with the building permit application. The project plans submitted with the building permit application must specify: (1) the electric service line connection to the new transformer at the north end of the alley, and (2) the location of the electric and gas meters and associated screening. Prior to issuance of a building permit, planning staff will review the proposed siting and screening of the electric and gas meters to ensure compliance with Ketchum Municipal Code §17.96.070.C2.

### Pedestrian Circulation

Pursuant to Ketchum Municipal Code §17.96.060.G3, "Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use."

Existing utilities, including a power box, cable tv riser, and phone riser, are located at the northeast corner of the subject property by the alley. The existing power box is proposed to be removed. Note C14 on Sheet C1.1 states that these utilities will be relocated and that screening will be installed per the landscape plan. The landscape plan shows that the cable tv and phone risers will remain in the existing location. These utility risers obstruct the paver pathway bordering the alley property line. Staff recommends the following condition of approval to remove this obstruction within the pathway bordering the alley:

Condition of Approval No. 5: The existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.

### IV. CONFORMANCE WITH SUBDIVISION STANDARDS

The lot consolidation preliminary plat application will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The condominium subdivision preliminary plat application will subdivide the building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. During city department review, staff reviewed the lot consolidation and condominium subdivision preliminary plat preliminary plat applications for conformance with the procedures for subdivision approval (KMC §16.04.030), subdivision development and design standards (KMC §16.04.040), and condominium requirements (KMC §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of two existing platted lots within the original Ketchum Townsite.
- The standard applies to an action that will be taken at the final plat stage of the process.
- The City Engineer has determined that the standard does not apply.

Staff believes the proposed lot consolidation and condominium preliminary plat applications comply with all applicable subdivision requirements and standards. Staff recommends the following condition be placed on the condominium subdivision preliminary plat application to memorialize the community housing units within the mixed-use building:

Recommended Condition No. 3: Prior to forwarding the preliminary plat application to Ketchum City Council for final review and approval, the Applicant shall designate Units 101 and 102 as community housing units on the preliminary plat and add a plat note to reference the instrument numbers for the associated deed restriction and FAR Exceedance Agreement on the preliminary plat.

### V. STAFF RECOMMENDATION

Staff believes the project, as conditioned, complies with all zoning requirements, design review standards, and subdivision regulations. Staff recommends approval of the applications with the following recommended conditions of approval:

### Design Review: Recommended Conditions of Approval

1. As a voluntary contribution, in exchange for an increase in FAR, a total community housing contribution of 2,212 square feet is required. A FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and

- recorded prior to issuance of a building permit for the project. Payment-in-lieu contributions for community housing are required prior to issuance of a building permit for the project.
- 2. The applicant shall submit final civil drawings prepared by an engineer registered in the State of Idaho to include specifications for the right-of-way, circulation design, utilities, and drainage improvements to be reviewed and approved by the City Engineer, Streets, and Utilities departments prior to issuance of a building permit for the project.
- 3. The electric service line connection to the new transformer at the north end of the alley must be specified on the utility plan submitted with the building permit application. The project plans submitted with the building permit application must specify: (1) the electric service line connection to the new transformer at the north end of the alley, and (2) the location of the electric and gas meters and associated screening. Prior to issuance of a building permit, planning staff will review the proposed siting and screening of the electric and gas meters to ensure compliance with Ketchum Municipal Code §17.96.070.C2
- 4. The project requires a ROW Encroachment Permit for the pavers and snowmelt system proposed to be installed for the new sidewalks along Main and 4<sup>th</sup> streets as well as the canopy extending over the sidewalk along Main Street. The ROW Encroachment Permit shall be review and approved by the Ketchum City Council prior to issuance of a building permit for the project.
- 5. The existing utility risers located at the northeast corner of the subject property by the alley shall be relocated so that the full unobstructed width of the proposed paver pathway bordering the alley will connect to the new pathway that will be installed for the adjacent mixed-use development currently under construction to the north.
- 6. Pursuant to Ketchum Municipal Code §17.127.030.B, separate sign permits shall be required for all new signs prior to installation.
- 7. The applicant shall submit a photometric study that shows the footcandles illuminating the sidewalk from both the proposed canopy lights and streetlights for review and approval by the City Engineer to ensure compliance with the city's standards for lighting within the public right-of-way prior to issuance of a building permit for the project.
- 8. This Design Review approval is based on the plans and information presented and approved at the meeting on the date noted herein. The project plans for all on-site improvements submitted for the building permit must conform to the approved design review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
- 9. All governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Building Code, the 2018 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer shall be met prior to issuance of a Certificate of Occupancy for the project.
- 10. The term of Design Review approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Commission or upon appeal, the date the approval is granted by the Council subject to changes in zoning regulations (KMC §17.96.090). Any extension shall comply with KMC 17.96.090.
- 11. In addition to the requirements set forth in this Design Review approval, this project shall comply with all applicable local, state, and federal laws.

### Lot Consolidation Preliminary Plat: Recommended Conditions of Approval

- 1. The lot consolidation preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
- 2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

### Condominium Subdivision Preliminary Plat: Recommended Conditions of Approval

- 1. The condominium subdivision preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
- 2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
- 3. Prior to forwarding the preliminary plat application to Ketchum City Council for final review and approval, the Applicant shall designate Units 101 and 102 as community housing units on the preliminary plat and add a plat note to reference the instrument numbers for the deed restriction and FAR Exceedance Agreement on the preliminary plat.

### **Recommended Motions**

- 1. "I move to approve Design Review Application File No. P22-043 for the 4<sup>th</sup> & Main Mixed-Use Development subject to conditions 1-11 and direct staff to return with findings of fact."
- 2. "I move to recommend approval of Lot Consolidation Preliminary Plat Application File No. P22-043A to combine lots 1 and 2 within block 5 of Ketchum Townsite to the City Council subject to conditions 1 and 2 and direct staff to return with findings of fact."
- 3. "I move to recommend approval of the Condominium Subdivision Preliminary Plat Application File No. P22-043B to the City Council subject to conditions 1-4 and direct staff to return with findings of fact."

### **ATTACHMENTS:**

- A. Application Materials: Design Review Application & Supplemental Materials
- B. Application Materials: Design Review Plan Set
- C. Application Materials: Lot Consolidation Preliminary Plat Application & Supplemental Materials
- D. Application Materials: Lot Consolidation Preliminary Plat Plan Set
- E. Application Materials: Condominium Subdivision Preliminary Plat Application & Supplemental Materials
- F. Application Materials: Condominium Subdivision Preliminary Plat Plan Set
- G. Zoning and Dimensional Standards Evaluation
- H. Design Review Standards Evaluation
- I. Lot Consolidation Preliminary Plat: Subdivision Standards Analysis
- J. Condominium Subdivision Preliminary Plat: Subdivision Standards Analysis
- K. Interim Ordinance Analysis—Information Only

Attachment H

Lot Consolidation

Preliminary Plat

Application File No. P22-043A:

Draft City Council

Findings of Fact, Conclusions of
Law, and Decision



N RE:	)
	)
4 <sup>th</sup> & Main Mixed-Use Development	) KETCHUM CITY COUNCIL
Lot Consolidation Preliminary Plat	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P22-043A	) DECISION
	)
Date: March 6, 2023	)
	,

**PROJECT:** 4th & Main Mixed-Use Development

**APPLICATION TYPE:** Lot Consolidation Subdivision Preliminary Plat

FILE NUMBER: P22-043A

ASSOCIATED APPLICATIONS: Design Review (File No. P22-043)

Condominium Subdivision Preliminary Plat (File No. P22-043B)

**PROPERTY OWNER:** Chris Ensign, Managing Member, 4<sup>th</sup> & Main Ketchum LLC

**REPRESENTATIVE:** Peter Paulos, PH Architects (Architect)

**LOCATION:** Northeast Corner of Main & 4th Street (Ketchum Townsite: Block 5:

Lots 1 & 2) RPK00000050020 & RPK00000050010

**ZONING:** Retail Core of the Community Core (CC-1)

OVERLAY: None

### **RECORD OF PROCEEDINGS**

The Ketchum Planning and Zoning Commission (the "Commission") considered the 4<sup>th</sup> & Main Mixed-Use Development Lot Consolidation Subdivision Preliminary Plat Application File No. P22-043A during their special meeting on February 14, 2023. The application was considered concurrently with Design Review Application File No. P22-043 and Condominium Subdivision Preliminary Plat Application File No. P22-043B and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission approved the 4<sup>th</sup> & Main Mixed-Use Building Design Review application and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications.

### Public Hearing Notice & Public Comment

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 25, 2023. The public hearing notice was published in the Idaho Mountain Express on January 25, 2023. A notice was posted on the project site and the city's website on January 30, 2023. The building corners were staked and the story pole was installed on the project site on February 7, 2023.

### FINDINGS OF FACT

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the "project"), at the northeast corner of Main and 4th streets (the "subject property") located within the Retail Core Subdistrict of the Community Core.

The lot consolidation preliminary plat application will combine lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City's subdivision regulations. Combined lot 1A will have 110 feet of frontage along Main Street and 100 feet of frontage along 4th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to support new development. Proposed Lot 1A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street and the adjacent property to the north located at 460 N Main Street.

### FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT REQUIREMENTS

	Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Co	omplia	nt			
Yes	No	N/A	City Code	City Standards	
			16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			Findings	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on July 20, 2022.	
$\boxtimes$			16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			Findings	The subdivision application was deemed complete on November 30, 2022.	

4<sup>th</sup> & Main Mixed-Use Development: Lot Consolidation Preliminary Plat Application File No. P22-043A Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023

			16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:  The scale, north point and date.					
			Findings	This standard is met as shown on Sheet 1 of the preliminary plat.					
$\boxtimes$			16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.					
			Findings	As shown on Sheet 1 of the preliminary plat, the plat is titled "Lot 1A, Block 5, Ketchum Townsite" which is not the same as any other subdivision in Blaine County, Idaho.					
$\boxtimes$			16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.					
			Findings	The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.					
$\boxtimes$			16.04.030.J.4	Legal description of the area platted.					
			Findings	The legal description of the area platted is shown on page 1 of the preliminary plat.					
$\boxtimes$			16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.					
			Findings	The preliminary plat shows adjacent lots 3 and 4 located within block 5 of the Ketchum Townsite.					
			16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.					
			Findings	Existing site conditions, including topography, are included on the project plans submitted with Design Review Application File No. P22-043.					
$\boxtimes$								16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 5 alley. The property does not contain any public or private easements. The property is currently vacant.					
$\boxtimes$			16.04.030.J.8	Boundary description and the area of the tract.					
			Findings	Sheet 1 provides the boundary description of the area. The total area of Lot 1A is 10,989 as noted on the preliminary plat map.					
$\boxtimes$			16.04.030.J.9	Existing zoning of the tract.					
			Findings	Plat note #2 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.					
$\boxtimes$			16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.					

 $<sup>4^{</sup>th}$  & Main Mixed-Use Development: Lot Consolidation Preliminary Plat Application File No. P22-043A Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023 City of Ketchum Planning & Building Department

		Findings	The preliminary plat shows the location and property lines for consolidated Lot 1A. No new streets or blocks are being proposed with this application.
	$\boxtimes$	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
		Findings	This standard is not applicable as there is no requirement or proposal for land dedicated to public use. The condominium subdivision preliminary plat for the project shows the land that will be dedicated for common use of all future property owners.
		16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
		Findings	This standard does not apply as this preliminary plat proposes to consolidate two existing lots within the original Ketchum Townsite. No utility, drainage, or right-of-way improvements are proposed or required for the lot consolidation preliminary plat application. Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project.
	$\boxtimes$	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.  This standard does not apply as no new streets are proposed.
		Findings 16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
		Findings	This standard does not apply as no new drainage canals or structures are proposed.
	$\boxtimes$	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
		Findings	This standard does not apply as no additional tests are required.
	$\boxtimes$	16.04.030.J.16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
		Findings	This standard does not apply to the subdivision application for the lot consolidation. The applicant has provided a draft copy of the articles of incorporation, bylaws, and declarations with the condominium subdivision preliminary plat application submittal.

<sup>4&</sup>lt;sup>th</sup> & Main Mixed-Use Development: Lot Consolidation Preliminary Plat Application File No. P22-043A Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023

			<del>-</del>
$\boxtimes$		16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
		Findings	Sheet 1 of the preliminary plat includes a vicinity map.
	$\boxtimes$	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
		Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.
		16.04.030.J.19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
		Findings	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
$\boxtimes$		16.04.030.J.20	Lot area of each lot.
		Findings	Sheet 1 of the preliminary plat shows the area of Lot 1A.
$\boxtimes$		16.04.030.J.21	Existing mature trees and established shrub masses.
		Findings	The project plans submitted with Design Review Application File No. P22- 043 specify that two existing deciduous trees on the property will be removed.
		16.04.030.J.22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
		Findings	The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed recorded at Instrument Number 692375 with the preliminary plat application.
$\boxtimes$		16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
		Findings	The City of Ketchum received digital copies of the preliminary plat at the time of application.

<sup>4&</sup>lt;sup>th</sup> & Main Mixed-Use Development: Lot Consolidation Preliminary Plat Application File No. P22-043A Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023

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### FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

	Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
CC	Compliant		TVISION DEVELOPIN	icht & Besign Standards (Retendin Wallicipal Code 310.04.040)	
Yes			City Code	City Standards	
			16.04.040.A	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. 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.	
			Findings	This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No improvements are proposed or required for the lot consolidation.	
			16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, 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.	
			Findings	This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.	
			16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for	

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	Findings	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.  This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.
	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
	Findings	This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.
	16.04.040.E  Findings	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:  1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.  The applicant shall meet the required monumentation standards prior to recordation of the final plat.
	16.04.040.F	Lot Requirements:  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.

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	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:
	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.
	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.
	3. Corner lots 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.
	4. Side lot lines shall be within twenty degrees (20°) to a right angle or
	radial line to the street line.
	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.
	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.
Findings	Standard #1 has been met as the size, width, depth, shape, and
	orientation of Lot 1A comply with the dimensional standards required in
	the Community Core Zone. Pursuant to Ketchum Municipal Code
	§17.12.040, lots in the Community Core Zone must have a minimum size
	of 5,500 square feet and minimum width of 55 feet average. Lot 1A is

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		10,989 square feet and is 110 feet wide, which exceed the minimum dimensional requirements for lots located in the Community Core. Standard #2 is not applicable is not located in the floodplain and does not contain land with slopes of 25%. Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.
	16.04.040.G	<ul> <li>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: <ol> <li>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>Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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>Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol> </li> <li>N/A. This standard is not applicable as this project proposes to combine</li> </ul>
		two existing lots within the original Ketchum Townsite. This application does not create a new block.
	16.04.040.H	Street Improvement Requirements:  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;  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;  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;

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- 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
- 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;
- 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;
- 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;
- 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;
- 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
- 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;
- 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
- 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
- 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 commission before
	submitting same to council for preliminary plat approval;
	14. Street alignment design shall follow natural terrain contours to result
	in safe streets, usable lots, and minimum cuts and fills;
	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;
	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;
	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;
	18. Street lighting may be required by the commission or council where
	appropriate and shall be installed by the subdivider as a requirement
	improvement;
	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;
	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;
	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;
	22. Sidewalks, curbs and gutters may be a required improvement installed
	by the subdivider; and
	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
Fig. P	way unless approved by the city council.
Findings	This standard is not applicable as this application proposes to combine
	two existing lots within the Ketchum Townsite. This proposal does not
	create a new street, private road, or bridge.

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16.04.040.I  Findings	Alley Improvement Requirements: Alleys shall be provided in business, 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 prohibited. 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.  This standard is not applicable as this project combines two lots within the
	Ketchum Townsite. The applicant has proposed improving the existing block 5 alleyway to City standards. These improvements are shown on the
16.04.040.J	Required Easements: 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.  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.  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.  3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.  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.

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	Findings	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. 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.  This standard is not applicable as no easements are proposed or required
	Tindings	for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not
		border a watercourse, drainageway, channel, or stream.
	16.04.040.K	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.
	Findings	This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Sewer system improvements are not required for this lot consolidation.
	16.04.040.L	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

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	Findings	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.  This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Water system improvements are not required for this lot consolidation.
	16.04.040.M	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.
	Findings	This standard is not applicable as this project proposes to combine two existing lots within the Ketchum Townsite. Planting strip improvements are not required for this project.
	16.04.040.N	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.  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:  a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.

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 <u>,                                      </u>	
	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.
	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.
	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.
	6. Where cuts, fills, or other excavations are necessary, the following
	development standards shall apply:
	a. Fill areas shall be prepared by removing all organic material
	detrimental to proper compaction for soil stability.
	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).
	c. Cut slopes shall be no steeper than two horizontal to one
	vertical (2:1). Subsurface drainage shall be provided as necessary
	for stability.
	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.
	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.
Findings	This standard is not applicable as this project proposes to combine two
	existing lots within the original Ketchum Townsite. No grading
	improvements are proposed or required for the lot consolidation. The
	grading improvements are shown the project plans submitted with Design
	Review Application File No. P22-043.

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	16.04.040.0	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
	Findings	This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No drainage improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.
	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
	Findings	This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No utility improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.
	16.04.040.Q	Off Site Improvements: Where the offsite 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.
	Findings	This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Off-site improvements are not required or proposed with this project.

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	16.04.040.R	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.
	Findings	N/A as this property is not located within the Avalanche Zone or Mountain Overlay.
	16.04.040.S	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.
	Findings	This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. The project plans submitted with Design Review Application File No. P22-043 indicate that two existing deciduous trees will be removed from the site.

### **CONCLUSIONS OF LAW**

- 1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Lot Consolidation Subdivision Preliminary Plat application for the development and use of the project site.
- 2. The City Council has authority to review and approve the applicant's Lot Consolidation Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
- 4. The Lot Consolidation Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
- 5. The 4<sup>th</sup> & Main Mixed-Use Development Lot Consolidation Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### **DECISION**

**THEREFORE,** the City Council **approves** this Lot Consolidation Preliminary Plat Application File No. P22-043A this Monday, March 6, 2023 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

- 1. The lot consolidation preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
- 2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 6<sup>th</sup> day of March 2023.

Neil Bradshaw, Mayor City of Ketchum

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# Attachment I Condominium Subdivision Preliminary Plat Application File No. P22-043B: Draft City Council Findings of Fact, Conclusions of Law, and Decision



IN RE:	)
	)
4 <sup>th</sup> & Main Mixed-Use Development	) KETCHUM CITY COUNCIL
Condominium Subdivision Preliminary Plat	) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P22-043B	) DECISION
	)
Date: March 6, 2023	1

**PROJECT:** 4th & Main Mixed-Use Development

**APPLICATION TYPE:** Condominium Subdivision Preliminary Plat

FILE NUMBER: P22-043B

ASSOCIATED APPLICATIONS: Design Review (File No. P22-043)

Lot Consolidation Preliminary Plat (File No. P22-043A)

**PROPERTY OWNER:** Chris Ensign, Managing Member, 4<sup>th</sup> & Main Ketchum LLC

**REPRESENTATIVE:** Peter Paulos, PH Architects (Architect)

**LOCATION:** Northeast Corner of Main & 4th Street (Ketchum Townsite: Block 5:

Lots 1 & 2) RPK00000050020 & RPK00000050010

**ZONING:** Retail Core of the Community Core (CC-1)

OVERLAY: None

### RECORD OF PROCEEDINGS

The Ketchum Planning and Zoning Commission (the "Commission") considered the 4<sup>th</sup> & Main Mixed-Use Development Condominium Subdivision Preliminary Plat Application File No. P22-043B during their special meeting on February 14, 2023. The application was considered concurrently with Design Review Application File No. P22-043 and Lot Consolidation Preliminary Plat Application File No. P22-043A and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission approved the 4<sup>th</sup> & Main Mixed-Use Building Design Review application and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications.

## Public Hearing Notice & Public Comment

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on January 25, 2023. The public hearing notice was published in the Idaho Mountain Express on January 25, 2023. A notice was posted on the project site and the city's website on January 30, 2023. The building corners were staked and the story pole was installed on the project site on February 7, 2023.

### **FINDINGS OF FACT**

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the "project"), at the northeast corner of Main and 4th streets (the "subject property") located within the Retail Core Subdistrict of the Community Core.

The condominium subdivision preliminary plat application will subdivide the building into three commercial condominium units, two community housing condominium units, five multi-family dwelling condominium units, common area, and limited common area. The condominium preliminary plat application complies with all applicable subdivision requirements and standards.

### FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT REQUIREMENTS

	Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)					
Compliant		nt				
Yes	No	N/A	City Code	City Standards		
$\boxtimes$			16.04.030.C.1	The subdivider shall file with the administrator copies of the completed		
				subdivision application form and preliminary plat data as required by this chapter.		
			Findings	The City of Ketchum Planning and Building Department received the		
				subdivision application and all applicable application materials on July 20,		
				2022.		
$\boxtimes$			16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all		
				application forms, title insurance report, deeds, maps, and other		
				documents reasonably required, shall constitute a complete subdivision		
				application.		
			Findings	The subdivision application was deemed complete on November 30, 2022.		
$\boxtimes$			16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch		
				equals one hundred feet (1" = 100') and shall show the following:		
				The scale, north point and date.		
			Findings	This standard is met as shown on Sheet 1 of the preliminary plat.		

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$\boxtimes$		16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
		Findings	As shown on Sheet 1 of the preliminary plat, the plat is titled "Solstice Condominiums" which is not the same as any other subdivision in Blaine
$\boxtimes$		16.04.030.J.3	County, Idaho.  The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
		Findings	The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.
$\boxtimes$		16.04.030.J.4	Legal description of the area platted.
		Findings	The legal description of the area platted is shown on page 1 of the preliminary plat.
$\boxtimes$		16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
		Findings	The preliminary plat shows adjacent lots 3 and 4 located within block 5 of the Ketchum Townsite.
		16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
		Findings	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
$\boxtimes$		16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
		Findings	Sheet 1 of the preliminary plat shows the location of the adjacent streets and block 5 alley. The property does not contain any public or private easements. The property is currently vacant.
$\boxtimes$		16.04.030.J.8	Boundary description and the area of the tract.
		Findings	Sheet 1 provides the boundary description of the area. The total area of parent Lot 1A is 10,989 as noted on the preliminary plat map.
$\boxtimes$		16.04.030.J.9	Existing zoning of the tract.
		Findings	Plat note #9 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property.
		16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
		Findings	The preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.

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$\boxtimes$		16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
		Findings	The plat shows all common area elements within the condominium subdivision. Plat note #6 states, "All areas outside of units that is not designated as limited common is common area."
		16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
		Findings	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains. Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project.
	$\boxtimes$	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
		Findings	This standard does not apply as no new streets are proposed.
		16.04.030.J.14  Findings	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.  This standard does not apply as no new drainage canals or structures are
			proposed.
	$\boxtimes$	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
		Findings	This standard does not apply as no additional tests are required.
$\boxtimes$		16.04.030.J.16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
		Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
$\boxtimes$		16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
		Findings	Sheet 1 of the preliminary plat includes a vicinity map.
	$\boxtimes$	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
		Findings	The subject property is not within a floodplain, floodway, or avalanche zone district.

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		16.04.030.J.19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
		Findings	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
$\boxtimes$		16.04.030.J.20	Lot area of each lot.
		Findings	The preliminary plat shows the area of the overall lot and the area of each condominium unit.
$\boxtimes$		16.04.030.J.21	Existing mature trees and established shrub masses.
		Findings	The project plans submitted with Design Review Application File No. P22- 043 specify that two existing deciduous trees on the property will be removed.
		16.04.030.J.22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
		Findings	The applicant submitted a title commitment issued by Stewart Title Guarantee Company, and a warranty deed recorded at Instrument Number 692375 with the preliminary plat application.
		16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
		Findings	The City of Ketchum received digital copies of the preliminary plat at the time of application.

# FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Со	Compliant			
Yes	No	N/A	City Code	City Standards
			16.04.040.A	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. Existing natural features which enhance the attractiveness of the subdivision and community, such

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			as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
		Findings	Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility, drainage, or right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.
		16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, 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.
		Findings	This standard is not applicable to the preliminary plat application.
		16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.  This standard is not applicable to the preliminary plat application.
	$\boxtimes$	<i>Findings</i> 16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any
	لاست		improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall

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	Findings	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.  This standard is not applicable to the preliminary plat application.
	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:  1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
	Findings	The applicant shall meet the required monumentation standards prior to recordation of the final plat.
	16.04.040.F	Lot Requirements:  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.  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

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		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:  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.  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.  3. Corner lots 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.  4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.  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.  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.
	Findings	This standard is not applicable as no new lots are created with the condominium subdivision. The development parcel, Lot 1A, is created by Lot Consolidation Subdivision Preliminary Plat Application File No. P22-043A.
	16.04.040.G	<ul> <li>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: <ol> <li>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>Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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> </ol> </li> </ul>

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		4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
	Findings	This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision preliminary plat.
	16.04.040.H	Street Improvement Requirements:  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;  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;  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;  4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;  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;  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 and is necessary for the development of the subdivision or the future development of the adjacent property.  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

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- 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;
- 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
- 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;
- 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
- 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
- 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 commission before submitting same to council for preliminary plat approval;
- 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
- 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;
- 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;
- 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;
- 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;
- 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;

		Findings	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; 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; 22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and 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.  Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed right-of-
			way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.
		16.04.040.1	Alley Improvement Requirements: Alleys shall be provided in business, 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 prohibited. 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.
		Findings	Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed right-of-way improvements proposed for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.
	$\boxtimes$	16.04.040.J	Required Easements: 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.

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	Findings	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.  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.  3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.  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.  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
	Findings	for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not
		border a watercourse, drainage way, channel, or stream.
	16.04.040.K	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.

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		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.
	Findings	Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.
	16.04.040.L	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.
	Findings	Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.
	16.04.040.M	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,

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	Findings	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.  This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
	16.04.040.N	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.  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:  a. Proposed contours at a maximum of five foot (5') contour intervals.  b. Cut and fill banks in pad elevations.  c. Drainage patterns.  d. Areas where trees and/or natural vegetation will be preserved.  e. Location of all street and utility improvements including driveways to building envelopes.  f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.  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.  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.  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

 $<sup>4^{</sup>th}$  & Main Mixed-Use Development: Condominium Subdivision Preliminary Plat Application File No. P22-043B Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023 City of Ketchum Planning & Building Department

				revegetation has been installed and established, the subdivider shall
				maintain and protect all disturbed surfaces from erosion.
				6. Where cuts, fills, or other excavations are necessary, the following
				development standards shall apply:
				a. Fill areas shall be prepared by removing all organic material
				detrimental to proper compaction for soil stability.
				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).
				c. Cut slopes shall be no steeper than two horizontal to one
				vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
				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.
				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.
			Findings	This standard does not apply as this application does not create a new
				subdivision. There are no incompatible uses adjacent to the proposed
				condominium subdivision.
$\boxtimes$			16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary
				plat application such maps, profiles, and other data prepared by an
				engineer to indicate the proper drainage of the surface water to natural
				drainage courses or storm drains, existing or proposed. The location and
				width of the natural drainage courses shall be shown as an easement
				common to all owners within the subdivision and the city on the
				preliminary and final plat. All natural drainage courses shall be left
				undisturbed or be improved in a manner that will increase the operating
				efficiency of the channel without overloading its capacity. An adequate
				storm and surface drainage system shall be a required improvement in all
				subdivisions and shall be installed by the subdivider. Culverts shall be
				required where all water or drainage courses intersect with streets,
<u> </u>	1	1	1	

 $<sup>4^{</sup>th}$  & Main Mixed-Use Development: Condominium Subdivision Preliminary Plat Application File No. P22-043B Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023 City of Ketchum Planning & Building Department

			driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
		Findings	Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed drainage improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.
□ □ 16.04.040.P Util incl services subsubsubsuch		16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
		Findings	Sheets CO.1, CO.2, CO.9, and C1.0 of the project plans submitted with Design Review Application File No. P22-043 show the proposed utility improvements for the project. The construction design plans will be submitted with the building permit application for the mixed-use development for review and approval by City Departments, including the City Engineer.
		16.04.040.Q  Findings	Off Site Improvements: Where the offsite 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.  The proposed condominium development does not create substantial
		16.04.040.R	additional traffic; therefore, no off-site improvements are required.  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.
		Findings	N/A as this property is not located within the Avalanche Zone or Mountain Overlay.
	$\boxtimes$	16.04.040.S	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.

<sup>4&</sup>lt;sup>th</sup> & Main Mixed-Use Development: Condominium Subdivision Preliminary Plat Application File No. P22-043B Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023 City of Ketchum Planning & Building Department

	Findings The project plans submitted with Design Review Application File No	
		043 indicate that two existing deciduous trees will be removed from the
		site.

# FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM PLAT REQUIREMENTS

		1 111		t Requirements (Ketchum Municipal Code §16.04.070)	
С	ompliar	nt		,	
Yes	No	N/A	City Code	Standards	
$\boxtimes$			16.04.070.B	The subdivider of the condominium project shall submit with the	
				preliminary plat application a copy of the proposed bylaws and	
				condominium declarations of the proposed condominium development.	
				Said documents shall adequately provide for the control and maintenance	
				of all common areas, recreational facilities and open space.	
			Findings	The applicant provided a draft copy of the articles of incorporation,	
				bylaws, and declarations with the application submittal.	
$\boxtimes$			16.04.070.D	All garages shall be designated on the preliminary and final plats and on	
				all deeds as part of the particular condominium units. No garage may be	
				condominiumized or sold separate from a condominium unit.	
			Findings	As shown on Sheet 2 of the preliminary plat, the garage units are	
				designated as limited common elements and specifically referenced to a	
				unit number.	
$\boxtimes$			16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers,	
				as well as adequate interior storage space for personal property of the	
				resident of each condominium unit.	
			Findings	As shown on Sheet 2 of the preliminary plat, the unit sizes facilitate the	
				storage of personal property within the units.	
$\boxtimes$			16.04.070.F	A maintenance building or room shall be provided of adequate size and	
				location for the type and size of the condominium project for storage of	
				maintenance equipment and supplies for common areas.	
			Findings	The storage of maintenance equipment and supplies is accommodated in	
				the common area shown on the second floor.	
$\boxtimes$			16.04.070.G	The subdivider shall dedicate to the common use of the homeowners	
				adequate open space of such shape and area usable and convenient to	
				the residents of the condominium subdivision. Location of building sites	
				and common area shall maximize privacy and solar access.	
			Findings	Condominium units 201, 202, 301, 302, and 401 have access to private	
				balconies and decks. The building also provides common area along the	
		1		street frontage for use by building residents and the public.	
$\boxtimes$			16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and	
				regulations of the city and all other governmental entities having	
				jurisdiction shall be complied with by condominium subdivisions.	

 $<sup>4^{</sup>th}$  & Main Mixed-Use Development: Condominium Subdivision Preliminary Plat Application File No. P22-043B Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of March 6, 2023 City of Ketchum Planning & Building Department

	Findings	The project has been reviewed for compliance with all other section of the
		subdivision standards. The project is in compliance as discussed above.

### **CONCLUSIONS OF LAW**

- 1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Condominium Subdivision Preliminary Plat application for the development and use of the project site.
- 2. The City Council has authority to review and approve the applicant's Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
- 4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
- 5. The 4<sup>th</sup> & Main Mixed-Use Development Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE,** the City Council **approves** this Condominium Subdivision Preliminary Plat Application File No. P22-043B this Tuesday, March 6, 2023 subject to the following conditions of approval.

### CONDITIONS OF APPROVAL

- 1. The condominium subdivision preliminary plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
- 2. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
- 3. The final plat shall designate Units 101 and 102 as community housing and include a plat note to reference the instrument numbers for the deed restriction and FAR Exceedance Agreement.

Findings of Fact adopte	<b>d</b> this 6 <sup>th</sup>	day of March	2023.
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Neil Bradshaw, Mayor City of Ketchum

# Attachment J Draft 4th & Main Mixed-Use Development FAR Exceedance Agreement 22818

# FAR EXCEEDANCE AGREEMENT #22818

### Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 W 5 <sup>th</sup> Street, Ketchum, Idaho 83340
4 <sup>th</sup> & Main Ketchum LLC	"Owner"	4685 Highland Drive, Suite 224, Salt Lake
		City, Utah 84117

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and 4<sup>th</sup> & Main Ketchum LLC, a limited liability corporation, the owner of the development project.

### **RECITALS**

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

4<sup>th</sup> & Main Mixed-Use Development FAR Exceedance Agreement - 1 Contract #22818

- 2. Waiver and Release of Claims. Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
- 3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
- 4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
- 5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
- Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
- 7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
- 8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
- 9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
- 10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

- 11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS DAY OF MARCH 2023.			
Developer	City of Ketchum, Idaho		
Chris Ensign  Managing Member  4 <sup>th</sup> & Main Ketchum LLC	Neil Bradshaw, Mayor		
	Attest:		
	Trent Donat City Clerk		

STATE OF IDAHO,	) ) ss.	
County of Blaine.	) 33.	
and for said State, p	ersonally appeared Chr ne person who executed	. 2023, before me, the undersigned Notary Public in is Ensign, known to me to be a member of 4 <sup>th</sup> & Main d the foregoing instrument and acknowledged to me
IN WITNESS and year first above		unto set my hand and affixed my official seal the day
		Notary Public for
		Residing at
		Commission expires
STATE OF IDAHO County of Blaine	) ) ss. )	
for said State, perso the CITY OF KETCHU	nally appeared Neil Bra M, IDAHO, and the pers	23, before me, the undersigned Notary Public in and dshaw, known or identified to me to be the Mayor of son who executed the foregoing instrument on behalf dged to me that said municipal corporation executed
IN WITNESS certificate first abov		unto set my hand and seal the day and year in this
		Notary Public for
		Residing at
		Commission expires

# 17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in <a href="https://chapter.17.08">chapter 17.08</a> of this title may exceed the floor area listed in the table below subject to section <a href="https://chapter.17.124.050">17.124.050</a> of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
Т	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
СС	1.0	2.25

# B. Inclusionary Housing Incentive:

- 1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
- 2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
  - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
  - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
  - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit \_\_\_\_

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
- e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
- f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
  - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
  - (2) Payment of an in lieu fee; or
  - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
- g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
  - (1) Land conveyance to the city;
  - (2) Existing housing unit buy down or mortgage buy down; or
  - (3) Other proposals and options as approved by the city council.
- 3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

### **EXHIBIT B**

### **EXCEEDANCE AGREEMENT COMPLIANCE**

**PROJECT:** 4<sup>th</sup> & Main Mixed-Use Development

**APPLICATION TYPE:** Design Review (Application File No. P22-043)

Lot Consolidation—Preliminary Plat (Application File No. P22-043A) Condominium Subdivision – Preliminary Plat (Application File No. P22-

043B)

PROPERTY OWNER: Chris Ensign, Managing Member, 4<sup>th</sup> & Main Ketchum LLC

**REPRESENTATIVE:** Peter Paulos, PH Architects (Architect)

**REQUEST:** Final Design Review, Lot Consolidation Preliminary Plat, and Condominium

Subdivision Preliminary Plat applications for the development of a new

24,003-square-foot, four-story mixed-use building

LOCATION: Northeast Corner of Main & 4<sup>th</sup> Street (Ketchum Townsite: Block 5: Lots 1

& 2) RPK00000050020 & RPK00000050010

**ZONING:** Community Core – Subdistrict 1 – Retail Core (CC-1)

### **BACKGROUND:**

- 1. The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4<sup>th</sup> & Main Mixed-Use Development (the "project"), at the northeast corner of Main and 4<sup>th</sup> streets (the "subject property"). As proposed, the project includes 3,446 square feet of retail space on the ground-level with frontage along both Main and 4th Streets and 7 multi-family dwelling units.
- 2. The subject property is located within the Retail Core Subdistrict of the Community Core ("CC-1 Zone"). Multi-family dwelling units and retail are permitted uses in the CC-1 Zone.
- 3. The subject property has an area of 10,989 square feet.
- 4. The proposed floor area of the project is 24,003 gross square feet.
- 5. The mixed-use building has a proposed Floor Area Ratio (FAR) of 2.19 (24,003 gross square feet/10,989 square feet lot area).

- 6. The Ketchum Planning and Zoning Commission approved the 4<sup>th</sup> & Main Mixed-Use Development Design Review Application File No. P22-043 on February 14, 2023.
- 7. Pursuant to Condition of Approval No. 1 of Design Review Permit P22-043, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution shall be signed and recorded prior to issuance of a building permit for the project.
- 8. Pursuant to Condition of Approval No. 10 of Design Review Permit P22-043, the project plans for all on-site improvements submitted for the building permit must conform to the approved design review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

### **EXCEEDANCE ANALYSIS**

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Subdistrict 1 (CC-1)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Proposed Gross Floor Area: 24,003 gross square feet

Lot Area: 10,989 square feet

FAR Proposed: 2.19 (24,003 gross square feet/10,989 square feet lot area)

Increase Above Permitted FAR: 13,014 square feet

20% of Increase: 2,603 square feet

Net Livable (15% Reduction): 2,212 square feet community housing required.

Proposed Community Housing: 976 square feet

Remaining Community Housing Required: 1,236 square feet

Community Housing In-Lieu Fee: \$556,200 (1,236 square feet x \$450/square foot)

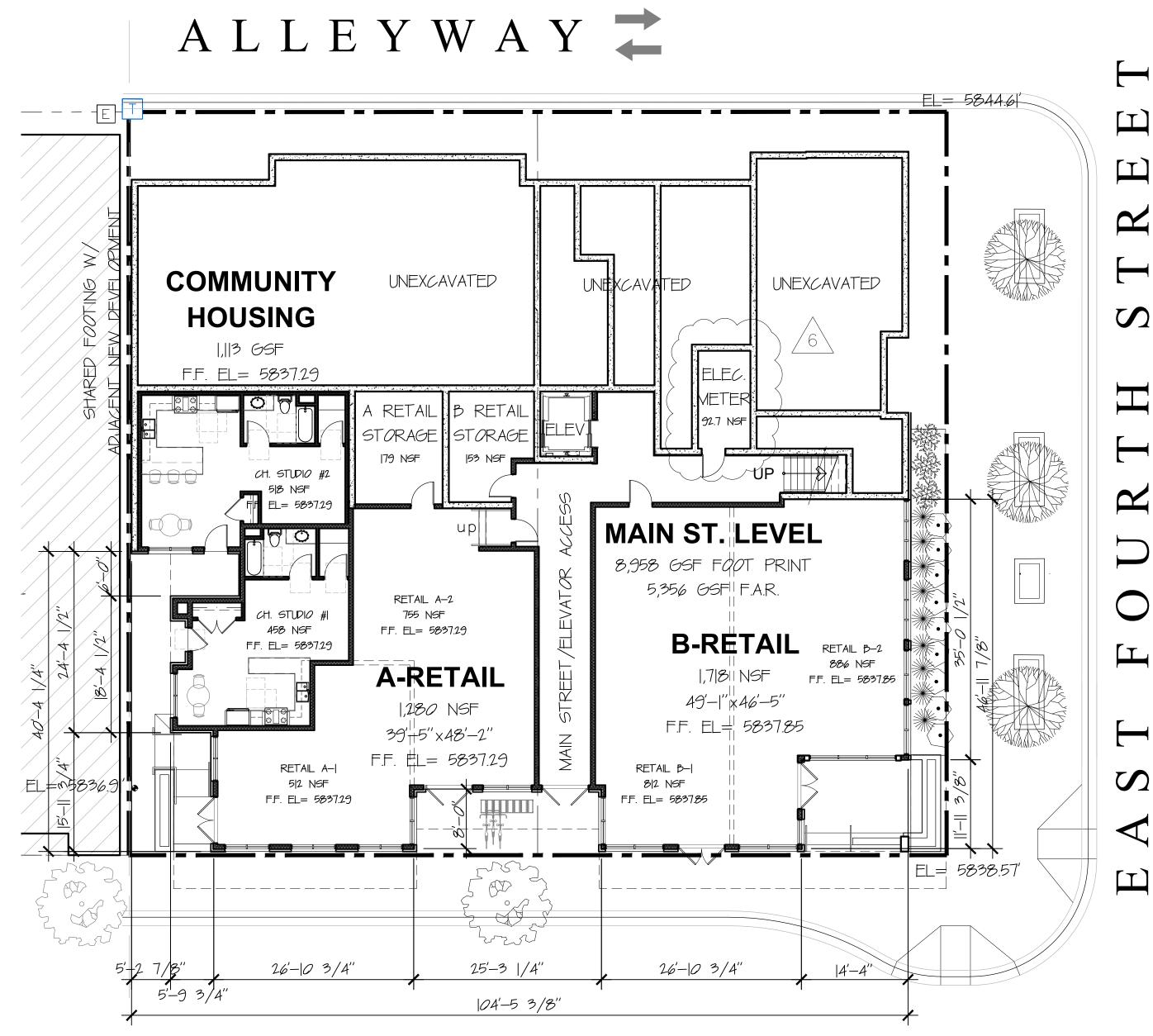
As shown on Sheet A1.0 of the project plans, the applicant has proposed providing two community housing studio apartments on the ground-level of the mixed-use building. The community housing units will be dedicated as deed-restricted rentals. The remainder of the community housing contribution will be satisfied by making a community in-lieu fee payment of \$556,200.

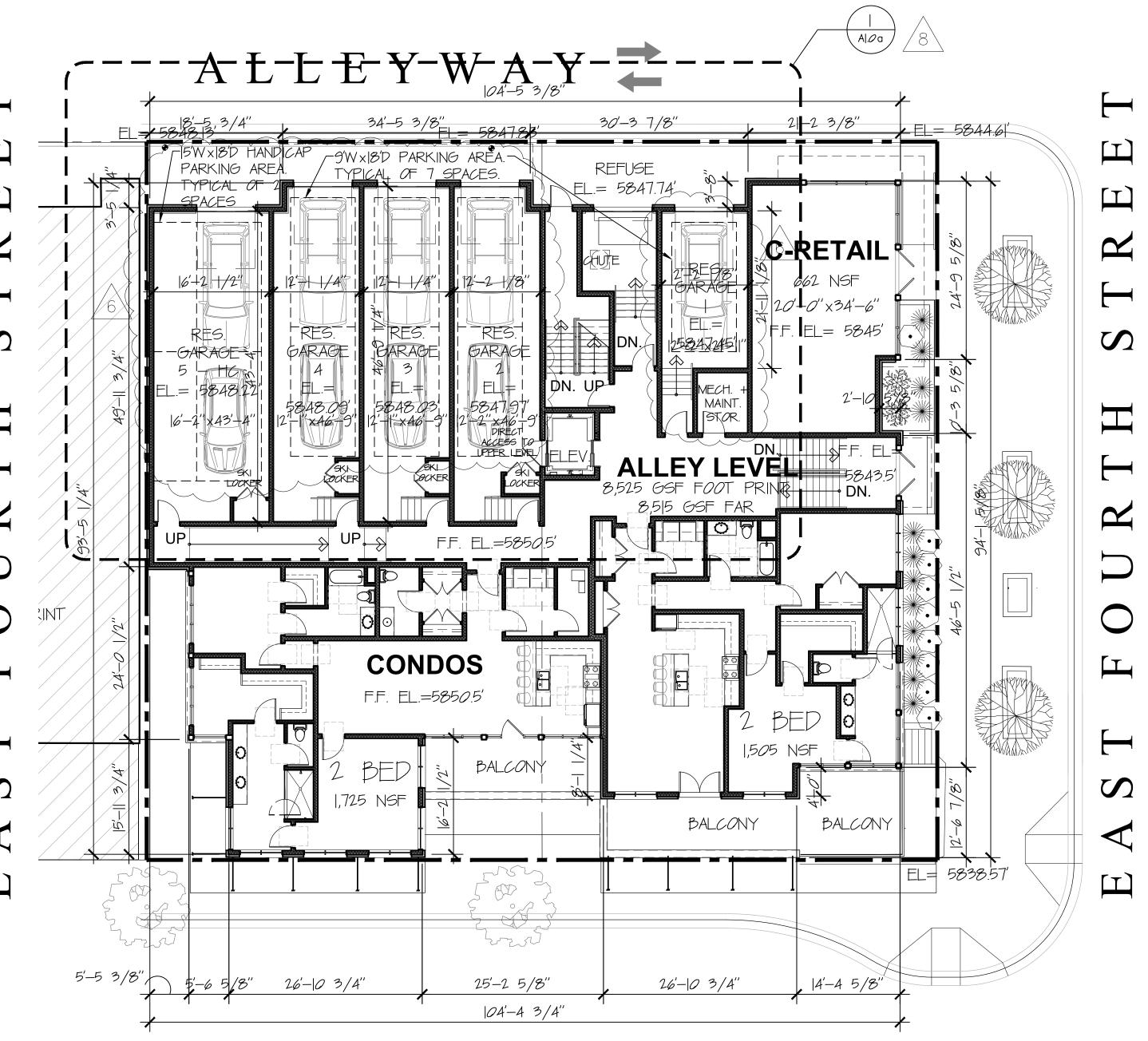
### 4th & MAIN MIXED-USE DEVELOPMENT: COMMUNITY HOUSING CONTRIBUTION

The following conditions apply to the community housing contribution for the 4<sup>th</sup> & Main Mixed-Use Development:

- 1. Provide two community housing studio units for rent on the ground floor of the mixed-use building. The total floor area of the community housing units is 976 square feet.
- 2. Target subject community housing unit rental for Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenants chosen to occupy the community housing units shall be selected from the BCHA database of qualified households.

- 3. The community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.
- 4. The deed covenant for the community housing units shall be recorded prior to Certificate of Occupancy for the mixed-use building and notated on the condominium subdivision final plat.
- 5. The applicant shall provide a community housing in-lieu fee payment in the amount of \$556,200. Fee payment is due at the time of building permit application.
- 6. If the total gross square footage of the project changes through building permit application review, a revised fee in-lieu may be calculated using the methodology outlined above and approved by the Administrator. Substantial increases or decreases in square footage may require an amendment to this agreement at the discretion of the Administrator.





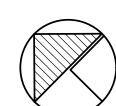
NORTH MAIN STREET

MAIN STREET LEVEL PLAN

SCALE: 3/32"=1'-0"

ALLEY LEVEL PLAN

SCALE: 3/32"=1'-0"



NORTH

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF P H ARCHITECTS L.L.C. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN

AUTHORIZATION OF P H ARCHITECTS L.L.C.

ND THE WORK SHALL CONFORM TO APPLICABLE CODES AND REQUIREMENTS OF UTILITIES AND AUTHORITIES HAVING JURISDICTION.

LL.C.
USED, DO NOT SCALE THE DRAWINGS.
ROJECT

DO NOT SCALE THE DRAWINGS.

VERIFY ALL DIMENSIONS IN THE FIELD. REPORT DISCREPANCIES.

MIXED USE
DEVELOPMENT

4TH & MAIN ST.
KETCHUM, BLAINE COUNTY,
IDAHO 84117

Prepared For: SOLSTICE DEVELOPMENT 4686 HIGHLAND DR. #224 MILLCREEK, UT 84117

PΗ

ARCHITECTS

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Newtown, Connecticut 06470
203-426-6500 tel. 203-426-6503 fax
ph-archs.com



Project Team:

Architect and Planner:

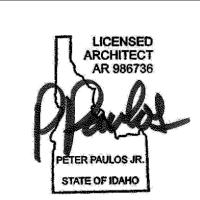
P H Architects, LLC

38 Taunton Hill Road

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Civil Engineer:
Galena Engineering, Inc.
317 North River Street
Hailey, Utah 83333
(208) 788-1705 tel.

Landscape Architect:
Eggers Associates, Landscape Architecture
560 North Second Avenue
Ketchum, Idaho 83340
(208) 725-0988 tel.
(208) 725-0972 fax



Revisions

> MAIN ST & ALLEY LEVEL PLAN

tate:  $\frac{2012/09/06}{3/32''=|'-0''|}$  esign:

 $\frac{20-00}{\text{CAD File Name:}}$  base-floor plans Checked:

A1.0

P H ARCHITECTS, LLC



# City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### RECOMMENDATION TO FUND EMERGENCY FINANCIAL ASSISTANCE

### **Recommendation and Summary**

The Housing Action Plan and approved budget support emergency rental assistance. Blaine County Charitable Fund is a proven administrator of such assistance. City staff recommend approving the contract for services with Blaine County Charitable Fund, as specified in the Housing Department Budget.

The reasons for the recommendation are as follows:

- Alternative funding sources are inviable.
- This funding will help unhoused and unstably housed families access shelter and housing.

### Introduction and History

The Ketchum Housing Action Plan outlines the following related objectives:

Goal 3: Expand + Improve Services to Create Housing Stability. Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve, and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.

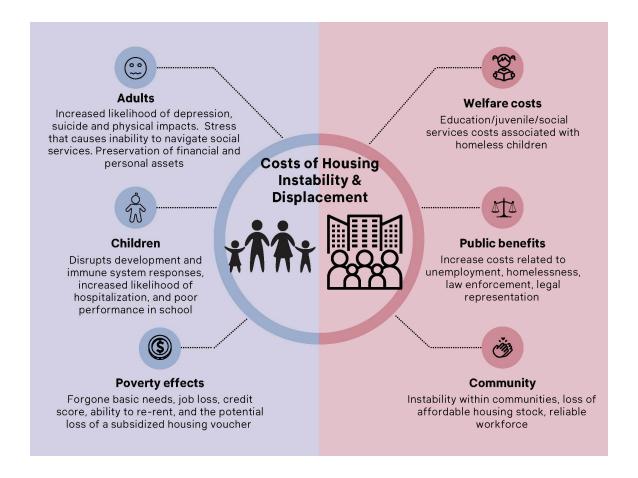
Blaine County Charitable Fund creates stability & resiliency through intervention of financial assistance in conjunction with supporting households working towards greater financial stability. Individuals that live and/or work in Blaine County, regardless of citizenship status, can apply for emergency rental assistance, 1st/last/deposit assistance, emergency housing assistance, gas/grocery cards, and other rapid relief funds to address an unforeseen critical need.

The funds allocated in the housing budget for emergency housing assistance is specifically for households at risk of displacement or having difficulty accessing a home. Such assistance can be used for covering what the household can afford and rent or hotel room costs (including utilities), first month's rent, last month's rent, security deposits, application fees, and any other support related to providing a warm, safe place to stay.

### Potential impact

The adults in the housing instable families that case workers are placing in temporary housing work countywide. The stress of homelessness and of living in the elements risks families physical and mental health, worker productivity, and childhood development. These interventions are a temporary stopgap as we move forward with other housing initiatives, such as preserving and creating new rental and ownership opportunities.

The visual below describes where the households we are targeting are at in the experience of housing loss and homelessness. These families are at the bottom.



<u>Alternative Funding</u> City staff assisted Blaine County Charitable Fund in applying for CDBG-CARES funding. While the \$250,000 grant was approved, the Commission-determined conditions of approval are too constraining to ensure use of the funds.

### Sustainability impact

Ability to house employees and community participants locally decreases commuter vehicular trips.

### Financial Impact

Funds will come from FY22 budget expense savings and revenues performing stronger than forecasted.

# Attachments:

Contract for Services Agreement with Blaine County Charitable Fund Purchase Order 23069

# CONTRACT FOR SERVICES AGREEMENT 23069 WITH BLAINE COUNTY CHARITABLE FUND

THIS AGREEMENT is made and entered into this 16th day of February, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum") and the BLAINE COUNTY CHARITABLE FUND, an Idaho non-profit corporation ("BCCF").

### **FINDINGS**

- 1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- 2. BCCF is an Idaho non-profit corporation organized and operating under the laws of the State of Idaho.
- 3. BCCF proposes to provide emergency financial assistance to low- and moderate-income households in Blaine County. BCCF will perform the Scope of Services, as attached hereto as Exhibit A.
- 4. Ketchum has appropriated funds for the proposed Scope of Services and desires to enter into an Agreement with BCCF to provide such Services as hereinafter provided.

NOW, THEREFORE, the parties agree as follows:

- **1. SERVICES; PAYMENT**. BCCF agrees to provide those services described in the Scope of Services attached as Exhibit A and incorporated herein by reference. In exchange for the Services, Ketchum will pay and/or contribute to BCCF in the amount of \$45,000.
- **2. TERM**. The term of this Agreement will commence on February 22<sup>nd</sup>, 2023 and end on September 30, 2023. Unless otherwise amended, extended, or terminated in writing, and upon appropriations by Ketchum as is solely in Ketchum's discretion and is not pre-committed, the Agreement will renew for successive one-year terms.
- **3. REPORTING.** BCCF will report quarterly in writing to the Ketchum City Administrator and Housing Director on the progress of work under the Scope of Services.
- **5. NOTICES**. All notices to be served pursuant to this Agreement will be sent by general mail to the parties at the following addresses:

City Administrator City of Ketchum Post Office Box 2315 Ketchum, ID 83340 Executive Director Blaine County Charitable Fund PO Box 265 Hailey, ID 83333

- **6. EQUAL EMPLOYMENT OPPORTUNITY**. Ketchum and BCCF covenant and agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
- **7. TERMINATION**. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event BCCF fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to BCCF. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if BCCF is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.
- **8. INDEPENDENT CONTRACTOR.** BCCF performs the Services hereunder solely and exclusively as an independent contractor. BCCF is not an employee, servant, agent, partner, or joint venture of Ketchum. Ketchum will establish the Services to be done by BCCF, but BCCF will determine the means by which it accomplishes the work specified. This Agreement shall not be construed to create or establish any employee-employee relationship between the Ketchum and BCCF or make BCCF eligible for any Ketchum employment benefits. BCCF is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
- **9. NONASSIGNMENT**. This Agreement, in whole or in part, shall not be assigned or transferred by a Party to any other individual or entity except upon the prior written consent of the other Party.
- **10. HOLD HARMLESS AGREEMENT**. BCCF releases, holds harmless, and agrees to indemnify Ketchum from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of BCCF, its managers, members, directors, officers, shareholders, agents, and employees. Ketchum will be solely responsible and liable for the action of Ketchum's officials and employees acting in their official capacity.
- **11. ENTIRE AGREEMENT**. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- **12. SUCCESSION**. This Agreement shall be binding upon all successors in interest of either party hereto.

**13. LAW OF IDAHO**. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and years first written above.

BLAINE COUNTY CHARITABLE FUND	CITY OF KETCHUM	
Ву	Ву	
Kevin Jones	Neil Bradshaw	
Co-Chair	Mayor	
ATTEST	ATTEST:	
Ву	Ву	
Mary Fauth	Trent Donat	
Executive Director	City Clerk	

#### **EXHIBIT A**

**Goal:** Expand + improve services to create housing stability. Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.

**Services to be performed:** Provision of emergency financial assistance to households at risk of displacement or having difficulty accessing a home. Such assistance can be used for covering what the household can afford and rent or hotel room costs (including utilities), first month's rent, last month's rent, security deposits, application fees, and any other support related to providing a warm, safe place to stay.



# **CITY OF KETCHUM**

PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

# PURCHASE ORDER BUDGETED ITEM? \_\_\_Yes \_\_\_No

PURCHASE ORDER - NUMBER: 23069

To:

5941

BLAINE COUNTY CHARITABLE FUND INC

PO BOX 265

HAILEY ID 83333

Ship to:

CITY OF KETCHUM PO BOX 2315

KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/01/2023	bancona	bancona	Administration	0	

Quantity	Description		Unit Price	Total
1.00	RENTAL ASSISTANCE	54-4410-4200	45,000.00	45,000.00
		SHIPPI	NG & HANDLING	0.00
		TOTA	AL PO AMOUNT	45,000.00



## City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Right-of-Way Encroachment Agreement 22835 for the placement of paver driveways and paver walkways in the public right-of-way adjacent to 780 N 4<sup>th</sup> Ave.

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22835 and adopt the following motion:

"I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22835 between the City and Sapp Family Holdings, LLC."

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

- The improvements will not impact the use or operation of N 4<sup>th</sup> Ave or 8<sup>th</sup> Street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- No snowmelt is being proposed.

#### Introduction and History

The City of Ketchum receive a building permit application on December 20, 2022, for the construction of a new detached townhouse which is phase one of a two-phase detached townhouse development project. The project proposes to improve the right-of-way along N 4<sup>th</sup> Ave and W 8th Street per the City of Ketchum's street standards. The project proposes to construct two paver driveways and two paver walkways without snowmelt from each residence to the edge of asphalt within the right-of-way. As shown in Exhibit A to the encroachment agreement, one driveway and walkway is on N 4<sup>th</sup> Ave. The other driveway and walkway is on W 8<sup>th</sup> Street.

A public right-of-way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian, and public use. In Ketchum, the public rights-of-way consist of roadways, curbs, gutters, sidewalks, signage, and drainage facilities. The public rights-of-way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, and cable.

#### <u>Analysis</u>

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 100 Edelweiss Ave project complies with all standards.

#### Sustainability

The proposed project does not limit the city's ability to reach its sustainability goals outlined in the 2020 Ketchum Sustainability Action Plan as no snowmelt is proposed for the driveways or walkways.

#### Financial Impact

There is no financial requirement from the city for this action.

#### **Attachments**

ROW Encroachment Agreement 22835 and Exhibits

#### WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

#### **RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22835**

THIS AGREEMENT, made and entered into this \_\_\_\_\_day of \_\_\_\_, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Sapp Family Holdings, LLC, ("Owner"), whose mailing address is 1100 Bellevue Way NE Suite 8A, Box 551, Bellevue, WA 98004 and who owns real property located at 780 N 4<sup>th</sup> Ave, Ketchum, ID 83340 ("subject property").

#### **RECITALS**

WHEREAS, Owner wishes to permit placement of paver driveways and paver walkways adjacent to sublots 1 and 2 of the subject property from the property line to the edge of asphalt on N 4<sup>th</sup> Ave and W 8<sup>th</sup> Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, following construction of the Improvements, the Owner will restore the right-of-way, as shown in Exhibit A, acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

#### TERMS AND CONDITIONS

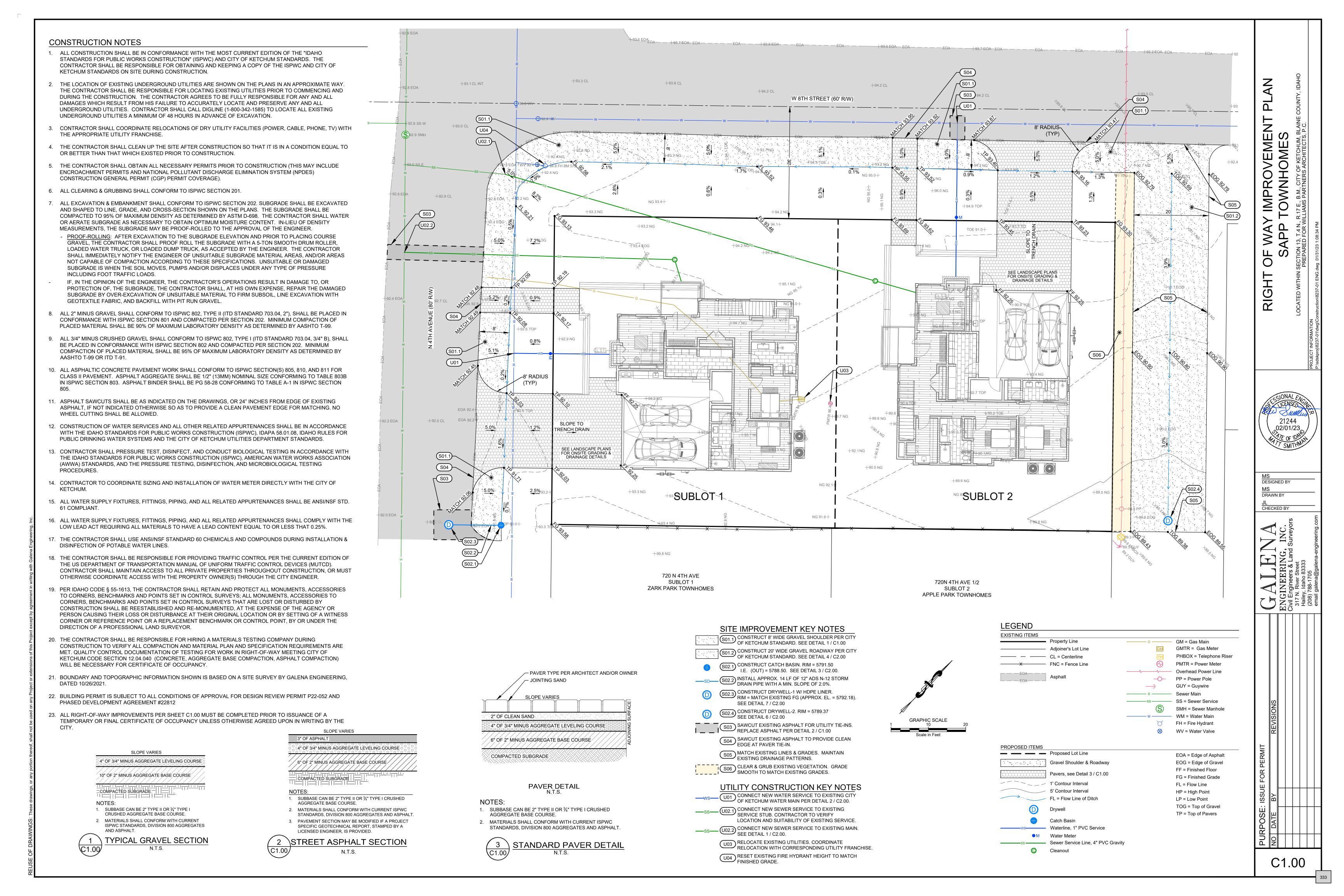
- 1. Ketchum shall permit Owner to install a paver driveway and sidewalk identified in Exhibit "A" within the public right-of-way adjacent to sublots 1 and 2 of 780 N 4<sup>th</sup> Ave until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.
- 3. Owner shall be responsible for restoring the street, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.
- 4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the

Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

- 5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
  - 11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw Its: Mayor
STATE OF, ) ss. County of )	
and for said State, personally appeared	, 2023, before me, the undersigned Notary Public ir , known to me to be the persor l acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have h day and year first above written.	ereunto set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO ) ) ss. County of Blaine )	
and for said State, personally appeared NE Mayor of the CITY OF KETCHUM, IDA	2023, before me, the undersigned Notary Public in EIL BRADSHAW, known or identified to me to be the HO, and the person who executed the foregoing poration and acknowledged to me that said municipal
IN WITNESS WHEREOF, I have he certificate first above written.	ereunto set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

# **EXHIBIT "A"**



SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE. NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX

COARSE AGGREGATE (%" MINUS) 2,600 LBS. SAND 800 LBS. PORTLAND CEMENT

IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS:

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

D) SURFACE REPAIR AND BASE PER DETAIL 3/C20

SUBGRADE OR NATURAL GROUND 1) 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED. VERTICAL WALLS -SURFACE REPAIR WIDTH, 4' MINIMUM. PROPER SHORING EXISTING SURFACE. OR LESS THAN 5' EXISTING BASE. TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING. TRENCH BACKFILL PER SECTION-306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY. (7) VERTICAL TRENCH WALLS SHORING PER O.S.H.A.. PIPE BEDDING PER SECTION-305 (SEE SD-302). 9 FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304). ) UNDISTURBED SOIL (TYP). REPAIRED SURFACE, SEE DETAILS 1 AND 2, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY. UPPER COMPACTION ZONE; SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY. (13) LOWER COMPACTION ZONE (A) TRENCH EXCAVATION PER SECTION-301. PIPE BEDDING PER SECTION-305. BACKFILL AND COMPACTION PER SECTION-306.

Core Drilled

— 45° Elbow

of Sewer Main

4" "Wye" Rotate 45°

From Horizontal

Unless Otherwise

PLAN VIEW

CONNECTION FOR NEW SEWER

1. Sewer taps shall not enter at manholes. 2. An approved tapping saddle shall be

required for all new taps to existing sewer

3. An owner constructing a new public sewer

system in a subdivision or development

shall construct a sewer tap and service for

cross refer to the current edition of ISPWC

each potential user and extend it into the

4. When Sewer and Water lines or services

Standard Drawing 407, IDAPA

58.01.08.542.07.b which address the

requirements for separation distances

between potable water lines (including

mains and service lines) with non-potable

58.01.08.542.07.a and IDAPA

laterals. Saddle to be approved by The City

Prefabricated "Wye"

Romac Universal -

PLAN VIEW

**CONNECTION FOR** 

EXISTING SEWER

Bend as Required, Tap into -

Top Half of Sewer Lateral

SEWER SERVICE CONNECTION DETAIL

CB Saddle/Band

or Approved

Saddle located

PROFILE VIEW

**CONNECTION FOR** INTERCEPTOR SEWERS

— #12 Copper Finder Wire

Wrapped Around Steel Post

FINISH GRADE

Min. Grade 1/4"/ft. 1/8"/ft. if Approved (Typ.)

TYPICAL SECTION

CONNECTION FOR NEW SEWER

4" Pipe Unless Otherwise Specified

in Top of Pipe

10" Dia. or Larger

8' Steel Fence Post

(Painted Green)

2"x4" Redwood

DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN

GRAVEL SECTION

SUBGRADE

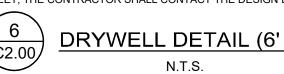
DRYWELL DETAIL (6' Ø)

NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM



· • • • •

• • • •



IRON RING & **ROUND 24" GRATE** 







METER LOCATION PER PLANS/ CITY OFFICIAL

NOTE: EXTEND 8' FROM METER BOX AND

PROVIDE TEMPORARY PLUG (THREADED IN HIGH GROUNDWATER AREAS)

(10) STANDARD KETCHUM STYLE VALVE BOX WITH ERIE STYLE

(11) 18" DIA. X 72" DEEP MUELLER THERMA COIL METER VAULT

(12) FIRM UNDISTURBED EARTH. (SET TILE ON 2"X 22"

DIAMETER PRECAST CONCRÈTE BLOCK IF OVER

(13) PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER

OR APPROVED EQUAL NOTCH FOR SERVICE LATERALS.

WATER SERVICE CONNECTION DETAIL

APPROVED EQUAL.

(9) DOUBLE PURPOSE COUPLING.

LID AND ATTACHED ROD

EXCAVATION OCCURS).

(1) CORP STOP WITH COMPRESSION COUPLING FORD MODEL 8 FORD MODEL B-111 RESILIENT SEAT, CURB BALL VALVE OR

1" WATER SERVICE CONNECTION

-FINISH GRADE

A ALL PRODUCTS AS LISTED OR APPROVED

SIZE (DRISCO PIPE 8600 ULTRA LINE) 1".

AND MUELLER THREADS, TYPE IPS.

F ELEVATION SET OF METER LID PER LOCAL

DIRECTED BY THE ENGINEER

F-1100 OR APPROVED EQUAL

(5) STAINLESS STEEL SADDLE.

NO SPLICING IS ALLOWED.

6) WATER MAIN.

(3) No. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING

(4) MUELLER 18" DIA OPENING LID OR APPROVED EQUAL. 2"

LOCATED IN PAVED OR GRAVEL AREAS WHICH WILL

SUPPLY D-6016 RING WITH SOLID LID OR APPROVED

(7) 1" SERVICE LINE, 200 PSI POLY PIPE WITH INSERTS (TYP.)

GRADE RING

GRADE RINGS 2" MIN

PERFORATIONS 4" O

12" MIN SUMP W/C

CATCH BASIN

1" DIAMETER

CAST IRON RING & GRATE

24" DIAMETER CMP (PREFERRED)

2" WASHED ROCK

4oz. FILTER FABRIC

WRAP MIRAFI 140N

CLEAN SAND

AND GRAVEL

OR APPROVED EQUAL

ON ALL SIDES, TOP, &

OR ADS N-12 WITH APPROVAL

DIA HOLE IN LID FOR RADIO READ UNIT. LIDS AND FRAMES

RECEIVE VEHICULAR TRAFFIC SHALL BE H-20 RATED, D&L

(2) MUELLER H-15072.

REQUIREMENTS.

B NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO

POLYETHYLENE PIPE SIDR 9, CLASS 200 IN IRON PIPE

EPOXY COATED STEEL WITH STAINLESS STEEL BAND

(D) SADDLE COUPLINGS: USED FOR CONNECTION OF ALL

SERVICE LINES TO PVC MAIN. SERVICE SADDLES:

© NO SERVICE CONNECTIONS WITHIN 18 INCHES OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE

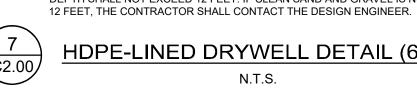
ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF

18 INCHES OR 2.5X PIPE Ø. MAXIMUM TWO (2) SERVICE CONNECTIONS PER STICK OF PIPE.

(C) SERVICE PIPE: ULTRA HIGH MOLECULAR WEIGHT

HDPE-LINED DRYWELL DETAIL (6' Ø)





• • • • • • ON ALL SIDES, TOP, & PERFORATIONS 4" O 1" DIAMETER BOTTOM 12" MIN SUMP W/C CATCH BASIN AND GRAVEL NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN

PAVEMENT SECTION GRADE RINGS 2" MIN 24" DIAMETER CMP (PREFERRED) SUBGRADE OR ADS N-12 WITH APPROVAL POTABLE WATER LINE - 2" WASHED ROCK 6" MIN. 4oz. FILTER FABRIC **S**····· WRAP MIRAFI 140N OR APPROVED EQUAL 20 MIL HDPE GROUNDWATER — BARRIER ALONG THE EDGE OF DRYWELL ADJACENT TO WATER MAIN. BARRIER SHALL EXTEND A MINIMUM OF 18-INCHES BELOW THE WATER MAIN PIPE.

**CAST IRON RING & GRATE** 

**TYPICAL GRAVEL SECTION - ALLEY** 

1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE. AND ASPHALT.

AREA INLET

CATCH BASIN INSTALLATION NOTES:

THE PRIMARY CATCH BASIN.

NOTES: 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES

is solved to the control of the cont 6" OF 2" MINUS AGGREGATE BASE COURSE COMPACTED SUBGRADE

30" DIAMETER PRIMARY CATCH BASIN N.T.S.

-STANDARD CAST

BASIN ONLY, NOT ON SATELLITE CATCH BASINS.

FINISHED SURFACE -

3 1/2" | 30" |

SECTION "X"-"X"

3. PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED IN ISPWC SECTION 305 - PIPE BEDDING. EXTEND BEDDING EITHER TO THE LIMITS OF THE EXCAVATION OR AT LEAST 12" OUTSIDE THE LIMITS OF THE BASE SECTION.

SECTION "Y"-"Y"

DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF

1. A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A

2. THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH

4. FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL TO THE TOP OF THE BEDDING.

5. PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

CATCH BASIN PLAN VIEW

"X"<del>---</del>-

INLET BOX

KNOCKOUTS

0  $\overline{\mathbb{Z}}$ 

OVEMENT //NHOMES

DESIGNED BY DRAWN BY CHECKED BY



## City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### Recommendation to Authorize the Adoption of the Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan of 2022

#### **Recommendation and Summary**

Staff is recommending the Council approve Resolution #23-005 to adopt the county-wide hazard plan.

"I move to approve Resolution #23-005 to authorize the adoption of the Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan of 2022."

The reasons for the recommendations are as follows:

- The 2022 Blaine County All Hazard Mitigation Plan is an update of the 2015 Blaine County All Hazard Mitigation Plan. To fulfill federal requirements, the update includes reevaluation of hazards within the county that affect all local jurisdictions and update mitigation strategies. The 2022 plan complies with federal Disaster Mitigation Act mitigation planning requirements.
- The project was led by Chris Corwin, Disaster Services Coordinator, Blaine County, who is responsible for implementing the mitigation actions recommended in this plan and to help other jurisdictions implement theirs as needed.
- The following cities or local taxation districts have participated in this Plan and have signed the plan: Bellevue, Cary, Hailey, Sun Valley, Blaine County School District, and Flood Control District No. 9
- Hazards include: wildfire, drought, climate change, flooding, cybersecurity, communicable disease, severe weather, earthquake, hazardous materials, avalanche, sustained power outage, terrorism/violent extremism, structure fire, landslides, and dam failure.

#### Sustainability

No direct impact.

#### **Financial Impact**

No direct impact.

#### Attachments

- Resolution #23-005
- Blaine County Multi-Jurisdictional All Hazard Mitigation Plan

#### **RESOLUTION NUMBER 23-005**

# A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL AUTHORIZING THE ADOPTION OF THE BLAINE COUNTY MULTI-JURISDICTIONAL ALL-HAZARD MITIGATION PLAN OF 2022

WHEREAS, all of Blaine County, Idaho has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS, proactive mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for preand post-disaster hazard mitigation programs; and

WHEREAS, the Local Emergency Planning Committee of Blaine County, with participation from local municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Blaine County; and

WHEREAS, the Committee has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the City of Ketchum,

- 1) Adopts in its entirety, the Blaine County Multi-Jurisdictional All-Hazard Mitigation Plan ("Plan") as the jurisdiction's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

PASSED AND ADOPTED on this _	day of March 20
Neil Bradshaw, Mayor	
ATTEST:	
Trent Donat, City Clerk	



# Blaine County Multi-Jurisdictional All Hazard Mitigation Plan

**April 2022** 

# **Executive Summary**

The 2022 Blaine County All Hazard Mitigation Plan is an update of the 2015 Blaine County All Hazard Mitigation Plan. The 2022 update focuses on streamlining the 2022 plan. To fulfill federal requirements, the update includes reevaluation of hazards within the county that affect all local jurisdictions and update mitigation strategies. The 2022 plan complies with federal Disaster Mitigation Act mitigation planning requirements.

The Blaine County All Hazard Mitigation Planning project was led by Chris Corwin, Disaster Services Coordinator, Blaine County, who, under the direction of the Blaine County Commissioners and managed by the Blaine County Sheriff, is responsible for implementing the mitigation actions recommended in this plan and help other jurisdictions implement theirs as needed.

The Blaine County All Hazard Mitigation Planning Committee was comprised of members of the Blaine County Local Emergency Planning Committee (LEPC). The two methods of community involvement included: 1) an electronic based community questionnaire and 2) an invitation to attend local elected officials' briefings. Community participation was good for a small tourist county like Blaine County.

While the hazards in this plan equally effect all the jurisdictions in Blaine County, the projects to mitigate those disasters are different. The following cities or local taxation districts have participated in this Plan and have signed the plan.

- City of Bellevue
- City of Carey
- City of Hailey
- City of Ketchum
- City of Sun Valley
- Blaine County School District
- Flood Control District No. 9

In the 2022 Plan, some hazards were consolidated to develop a more comprehensive list of hazards to assess and rank based on risk. During the risk assessment of hazards, new data was added for each hazard and the hazard was assessed based on all historical data available. The updated risk assessment results are shown below:

Wildfire	Н
Drought	Н
Climate Change	Н
Flooding	Н
Cybersecurity	Н

Communicable Disease	M
Severe Weather	М
Earthquake	М
Hazardous Materials	М
Avalanche	M
Sustained Power Outage	М
Terrorism/Violent Extremism	М
Structure Fire	L
Landslides	L
Dam Failure	L

Mitigation actions have been reviews and the state provided by the local jurisdictions. Goals and objectives, as developed during the initial planning process, were updated and additional mitigation actions were added to the plan.

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# **Section 1. Planning Process**

#### Introduction

Blaine County and the incorporated cities that lie within the county boundaries are vulnerable to natural and man-made hazards that have the potential to cause serious harm to the health, welfare and security of its residents. The cost of response to and recovery from disaster events can be reduced when time, money and resources are used to mitigate their impacts and effects before the disaster occurs or reoccurs.

This plan seeks to identify the county's hazards, understand the vulnerabilities to those hazards and craft projects that, if implemented could significantly reduce the threats to live and property. The plan is based on the premise that hazard mitigation works. With increased attention to managing hazards, communities can reduce the threats to citizens. Through proper land use and emergency planning, communities can avoid creating new problems in the future. Many solutions can be implemented at minimal social impact.

This is not an emergency operations plan (EOP). The plan can certainly be used to identify weaknesses and refocus emergency response planning. Enhanced emergency response planning is an important strategy. The focus of this plan is to support better decision making, directed toward avoidance of future risk and to implement projects or activities that will reduce or eliminate current risks or damages.

## **Plan Organization**

This All Hazard Mitigation Plan (AHMP) is organized in the following manner:

- Section 1 Planning Process. This section describes the process, scope, purpose and goals of the plan.
- Section 2 County Profile. This section gives information about the county, including demographics, economics, cultural and geologic attributes.
- Section 3 Risk Assessment. This section identifies and measures the risk of the hazards the county faces.
- Sections 4 and 5 Mitigation Goals, Objectives, Strategy and Projects. This section presents the
  mitigation goals, objectives and corresponding projects of the county and other participating
  jurisdictions to reduce loss of life and property from the hazards identified in the risk
  assessment section.
- Section 6 Plan Maintenance. This section discusses the county's plan of to update the
  mitigation goals, objectives and projects on a yearly basis. It also discusses the commitment to
  reviewing the entire plan on a 5-year basis

# **Hazard Mitigation and Hazards**

Hazard mitigation is defined as any cost-effective action(s) that has the effect of reducing, limiting, or preventing vulnerability of people, culture, property and the environment to potentially damaging, harmful or costly hazards. Hazard mitigation measures which can be used to eliminate or minimize the risk to life, culture and property fall into three categories:

- 1) Keep the hazard away from people, property and structures
- 2) Keep people, property or structures away from the hazard
- 3) Reduce the impact of the hazard on victims and property, i.e., insurance

Hazard mitigation measure must be practical, cost effective, and culturally, environmentally, and politically acceptable. Actions taken to limit the vulnerability of society to hazards must not in themselves be costlier than the anticipated damages.

The primary focus of hazard mitigation planning must be at the point at which capital investment and land use decisions are made, based on vulnerability. Capital investments, whether for homes, roads, public utilities, pipelines, power plants, or public works, determine to a large extent the nature and degree of the hazard vulnerability of a community. Once a capital facility is in place, very few opportunities will present themselves over the useful life of the facility to correct any errors in location or construction with respect to the hazard vulnerability. It is for this reason that zoning and other ordinances which manage development in high vulnerability areas, and building codes, which insure the new buildings are built to withstand the damaging forces of the hazards are often the most useful tools in mitigation that a jurisdiction can implement.

Since the priority to implement mitigation activities is usually very low in comparison to the perceived threat, some important mitigation measures take time to implement. Mitigation success can be achieved, however, if accurate information is portrayed through complete hazard identification and impact studies, followed by effective mitigation management.

The Federal Emergency Management Agency (FEMA) has identified specific hazards to be analyzed by each jurisdiction completing an All Hazard Mitigation Plan. The hazards analyzed in this plan include those required and other as selected by the county LEPC committee. The hazards analyzed are as follows:

#### Natural Hazards:

Drought

Severe Weather

Flooding

Dam Failure

Earthquake

Landslide/Mudslide

**Snow Avalanche** 

Wildfire

Climate Change

#### Non-Natural Hazards:

Communicable Diseases

Structural Fire

**Nuclear Event** 

Hazardous Material/Nuclear Event

Terrorism/Riot/Demonstration/Civil Disorder

## **Participating Jurisdictions**

This Plan covers all areas within Blaine County Idaho and the following taxing entities will adopt the plan:

- Cities of Bellevue
- Carey
- Hailey
- Ketchum
- Sun Valley
- Blaine County School District
- Flood Control District No. 9

## **Blaine County All Hazard Mitigation Planning Committee**

The Blaine County Multi-Jurisdiction All Hazard Mitigation Planning Committee was formed on October 10, 2019. Committee membership is comprised of representatives from the Blaine County Local Emergency Planning Committee, various jurisdictions department heads from the participating entities, representatives from the major utility providers, interested media, and members of the public. Minutes of the committee meetings are provided in Attachment 1.

The Committee Roster is provided below:

Representative	Agency	Position
Chris Corwin	Blaine County	Disaster Services Coordinator
Josh Jensen	SCPHD	Public Health Program Manager
Dan Schaffer	SCPHD	Planner
Sarah Parent	SCPHD	Training and Exercise Coordinator
Joy Prudek	St Lukes	PIO
Randy Hall	St Lukes	Emergency Management
Angenie McCleary	Blaine County	Commissioner
Jacob Greenberg	Blaine County	Commissioner
Dick Fosbury	Blaine County	Commissioner
Muffy Davis	Blaine County	Commissioner
Mandy Pomeroy	Blaine County	Administrator
Kristine Hilt	Blaine County	Flood Plain Manager
Will Fruehling	Blaine County Sheriff	Deputy Chief
Robin Stellers	Blaine County	Emergency Communications Director
Lynn Barker	Blaine County and Ketchum	Sustainability Manager
Nils Ribi	LEPC	Citizen
Stacy McLaughlin	West Magic Fire	Firefigher
Richard Kimball	Carey Fire Department	Chief
Robert Simpson	City of Carey	Water Supervisor

Ben Varner	Mountain Rides	Director
Taan Robran	Sun Valley Fire	Chief
Rich Bauer	North Blaine County Fire	Chief
Reid Black	Sun Valley Fire	Captain
Kim Orchard	Sun Valley Police	Chief
Travis Olsen	Sun Valley Police	Captain
Brittany Skelton	City of Sun Valley	Community Development
Pat McMahon	Sun Valley Water and Sewer	Director
MaryBeth Collins	Sun Valley Water and Sewer	
Jamie Shaw	Ketchum Police	Chief
Bill McLaughlin	Ketchum Fire	Chief
Brian Christiansen	City of Ketchum	Streets Director
Jade Riley	City of Ketchum	Administrator
Heather Dawson	City of Hailey	Administrator
Bryan Yeager	City of Hailey	Public Works Director
Lisa Horowitz	City of Hailey	Community Development Director
Steve England	City of Hailey Police	Chief
Mike Baldege	City of Hailey Fire	Chief
Diane Shay	City of Bellevue	Community Development Director
Greg Beaver	City of Bellevue Fire	Chief
Jason Calvin	City of Bellevue	Streets Supervisor
Dusty Lindt	City of Bellevue	Water Supervisor
Mynde Heil	City of Bellevue	Marshall
Amber Larna	Idaho Power	Local Energy Advisor
Heidi Novich	IOEM	Area Field Officer
Joe Yelda	Wood River Ameteur Radio	President
Mike Higgs	Citizen	
Tim Axford	NOAA	Warning Coodination Meteorologist
Steve Guthrie	Friedman Airport	Airport Security Coordinator
David Doman	Intermountain Gas	District Manager
Nick Yturri	USFS	
Matt Filbert	USFS	
Ethan Davis	Sawtooth Avalanche	Forecaster
Jim Foudy	Blaine County School District	Superintendant
Ron Bateman	Wood River Fire and Rescue	Chief
Terry O Connor	Blaine County	EMS Director
Sarah Busdon	University of Idaho Extension	
Ryan Santo	Wood River Land Trust	

In addition to participation in the AHMP Committee each of the participating jurisdictions points of contact facilitated review of the individual city sections of the Plan including but not limited to, community vulnerability review, risk ranking, project definition, project status, and project prioritization. The input from each jurisdiction was included as requested in the appropriate sections of the Plan.

## **AHMP Committee Meetings**

Due to COVID, meetings were held virtually or in small groups with each jurisdiction. Also, jurisdictions were sent their current projects and asked to review the information for their cities independently.

Date: October 14, 2021

The LEPC began was informed that the All Hazard Mitigation Plan needed to be reviewed and updated be email. The following email was sent to each jurisdiction.

Hello Officials,

As part of the All Hazards Mitigation Plan update, I need to meet with you all to talk about the mitigation projects that you have in the current mitigation plan and what projects you would like to add, delete or modify for the new plan. Early next week, I will send you a copy of the current projects and the results of the community survey I completed to give you some background information related to what projects you might want to consider.

I hope this time will work for a majority of you. I am on a bit of a time crunch and need to schedule this meeting sooner than later.

Please feel free to forward and invite any other individuals from your city that you feel would be beneficial to attend.

Thanks

Chris Corwin

Date: 10/18/2021: Meeting with Sun Valley

Date: 10/19/2021: Meeting with Ketchum

Date: 10/20/2021: Meeting with Hailey

Date: 10/20/2021: Meeting with Blaine County

Date: 10/20/2021: Meeting with Bellevue

Date: 10/21/2021: Meeting with Carey

Date: 11/09/2021: Meeting with Blaine County School District

Date: 1/15/2021: Meeting with Flood Control District No. 9

## **Plan Update Process**

The following strategy was taken to update the plan. The plan update builds on the existing mitigation strategy developed during the 2015 planning process. All of the hazard analyses were updated.

The planning process began in October 2019 as a collaborative process involving local and regional organizations involved in hazard mitigation activities, agencies that regulate development, and neighboring communities. The planning effort began by utilizing and convening the countywide LEPC committee. The process was put on hold due to the COVID outbreak that hit our county in March of 2020. We started the process again in the Fall of 2021.

Members of the committee were asked to review the 2015 plan, providing feedback on mitigation projects, review existing hazards and risks, complete the online survey, and supply future mitigation projects for consideration. Due to the COVID pandemic, meetings were conducted in small group meetings. The committee also reviewed the draft prior to submittal to the state.

Following the update of the plan, the public was given a chance to review the final plan prior to submittal to the state. The community was given from XXX to XXX to review and provide comments on the plan. Correspondence is included in Attachment XXX.

The planning process included the following steps:

- Origination of Resources- Blaine County Disaster Services Coordinator (BCDSC) worked to develop a list of participants as well as a project timeline. This was later modified in conjunction with FEMA as Blaine County had petitioned for an extension due to the pandemic.
- Collection of Data- BCDSC coordinated the collection of new data about the extent and occurrences of hazards.
- Risk Assessment- Hazards risks were reassessed based on updated data and discussed at meetings prior to being accepted in the updated plan.
- Public Involvement- A plan to include the public was discussed and implemented through surveys, public meetings, and review and adoption of the plan.
- Mitigation Strategies- A working meeting was conducted to discuss past mitigation strategies and create new strategies that the community would like to see implemented.
- Drafting of the Report- Based on updated hazard data, public and committee input, the plan was drafted and sent to the public, state, and Federal Emergency Management Agency (FEMA) for review.
  - Adoption of the Plan- Following all reviews, each jurisdiction adopted the plan.

# **Review of Existing Plans**

Existing county and city plans were reviewed and incorporated into the 2022 AHMP. The following plans were reviewed:

• Blaine County All Hazard Mitigation Plan (2015)

- Blaine County Comprehensive Plan (2021)
- Blaine County Community Wildfire Protection Plan (2021)
- Blaine County Transportation Plan (2021)
- City of Hailey Comprehensive Plan (2018)
- City of Ketchum Comprehensive Plan (2014)
- City of Bellevue Comprehensive Plan (2015)

## **Identify Hazards**

Blaine County hazards were identified and their frequency of occurrence evaluated using a number of resources including:

- The 2015 Blaine County All Hazard Mitigation Plan
- Hazard planning documents developed by State, Federal and private agencies
- National Weather Service weather data from the past 50 years
- Data from the United States Geological Survey (USGS) and the Idaho State Geological Survey (ISGS)

To determine frequency of occurrence, the historical analysis of hazardous events was conducted. One of the difficult tasks facing hazard mitigation professionals is the determination of the potential frequency of a natural hazard occurrence. Comparing historical facts against technically determined probability allows one to establish confidence, or not, in published scientific predictions. The process whereby the frequency is determined and then expressed in an expected reoccurrence interval (see below for an illustration), is based on research conducted at the University of South Carolina.

The estimated occurrence of the hazard is a useful element in the hazards assessment so one can distinguish between infrequent hazards, like volcano eruptions, from frequent hazards, such as flooding. This calculation provides a useful indicator of the relative importance of each of the hazards that affect the jurisdictions, individually or collectively. The frequency of occurrence is a straight-forward calculation from the historical data and the length of that record in years. The number of hazard occurrences is divided by the number of years in the record. This yields the probability of the event occurring in any given year. For instance, if hypothetical hazard "A" occurred 17 times in the County over the past 23 years, the probability of occurrence for that hazard in a given year would be 17 / 23 = .739, or 73.9%. The reverse of this equation results in a reoccurrence interval in years. For example, the reoccurrence interval of this hazard is calculated as 23 / 17 = 1.35. Hazard "A" can be expected to occur every 1.35 years. These frequencies are then correlated with magnitude to define the risk of a given hazard.

# **Hazard Analysis**

The risk analysis was updated using the information gathered. To determine the risk posed by each hazard, several kinds of information are required: 1) the number of historical occurrences, 2) the probability or likelihood of the hazard occurrence, at times without regard to hazard history, 3) vulnerability, expressed as the percentage of people and property that would be affected by the hazard event, 4) spatial extent, the geographical area of the community that might be impacted, and 5) the

magnitude or severity of impact based on an assessment in terms of fatalities, injuries, and property/economic losses. Tables illustrating this process are provided below.

#### 1) Historical Occurrence – Number of historical occurrences within community.

Rating	Adjective Description	Number of Historical
		Occurrences (within 50 years)
0	None	Never occurred
1	Low	5 or few occurrences
2	Medium	6-9 occurrences
3	High	More than 10 occurrences

# 2) Probability – Likelihood of the hazard occurrence, sometimes without regard to hazard history.

Rating	Likelihood	Frequency of Occurrence
1	Rare	Probability of occurrence = one
		chance in the next 50+ years
2	Low	Probability of occurrence = at
		least one chance in the next 25-
		50 years
3	Medium	Probability of occurrence = at
		least one chance in the next 10-
		25 years
4	High	Probability of occurrence = at
		least one chance in the next 1
		to 10 years

#### 3) Vulnerability –Percentage of people and property that would be affected by the hazard event.

Rating	Magnitude	Percentage of People and Property Affected
1	Negligible	Less than 5%
2	Limited	5% to 10%
3	Critical	10% to 25%
4	Catastrophic	More than 25%

#### 4) Spatial Extent –The geographical area of the community that might be impacted.

Rating	Magnitude	Percentage of jurisdiction affected
1	Negligible	Less than 10%
2	Limited	10% to 25%
3	Critical	25% to 50%
4	Catastrophic	More than 50%

# 5) Magnitude (Severity of Impact) – Assessment of severity in terms of fatalities, injuries, and property/economic losses.

Rating	Likelihood	Characteristics
1	Negligible	Few if any injuries or illness,
		Minor quality of life lost with
		little or no property damage,
		Brief interruption of
		facilities/services less than 4 hrs
2	Limited	Minor injuries and illness,
		Minor or short term property
		damage that does not threaten
		structural stability, Loss of
		essential facilities and services
		for 4 to 24 hours
3	Critical	Serious injury and illness,
		Major/ long term property
		damage; threatens structural
		stability, Shutdown of essential
		facilities and services for 24 to
		72 hours
4	Catastrophic	Multiple deaths, Property
		destroyed or damaged beyond
		repair, Complete shutdown of
		essential facilities/services for
		3+ days.

Risk assessment methods included the use of FEMA's HAZUS but, because of limitations associated with this data, Blaine County's own current GIS property valuation data was primarily used to generate loss estimates.

Risk assessment activities also included the mapping of hazard occurrences, at-risk structures, including critical facilities, and repetitive flood loss structures, land use, and populations.

## **Repetitive Loss**

Repetitive Loss designations are used to eliminate or reduce the damage to property and the disruption of life caused by repeated damage, such as flooding, of the same properties. The criteria to determine repetitive loss includes the following:

- Four or more losses of more than \$1,000 each in a 5 year period; or
- Two losses within a 10-year period that, in the aggregate, equal or exceed the current value of the insured property.

## **Quantify Risk**

Once a hazard's risk has been evaluated, a picture of the over-all risk severity associated with that hazard emerges. The hazards with the highest total scores were considered the hazards of greatest concern for the County. The table below demonstrates the ranking of the eight natural hazards, with the priority hazards scoring highest and appearing in the light red rows, medium hazards appearing in light yellow, and the hazards ranking lowest appearing in green.

Once the numerical ranking was completed, a High/Medium/Low ranking system, the total score was then converted to a High/Medium/Low method of priority ranking.

## **Rank Severity**

To assist in prioritizing mitigation activities, the severities of all hazards considered in the Plan are ranked relative to one another using the above plotting scheme. Prioritization is also based on goals and objectives developed and approved by the Blaine County Board of County Commissioners.

## **Develop Mitigation Strategy**

As required by FEMA, this planning effort is centered on community supported hazard reduction goals to be implemented and evaluated based on measurable objectives. Mitigation projects are to be assessed against the established goals and objectives to ensure that the selected projects reduce risk as desired.

#### **Revise Plan**

This plan meets and, in some instances, exceeds, the requirements set forth by FEMA for multi-hazard mitigation plans and Public Law 106-39- (44 CFR 201.6). The plan drafts were provided to the committee for electronic review. This plan includes information on plan adoption, including a promulgation page for the county and an agreement to participate page for each incorporated city and taxing entity.

#### **Plan Review**

The initial plan review was conducted by the LEPC planning committee and the public during development. Once the plan was completed, it was submitted to the Idaho Office of Emergency Management (IOEM) Hazard Mitigation Officer and then to FEMA's Region 10's Hazard Mitigation Officer for review. The Blaine County Board of County Commissioners and other signatories also reviewed the plan in a parallel time frame.

# **Participating Jurisdictions**

The ability of the participating jurisdictions to implement mitigation strategies is critical to the success of the Mitigation Program. The following table provides an assessment of each participating jurisdictions' capabilities in relationship to the mitigation strategy. Additionally, each jurisdiction has planning processes which are in place to direct land use planning. Those documents were also reviewed and recommendations provided, which will lead to a synergistic approach to mitigation in the communities.

## **Stakeholder Participation**

Email correspondence was sent to several local and regional agencies involved in hazard mitigation activities, agencies that regulate development, and neighboring communities, including:

- Elected Officials
- US Forest Service
- Bureau of Land Management
- Canal Companies
- Fire Departments
- Hospital
- Health Department
- Idaho Office of Emergency Management
- US Army Corps of Engineers
- Law Enforcement
- Public Works
- Idaho Department of Transportation
- School District
- National Weather Service
- Idaho Department of Environmental Quality
- Wood River Amateur Radio Club

#### **Public Involvement**

Public involvement in the All Hazard Mitigation Process has three distinct objectives: documenting risk perception, development of risk reduction requirements, and solicitation of support for mitigation actions.

The Blaine County LEPC is in itself the best form of Public Participation. All LEPC Meetings are open to the Public. They are held at the same time and place each month, the second Thursday at the Elk Horn Fire Station. Due to the COVID pandemic, public came in the form of electronic communications.

The Blaine County Multi-Jurisdiction All Hazard Mitigation Plan was posted on the Blaine County's LEPC Website for Public Review. The Public was given an opportunity to comment on the Plan via emails to LECP Chairman email comments received were only from Elected Officials, Jurisdiction staff, and LEPC Committee Members. All Comments were addressed by the Committee during the review process. Meetings with the jurisdictions are listed above and sign in sheets can be found in Appendix A.

#### **Public Comment Period**

A public comment period was held from April 1, 2022 to April 30, 2022 to allow community members an opportunity to review the draft plan. Notice of the review was provided at the meetings and the draft plan was sent pout through email. Comments received were incorporated into the plan prior to submittal to the state for review. The final plan will be available on the Blaine County website and public libraries at adopting jurisdictions.

#### **Public Questionnaire**

Risk perception is the subjective judgment that people make about the characteristics and severity of a risk. Several theories have been proposed to explain why the different people make different estimates of the magnitude of risks. Risk perception is a significant part of the public involvement section of the Blaine County All Hazard Mitigation planning process. An electronic survey was used to gather public input and to measure the public attitudes towards the risk posed by the hazards in Blaine County. The survey was administered to the members of the LEPC and members of the public. A total of 83 people responded to the survey. The questions and results can be found in Appendix B.

The top five hazards as perceived by the community are:

- 1. Wildfire
- 2. Drought
- 3. Severe Weather
- 4. Flood
- 5. Pandemic

## **Continued Public Participation**

Blaine County is dedicated to the concept of public involvement in the planning process, including the review and updating of the AHMP. Copies of the plan will be made available to the public through the county website and by appropriate county departments and outside agencies. To this end, public meetings will be held, when deemed necessary by the Blaine County Disaster Services Coordinator, providing a forum where the public can express concerns, opinions, or new alternatives. These will be recorded and considered by the committee when updating the plan. Under the direction of the Board of County Commissioners, the Blaine County Disaster Services Coordinator will be responsible for using county resources to publicize public meetings and to maintain public involvement.

# **Section 2. County Profile**

Blaine County ranks 16th among Idaho counties in population and 7th in area. It is home to the Sun Valley Resort and relies heavily on recreation and tourism to create employment. Blaine County also has a strong agricultural industry and has an ideal climate for growing Barley of the highest quality. Other agricultural commodities include: alfalfa, wheat, oil seed, seed potatoes, sheep, horses, and cattle. Incorporated cites include Bellevue, Carey, Hailey, Ketchum and Sun Valley. Unincorporated areas include: , Gannett, West Magic, East Magic, Picabo, Sawtooth City (Smiley Creek), and Triumph. The odd shape of Blaine County, with its projection south to the Snake River, was established in 1890 so that the mainline of the Union Pacific Railroad would pass through the County in an effort to send tax revenue into the County.

#### Location

Blaine County is located in south central Idaho. The northern portion of the County is in the Sawtooth National Forest and Sawtooth National Recreation Area. Surrounding counties include Butte and Custer on the north; Camas on the west; Lincoln, Minidoka, and Cassia on the south; and Bingham and Power on the east.

## **Topography and Geography**

Topography in Blaine County varies greatly from the scenic high alpine country in the north to the desolate lava plains and desert mountains in the south. The Boulder and Smokey Mountains are in the northern portion of the County. The Smokey Mountains sit along the Blaine/Camas County border on the west. The Boulder Mountains sit along the Blaine/Custer County border on the east. The very southern reaches of the Sawtooth Valley are at the northern most tip of Blaine County. The Pioneer Mountains are south of the Boulder Mountains and sit along the Blaine/Custer/Butte County borders. The Wood River Valley sits between the Smokey and Boulder Mountains in the northern half of the County.

The Great Rift in the southeast portion of the County has unique lava formations similar to a lunar landscape. The Picabo Hills and Lava Hills are both located in southern Blaine County near US Highway 20.

Elevation in Blaine County ranges from 3,100 feet above sea level to 11,900 feet above sea level. Most of the populated areas are between 4,000 and 6,000 feet.

## Vegetation

Vegetation types in Blaine County are predominantly sage brush steppe, coniferous forest stands including Douglas fir and Lodgepole pine, scattered aspen stands associated with conifer stands, and cottonwood, willow, and alder riparian zones.

# Geology

Geology in northern Blaine County is very mixed. The Pioneer Mountains contain a core of gneiss overlain by younger Proterozoic and Paleozoic metamorphic rocks. The Pioneer Mountains were uplifted along the Wildhorse detachment fault during the Eocene and Oligocene, during and after

eruption of the Challis volcanic, which occupy much of the southern Boulder Mountains in the Little Wood River drainage. The upper plate of the detachment fault forms the bulk of the Pioneer Mountains and contains dark colored sand stone.

The Smokey Mountains, west of the Big Wood River, contain Paleozoic sedimentary rock of the Sun Valley group, intruded by the Cretaceous Idaho batholiths, and Eocene Challis granites. Lava flows, from the Challis volcanic, make up much of the Smoky Mountains west of Hailey and northwest of Ketchum.

The Boulder Mountains have Eocene pink granite at the base, overlain by sedimentary rocks and lava from the Challis volcanic. They were uplifted on a west-dipping normal fault which forms the scarp from Galena Summit to the Sawtooth National Recreation Area.

On the Snake River Plain in very southern Blaine County are Quaternary and Recent basalt flows. In southwestern Blaine County is the Magic Reservoir volcanic, a Miocene rhyolitic eruptive center. The Big Wood River runs through this area.

Geothermal activity in the form of natural hot springs is present in various areas of Blaine County.

The extent to which geothermal activity occurs in the area also suggests the possibility of additional geothermal sites as yet undiscovered. Utilization of these sites as an energy source may be of major importance to the area in the future.

Guyer Hot Springs, West of Ketchum, was developed in 1929. Still in use today, this system is utilized to heat homes and domestic water. To a lesser extent, the Hailey Hot Springs West of Hailey has been developed for similar use. Clarendon, Easley, and other springs are, or have been, developed for public and private recreational use. In most cases the full resource potential of these sites has not been realized.

Given the recreational orientation of the area and the potential need for additional energy sources, known and potential geothermal sites constitute a secondary natural resource.

#### Climate

Blaine County has a 4-season climate. Summers have mild nights and warm days; winter has cold temperatures and snow. A plant killing freeze is received in the upper Wood River Valley by July 4 and again by August 20. Precipitation levels generally decrease from the higher mountain regions to the lower desert regions.

The following tables list the average maximum and minimum monthly temperatures, as well as monthly precipitation and snowfall for two weather stations in Blaine County: Ketchum Ranger Station and Stanley Area, as provided by the Pocatello Office of the National Weather Service.

#### Ketchum Ranger Station Data:

Mean Max Temperature												
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
31.3	35	42.6	51.9	61.6	69.7	80	78.7	69	55.9	41.2	30.3	53.9

	Mean Min Temperature											
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
8	11.1	18.7	26.9	34.7	39.9	45.1	43.5	36.1	27.7	17.4	9.2	26.5
					Mean 1	Γotal S	nowfal	l				
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
27	17.2	10.5	3.2	0.2	0	0	0	0	1.6	10.3	32	102
	Mean Total Precipitation											
1		N 4 I-	A 1	N 4	luna	Lide	۸۰۰۰	Sept	Oct	Nov	Dec	Annual
Jan	Feb	March	April	May	June	July	Aug	sept	Ö	NOV	טע	Annual

#### Stanley Ranger Station:

	Mean Max Temperature											
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
29.5	34.9	42.5	48.6	60.3	68.7	79.9	79.7	70	55.4	38.8	27.8	53
	Mean Min Temperature											
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
4.4	7.1	14.1	20.9	29.7	34.5	28.7	37	30.6	24.1	13.9	5.9	21.7
					Mean 1	Γotal S	nowfal	l				
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
15.2	12.8	1.9	5	0.9	0.2	0	0	0.4	2.4	9.9	13.8	50.3
	Mean Total Precipitation											
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
1.74	1.32	2.2	1.69	1.49	1.6	0.63	0.48	1.01	1.59	2.19	1.92	17.86

The map below shows average annual precipitation for Blaine County. Some portions of Northern Blaine County receive as much as 40 inches of rain annually, while southern Blaine County receives approximately 8-14 inches annually.

Using the data tables for average low, average high, average mean temperatures and average precipitation for each month going back over the last 10 years, you really can't find any trends up or down. But if you examine the totality of the period of record (1938-2020) you do find these trends:

From 1938-2020 at Ketchum Ranger Station:

- Average low temperatures show a marked increase
- Average high temperatures show a very slight decrease
- Average mean temperatures show an increase due to those increased low temperatures
- Average precipitation totals show no trend
- Average snowfall shows a marked decrease

In summation, the data in Ketchum show a trend toward warmer nights and less snow overall. This data is consistent with climate change and it something that should be addressed as an increased risk.

## **Land Ownership**

Blaine County contains approximately 1,699,200 acres. The Federal Government owns approximately 77% of land in Blaine County. The US Forest Service owns land in northern Blaine County. The National Park Service (NPS) owns Craters of Moon National Monument and Preserve in Southern Blaine County. The Bureau of Land Management owns land in central and southern Blaine County. The BLM and the NPS jointly manage the area of Craters of the Moon National Park and Preserve. The State of Idaho owns approximately 3.5% of Blaine County, mostly in Central and Southern Blaine County scattered throughout BLM lands. Private lands consist of approximately 19.4% of Blaine County and are concentrated in the Wood River Valley and southern Blaine County.

#### **Land Use and Natural Resources**

Land use in Blaine County is dominated by Rangeland and Forest land. Agricultural land only makes up 5.8 percent of land use. Barren land makes up 18.6 percent of Blaine County, and is mostly found in the lava fields of southern Blaine County.

Although not shown on the land use type table, recreation is another important land use in Blaine County. The large amounts of federal land and the private recreation establishments attract a large number of visitors each year.

Historically, mining was a significant natural resource to Blaine County. The Idaho Geological Survey has over 400 mines listed for Blaine County on their Mines and Prospects Database.

## **History**

Prospectors first entered the Wood River area soon after the beginning of the 1862 Boise Basin mining Boom. The County saw its first settlers in 1879 when farmers arrived in the Spring Creek area. The 1880 Wood River mining boom brought in a large influx of people including a significant number of Irish, Welsh, German, and Chinese immigrants. Towns like Bellevue and Hailey grew overnight in the frantic scramble for gold, silver, and lead. A smelting plant was constructed in Hailey in 1881, and smelting operations followed in other towns including Ketchum. The railroad arrived in 1884, and the mining boom reached its peak soon after. The boom began to lose its momentum when silver prices fell in the late 1880's and early 1890's. In 1895, established by combining Alturas and Logan Counties, Lincoln County was created out of Blaine County. Hailey was established as the county seat of Blaine County. During the early 1880's the communities of Bellevue, Carey, Picabo, and Gannet were also established.

During the 1880's Blaine County had a significant sheep industry as well. By 1900 more than two million sheep had been raised or trailed through the Wood River Valley. Between 1910 and 1920 more than one million head of sheep a year were trailed through the area. During this time Ketchum was one of the largest sheep shipping centers in the United States.

Later, when prices for metals stabilized, the North Star, Triumph, Muldoon, and Broadford mines once again became the largest employers of the county's male population. This remained true until the years of the Great Depression, which closed most of the area's major mines. The late 1930's and early World War II years saw a return of the mining prosperity. However, by 1957 many mines were closed and in 1970 the last major ore producer, The Silver Star Queen in the Broadford area closed.

Sun Valley resort was constructed in 1936 by the Union Pacific Railroad as an attempt to increase traffic on the passenger line. Steve Hannagan, UPRR publicist, launched a publicity campaign, and people, including celebrities from Hollywood, began to pour into the Wood River Valley. This was the start of the recreation boom for Blaine County which has continued to the present.

Since the original Sun Valley Resort opened, the County has become an important summer and winter recreation resort and year-round convention facility, as well as a much-desired place to live.

## **Demographics**

Blaine County has experienced strong, steady growth over the last decade. The population increased from 17,707 in 1996 to 21,501 in 2006 and to 21,329 in 2013. From 2006 to 2016, Blaine County saw the dropped by 0.8%. This drop is not considered significant and the population appears to be stabilized. Since then, the population has steadily increased again. In the 2010 Census the population of Blaine County was 21,376 and in 2020 it is 24,272, an increase of 13.5%.

The table below shows the population change for the past ten years for the County as well as each incorporated city.

	Population	Population	
Location	2010	2020	% Change
Blaine County	21376	24272	13.55%
City of Bellevue	2287	2486	8.70%
City of Carey	604	649	7.45%
City of Hailey	7960	9161	15.09%
City of Ketchum	2689	2879	7.07%
City of Sun			
Valley	1406	1496	6.40%

As demonstrated above the population of Hailey has grown the most in the last 10 years. While the other parts of Blaine County have grown about the same amount over the past 10 years.

# **Critical Infrastructure**

Listed below is the facilities of the county, cities and school district.

#### **Blaine County Facilities**

Blaine County has multiple facilities at multiple sites. A list of all the buildings and their locations are listed below.

206 1st Ave, Hailey	Courthouse
	Courthouse Stairs and Balcony
Hot Springs Parking Lot, Ketchum	Boat Dock Bldg
E 1/2 lots 5,6,7,8, Blk 10	Carey County Shop
SWSE, Sec 14, Hailey	County Shop
1 S 21 E, Carey	Fire Station
Glendale Road, Hailey	Glendale Shop
Lots 13 Thru 22, Hailey	Hailey Courthouse
Lots 4,5,6, Hailey	Hailey Judicial Building
Lots 13&14, Hailey	Hailey McBride Building
201 2nd Ave S, Hailey	Judical Building
Ohio Gulch, Ketchum	Landfill Bldg
	Landfill Recycle Building
Blaine County, Hailey	Magic Sub Bldg
302 1st Ave S, Hailey	McBride Bldg
219 1st Ave South, Hailey	New County Annex
210 1st Ave S, Hailey	Sheriff's Ofc & Jail
City of Carey	Road & Bridge Shop
	Annex to Main Bldg & Bridge Bldg
	Weed Bldg
	Fair Exhibit 4H Bldg
	Fair Exhibit Bldg #2
	Fair Loafing Shed
	Fair Stock Bldg #1
	Fair Stock Bldg #2
	Fair Storage Bldg
	Weed Shop-Ofc Storage

# **City of Bellevue Facilities**

Lower WR	
Meadows	Lift Station & Equipment
S. Bell Business Park	Lift Station & Equipment
75 Martin Lane	Maintenance Building
117 Pine St	Marshall Office

No address	Old City Hall
Chestnut & 8th	Pumphouse
Chantrelle Sub	Pumphouse & Equipment
Hwy 75 & Riverview	Pumphouse & Equipment
No address	Sewer Plant/Equipment
No address	1 million gal water Tank
115 Pine St	City Hall
O'Donnell Park	Concession Stand
75 Martin Way	Lift Station

# **City of Carey Facilities**

20482 Main Street	City Hall/Water District Office
Section 3, Twp 2 S, R 21	
E	Sewer House
	Storage Bldg at Sewer Plant
	Water Tank 165 gal
9 River Road	Water Tank 30,000 gal
Section 2 Twp 2 S R 21 E	Well House #1
9 River Lane	Well House #2

# **City of Hailey Facilities**

Main Office/Lab				
Electrical Bldg/Generator				
Headworks				
Wastewater Treatment Plant				
Wastewater Treatment Plan Process Bldg/Basins				
Waste Treatment Shop				
Wastewater Treatment Digester				
Water Reservoir, 1Million Gallons				
Water Reservoir, 2Million Gallons				
Well Building				
Lift Station (Pmp HS)				
Pumphouse				
Pumphouse n/Chlorine Contact Chamber				
Pumphouse				
Pumphouse				
Pumping Station Riverside				
Regulator Station				
Hydrogen and Bldg and Equipment				
Storage Tank				

	Spring House
115 Main Street	City Hall PD/Library
218 N Main	Museum
617 S 3rd Street	Fire Station
Lawrence Heagle Park	2002 Playground Wood & Metal Structure
	Restrooms/Pavilion Lion/eq.
	Surplus Building
Deerfield Park	Playground Equipment
Eastridge & Buckhorn	
Dr	Foxmoor Park
Hwy 75 & Airport Way	Hailey Skate Park
Hop Porter Park	Pavilion
	Pavilion & Playground Eq Update
	Restroom
Lions Park	Pavilion, powerbox, playground equip
Hwy 75 & 4th	Roberta McKercher Park (RV Dumps)
1811 Merlin Loop	City Shop
Airport Way Lot 9 Blk 9	City Shop
Treaty Road	Turbine Tank
Main Street	Rodeo Grounds with Area and Bleachers
	Welcome Center

# City of Ketchum Facilities

490 Fact Ava N	City Hall
480 East Ave N	City Hall
110 River Ranch Rd	Admn Building/Utilities Dept
	Aeration Basin/Utilities Dept
	Sludge Transfer Pump Bldg/Utilities Dept
	Truck Loading Bldg/Utilities Dept
	Bar Screen Bldg/Utilities Dept
	UV Disinfection Bldg/Utilities Dept
	Blower Bldg #2/Utilities Dept
	Sewer Operations Bldg/Utilities Dept
	Sewer Storage Bldg/Utilities Dept
	Effluent Filters Building
	Electrical Building
	Influent Pump/Utilities Dept
	Operations Bldg/Utilities Dept
	Aeration Basin/Utilities Dept
No address	Sludge Thickener Bldg/Utilities Dept
River Ranch Rd	Submersible Pump Bldg/Utilities Dept
1178 Warm Springs Rd	Pumphouse @ Parkwood/Utilities Dept

120 River Rock Rd	Pumphouse @ Big Wood/Utilities Dept
100 Park Circle West	Pumphouse @ Northwood Park/Utilities Dept
1197 Warm Springs Rd	Pumphouse @ Rotary Park/Utilities Dept
No address	Clarifier Bldg #1/Utilities Dept
No address	Clarifier Bldg #2/Utilities Dept
No address	Aerobic Digester Bldg/Utilities Dept
122 Saddel Road	Bigwood Booster/Utilities Dept
Trail Creek Well	Pumphouse @ Sun Valley/Utilities Dept
No address	Blower Bldg #1/Utilities Dept
1300 Warm Springs Rd	Water System Booster Station/Utilities Dept
260 10th St	Ketchum Street Dept/Street Dept
	New Street Dept Bldg/Street Dept
991 Warm Springs Rd	Old Street Bldg/Street Dept
531 5th Street	Bonning Cabin/Park Dept
120 1st St E	Building-Forest Service/Park Dept
Lewis ST	Church/ Park Dept
191 River St	Garage/Warehouse/Park Dept
580 Main ST	Memory Park/Park Dept
500 East Ave N	Ore Wagon Museum/Park Dept
120 First Ave S	Public Restroom FS/Parks Dept
900 Third Ave N	Atkinson Park Bldg/Restroom
171 River St	Bldg/Single Family Dwelling/Park Dept
Atkinson Park	Pumphouse @ Atkinson Park/ Park Dept
	Tennis Court/Equip/Parks Dept
	Bleachers/Park Dept
	Picnic Shelter/Parks Dept
900 Campus Way	Rental Dwlg/Dizzy's/Park Dept
1173 Warm Springs	
Road	Rotary Park Picnic Shelter/Parks Dept
	Rotary Park Restrooms/Parks Dept
131 River ST	Single Family Dwelling
180 First Street E	Ski Museum-FS/Parks Dept
100 First Street E	Warehouse/FS/Parks Dept

# **City of Sun Valley Facilities**

81 Elkhorn Road	City Hall
Morningstar &	
Arrowleaf	Elkhorn Fire Station
	Fire Station and
	Storage

## **Public Services**

#### Sewer and Water

Water and sewer systems in Blaine County are under the jurisdiction of the South Central Health District.

Communities which are currently served by municipal water systems include: Ketchum, Sun Valley/Elkhorn, Hailey/Woodside, Bellevue, Picabo, and Carey. In addition to the municipal systems there are numerous community and non-community water systems serving trailer parks and subdivisions. Community water systems are those which serve at least ten (10) households or twenty-five residents. Non-community water systems serve less than ten (10) households or less than twenty-five (25) permanent residents. The majority of county residents use domestic wells for their water source.

Communities which are currently utilizing municipal sewage treatment plants include: Ketchum, Bellevue, Sun Valley/Elkhorn, Hailey/Woodside, and Carey area. In addition, Blaine County has several subdivisions, a major rest stop area at Timmerman junction, and trailer parks which are served by common underground sewage disposal fields or package plants.

## **Solid Waste Management**

Blaine County currently operates landfills at Ohio Gulch near Hailey, and a transfer station at Carey.

## **Public Utilities**

**Intermountain Gas** provides natural gas to residents and commercial customers in the Wood River Valley from the Sawtooth National Recreation Area on the north, to Bellevue on the South.

**CenturyLink** provides telecommunications services for residents and commercial customers in the Wood River Valley and Picabo areas.

**Frontier Telephone Company** provides telecommunications for residents and commercial customers in the Carey and Picabo area.

Cox Communications provides telecommunications in the Wood River Valley area.

#### **Electrical Power**

**Idaho Power** serves the residents and commercial customers of Blaine County, with the exception of the Stanley Basin, with electrical power. The Stanley Basin, in the very northern tip of the County, is served by the **Salmon River Power Cooperative**.

Power outages are an <u>extremely high concern</u> for Blaine County. Various natural and manmade disasters can, and do affect the electrical infrastructure in the County. Currently there is no redundancy built into the major transmission lines that feed electricity into the County. To alleviate the consequences in the event of a power outage redundancy needs to be included in the overall structure of the power grid. This will need to be done in cooperation with Idaho Power and the Salmon River Power Cooperative.

The following hazards pose a threat to the electrical infrastructure in Blaine County.

- Severe Storms
- Earthquake

- Landslide/Mudslide
- Avalanche
- Wildland Fire

Of the aforementioned hazards, four are surface hazards; they occur above ground, and one (1), earthquake, occurs below ground, but affects infrastructure both above and below ground. The existing transmission lines are run above ground, which is a standard procedure.<sup>1</sup>

The southern half of the Wood River Valley, from Hailey south, is served by two transmission lines, giving it redundant power service a majority of the year. However, the northern part of the Valley is served by a single transmission line. When a storm, accident or wild fire damages the line, there is no alternative way to provide power to the Ketchum/Sun Valley area. Idaho Power maintains and patrols this single line to a much higher standard than most other transmission lines in its service territory for just this reason. The line is, however, over 50 years old and will require even greater care in the future.

The two transmission lines serving as far north as Hailey provide better dependability than would a single transmission line. Presently, the combination of these two lines can serve the most extreme peak usage in the Valley at any time. However, the lines individually do not have the capability to serve the entire valley load at winter peak. This means that if one of the lines was to be taken out-of-service during the winter when Valley loads are the highest, the remaining line would not be able to carry the entire Valley load. The load would have to be reduced through the use of rotational outages for the duration of the outage. Depending on the cause and extent of the damage that caused the line to go out-of-service, the rotational outages could extend for several days.

If the transmission line serving from the Wood River Transmission Station north to Ketchum/Sun Valley is taken out-of-service at any time of year, there would be no way to serve most of the load in the north end of the Valley. As mentioned before, an outage of this line could cause potential hardships to the citizens and businesses of the north Valley. Idaho Power maintains and patrols this line to a significantly higher degree than it does most other transmission lines in the Idaho Power system. But as this line ages, it will become more and more difficult to maintain its dependability. The line was built in 1962 and as the years go by, it can be expected that more failures will occur. And no matter how much maintenance is done on this line, forces of nature can cause it to fail.

Historically power outages have been the most costly consequence of natural disasters in Blaine County. By exposing the transmission lines to natural hazards that may occur in the area, it may cause extenuating circumstances. An acceptable method of mitigation is to bury the transmission lines to protect them from events when they occur. This strategy has successfully been used in Jackson County, Missouri and in the City of Tallahassee in Leon County Florida to reduce risk to the electrical system. According to the Wood River Electrical Plan:

"Idaho Power cannot construct underground facilities unless there are extenuating circumstances that would require it. These circumstances could include environmental issues, or land availability issues." 2

Though it is not a common practice to construct underground facilities, because of extenuating circumstances, such as risk posed by natural hazards, this measure can be taken.

<sup>&</sup>lt;sup>1</sup> Idaho Power, Wood River Electrical Plan. December 2007, Pg 15

<sup>&</sup>lt;sup>2</sup> Idaho Power, Wood River Electrical Plan. December 2007, Pg 15

The Wood River Electrical Plan was developed through a collaborative process involving Idaho Power and a local Community Advisory Committee (CAC) in 2007 and referenced above. The purpose of the Plan is to identify the needed electrical system improvements to meet the Wood River Valley's electrical needs through build out. The CAC refined the Plan through 2012 based on stakeholder and public input from 40 presentations, 17 jurisdictional meetings, and 4 open house/ public presentations.

The CAC's priority since 2007 is Reliability, provided through redundancy. The recommendations for system improvement do not increase the amount of energy into the Valley, regardless of the energy source. Redundancy recommendations can run concurrently with renewable projects. Improvements strive to balance the "community's" tolerance for risk of an outage with viable solutions. The overall goal is to identify a feasible and fundable solution that meets energy reliability and community needs.

The CAC's Design Concept Recommendations include the need to improve reliability and reduce outage risk by:

- Strengthening the two existing 138 kV lines south of Hailey
- Adding a redundant 138 kV line between Hailey and Ketchum
  - Alternatives for the redundant 138kV line include:
    - Retaining the existing transmission line and locate the redundant line on a separate route from the existing line
    - Combining the new transmission line with existing distribution lines on new steel poles along the highway (results in a single line of poles)
    - Minimizing pole height as much as possible
    - Incorporating double circuit transmission in short distances only to reduce new visual impacts
    - Providing underground design options that respond to local aesthetic concerns<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> Wood River Electrical Plan Background and Status, October 2014

Line	Off Date/Time	On Date/Time	Duration (hr:min)	Cause Description
KING-WDRI 138kV	3/9/2017 22:36:00	3/9/2017 22:36:55	0 days 0 hrs 0 mins	TRIP/CLOSE - Unknown
KING-WDRI 138kV	3/25/2017 08:15:00	3/25/2017 08:15:10	0 days 0 hrs 0 mins	TRIP/CLOSE - Unknown
KING-WDRI 138kV	4/1/2017 09:48:00	4/1/2017 11:35:00	0 days 1 hrs 47 mins	Maintenance and Construction
MPSN-WDRI 138kV	5/21/2017 16:44:00	5/21/2017 16:44:00	0 days 0 hrs 0 mins	TRIP/CLOSE - Unknown
MPSN-WDRI 138kV	5/21/2017 16:44:00	5/21/2017 17:41:00	0 days 0 hrs 57 mins	Unknown
KING-WDRI 138kV	6/5/2017 07:34:59	6/30/2017 11:32:00	25 days 3 hrs 57 mins	Maintenance and Construction
KING-WDRI 138kV	7/17/2017 08:14:00	10/6/2017 09:37:00	81 days 1 hrs 23 mins	Maintenance and Constructio
KING-WDRI 138kV	9/19/2017 11:57:52	9/19/2017 12:13:45	0 days 0 hrs 15 mins	Foreign Interference
KING-WDRI 138kV	10/6/2017 09:37:00	7/17/2018 17:14:46	284 days 7 hrs 37 mins	Maintenance and Constructio
KING-WDRI 138kV	11/30/2017 08:00	11/30/2017 12:48	0 days 4 hrs 48 mins	Equipment Failure
MPSN-WDRI 138kV	02/14/2018 12:47	02/14/2018 12:50	0 days 0 hrs 3 mins	TRIP/CLOSE - Weather Relate
MPSN-WDRI 138kV	02/27/2018 14:20	02/27/2018 14:21	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relate
MPSN-WDRI 138kV	04/24/2018 22:29	04/24/2018 22:30	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relate
KING-WDRI 138kV	07/17/2018 17:12	07/17/2018 17:14	0 days 0 hrs 2 mins	Fire North of Richfield - Smo
KING-WDRI 138kV	11/05/2018 08:00	11/08/2018 12:14	3 days 4 hrs 14 mins	Maintenance and Construction
MPSN-WDRI 138kV	11/24/2018 02:00	11/24/2018 02:01	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relate
MPSN-WDRI 138kV	11/24/2018 02:17	11/24/2018 02:18	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relate
MPSN-WDRI 138kV	11/24/2018 02:52	11/24/2018 02:53	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relate
KING-WDRI 138kV	02/23/2019 06:52	02/23/2019 06:54	0 days 0 hrs 2 mins	TRIP/CLOSE - Weather Relat
KING-WDRI 138kV	02/23/2019 10:40	02/23/2019 16:13	0 days 5 hrs 33 mins	Equipment Failure
MPSN-WDRI 138kV	02/26/2019 02:07	02/26/2019 02:08	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relat
MPSN-WDRI 138kV	02/26/2019 02:21	02/26/2019 02:22	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relat
MPSN-WDRI 138kV	02/26/2019 02:22	02/26/2019 02:23	0 days 0 hrs 1 mins	TRIP/CLOSE - Weather Relat
MPSN-WDRI 138kV	02/26/2019 02:49	02/28/2019 11:01	2 days 8 hrs 12 mins	Maintenance and Construction
MPSN-WDRI 138kV	03/19/2019 09:00	03/19/2019 12:28	0 days 3 hrs 28 mins	Maintenance and Construction
MPSN-WDRI 138kV	04/23/2019 10:00	04/23/2019 13:07	0 days 3 hrs 7 mins	Maintenance and Construction
KING-WDRI 138kV	07/16/2019 05:50	07/16/2019 05:51	0 days 0 hrs 1 mins	TRIP/CLOSE - Unknown
KING-WDRI 138kV	08/03/2019 23:34	08/03/2019 23:35	0 days 0 hrs 1 mins	TRIP/CLOSE - Unknown
KING-WDRI 138kV	08/05/2019 01:37	08/05/2019 01:38	0 days 0 hrs 1 mins	TRIP/CLOSE - Unknown
MPSN-WDRI 138kV	08/26/2019 09:00	10/14/2019 13:23	49 days 4 hrs 23 mins	Maintenance and Construction
KING-WDRI 138kV	11/20/2019 14:30	11/20/2019 15:21	0 days 0 hrs 51 mins	Equipment Failure
KING-WDRI 138kV	01/07/2020 17:44	01/07/2020 17:47	0 days 0 hrs 3 mins	TRIP/CLOSE - Weather Relat
MPSN-WDRI 138kV	05/18/2020 09:00	05/22/2020 11:01	4 days 2 hrs 1 mins	Maintenance and Construction
MPSN-WDRI 138kV	05/20/2020 11:28	05/20/2020 12:20	0 days 0 hrs 52 mins	Equipment Failure
KCHM-WDRI 138kV	10/12/20 22:00	10/13/20 4:57	0 days 6 hrs 57 mins	Maintenance and Construction
MPSN-WDRI 138kV	11/13/2020 22:18	11/13/2020 23:52	0 days 1 hrs 34 mins	Unknown
KING-WDRI 138kV	12/04/2020 17:37	12/04/2020 17:39	0 days 0 hrs 2 mins	TRIP/CLOSE - Weather Relat
MPSN-WDRI 138kV	04/08/2021 16:00	04/23/2021 12:19	14 days 20 hrs 19 mins	Maintenance and Construction
MPSN-WDRI 138kV	04/22/2021 09:00	04/23/2021 12:56	1 days 3 hrs 56 mins	Maintenance and Construction
MPSN-WDRI 138kV	05/27/2021 16:43	05/27/2021 16:45	0 days 0 hrs 2 mins	TRIP/CLOSE - Unknown
KING-WDRI 138kV	06/01/2021 16:58	06/01/2021 17:01	0 days 0 hrs 3 mins	TRIP/CLOSE - Unknown
KING-WDRI 138kV	07/12/2021 04:24	07/12/2021 05:06	0 days 0 hrs 42 mins	TRIP/CLOSE - Unknown
MPSN-WDRI 138kV	08/21/2021 18:31	08/21/2021 19:10	0 days 0 hrs 39 mins	TRIP/CLOSE - Unknown
KING-WDRI 138kV	09/13/2021 09:00	09/16/2021 10:16	3 days 1 hrs 16 mins	Maintenance and Construction
MPSN-WDRI 138kV	12/23/2021 16:20	12/24/2021 14:10	0 days 21 hrs 50 mins	TRIP/CLOSE - Weather Relat

## **Water Resources**

#### **Surface Water**

The two major rivers in Blaine County are the Big and Little Wood Rivers. The Big Wood River begins near Galena Summit and flows down the Big Wood River Valley through Ketchum, Hailey, and Bellevue. The Little Wood River begins in northern Blaine County Hyndman Peak. It flows down the Little Wood River Valley just east of the Big Wood River Valley. Smaller rivers and creeks include Camas Creek, Silver Creek, and Fish Creek.

Blaine County has numerous alpine lakes and reservoirs. The largest lakes are Alturas Lake, Pettit Lake, and Alice Lak, all found on the very northern tip of Blaine County. Large reservoirs include: Magic Reservoir at the confluence of Camas Creek and the Big Wood River, Carey Lake on the Little Wood River, and Fish Creek Reservoir on Fish Creek.

#### **Ground Water**

The southern half of Blaine County is underlain by the Snake River Plain Aquifer. The area of the Big Wood River Valley is underlain by a valley-filled aquifer, which is an unconsolidated aquifer that holds water in pore spaces between grains of sand and gravel. The Snake River Plain Aquifer is a consolidated aquifer that holds water in the cracks and pore spaces of solid basalt rock.

### Irrigation

Company Name	Irrigation Acres	Source
Little Wood River	9,549 Acres	Little Wood River
Irrigation District		Reservoir
Lake Creek Meadows	96.98 Acres	
Homeowners Assn Inc		
Baseline Canal Co.	3,469 Acres	
Fish Creek Reservoir	10,328.3 Acres	Fish Creek Reservoir
Co. Inc.		
American Falls	403.6 Acres	American Falls
Reservoir Dist. #2		Reservoir

**Blaine County Irrigation Companies** 

# **Transportation**

Major routes through Blaine County include US Highway 93/26, US Highway 20, and Idaho State Highway 75. US Highway 93/26 is a north/south route that connects the County with Shoshone and Twin Falls to the south, and Arco and Challis to the north via the City of Carey. US Highway 20 is an east/west route that connects the County to Mountain Home to the west and joins US 93/26 at Carey. State Highway 75 is a north/south route that connects the County to Shoshone to the south and Stanley to the north via the Big Wood River Valley. Loss of access to Highway 75 would be significantly detrimental to the Big Wood Valley.

Approximately 450 miles of local roads are maintained by the County, of which approximately 125 are paved. Most of these county roads originally serviced the first settler's farms or mines. They primarily follow section lines dividing farms and ranches, or run up the canyons off the Big Wood River. Each of the cities except Carey are responsible for the transportation needs within its annexed boundaries.

# **Bridges**

There are approximately 75 public bridges in Blaine County. All bridges are currently have rating of fair to good according to the Idaho Department of Transportation.

# **Airports**

Blaine County has one major airport, The Friedman Memorial Airport (FMA). It is operated under a joint powers agreement between the City of Hailey and Blaine County. There are other small airports in the county in Carey, Picabo, Magic Reservoir and Smiley Creek.

# Housing

According to the United States 2020 Census data there are 15,600 housing units in Blaine County. Of these, 29.9% were renter occupied housing units and 70.1% were owner occupied housing units. New residential construction has been substantial in Blaine County during the past two years, with the average sale price of a home increasing at a higher rate than earnings or personal income.

# Section 3. Risk Assessment

An all hazard risk assessment is an integral part of the core functions of emergency management, which include (1) prepare, (2) respond, (3) recover, and (4) mitigate. Emergency Management is a vital part of a community's ability to evaluate hazards facing the community and where mitigation action can be focused.

Hazards that pose a threat to human life, health and well-being are myriad and no attempt is made here to compile an exhaustive list. Those that are addressed in disaster planning are generally categorized as "natural" or "non-natural." FEMA contains a thorough discussion of hazards in section entitled "FEMA's Multi-Hazard Identification and Risk Assessment (MHIRA)". Some hazards are a threat to all geographic areas, while others (e.g., tsunami in coastal regions) are not. Hazards that have been identified as significant in this county and that are considered in the AHMP include:

#### Natural Hazards:

Drought

Severe Weather

Flooding

Dam Failure

Earthquake

Landslide/Mudslide

Snow Avalanche

Wildfire

Climate Change

#### Non-Natural Hazards:

Communicable Diseases

Structural Fire

**Nuclear Event** 

Hazardous Material/Nuclear Event

Terrorism/Riot/Demonstration/Civil Disorder

# **Hazard Profile**

The following information was gathered for each hazard:

- Hazard Description Description of the hazard.
- Historical Frequency Data to support how often the hazard has occurred.
- Hazard Impact Potential impacts of the hazard on the community.
- Loss Estimates Loss estimates from each hazard.

#### Limitations

Hazards analysis is complicated and should be considered an initial step in evaluating the community's hazards. Hazard analysis provides valuable information to help identify goals, prioritize actions, plan and

prepare, and recover and mitigate future hazards. Hazards assessment is not an exact science and cannot predict future hazards or their impacts. As the community and climate changes, so do the hazards and impacts.

## **Hazard Loss Modeling**

To supplement the risk analysis, hazard loss modeling was utilized. The updated HAZUS, a regional multihazard loss estimation model that was developed by FEMA and the National Institute of Building Sciences (NIBS), along with Geographical Information System (GIS) mapping, was used to estimate the losses from potential flood and earthquakes. HAZUS estimates losses related to damage before, during or after the disaster occurs.

#### **Hazard Risk Determination**

Due to the complexity of assessing potential risk from each hazard, the risk determination of each hazard was based on the probability of the hazard event occurring and its potential impacts. At the fundamental level, a risk is a function of frequency and consequence. While defining the frequency of a hazard is straightforward, measuring consequences is more complex. Previous ratings, hazard modeling, GIS data, and planning committee members were used to measure consequences of hazards.

# **Severe Weather**

Hazard Overview: Severe Weather						
Location:	Cor	unty-wide				
Frequency/Previous Occurrence:		High				
Impact/Consequence:	N	Леdium				
Community Vulnerability:	Medium					
Overall Hazard Ranking by Jurisdiction						
Blaine County	Carey	Bellevue				
Medium	Medium	Medium				
Sun Valley	Ketchum	Hailey				
Medium	Medium	Medium				
Blaine County School District	Flood Control Dist. 9					
Medium	Medium					

The impacts of weather hazards may be widespread or more localized; however, all have the potential to be severe and directly life-threatening. Historical weather data are generally available in sufficient detail over long time periods, allowing for reasonably accurate risk assessments for planning purposes.

Severe weather includes those hazards that are found at all time of the year in Blaine County. This includes extreme temperatures, lightening, hail, wind, tornado, and winter storms. Each hazard is examined independently; however, it is recognized that these hazards typically occur together.

#### **Probability of Future Occurrence:**

Based on previous events throughout the county, as listed below in the tables below, there is 100% probability that severe weather will occur each year in Blaine County.

# **Repetitive Loss:**

Severe weather occurs frequently in Blaine County and it is assumed that there are repetitive losses especially caused by straight line wind damage; however, this type of loss is not reported to a single point and thus hard to track and quantify.

### **Extreme Heat**

#### Description

The term "extreme heat," sometimes called "heat wave," is to some extent a relative one describing a period when weather conditions include temperatures and humidity significantly higher than those usual for a particular geographic area. The National Weather Service (NWS) issues alerts to the public based on its Heat Index, which takes both temperature and humidity into account (see Figure 4.1.7). The NWS will initiate alert procedures when the High is expected to exceed 105°- 110°F (depending on local climate) for at least two consecutive days. The effects of extreme heat are often exacerbated in large urban areas due to the heat island effect and because stagnant atmospheric conditions may trap pollutants. Extreme heat conditions are not common to Idaho where, in general, humidity is low and weather patterns vary.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2002	28.1	31.9	39.0	58.7	67.1	78.3	88.8	81.5	74.1	57.6	45.3	36.6	57.3
2003	37.1	38.6	49.8	53.6	66.8	78.1	91.1	86.2	75.3	66.3	39.3	35.4	59.8
2004	27.2	30.0	49.8	57.5	64.2	75.9	84.5	80.1	72.2	57.7	43.4	33.6	56.3
2005	31.3	35.5	46.4	55.7	61.8	69.1	86.7	84.3	72.3	61.0	43.2	30.1	56.5
2006	32.3	29.3	39.8	55.7	68.4	80.5	90.7	79.9	73.3	58.6	42.1	32.1	56.9
2007	29.1	39.4	52.9	57.8	70.3	79.7	92.6	85.7	71.6	55.6	47.0	29.8	59.3
2008	26.2	32.4	38.1	50.6	65.9	75.3	86.7	83.5	74.6	59.1	48.4	31.3	56.0
2009	30.2	34.0	41.6	55.0	68.0	70.8	85.8	81.4	79.5	52.7	42.7	26.6	55.7
2010	33.1	33.4	43.7	54.1	57.8	71.1	83.1	80.9	75.9	62.7	40.0	32.6	55.7
2011	27.7	31.9	41.9	49.7	60.5	71.8	85.1	85.1	78.3	59.9	40.2	35.1	55.6
2012	34.8	34.0	46.8	60.8	66.9	76.4	87.5	85.7	76.7	59.1	46.4	31.9	58.9
2013	25.4	35.6	47.4	57.3	67.3	76.9	90.7	89.8	75.7	58.7	48.6	28.5	58.5
2014	37.1	37.0	48.9	59.9	70.5	75.8	89.0	81.0	76.7	66.7	42.9	38.0	60.3
2015	31.6	45.0	56.9	59.5	66.5	83.7	83.3	85.4	77.5	69.1	41.9	27.8	60.7
2016	29.1	34.5	47.5	63.7	64.6	79.6	84.6	85.9	71.7	60.7	51.7	25.5	58.3
2017	22.0	36.5	44.3	55.0	67.3	77.8	90.1	87.4	73.6	58.0	47.3	35.9	57.9
2018	40.1	38.3	42.3	58.6	71.4	76.2	89.2	86.6	78.1	59.3	45.4	30.8	59.7
2019	32.5	29.8	40.0	57.7	64.1	74.5	86.3	87.1	85.8	54.3	47.8	31.8	57.6
2020	31.1	34.2	46.4	43.5	68.3	73.3	84.6	89.3	79.5	62.3	46.3	34.4	57.8
2021	36.0	33.9	48.6	56.9	68.3	85.4	92.5	83.1	78.3	61.4	47.7	35.8	60.7
2022	24.4	30.4	36.2	M	М	M	M	M	М	M	M	M	30.3
Mean	30.8	34.5	45.2	56.1	66.3	76.5	87.6	84.5	76.0	60.0	44.9	32.2	56.7

### **Historical Frequencies**

There have been no recorded days in which the temperature in Blaine County has reached or exceeded 105 degrees Fahrenheit. A heat wave encompassed all of southeastern Idaho from July 10 -15, 2002. Several records were set including 102 degrees at Picabo and 98 degrees at Ketchum. Since 2010 there has been 5 days where the temperature has been 90 degrees or higher.

#### **Impacts**

The primary impact of extreme heat is on human health causing such disorders as sunstroke, heat exhaustion, and heat cramps. Particularly susceptible are the elderly, small children, and persons with chronic illnesses. There are also undoubtedly indirect and chronic health effects from extreme heat the magnitude of which are difficult or impossible to estimate. Environmental effects can include loss of wildlife and vegetation and increased probability of wildfires.

#### Loss Estimates

Extreme heat places high demands on electrical power supplies that can lead to blackouts or brownouts. Economic impacts result from such factors as increased energy prices, loss of business as people avoid leaving their homes to avoid the heat, and agricultural losses.

# Lightning

## Description

Lightning is defined by the NWS as, "A visible electrical discharge produced by a thunderstorm. The discharge may occur within or between clouds, between the cloud and air, between a cloud and the ground, or between the ground and a cloud." A lightning discharge may be over five miles in length, generate temperatures upwards of 50,000oF, and carry 50,000 volts of electrical potential. Lightning is most often associated with thunderstorm clouds, but lightning can strike as far as five to ten miles from a storm. Thunder is caused by the rapid expansion of air heated by a lightning strike. Cloud-to-ground lightning strikes occur with much less frequency in the northwestern U.S. than in other parts of the country.

# **Historical Frequencies**

There are thousands of lightning strikes that occur in Blaine County in any given year, but only a small percentage cause damage. The Table below shows the number of thunderstorm lightning events over a 33 year period. According to the historical frequency of this record, one can expect at least a major thunderstorm with lightning every 1.4 years.

# **Lighting Events**

Cause	Number of Years	Number of Events	Return Interval
Thunderstorm	33	24	1.38 Years

## **Impacts**

Lightning is the second most deadly weather phenomenon in the U.S., being second only to floods. On average, sixty to seventy deaths per year are attributed to lightning nationally, and in Idaho the average is less than one per year. Despite the enormous energy carried by lightning, only about 10% of strikes are fatal. Injuries include central nervous system damage, burns, cardiac effects, hearing loss, and trauma. The effects of central nervous system injuries tend to be long-lasting and severe, leading to such disorders as depression, alcoholism, and chronic fatigue and in some cases to suicide. Lightning also strikes structures causing fires and damaging electrical equipment. Wildland fires are often initiated by lightning strikes, as are petroleum storage tank fires. About one third of all power outages are lightning-related.

#### **Loss Estimates**

The magnitude of economic loss is difficult to estimate. Government figures suggest annual national costs at around \$30 million, but some researchers find evidence that losses may be in the billions of dollars.

#### Hail

## Description

The NWS definition of "hail" is: Showery precipitation in the form of irregular pellets or balls of ice more than 5 mm in diameter, falling from a cumulonimbus cloud. Its size can vary from the defined minimum, a little over a quarter of an inch, up to 4.5 inches or larger. "Severe hail" is defined as being 0.75 inches or more in diameter. The largest hailstones are formed in supercell thunderstorms because of their sustained updrafts and long duration. Hail and severe hail are relatively uncommon in Idaho. In the ten-year period from 1986 to 1995 the national weather service recorded severe hail in Idaho on 113 occasions while in the same time period severe hail was recorded in Colorado nearly 1,400 times.

## **Historical Frequencies**

The following table provides a return interval for thunderstorms with damaging hail as reported by the National Weather Service between 1960 and 2022.

Cause	Number of Years	Number of Events	Return Interval
Thunderstorm	57	12	4.75 Years

#### **Impacts**

Deaths and injuries do happen but are rare.

#### **Loss Estimates**

Economic loss can be extensive, especially to agricultural based economies. Hail is very damaging to crops. Severe hail may cause extensive property damage including damage to vehicle paint and bodywork, glass, shingles and roofs, plastic surfaces, etc. Hail loss nationally is estimated at over one billion dollars annually.

#### **Tornado**

## Description

F-scale	Class	Wind speed	Description	
		mph	km/h	
F0	weak	65-85	105-137	Gale

F1	weak	86-110	138-177	Moderate
F2	strong	111-135	178-217	Significant
F3	strong	136-165	218-266	Severe
F4	violent	166-200	267-322	Devastating
F5	violent	> 200	> 322	Incredible

The NWS describes tornado as, "a violently rotating column of air, usually pendant to a cumulonimbus, with circulation reaching the ground. It nearly always starts as a funnel cloud and may be accompanied by a loud roaring noise. On a local scale, it is the most destructive of all atmospheric phenomena." Like hail, most tornadoes are spawned by supercell thunderstorms. They usually last only a few minutes, although some have lasted more than an hour and traveled several miles. Wind speeds within tornadoes are estimated based on the damage caused and expressed using the Enhanced Fujita (EF) Scale.

## **Historical Frequencies**

The table below lists recorded tornado and funnel cloud events in Blaine County. There have been 7 recorded tornado, or funnel cloud, events in Blaine County from 1960-2022. The last one occurred in 2006.

Cause	Number of Years	Number of Events	Return Interval
Thunderstorms	31	7	4.4 Years

Funnel Clouds are associated with a rotating column of air extending from the base of a cloud. If a funnel cloud touches the ground, it becomes a tornado. For this reason funnel cloud events were included in the frequency table.

Idaho has relatively few tornadoes, averaging three reported per year between 1953 and 2014. Tornadoes of F2 strength or greater are extremely rare in Idaho.

#### **Impacts**

Loss of utilities (primarily due to fallen trees) is common following tornadoes and, depending on circumstances, communities might be deprived of almost any kind of goods and services including food, water, and medical care. Agriculturally, crop and livestock loss is also possible as is loss of timber production.

#### **Loss Estimates**

There has been \$125,000 reported loss in the community from damage caused by Tornado activity.

# **Straight Line Winds**

# Description

The term "straight line wind" is used to describe any wind not associated with rotation, particularly tornadoes. Of concern is "high wind," defined by the NWS as, "Sustained wind speeds of 40 mph or greater lasting for 1 hour or longer, or winds of 58 mph or greater for any duration." Like tornadoes, strong, straight line winds are generated by thunderstorms, and they can cause similar damage. Straight line wind speeds can approach 150 mph, equivalent to those in an F3 tornado.

### **Historical Frequencies**

From 1960 through 2021 there were 96 damaging wind events were reported by the National Weather Service.

Cause	Number of Years	Number of Events	Return Interval
Wind	61	96	0.63 Years

A significant wind event occurred on July 31, 2013 in Carey. Several gusts in excess of 58 mph occurred on the 31st of July from thunderstorm winds.

#### **Impacts**

The impacts of straight line winds are virtually the same as those from tornadoes with similar wind speeds. The damage is distinguishable from that of a tornado only in that the debris is generally deposited in nearly parallel rows. Downbursts are particularly hazardous to aircraft in flight.

#### Loss Estimates

Since 1916 there has been some reported damage due to straight line or downburst damage in Blaine County, but no estimates were given.

### **Extreme Cold**

# Description

"Extreme cold" is another of the terms describing hazards that must be defined relative to what is considered normal in a given locale. What might be considered extreme cold varies considerably in the State of Idaho where normal winter temperatures in the southwest are appreciably more moderate than those in the northwest and far north. Very cold temperatures become a particular hazard when accompanied by winds of 10 mph or greater. The NWS has developed a formula for calculating "wind chill" based on temperature and wind speed, and in this region issues wind chill advisories when the wind chill temperature is predicted to be -10oF or less with winds of 10 mph or higher for one hour or more. Wind chill warnings are issued when wind chill temperature will be -20oF or less with winds of 10 mph or higher for one hour or more. As with extreme heat, extreme cold is of greatest concern when the condition persists for an extended period of time.

#### **Historical Frequencies**

Data from two NWS weather stations were analyzed in the frequency analysis. The station at Ketchum recorded 205 days in which the temperature reached or fell below 10 degrees Fahrenheit (2010-2014). The chart in the Table below shows the frequency of extreme cold events, which can be expected to occur at least every year.

Location	No. of Years	No. of Events	Frequency
Ketchum	5	205	0.02 years or 41 days a
			year below 10 degree
			F.

In years in which an extreme cold event occurs, it is likely that there will be more than one event in the winter months which are defined as January – March and November - December. A cold cluster is days where the low temperature is 10 degrees F or below for more than 3 days. Because of the cluster factor the frequency of extreme cold events in Blaine County is 0.65 months. The longest cluster of cold days was 13 days in January 2013.

### **Impacts**

Health effects of exposure to extreme cold include hypothermia and frostbite, both of which can be life-threatening. Infants and the elderly are most susceptible. In the United States, nearly 700 deaths are directly attributed to hypothermia annually.

### **Loss Estimates**

Extreme cold may cause loss of wildlife and vegetation, and kill livestock and other domestic animals. Economic loss may result from flooding due to burst pipes, large demands on energy resources, and diminished business activity. River flooding may take place as a result of the formation of ice jams.

## **Winter Storm**

### Description

The NWS describes "Winter Storm" as weather conditions that produce heavy snow or significant ice accumulations. For purposes of this analysis Severe Winter Storm is defined as any winter condition where the potential exists for a blizzard (winds >= 35mph and falling/drifting snow frequently reduce visibility < ¼ mile, for 2 hrs or more) heavy snowfall (valleys 6 inches or more snowfall in 24 hrs) mountains 9 inches or more snowfall in 24 hrs), ice storm, and/or strong winds.

#### **Historical Frequencies**

The following table lists the frequency of heavy snow events (6 inches or more in a 24 hour period) for two weather stations in Blaine County;

Location	No. of Years	No. of Events	Return Interval
Blaine County	52	38	1.36 Years

While winter storms happen multiple times every year in Blaine County. The southern part of the County doesn't experience the number of storms that the northern portion does, but winter storms are still prevalent. Severe winter storms as defined above have a return interval of 1.36 years.

## **Impacts**

The impacts of the very cold temperatures that may accompany a severe winter storm are discussed above. Other life-threatening impacts are numerous. Motorists may be stranded by road closures or may be trapped in their automobiles in heavy snow and/or low visibility conditions. Bad road conditions cause automobiles to go out of control. People can be trapped in homes or buildings for long periods of time without food, heat, and utilities. Those who are ill may be deprived of medical care by being stranded, or through loss of utilities and lack of personnel at care facilities. Use of heaters in automobiles and buildings by those who are stranded may result in fires or carbon monoxide poisoning. Fires during winter storm conditions are a particular hazard because fire service response is hindered or prevented by road conditions, and because water supplies may be frozen. Disaster Services may also not be available if telephone service is lost. People who attempt to walk to safety through winter storm conditions often become disoriented and lost. Downed power lines not only deprive the community of electricity for heat and light, but pose an electrocution hazard. Death and injury may also occur if heavy snow accumulation causes roofs to collapse.

#### **Loss Estimates**

Economic impacts arise from numerous sources including: hindered transportation of goods and services, flooding due to burst water pipes, forced closing of businesses, inability of employees to reach the workplace, damage to homes and structures, automobiles and other belongings by downed trees and branches, loss of livestock and vegetation, and many others.

#### **DROUGHT**

Hazard Overview: Drought				
Location:	County-wide	County-wide		
Frequency/Previous Occurrence:	Medium			
Impact/Consequence:	High			
Community Vulnerability:	Medium			
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey	Bellevue		
High	High	High		
Sun Valley	Ketchum	Hailey		
High	High	High		
Blaine County School District	Flood Control Dist. 9			
Rare	Rare			

Drought is an expected phase in the climactic cycle of almost any geographical region. Certainly, that is the case in the State of Idaho. Objective, quantitative definitions for drought exist, but most authorities

agree that, because of the many factors contributing to it and because its onset and relief are slow and indistinct, none is entirely satisfactory. According to the National Drought Mitigation Center, drought "originates from a deficiency of precipitation over an extended period of time, usually a season or more. This deficiency results in a water shortage for some activity, group, or environmental sector." What is clear is that a condition perceived as "drought" in a given location is the result of a significant decrease in water supply relative to what is "normal" in that area.

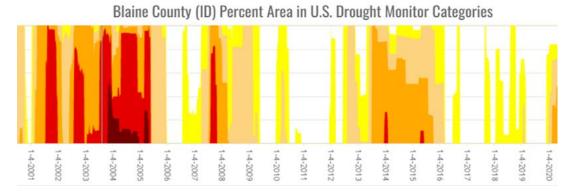
It should be noted that water supply is not only controlled by precipitation (amount, frequency, and intensity), but also by other factors including evaporation (which is increased by higher than normal heat and winds), transpiration, and human use. According to the NOAA National Climactic Data Center, parts of the State of Idaho experienced moderate to extreme drought conditions from the years 2010 through 2014 (see annual maps). Drought Emergency Declarations were issued for various counties by the Idaho Department of Water Resources in the years 2010-2014. Idaho's only Federal Drought Emergency Declaration was issued in 1977. Blaine County declared Drought Emergencies in 2010, 2012, 2013, and 2014.

#### **Historical Frequencies**

The Idaho Department of Water Resources reports that meteorological drought conditions (a period of low precipitation) existed in the State approximately 30% of the time during the period 1931-1982. Principal drought in Idaho, indicated by stream flow records, occurred during 1929-41, 1944-45, 1959-61, 1977, and 1987-92. The most prolonged drought in Idaho was during the 1930s. For most of the State, that drought lasted for 11 years (1929-41) despite greater than average stream flows in 1932 and 1938. In 1977, the worst single year on record, a severe water shortage occurred throughout Idaho and the West. Stream flows were below normal from 1979 to 1981. A Federal Declaration was issued in 1977 for the State of Idaho as well as Blaine County.

According to the Idaho Department of Water Resources (IDWR) the following Drought Emergency Declarations were issued for Blaine County since 2009:

- April 14, 2010
- July 16, 2012
- May 14, 2013
- April 24, 2014
- May 26, 2020
- April 15, 2021



#### **Impacts**

Drought is agriculture's most expensive, frequent, and widespread form of natural disaster. The current drought in the interior West is part of a multi-year drought that began in 1999, worsened in 2000, and has continued, with some interruptions thus far into 2004. As a result, the drought in the West was slow to develop, and likewise, will be slow to recede.

Drought produces a complex web of impacts that spans many sectors of the economy and reaches well beyond the area experiencing physical drought. This complexity exists because water is integral to our ability to produce goods and provide services.

Impacts are commonly referred to as direct or indirect. Reduced crop, rangeland, and forest productivity; increased fire hazard; reduced water levels; increased livestock and wildlife mortality rates; and damage to wildlife and fish habitat are a few examples of direct impacts. The consequences of these impacts illustrate indirect impacts. For example, a reduction in crop, rangeland, and forest productivity may result in reduced income for farmers and agribusiness, increased prices for food and timber, unemployment, reduced tax revenues because of reduced expenditures, increased crime, foreclosures on bank loans to farmers and businesses, migration, and disaster relief programs. Direct or primary impacts are usually biophysical. Conceptually speaking, the more removed the impact from the cause, the more complex the link to the cause. In fact, the web of impacts becomes so diffuse that it is very difficult to come up with financial estimates of damages. The impacts of drought can be categorized as economic, environmental, or social.

Many economic impacts occur in agricultural and related sectors because of the reliance of these sectors on surface and subsurface water supplies. In addition to obvious losses in yields in crop and livestock production, drought is associated with increases in insect infestations, plant disease, and wind erosion. Droughts also bring increased problems with insects, diseases to forests, and reduced growth. The incidence of forest and range fires increases substantially during extended droughts, which in turn places both human and wildlife populations at higher levels of risk.

#### **Loss Estimates**

Income loss is another indicator used in assessing the impacts of drought because so many sectors are affected. Reduced income for farmers has a ripple effect. Retailers and others who provide goods and services to farmers face reduced business. This leads to unemployment, increased credit risk for financial institutions, capital shortfalls, and loss of tax revenue for local, State, and Federal government. Less discretionary income affects the recreation and tourism industries. Prices for food, energy, and

other products increase as supplies are reduced. In some cases, local shortages of certain goods result in the need to import these goods from outside the stricken region. Reduced water supply impairs the navigability of rivers and results in increased transportation costs because products must be transported by rail or truck. Hydropower production may also be curtailed significantly.

# **Climate Change**

Hazard Overview: Climate Change			
Location:	County-wide		
Frequency/Previous Occurrence:	Low		
Impact/Consequence:	High		
Community Vulnerability:	Medium		
Overall Hazard Ranking by Jurisdiction			
Blaine County	Carey Bellevue		
High	High	High	
Sun Valley	Ketchum Hailey		
High	High High		
Blaine County School District	Flood Control Dist. 9		
High	High		

Climate Change, also often referred to as "Global Warming," describes an ongoing process of increasing global temperatures that do not follow historical trends of what a natural climate cycle looks like, which comes with many further effects. Since the onset of the industrial revolution in the late 1700s and the widespread use of fuels that emit carbon dioxide and other greenhouse gases, humans have been steadily increasing the amount of these gases in our atmosphere, which leads to more heat energy from the sun being trapped near Earth's surface, raising temperatures.

Rapid temperature changes, with the planet warming about one degree Fahrenheit over the last 50 years (EPA, 2016), has caused major shifts in weather patterns that can be very difficult to predict and adapt to, given the timeframe in which the changes have occurred. While some areas may face similar changes to their weather patterns, different regions and local climates face unique combinations and severity of these changes, meaning each area must adapt according to the local effects that are being faced. Extreme weather events are being seen more commonly and the severity is increasing. Climate change influences droughts, wildfires, floods, blizzards, and land/mudslides, along with a plethora of non-weather-related issues. Blaine County, and Idaho as a whole, are particularly susceptible to all these extreme weather events events, as they have been historically prevalent even without climate change being as drastic as it is today.

#### **Historical Frequencies**

Unlike other hazards, climate change is not an event, but rather a process that has been ongoing for centuries. It does have a general beginning period, but has not ended, and will not for long time, making it a unique hazard. Not only is it unique in this regard, but it is also one completely manufactured by humans as opposed to something out of our control, and it affects the entire planet, not just one

localized area. This instance of climate change is the only large-scale, man-made shift in climate conditions in history, giving us little experience to base our responses off.

#### **Impacts**

Much of the threat that climate change poses to humans comes from the change that it has brought to extreme weather events. In many areas and for many events, the scale, duration, frequency, and severity are simultaneously increasing, making them much more devastating to us and the infrastructure that we have in place. In Blaine County and across Idaho, this has been seen very recently in two of Blaine's four most threatening hazards: wildfires and droughts; and the frequency of extreme weather events are forecast to further escalate (Idaho Climate-Economy). Droughts and wildfires often occur simultaneously, as the overly dry conditions increase an area's susceptibility to burning. Areas can quickly be devastated by this combination of events.

Idaho is the nation's leader as the most heavily burned state, with an average of almost 1% of the total land being burned per year since 1984, which is likely to double in the coming years (EPA, 2016). This is largely due to ongoing drought conditions, but pests like pine beetles are becoming more common with higher temperatures, which also increase the susceptibility of trees to burn (EPA, 2016). Wildfires pose threats not only to infrastructure and industries such as logging and agriculture, but also serve as positive reinforcers of climate change by reducing the amount of carbon dioxide removed from the atmosphere by trees and other plants, furthering warming effects and the dry conditions that allow fires to thrive. Wildfires produce higher levels of air pollution, too, which can lead to immediate and long-term health problems, especially for at-risk populations and those with underlying respiratory issues. This can be especially damaging in communities that enjoy lots of outdoor recreational activities, as those in Blaine County do.

2021 was a record-breaking year and one that stood out in many regards pertaining to the drought that was faced in Idaho. Here are some notable facts about the 2021 drought outlined in the Idaho Drought Update (Hoekema, 2021):

- Idaho saw an exceptionally severe spring drought
- Second driest year on record from March-July, only behind 1924
- The statewide record was set for the average temperature across June and July
- Fifth driest statewide year on record
- In the 2021 water year (October 2020-September 2021), February was the only month that recorded an average temperature lower than the 1991-2020 average
- The highest average temperature from June-July ever recorded occurred in each of Idaho's five major basins
- As of July 2021, Blaine County, along with almost the entire state of Idaho, is experiencing an exceptional drought (D4), the most severe classification

This drought was unprecedented and completely unplanned for because it was not preceded by a lack of snow, which all other recent, major droughts in Idaho have been. This highlights the unpredictability in weather patterns that climate change is causing; signs that we have relied on in the past to predict future conditions are becoming less certain. What is certain is that weather patterns are going to continue to change. Idaho is predicted to see less snowpack, with precipitation likely increasing in the winter and spring, mainly in the form of rain, and decreasing in the summer (Idaho Climate-Economy).

More rain-on-snow events could also increase the likelihood of landslides and mudslides (Idaho Climate-Economy). Along with the reduced summer precipitation, increased evaporation and transpiration will decrease streamflow, leading to decreased hydroelectric capabilities in the months where demand is already highest and will only go up with a growing population and higher temperatures (Idaho Climate-Economy).

#### **Loss Estimates**

Climate Change brings about losses in almost every area. Droughts can place financial strain on the agricultural industry as well as on food security. Wildfires can devastate existing infrastructure, leading to staggering financial losses as well as a lack of safety for affected communities and emotional and/or physical harm to community members. Energy infrastructure may be destroyed by wildfires or severe storms; a loss of power can be fatal under the wrong conditions but can also cause financial losses when electricity is necessary, such as in the dairy industry for refrigeration. Outside of direct impacts to humans, climate change also causes great harm to biodiversity in any given area. Fish populations are dying as stream temperatures increase, and lower water levels make rivers less navigable for spawning. Potential spread of desert land may leave areas covered in plant life barren, aside from a select few species. It is difficult to pinpoint where the losses that climate change produces begin or end.

# **Flooding**

Hazard Overview: Flooding				
Location:	County	County-wide		
Frequency/Previous Occurrence:	Med	ium		
Impact/Consequence:	Hig	gh		
Community Vulnerability:	High			
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey Bellevue			
High	High	High		
Sun Valley	Ketchum	Hailey		
High	High	High		
Blaine County School District	Flood Control Dist. 9			
Rare	High			

Flooding is defined by NWS as "the inundation of normally dry areas as a result of increased water levels in an established water course." River flooding, the condition where the river rises to overflow its natural banks, may occur due to a number of causes including prolonged, general rainfall, locally intense thunderstorms, snowmelt, and ice jams. In addition to these natural events, there are a number of factors controlled by human activity that may cause or contribute to flooding. These include dam failure, levee failure, and activities that increase the rate and amount of runoff such as paving, reducing ground cover, and clearing forested areas. Flooding is a periodic event along most rivers with the frequency depending on local conditions and controls such as dams and levees. The land along rivers that is identified as being susceptible to flooding is called the floodplain. The Federal standard for floodplain management under the National Flood Insurance Plan (NIFP) is the "100-year floodplain."

This area is chosen using historical data such that in any given year there is a one percent chance of a "Base Flood" (also known as "100-year Flood" or "Regulatory Flood"). A Base Flood is one that covers or exceeds the 100-year floodplain. In Idaho, flooding most commonly occurs in the spring of the year and is caused by snowmelt. Floods occur in Idaho every one to two years and are considered the most serious and costly natural hazard affecting the State. In the twenty-five years from 1976 to 2000 there were five Federal and twenty-eight State disaster declarations due to flooding. The amount of damage caused by a flood is influenced by the speed and volume of the water flow, the length of time the impacted area is inundated, the amount of sediment and debris carried and deposited, and the amount of erosion that may take place.

Flooding is a dynamic natural process. Along rivers, streams, and coastal bluffs a cycle of erosion and deposition is continuously rearranging and rejuvenating the aquatic and terrestrial systems. Although many plants, animals, and insects have evolved to accommodate and take advantage of these everchanging environments, property and infrastructure damage often occurs when people develop coastal areas and floodplains and natural processes are altered or ignored.

Flooding can also threaten life, safety, and health and often results in substantial damage to infrastructure, homes, and other property. The extent of damage caused by a flood depends on the topography, soils and vegetation in an area, the depth and duration of flooding, velocity of flow, rate of rise, and the amount and type of development in the floodplain.

# Flood Terminology

A number of flood-related terms are frequently used in this plan and are defined below.

Flood Insurance Study (FIS): A Flood Insurance Study is the official report provided by the Federal Insurance Administration, which provides flood profiles, the flood boundary-floodway map, and the water surface elevation of the estimated 100-year base flood.

Flood Insurance Rate Map (FIRM): The Flood Insurance Rate Maps (FIRM) are the official maps on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

100-year Base Flood: Base Flood means the flood having a 1% chance of being equaled or exceeded in any given year. (Also referred to as the "100-year flood".)

Floodplain: A floodplain is land adjacent to a lake, river, stream, estuary, or other water body that is subject to flooding. If left undisturbed, the floodplain serves to store and discharge excess floodwater. In riverine systems, the floodplain includes the floodway.

Floodway: "Floodway" means the channel of a river or other watercourse and the adjacent areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

# **Types of Flooding**

Flooding can occur in a number of ways, and many times are not independent of each other and can occur simultaneously during a flood event: The Types of Flooding considered for this Plan include:

- heavy rainfall
- urban storm water overflow
- rapid snowmelt
- rising ground-water (generally in conjunction with heavy prolonged rainfall and saturated conditions)
- riverine ice jams
- flash floods
- fluctuating lake levels
- alluvial fan flooding

# **River or Stream Flooding**

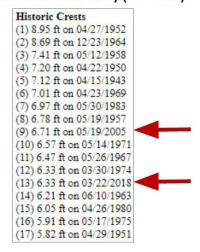
# Description

River flooding, the condition where the river rises to overflow its natural banks, may occur due to a number of causes including prolonged, general rainfall, locally intense thunderstorms, snowmelt, and ice jams.

# **Historical Frequencies**

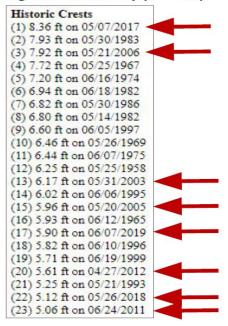
The National Weather Service recognized flood level for the Little Wood River at Carey is 5.8 ft. The USGS stream gage at that location has recorded for 86 years. The figure below illustrates the historic crests over that time.

#### Little Wood near Carey (FS = 5.8ft)



The NWS recognized flood level for the Big Wood River at Hailey is 5 ft. The USGS stream gage at that location has recorded for 98 years. The figure below illustrates the historic crests over that time.

## Big Wood at Hailey (FS = 5ft)



There is a 7% chance each year that the Little Wood River will flood at Carey, and a 25% chance that the Big Wood River will flood at Hailey. Hailey can expect one event at least every four years and Carey can

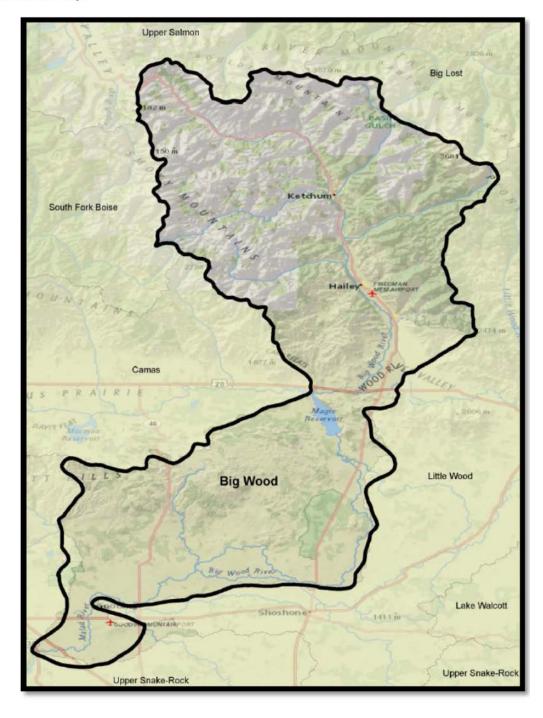
## **Impacts**

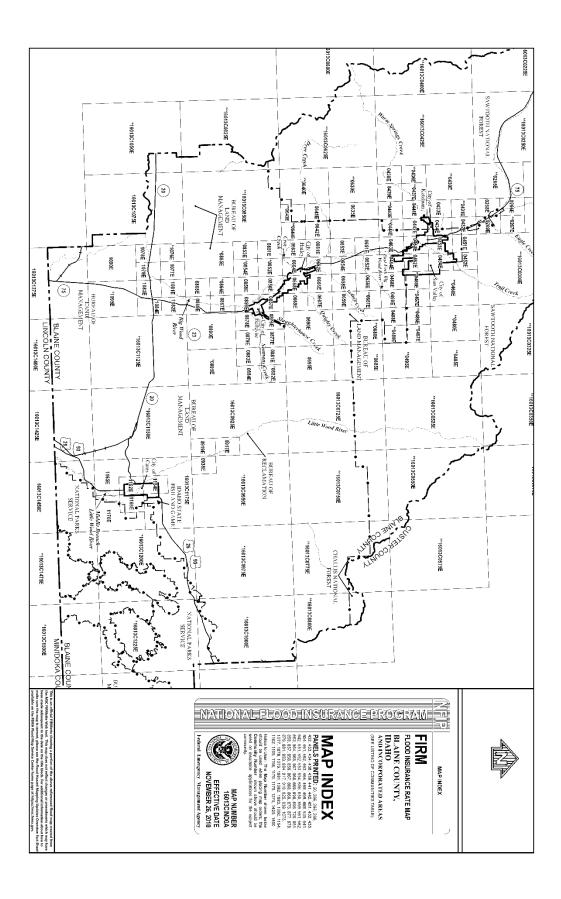
Human death and injury sometimes occur as a result of river flooding but are not common. Human hazards during flooding include drowning, electrocution due to downed power lines, leaking gas lines, fires and explosions, hazardous chemicals, and displaced wildlife. Economic loss and disruption of social systems are often enormous. Floods may destroy or damage structures, furnishings, business assets including records, crops, livestock, roads and highways, and railways. They often deprive large areas of electric service, potable water supplies, wastewater treatment, communications, and many other community services including medical care, and may do so for long periods of time.

## **Loss Estimates**

The Flood Insurance Rate Map (FIRM) for Blaine County is presented below. The Watershed Overview Map on the next page represents that Big Wood Watershed. The information that follows that figure is taken directly from the Flood Risk Report, For the Big Wood Watershed Study Area prepared in April 12, 2014 by the Army Corp of Engineers. Note the information following the watershed map provides information generated by the ACE on the expected losses in the communities affected in the watershed. Individual community information is found in the Community Vulnerability Section of this Plan.

# **Watershed Overview Map**





### **Dam Failure**

Hazard Overview: Dam Failure				
Location:	Localized	Localized		
Frequency/Previous Occurrence:	Rare			
Impact/Consequence:	High			
Community Vulnerability:	Medium	Medium		
Ov	Overall Hazard Ranking by Jurisdiction			
Blaine County	Carey	Bellevue		
Rare	Medium	Rare		
Sun Valley	Ketchum	Hailey		
Medium	Medium	Rare		
Blaine County School District	Flood Control Dist. 9			
Rare	Medium			

## Description

Dam failure is the unintended release of impounded waters. Dams can fail for one or a combination of the following reasons:

- Overtopping caused by floods that exceed the capacity of the dam
- Deliberate acts of sabotage
- Structural failure of materials used in dam construction
- Poor design and/or construction methods
- Movement and/or failure of the foundation supporting the dam
- Settlement and cracking of concrete or embankment dams
- Piping and internal erosion of soil in embankment dams
- Inadequate maintenance and upkeep

Failures may be categorized into two types; component failure of a structure that does not result in a significant reservoir release, and uncontrolled breach failure that lead to a significant release. With an uncontrolled breach failure of a manmade dam there is a sudden release of the impounded water, sometimes with little warning. The ensuing flood wave and flooding have enormous destructive power. The Idaho Department of Water Resources (IDWR) is responsible for dam safety in this State. The program is described as follows (from the "Dam Safety Program," IDWR web site):

Dams 10 feet or higher or which store more than 50 acre feet of water are regulated by the Idaho Department of Water Resources (as are mine tailings impoundment structures). Idaho currently has 546 water storage dams and 21 mine tailings structures that are regulated by IDWR for safety. The Dam Safety Section inspects these dams or tailing structures every other year unless one has a particular problem. Copies of all inspection reports for each of the dams and tailing structures are available at the IDWR State Office in Boise. Inspection reports are also available at the four IDWR Regional Offices for dams and tailing structures located in their specific regions.

# **Dam Classifications**

Each dam inspected by Idaho Water Resources is given both a size and risk classification.

#### Size Classification

Small – 3: Twenty (20) feet high or less and a storage capacity of less than one hundred (100) acre feet of water.

Intermediate -2: More than twenty (20) but less than forty (40) feet high or with a storage capacity of one hundred (100) to four thousand (4,000) acre feet of water.

Large -1: Forty (40) feet high or more or with a storage capacity of more than four thousand (4,000) acre feet of water.

#### **Risk Classification**

This classification is used by IDWR to classify potential losses and damages anticipated in down-stream areas that could be attributable to failure of a dam during typical flow conditions.

Low Risk – 3: No permanent structures for human habitation; Minor damage to land, crops, agricultural, commercial or industrial facilities, transportation, utilities, or other public facilities or values.

Significant Risk – 2: No concentrated urban development, one (1) or more permanent structures for human habitation which are potentially inundated with flood water at a depth of two (2) ft. or less or at a velocity of two (2) ft. per second or less. Significant damage to land, crops, agricultural, commercial or industrial facilities, loss of use and/or damage to transportation, utilities, or other public facilities or values.

High Risk – 1: Urban development, or any permanent structure for human habitation which are potentially inundated with flood water at a depth of more than two (2) ft., or at a velocity of more than two (2) ft. per second. Major damage to land, crops, agricultural, commercial or industrial facilities, loss of use and/or damage to transportation, utilities, or other public facilities or values.

## **Purposes Categories:**

N-Industrial, B-Mining, O-Other, C-Commercial, P-Power, D-Domestic, Q-Fire Protection, E-Erosion Control, F-Flood Control, S-Stockwater, G-Wildlife Protection, T-Mine Tailings, H-Fish Propagation, I-Irrigation, J-Stockwater and Irrigation, K-Domestic, Stock and Irrigation, L-Domestic and Irrigation, M-Municipal Supply

# **Dam Type**

Earth- Earth Fill, Rock- Rock Filled, CNGRV- Concrete Gravity, CNAR-Concrete Arch, MCNAR-Multiple Concrete Arch, TMCRB-Timber Crib, SLBT-lab and Buttress, RKMAS- Rock Masonry, Metal-Metal Sheet Pile, AUXDAM-Auxiliary Dam

Name	Stream	Purpose	Risk Category	Size Category	Туре	Storage Capacity(Acre Ft.)	Height(Ft.)
Trail Creek	Trail Creek	HR	1	3	TMCRB	81	18
Stanislaw Waterski Lake	Big Wood River (OS)	IR	2	3	EARTH	70	10
Magic	Big Wood River	IP	1	1	EARTH	191,500	113
Campbell	TR-Little Wood River	J	3	2	EARTH	550	13.3
Sonner	Canyon Creek	SG	3	2	EARTH	300	7
Little Wood	Little Wood River	I	1	1	EARTH	30,000	117
Quigley Creek	Quigley Creek	I	3	3	EARTH	20	12
Gimlet	TR-Big Wood River	A	2	3	EARTH	16	19.9
Indian Creek	Indian Creek	I	2	3	EARTH	19	14
Fish Creek	Fish Creek	I	1	1	MCNAR	12,743	88

Dams in Blaine County

Source http://www.idwr.idaho.gov/water/stream\_dam/dams/Dams.pdf

#### **Historical Frequencies**

There has been one recorded dam failure in Blaine County. On April 26, 1982 two small earthen dams collapsed under high spring runoff, flooding the area around Carey with two feet of water. 100 acres of farmland and over 24 homes and businesses were flooded, and bridge abutments had to be shored up after floodwaters ate away part of the stream bank. It is also reported that the Quigley Dam failed in the early to mid-1960's which impacted the City of Bellevue; losses were not given for the event.

#### **Impacts**

A failure of Little Wood River Dam or Fish Creek Reservoir would cause flooding in the Carey area. A failure at the Trail Creek Dam in Sun Valley could cause flooding in Sun Valley and in Ketchum.

#### **Loss Estimates**

A failure on the Little Wood River Dam would have devastating consequences in Blaine County and the City of Carey. According to the Bureau of Reclamation maps, there would only be 1.6 hours of warning time before the first flood wave reached the City of Carey. The following loss estimates were derived

from a GIS overlay of the inundation zone and the County parcel layer. There is a total of 823 land parcels in the inundation zone with a combined market value of \$27,593,399.

Assuming a 2 foot average flood depth the loss to structures in the inundation zone would be \$5,647,058 the contents loss would be \$8,278,019 for a total estimated loss of \$13,925,077. (Calculated using FEMA How-to Guide #2, page 4-12)

# Wildfire

Hazard Overview: Wildfire			
Location:	Cou	unty-wide	
Frequency/Previous Occurrence:		High	
Impact/Consequence:		High	
Community Vulnerability:		High	
Overall Hazard Ranking by Jurisdiction			
Blaine County	Carey Bellevue		
High	High	High	
Sun Valley	Ketchum	Hailey	
High	High High		
Blaine County School District	Flood Control Dist. 9		
High	High		

Wildfire is defined by the USDA Forest service as, "A fire naturally caused or caused by humans, that is not meeting land management objectives." It is generally thought of as an uncontrolled fire involving vegetative fuels occurring in wildland areas. Such fires are classified for hazard analysis purposes as either "Wildland" or "Wildland Urban Interface" fires. Wildland fires occur in areas that are undeveloped except for the presence of roads, railroads, and power lines, while Wildland Urban Interface fires occur where structures or other human development meets, or is intermingled with the wildland or vegetative fuels. Wildland fire is currently considered a natural and necessary component of wildland ecology and, as such, is most often allowed to progress to the extent that it does not threaten inhabited areas or human interests and well-being. At the Wildland Urban Interface (WUI), vigorous attempts are made to control fires but this becomes an increasingly difficult challenge as more and more development for recreational and living purposes takes place in wildland areas. Some wildland fires are ignited naturally (almost exclusively by lightning), but most ignitions are a result of human activities, either careless or intentional. The rapidity with which a wildland fire spreads, and the intensity with which it burns, is controlled by a number of factors including:

- Weather wind speed and direction, temperature, precipitation
- Terrain fires burn most rapidly upslope
- Type of vegetation
- Condition of vegetation dryness
- Fuel load the amount and density of vegetation
- Human attempts to suppress

In Idaho, fire was once an integral function of the majority of ecosystems. The seasonal cycling of fire across the landscape was as regular as the July, August, and September lightning storms plying across the canyons and mountains. Depending on the plant community composition, structural configuration, and buildup of plant biomass, fire resulted from ignitions with varying intensities and extent across the landscape. Shorter return intervals between fire events often resulted in less dramatic changes in plant composition. The fires burned from 1 to 47 years apart, with most at 5 to 20-year intervals. With infrequent return intervals, plant communities tended to burn more severely and be replaced by vegetation different in composition, structure, and age. Native plant communities in this region developed under the influence of fire, and adaptations to fire are evident at the species, community, and ecosystem levels. Fire history data (from fire scars and charcoal deposits) suggest fire has played an important role in shaping the vegetation in the Columbia Basin for thousands of years.

## **Historical Frequencies**

Between the years 1980 and 2022 there were a total of 1026 recorded wildfires in Blaine County. A breakdown of the number of fires per year in Blaine County is given in the table below. Wildland fires occur multiple times per year in the county.

Year	Number of	Acres Burned
	Fires	
1980	26	6,832
1981	43	3,431
1982	25	49,477
1983	15	11,347
1984	8	220
1985	17	2,608
1986	22	6,271
1987	27	7,321
1988	32	5,377
1989	44	3,673
1990	33	10,794
1991	41	13,331
1992	43	47,734
1993	12	200
1994	38	36,340
1995	33	7,590
1996	37	233,933
1997	19	384
1998	25	289
1999	35	203,216
2000	29	1,377
2001	29	1,244
2002	36	3,964
2003	25	6,797
2004	24	494
2005	33	49,756

2006	24	4,369
2007	30	60,675
2008	18	17,730
2009	12	125
2010	18	240
2011	19	756
2012	27	8,763
2013	17	101,456
2014	14	34,607
2015	16	4772
2016	14	77,900
2017	12	5906
2018	17	65,414
2019	14	989
2020	14	927
2021	12	570

## **Impacts**

Wildland fires threaten the lives of anyone in their path including hikers, campers, and other recreational users and, where suppression efforts are made, firefighters. Enormous volumes of smoke and airborne particulate materials are produced that can affect the health of persons for many miles downwind. Nearer to the fire, smoke reduces visibility, disrupting traffic and increasing the likelihood of highway accidents. As a result of wildland fire there may be changes in water quality in the area, and erosion rates may increase along with increased rainfall runoff and flash flood threat, and decreased rainfall interception and infiltration. Indirect impacts include losses to tourism, recreational and timber interests, and loss of wildlife habitat. Wildland Urban Interface fires have most, or all of the above impacts, as well as those of structural fires including injury and loss of life, loss of structures, and loss of contents. Agricultural losses may also be sustained including livestock, crops, fencing, and equipment.

## **Loss Estimates**

A GIS overlay operation was used to determine the number and value of land parcels that lie within the wildland urban interface. The following table represents the results of that analysis:

Hazard	No of Parcels Affected	Value of Affected Parcels
Wildland Fire	15,651	\$3,952,436,281

As experienced with the Castle Rock Fire (2007), the losses cannot be based solely on private property loss, but also the loss due to response, economic losses due to business and tourism interruption, and harvestable timber, to name a few.

# **Earthquake**

Hazard Overview: Earthquake				
Location:	County-wide			
Frequency/Previous Occurrence:	Medium			
Impact/Consequence:	Medium			
Community Vulnerability:	Medium			
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey	Bellevue		
Medium	Medium	Medium		
Sun Valley	Ketchum	Hailey		
Medium	Medium	Medium		
Blaine County School District	Flood Control Dist. 9			
Medium	Medium			

The U.S. Geological Survey (USGS) defines earthquake as: "Ground shaking caused by the sudden release of accumulated strain by an abrupt shift of rock along a fracture in the Earth or by volcanic or magmatic activity, or other sudden stress changes in the Earth." The hazards associated with earthquake are essentially secondary to ground shaking (also called seismic waves) which may cause buildings to collapse, displacement or cracking of the earth's surface, flooding as a result of damage to dams or levees, and fires from ruptured gas lines, downed power lines and other sources. Earthquakes cause both vertical and horizontal ground shaking which varies both in amplitude (the amount of displacement of the seismic waves) and frequency (the number of seismic waves per unit time), usually lasting less than thirty seconds. Earthquakes are measured both in terms of their inherent "magnitude" and in terms of their local "intensity."

The magnitude of an earthquake is essentially a relative estimate of the total amount of seismic energy released and may be expressed using the familiar "Richter Scale" or using the "moment magnitude scale" now favored by most technical authorities. Both the Richter Scale and the moment magnitude scale are based on logarithmic formulae meaning that a difference of one unit on the scales represents about a thirty-fold difference in amount of energy released (and, therefore, potential to do damage). On either scale, significant damage can be expected from earthquakes with a magnitude of about 5.0 or higher. What determines the amount of damage that might occur in any given location, however, is not the magnitude of the earthquake but the intensity at that particular place. Earthquake intensity decreases with distance from the earthquake's "epicenter" (its focal point), but also depends on local geologic features such as depth of sediment and bedrock layers. Intensity is most commonly expressed using the "Modified Mercalli Intensity Scale." This measure describes earthquake intensity on an arbitrary, descriptive, twelve degree scale (expressed as Roman numerals from I to XII) with significant damage beginning at around level VII. Mercalli intensity is assigned based on eyewitness accounts. More quantitatively, intensity may be measured in terms of "peak ground acceleration" (PGA) expressed relative to the acceleration of gravity (g) and determined by seismographic instruments.

While Mercalli and PGA intensities are arrived at differently, they correlate reasonably well. While the locations most susceptible to earthquakes are known, there is little ability to predict an earthquake in the short term.

### **Historical Frequencies**

The following table lists earthquakes that have been felt in Blaine County from 2014 to 2021. There have been 47 earthquakes felt in Blaine County over a period of 98 years, and 5 within the last 7 years. There is a 47.9% chance of an earthquake felt in Blaine County, and a reoccurrence interval of 2.1 years. It should be noted that only 1 of the earthquakes felt in Blaine County had an epicenter in the County.

Date	Time	Depth	Magnitude
6/25/2020	05:20:59 Z	7.54	4.6
4/1/2020	00:27:41 Z	10	4.8
3/31/2020	23:52:30 Z	12.06	6.5
1/3/2015	17:44:03 Z	8.5	5
4/13/2014	00:04:39 Z	3.5	4.8

#### **Impacts**

Earthquakes are capable of catastrophic consequences, especially in urban areas. Worldwide, earthquakes have been known to cost thousands of lives and enormous economic and social losses. In minor earthquakes, damage may be done only to household goods, merchandise, and other building contents and people are occasionally injured or killed by falling objects. More violent earthquakes may cause the full or partial collapse of buildings, bridges and overpasses, and other structures. Fires due to broken gas lines, downed power lines, and other sources are common following an earthquake and often account for much of the damage. Economic losses arise from destruction of structures and infrastructure, interruption of business activity, and innumerable other sources. Utilities may be lost for long periods of time and all modes of transportation may be disrupted. Disaster Services, including medical, may be both disabled and overwhelmed. In addition to broken gas lines, other hazardous materials may be released.

#### **Loss Estimates**

HAZUS was used to estimate losses for a probabilistic magnitude 7 earthquake that affects Blaine County. The model estimates that about 84 buildings will be at least moderately damaged. This is over 1.00 % of the total number of buildings in the region. There are an estimated 0 buildings that will be damaged beyond repair.

HAZUS estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 1 household to be displaced due to the earthquake. Of these, 0 people (out of a total population of 18,991 will seek temporary shelter in public shelters.

The total building-related losses were \$3.88M (millions of dollars); 18 % of the estimated losses or \$.71M was related to the business interruption of the region. Total loss to structures is estimated to be

\$3.17M. By far, the largest loss was sustained by the residential occupancies which made up over 66 % of the total loss.

HAZUS estimates that there will be a \$1.7M loss to the transportation systems.

## Landslide

Hazard Overview: Landslide				
Location:	Cour	nty-wide		
Frequency/Previous Occurrence:		Rare		
Impact/Consequence:		Low		
Community Vulnerability:		Low		
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey	Bellevue		
Low	Low	Low		
Sun Valley	Ketchum	Hailey		
Low	Low	Low		
Blaine County School District	Flood Control Dist. 9			
Low	Low			

The term "landslide" encompasses several types of occurrence (including mudslides) in which slope-forming materials such as rock and soil move downward under the influence of gravity. Such downward movement may occur as the result of an increase in the weight of slope-forming materials, an increase in the gradient (angle) of the slope, a decrease in the forces resisting downward motion (friction or material strength), or a combination of these factors. Factors that may trigger a landslide include: weather related events such as heavy rainfall (one of the most common contributors), erosion, and freeze-thaw weakening of geologic structures, human causes such as excavation and mining, deforestation, vibration from explosions or other sources, and such geologic causes as earthquake, volcanic activity, and shearing or fissuring. The speed of descent ranges from sudden and rapid to an almost imperceptibly slow creep where effects are only observable over a period of months or years.

### **Historical Frequencies**

Since the Beaver Creek which wildfire occurred in 2013 there have been several reports of damaging mudslides in Blaine County. According to the landslide potential map above, there is a potential for landslides in various parts of the County. The potential for wildfire in these areas exacerbates this hazard. It is apparent that landslides are underreported in Blaine County because the impact doesn't require outside assistance.

#### **Impacts**

- Some of the many direct and indirect impacts of landslides are:
- Human and animal deaths and injuries and resulting productivity losses
- Damage or destruction of structures
- Destruction or blockage of roadways and resulting transportation interruption

- Loss of, or reduced land usage
- Loss of industrial, agricultural, and forest productivity
- Reduced property values in areas threatened by landslide
- Loss of tourist revenues and recreational opportunities
- Damage or destroyed infrastructure and utilities
- Damming or alteration of the course of streams and resulting flooding
- Reduced water quality

#### Loss Estimate

Losses due to Landslide events are generally tied to the repair of roadways, or the removal of all debris on roadways.

Blaine County has 231.6 miles of roadway that could be potentially impacted or damaged in some manner by landslides. Most of these roads are in the back country. The County estimates that back county replacement value is \$750,000 per mile. The total vulnerability based on that estimate would be \$173.7 Million; however, landslides are usually considered a local event, and thus it is difficult to predict the actual repair or replacement costs for a single event.

## **Avalanche**

Hazard Overview: Avalanche				
Location:	Loc	alized		
Frequency/Previous Occurrence:	H	ligh		
Impact/Consequence:	Me	edium		
Community Vulnerability:	Medium			
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey Bellevue			
High	Rare Medium			
Sun Valley	Ketchum Hailey			
Medium	dium High Low			
Blaine County School District	Flood Control Dist. 9			
High	Medium			

Snow avalanches are common in mountainous terrain where heavy snowfall accumulates on steep slopes. Avalanches generally occur on slopes between 30 and 45 degrees with 38 degrees being the "ideal" slope for development of avalanche conditions. They are often categorized as either "loose snow" or "slab" types. While the exact moment of an avalanche cannot be predicted, avalanche conditions are readily recognizable, and avalanches tend to recur on the same slopes year after year.

### **Historical Frequencies**

## **Impacts**

It is common for avalanche impacts to be somewhat limited. Because avalanches usually occur in remote areas, the most frequent victims are recreational users of the slopes on which they occur. Of those who die in avalanches, approximately one third of the deaths are as a result of trauma while the remaining two thirds are from suffocation. Trauma may be the result of being carried into obstructions such as boulders and trees or over cliffs, or from rocks, trees, or large chunks of snow being carried downward at high speed. Avalanches may also damage or destroy structures, break power lines, block roadways and railroads, and damage trees and vegetation.

#### **Loss Estimates**

Snow avalanches occur primarily in the back country of Blaine County. As with landslides, losses from snow avalanches come from damage to roadways, and the resulting snow and debris removal costs.

# Terrorism/Cybersecurity/Violent Extremism

Hazard Overview: Terrorism/Cyber/Extremism				
Location:	Loc	calized		
Frequency/Previous Occurrence:	I	High		
Impact/Consequence:	I	High		
Community Vulnerability:	I	High		
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey Bellevue			
High	High High			
Sun Valley	Ketchum Hailey			
High	High	High		
Blaine County School District	Flood Control Dist. 9			
High	High			

Terrorism as an insider threat is an unlawful use of force and violence by employees or others closely associated with organizations, against those organizations to promote a political or social objective. In particular, insiders will use their familiarity of an organization's structure, security, building layout, and other knowledge to maximize casualties or sabotage systems.

### Cyber Terrorism Definition

The Department of Homeland Security National Cybersecurity and Communications Integration Center advises that "insider threats, to include sabotage, theft, espionage, fraud, and competitive advantage are often carried out through abusing access rights, theft of materials, and mishandling physical devices." Threats can also result from employee carelessness or policy violations that allow system access to malicious outsiders. These activities typically persist over time, and occur in all types of work environments, ranging from private companies to government agencies.

Cyberspace and its underlying infrastructure are vulnerable to a wide range of risks stemming from both physical and cyber threats and hazards. Sophisticated cyber actors and nation-states exploit vulnerabilities to steal information and money and are developing capabilities to disrupt, destroy, or threaten the delivery of essential services. Cyberspace is particularly difficult to secure due to a number of factors: the ability of malicious actors to operate from anywhere in the world, the linkages between cyberspace and physical systems, and the difficulty of reducing vulnerabilities and consequences in complex cyber networks. Of growing concern is the cyber threat to critical infrastructure, which is increasingly subject to sophisticated cyber intrusions that pose new risks. As information technology becomes increasingly integrated with physical infrastructure operations, there is increased risk for wide scale or high-consequence events that could cause harm or disrupt services upon which our economy and the daily lives of millions of Americans depend. In light of the risk and potential consequences of cyber events, strengthening the security and resilience of cyberspace has become an important homeland security mission.

### **Domestic Violent Extremism**

The primary terrorist threat inside the United States will stem from lone offenders and small cells of individuals, including Domestic Violent Extremists 6 (DVEs) and foreign terrorist-inspired Homegrown Violent Extremists (HVEs). Some U.S.-based violent extremists have capitalized on increased social and political tensions in 2020, which will drive an elevated threat environment at least through early 2021. Violent extremists will continue to target individuals or institutions that represent symbols of their grievances, as well as grievances based on political affiliation or perceived policy positions.

## **Historical Frequencies**

There are a number of recent cyber-attacks in Blaine County. But due to privacy laws, they are not documented. There has been no state sponsored terrorism attacks or domestic violent extremism situations in Blaine County at the time of this assessment.

#### **Impacts**

The emotional impacts of fear, dread, anger, outrage, etc., serve to compound the enormous physical, economic, and social damage. The continuing terrorist threat itself has a profound impact on many aspects of everyday life in this country and on the U.S. economy.

#### **Loss Estimates**

Specific loss estimates are not provided due to security policies.

Cyber terrorism threats to the U.S. result in significant economic losses. But the threat against financial institutions is only part of the problem. Also of serious concern are threats to critical infrastructure, the theft of intellectual property, and supply chain issues.

U.S. critical infrastructure faces a growing cyber threat due to advancements in the availability and sophistication of malicious software tools and the fact that new technologies raise new security issues that cannot always be addressed prior to adoption. The increasing automation of our critical infrastructures provides more cyber access points for adversaries to exploit.

## **Hazardous Materials**

Hazard Overview: Hazardous Materials				
Location:	Local	ized		
Frequency/Previous Occurrence:	Lo	w		
Impact/Consequence:	Med	ium		
Community Vulnerability:	Med	ium		
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey	Bellevue		
Medium	Medium	Medium		
Sun Valley	Ketchum Hailey			
Medium	Medium Medium			
Blaine County School District	Flood Control Dist. 9			
Medium	Rare			

Substances that, because of their chemical or physical characteristics, are hazardous to humans and living organisms, property, and the environment, are regulated by the U.S. Environmental Protection Agency (EPA), and when transported in commerce, by the U.S. Department of Transportation (DOT). EPA regulations address "hazardous substances" and "extremely hazardous substances".

EPA chooses to specifically list hazardous substances and extremely hazardous substances rather than providing objective definitions. Hazardous substances, as listed, are generally materials that, if released into the environment, tend to persist for long periods and pose long-term health hazards for living organisms. They are primarily chronic, rather than acute health hazards. Regulations require that spills of these materials into the environment in amounts at or above their individual "reportable quantities" must be reported to the EPA. Extremely hazardous substances, on the other hand, while also generally toxic materials, are acute health hazards that, when released, are immediately dangerous to the life of humans and animals as well as causing serious damage to the environment. There are currently 355 specifically listed extremely hazardous substances listed along with their individual "threshold planning quantities" (TPQ). When facilities have these materials in quantities at or above the TPQ, they must submit "Tier II" information to appropriate State and/or local agencies to facilitate emergency planning.

There are 10 facilities in Blaine County that submitted Tier II information. Hazardous materials are also very commonly stocked and used by businesses in smaller quantities than those required to submit Tier II reports, as well as by private individuals. Thus, it is reasonably safe to consider the entire County and its inhabitants to be exposed to risk from hazardous materials. In spite of their widespread use, however, hazardous materials events are relatively rare and even more rarely cause death, injury, or large-scale property damage. To some extent this is due to the fact that such hazards are very effectively addressed by inspections, regulations, codes, and safety procedures, as well as by specialized emergency response training.

## **Historical Frequencies**

No large scale Hazardous Materials events have occurred in Blaine County in the past 10 years. Small fuel and other material spills have occurred on multiple occasions.

### **Impacts**

Because hazardous materials are so widely used, stored, and transported, a hazardous material event could take place almost anywhere. Further, many hazardous materials are used, stored, and transported in very large quantities so that the impacts of an event may be widespread and powerful. Regulations and safety practices make such large scale events unlikely, but smaller scale incidents may have severe impacts including:

- Human deaths, injuries, and permanent disabilities
- Livestock/animal deaths
- Destruction of vegetation and crops
- Property damage and destruction
- Pollution of groundwater, drinking water supplies, and the environment
- Contamination of foodstuffs, property, land and structures
- Temporary or long-term closure of transportation routes and/or facilities
- Loss of business and industrial productivity
- Utility outages
- Clean-up and restoration costs
- Losses and inconvenience due to evacuation
- Loss of valuable chemical product

The single largest hazardous material in Blaine County is surrounding the anhydrous ammonia storage at the Sun Valley Ice Rink. See map on preceding page. It is estimated that there are 2,444 people located in the defined PAD that may require evacuation.

#### **Loss Estimates**

Losses due to the release of Hazardous Materials is linked specifically to two (2) areas; 1) Response, including evacuation, and 2) Clean Up. Blaine County has not had a significant hazardous materials incident; however, releases of hydrocarbon fuels are a constant threat.

## **Sustained Power Outage**

Hazard Overview: Sustained Power Outage				
Location:	Cou	unty-wide		
Frequency/Previous Occurrence:		Low		
Impact/Consequence:	N	Лedium		
Community Vulnerability:	N	/ledium		
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey	Bellevue		
Medium	Medium	Medium		
Sun Valley	Ketchum Hailey			
Medium	Medium	Medium		
Blaine County School District	Flood Control Dist. 9			
Medium	Rare			

The Nation's energy sector consists of thousands of geographically dispersed and connected electricity, oil, and natural gas assets. The sector provides for and relies on the Nation's transportation, water, information technology (IT), communications, finance, government, and other critical infrastructures (CIs). Likewise, CI sectors reciprocally depend on energy— especially electricity. The private sector owns and operates the majority of the Nation's energy infrastructure. For this reason, private sector energy asset owners and operators are responsible for developing their own emergency plans and conducting training and exercises to validate and test their procedures. In most cases, energy asset owners and operators are also responsible for the stabilization, restoration, and reestablishment of normal operations at their facilities following a disruption. Fortunately, electric companies in the United States have well-developed protocols that address business continuity, and they are subject to mandatory federal reliability standards that ensure operational reliability. Even though utilities operate under different business models and ownership structures, asset owners and operators function in an integrated manner.

As mentioned in the public utilities section, power outages are an <u>extremely high concern</u> for Blaine County. Various natural and manmade disasters can, and do affect the electrical infrastructure in the County. Currently there is no redundancy built into the major transmission lines that feed electricity into the County.

## **Historical Frequencies**

Sustained power outages are very rare in Blaine County. The last extended power outage was in December 2009. Other short term power outages were discussed in the public utilities section.

### **Impacts**

Electricity is essential for daily life. Basic functions, including communication, transportation, food, housing, water, and healthcare, are dependent upon it. As reliance on electricity continues to grow, a significant disruption to the electric grid may put lives, the economy, and the environment in danger. Power outages have previously affected critical services in other CI sectors, such as fuel production and

transportation, water and wastewater facilities, mass transit, and public health, and provide context for interdependencies and cascading effects across CI sectors for a long-term power outage.

#### **Loss Estimates**

It is difficult to calculate the losses due to a sustained power outage. It would be based on too many variables at the time of the power outage, like winter vs summer and length of time the power was out.

## **Communicable Disease**

Hazard Overview: Communicable Disease/Pandemic				
Location:	County	y-wide		
Frequency/Previous Occurrence:	Lo	W		
Impact/Consequence:	Hig	gh		
Community Vulnerability:	Hig	gh		
Overall Hazard Ranking by Jurisdiction				
Blaine County	Carey	Bellevue		
Medium	Medium Medium			
Sun Valley	Ketchum Hailey			
Medium	Medium Medium			
Blaine County School District	Flood Control Dist. 9			
Medium	Medium			

Epidemic is defined as a disease that appears as new cases in the human population at a rate, during a given time period and location, that substantially exceeds the number expected. It is, thus, a relative term and there is no quantitative criterion for designating a health crisis as an epidemic. In addition to its application to infectious diseases, the term is sometimes used to describe outbreaks of other adverse health effects including those stemming from chemical exposure, sociological problems, and psychological disorders. A "pandemic" is a worldwide epidemic while the term "outbreak" may be applied to more geographically limited medical problems as, for instance, in a single community rather than statewide or nationwide. The term "cluster" is often used with reference to non-communicable diseases.

Health agencies closely monitor for diseases having potential to cause an epidemic, and seek to develop immunizations and eliminate vectors. While this effort has been remarkably successful, there are many diseases of concern, and the HIV/AIDS pandemic is still not controlled despite more than 25 years of effort since recognition of the disease in 1981. When disease control efforts are relaxed, diseases controlled in the past can resurface and become a recurring epidemic (i.e. whooping cough).

#### **Historic Communicable Disease Outbreak Events**

The 1918 -1920 Spanish Flu:

The first cases of Spanish Flu were reported in Canyon County (northwest of Boise) on September 30, 1918. Within three weeks, the disease was raging all across the State. The numbers of deaths in the

State and in Blaine County are unknown but it is estimated that 675,000 Americans died during the epidemic and that 20 to 40 million died worldwide.

Asian Flu 1957 -1958:

First identified in China, this virus caused roughly 70,000 deaths in the United States during the 1957-58 seasons. Because this strain has not circulated in humans since 1968, no one under 30 years old has immunity to this strain.

Hong Kong Flu 1968-1969:

First detected in Hong Kong in early 1968 and spread to the United States later that year. The Hong Kong Flu killed about 34,000 people in the United States and one million people worldwide.

**SARS - 2003** 

Swine Flu - 2009

Ebola - 2014

SARS CoV 2 - 2019

### **Impacts**

The following are potential impacts from a worldwide pandemic event. The impacts in Blaine County would be similar on a local level.

- Rapid Spread
- Health Care Systems Overloaded
- Medical Supplies Inadequate
- Economic and Social Disruption

### **Loss Estimates**

Historically, epidemics have claimed far more lives than any other type of disaster. While modern epidemiology and medical advances make the decimation of populations much less likely, new forms of disease continue to appear. The potential, therefore, exists for epidemics to cause widespread loss of life and disability, overwhelm medical resources, and have tremendous economic impacts.

Schools, business districts, and other public areas may be shut down for a period of time to reduce exposure to the disease. This has the potential to completely devastate the local economy.

## **Section 4 Mitigation Goals and Objectives**

The goals from the 2017 AHMP and the goals developed by each jurisdiction for their projects for this 2022 update are being merged together to develop broader all-encompassing goals for the 2022 AHMP. The broader set of goals and priorities are made to enable the planning committee to better prioritize the individual actions/projects, and to drive what new actions are needed. This will also streamline the AHMP document. The goals also reflect input from the online survey and committee meetings.

### The overall goals include:

- 1. Prevent loss of life and reduce personal injury from future hazards.
  - Identify natural and non-natural hazards that threaten life in Blaine County.
- 2. Reduce loss and damage to critical facilities and private and public property.
  - Implement forward-looking standards, codes and construction procedures to protect life and property.
  - Implement programs and projects to protect lives by making homes, businesses, essential facilities, critical infrastructure and other property more resistant to losses from the identified hazards.
- 3. Increase public awareness and preparedness to reduce exposure to hazards.
  - Conduct educational and outreach programs to various community groups in the county.
  - Provide informational items, partnerships opportunities, and funding resource information to assist in implementing mitigation activities.
- 4. Increase communication and cooperation among local, state and federal agencies.
  - Continue to develop and strengthen multi-jurisdictional coordination and cooperation in emergency services and planning.
- 5. Continue to incorporate hazard mitigation into county and city plans and policies when applicable.
  - Provide information, educational opportunities and funding resource information to implement mitigation actions.

# **Section 5 Mitigation Action and Implementation**

The core of a strong mitigation plan is identifying and implementing mitigation strategy. The mitigation strategy serves as the map for minimizing the potential losses identified in the risk assessment. The mitigation strategy describes how the community will accomplish the overall purpose of the planning process. Mitigation action identified in the 2017 AHMP were updated and new projects were identified, evaluated and prioritized.

This section is broken down by jurisdiction. Each jurisdiction has identified the projects they are willing to work on to mitigate the effects of the hazards they feel are of greatest concern to them.

The following jurisdictions demonstrated their participation and commitment to the plan by identifying, modifying and completing projects/actions:

- Blaine County
- Blaine County School District
- City of Carey
- Flood Control District
- City of Hailey
- City of Ketchum
- City of Sun Valley

Prioritization was based on a scale of high, medium and low. Each hazard was ranked as listed above by the committee members as a group and then each jurisdiction prioritized their own projects.

### Bellevue

Severe Weather					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce the impact of long periods of extended cold, due to power outages, or interruption of other heating fuels.	Reduce impacts from winter storms	Survey Critical Infrastructure to determine its snow load capacity. This project could conceivably be combined with the earthquake seismic assessment	City Engineer	ROM - Undetermined 2015 - Conduct engineering analysis to determine scope and costs	

	Communicat e Drought Information Drought	Develop Communications Channel (Social Media) for City Residents that can be used for emergency preparedness and updates Update city water system	Mayor / City Council Mayor/City Council	ROM - No Cost 2015 - Coordinate with Blaine County LEPC	
Flooding					
Flooding Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
The City of Bellevue will continue to participate in the National Flood Insurance Program	Maintain the NFIP requirements	Seek CRS status for the city	Floodplain Administrato r	No Cost 2016 - Seek CRS status	Opting Out
		Complete Floodplain Manager Certification Program	Floodplain Administrato r	No Cost 2016 - Seek CRS status	Ongoing
		Design better drainage of areas that are prone to sheet flooding	Floodplain Administrato r	\$100,000 2023 - Develop plan 2024 - Execute plan	New
		Howard Preserve River Restoration	Floodplain Administrato r		
General Hazards					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status

Develop a viable Continuity of Government Plan	Improve Disaster Response	Develop a comprehensive Continuity of Government Plan (COOP)	Mayor/City Council Planning Department	\$10,000 2023 - Develop COOP	On-going
Cybersecurity					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
To mitigate downtime and loss of resources due to a cyber attack.	Reduce the damages of a cyber attack	Hold and attend cyber security trainings	Everyone	Various Costs 2022 - Continue cybersecurity training for all employees	On-going
	Improve resiliency to a cyber attack	Install cyber security devices and policies	Bellevue IT	\$100,00 2022 - Complete cyber analysis 2023 - Install plan and devices	New
Wildfire				-1 .	•
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce the losses of live and property caused by wildfire	Improve Wildland Urban interface planning	Fuel Reduction projects as identified in the Community Wildfire Protection Plan	Fire Department	Costs Vary based on project On-going Planning	On-going
		Develop a GIS based Fuel Model that an be used in Fire Response	Fire Department and Disaster Services	\$25,000 2023 - Work with IDL to develop data	On-going

	Reduce potential loss of life due to wildfire	Bellevue 6h and 7th St, Hillside, Prevention/Education , FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting  Develop an evacuation plan	Fire Department  Fire Department	\$25,000 2023 - Find contractor 2024 - Develop plan	Complete d
Communicabl e Disease	Ohioatina	Duringt	Dannarikla	Diameira	Chahua
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Be prepared to adequately respond to citizen's long term needs during an extended outbreak of disease	Improve pandemic response	Store necessary health care supplies and secure distribution points for citizens and guests of Bellevue in a home care situation.	SCPHD	Unknown Costs 2023 - Determine Need 2024 - Seek funding 2025 - Purchase Supplies	On-going
Climate Change					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce the impact of climate change	Reduce the emissions of the city	Become 100% clean electricity by 2035	City County	Unknown Costs	New

		Build a micro-grid to power and back up power for city water treatment plan.	City County	\$500,000 2023 - Develop plan for micro-grid 2024 - Apply for grant 2025 - Build micro-grid	New
Geological					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce potential damage to county infrastructure and structures	Reduce damages to Bellevue buildings to prevent the city from doing business	Earthquake Protection or Hardening County facilities	City Council	\$500,000	New
		Complete Avalanche Study of the slopes around Bellevue	Community Development	\$50,000	New

# Blaine County

Severe Weather					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Blaine County will develop methods to mitigate the losses due to severe weather in the County.	Improve the Safety of County Roads and Bridges	Install temporary Windbreaks in areas where blowing snow occurs along Highway 75 between Bellevue and south county line	ITD	\$50,000 2016 - Identify funding 2017 - Install Fencing	On-Going
		Install Seasonal Road Signage	Road and Bridge	\$30,000	Complete d
Flooding Goal	Ohioativa	Duningt	Dagagaible	Dlancina	Chahus
GOAI	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Blaine County will develop actions that will reduce the damage to County infrastructure due to flash and stream flooding.	Maintain the NFIP Requirements	Maintain CRS Status for the County	Floodplain Administrator	No Cost	No longer pursuing this project
		Complete Floodplain Manager Certification Program	Floodplain Administrator	No Cost	Complete d

	Construct Injection Capability for floodwaters on Big Wood River	Ground Water Districts and Flood Control District	\$500,000 2016 - Engineer Solution	Ongoing
	Conduct a study for recharge in flood prone areas	Ground Water Districts and Flood Control District	\$50,000	Ongoing
	Install Culverts to protect roadways along HWY 26 in the Carey Area	State of Idaho, ITD	\$150,000 2015 - Place on future schedule 2016 - Seek funding	Ongoing
Improve Drainage System	Continue Culvert and Bridge Maintenance/ Placement and Gravel Road	ITD	Cost Undetermined but ongoing Blaine County Road and Bridge	Ongoing
Provide Big Wood River Flood Fight Capability	Stockpile Temporary flood fight materials at the W. Glendale BCRB Shop	Blaine County Road and Bridge	\$200,000	Ongoing
Big Wood River Flood Mitigation Broadford RD	Stream bank stabilization of west bank of Bellevue Bridge on Broadford Road.	Blaine County and Flood Control District	\$125,000	Complete d

Big Wood River Flood Mitigation for Hospital Bridge	Stream bank stabilization of upstream Southwest bank BCRD RR Bridge Hospital Drive	Blaine County and Flood Control District	\$450,000	No longer pursuing this project
Flood Warnings Along County Roads	Purchase Road Closed, and Water over Road Signs	Blaine County R&B	\$30,000	Complete d
Big Wood River Flood Mitigation and Protection of utilities for Highway 75 near Lake Creek	Stream bank stabilization of east bank along Highway 75 road right of way.	ITD and Flood Control District	\$450,000 Schedule to be determined	Ongoing
Big Wood River Flood Mitigation	Complete a reach wide study of Big Wood River for future planning and flood risk mitigation and reduction	Blaine County	\$175,000	Complete d
	Revise and update stream alteration permit codes	Blaine County	Staff Time	Ongoing

Big Wood River Flood Mitigation and Protection of Point of Diversion near Hiawatha Canal	Stream bank stabilization of Big Wood River near the Hiawatha Canal point of diversion	Hiawatha Canal and Flood Control District	\$300,000	Complete d
Big Wood River Flood Mitigation and Protection of roadway near Angela Drive	Stream bank stabilization of Big Wood River near Angela Drive	Blaine County	\$250,000	No longer pursuing this project
Big Wood River Flood Mitigation and Protection of Glendale Bridge	Stream bank stabilization of Big Wood River near Glendale Bridge	Flood Control District	\$250,000	Complete d
Big Wood River Stream Restoration and Protection of Pedestrian Bridge	Stream bank stabilization of Big Wood River near Colorado Gulch Pedestrian Bridge	Blaine County and Wood River Land Trust	\$800,000 2021 - Finalize Design with FEMA 2022 - Finish work	Ongoing
Reduce Damage from overland flooding due to rain on snow events	Repair and improve drainage along Ohio Gulch Road	Blaine County Road and Bridge	\$10,000 Design, permitting and construction	Ongoing
	Complete Culvert Capacity Study	Blaine County Road and Bridge	\$10,000 Design, permitting and construction	Ongoing

	Reduce damage from flooding after wildfires	Sharps Fire Stream Restoration	Blaine County	\$100,000	Ongoing
Geological					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Blaine County will reduce potential damage to county infrastructure and structures	Reduce damages to Blaine County buildings to prevent the county from doing business	Earthquake Protection or Hardening County facilities	Blaine County	\$250,000	Complete d
Climate Change					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Reduce the damages and effects of climate change	Provide backup power in the cases of power outages.	Install power backup systems on county public safety infrastructure.	County, Fire and EMS Districts, Sun Valley Institute	\$50,000 Ongoing	Ongoing

		Complete project scooping to determine best options for developing micro-grids in the county to provide power to critical infrastructure.	Sustainability Manager	\$300,000	New
NA (CLASS) in a					
Wildfire Goal	Objective	Project	Responsible	Planning	Status
Goal	Objective	rioject	Entity(s)	Horizon/ROM\$	Status
Blaine County will reduce the losses caused by wildfire	Improve Protection through the proper use of Ordinances, Codes, mutual aid agreements and MOUs	Continue to review and support amendments to the Blaine County Fire Protection Ordinance and Hillside Ordinance which establishes road widths, access, water supply, and building modifications suitable to ensure new structures are better protected.	Blaine County Commissioner s, P & Z Administrator and Fire Districts	Staff Time	Complete

	Consider an overlay district for the WUI areas in the County Comprehensive Plan	P & Z Administrator	Staff Time	Ongoing
	Develop Memorandums of Understanding for Blaine County lands not within a fire district	Disaster Services, Blaine County Commissioner S	Staff Time	Ongoing
	Develop Coordination Code, Operations and Restrictions	Disaster Services, Blaine County Commissioner S	Staff Time	No longer pursuing this project
Improve access to areas prone to Wildland Fire	Maintain a listing of roads, bridges, cattle guards, culverts, and other limiting conditions and incorporate improvements into the County Transportation Plan	Fire Districts, Blaine County	Staff Time	Complete d

	Conduct Roadside Vegetation Treatments to reduce flammable fuels immediately adjacent to roads in high risk areas.	Develop a standard practice for roadside vegetation management.	Fire Districts, Blaine County	Staff Time	Ongoing
Blaine County will reduce fuels in the Wildland Urban Interface	Implement a countywide fuels reduction program	Complete projects stated within Blaine County Idaho Community Wildfire Protection Plan, Attachment 2 of AHMP	All Blaine County Fire Protection Districts, Blaine County	Staff Time	Ongoing
	Update and Improve Road Signing and Rural Addressing	Install Road Signs as prescribed by NFPA Standards	Blaine County	Staff Time	Ongoing
D'alastad					
Biological Goal	Objective	Droiset	Docnorsible	Dlanning	Status
GOdi	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Blaine County will seek to reduce the exposure of humans and animals to infectious diseases.	Identify risks from potential communicable disease threats	Develop a plan & methodology to protect from communicable disease threats	Health District Blaine County Idaho Department of Agriculture	Undetermined Costs	Ongoing

Terrorism/Viole nt Extremism					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Blaine County will identify measures to protect critical County infrastructure, facilities, and digital systems from potential terror incidents	Identify and protect potential terrorism targets.	Conduct a County Terrorism assessment on all infrastructure, facilities, and digital systems.	All County Departments	Undetermined Costs Ongoing schedule	Ongoing
	Increase ability to respond to violent extremism events	Complete A.L.E.R.T.S training	Law Enforcement	\$10,000	Ongoing
General					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Blaine County will improve interoperable communications	Improve interoperable communication s	Improve interoperable communication s for all first responders	Blaine County and Fire Districts	\$1,000,000 2022 - Conduct radio communication s study 2024 - Purchase needed equipment	Ongoing

		Design and build radio communication s system on Galena Summit	Blaine County, BCSO, and Fire Districts	\$500,000 to \$1,000,000 Timing dependent on funding availability	Ongoing
To continue government operations durning and after a disaster	Improve disaster response	Develop a viable continuity of government plan	County Administrator and Disaster Services and IT	\$10,000 2015 - Seek consultants for planning	Ongoing

# **Blaine County School District**

Geological					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
		Develop a listing of schools and public buildings that need to be seismically retrofitted	Building official	Undetermined Costs	Ongoing
Terrorism/ Cyber Security/ Dommestic Extremism					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Blaine County School District will identify measures to protect school property, facilities, and digital systems from potential terror and domestic incidents	Identify and protect potential targets.	Conduct a Terrorism assessment on all infrastructure, facilities, and digital systems.	Blaine County School District	Undetermined Costs Ongoing schedule	Ongoing

# Carey

Severe					
Weather Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
The City will examine ways to mitigate drought.	Reduce impacts from drought conditions	Develop a gravity feed water supply system for the City	Mayor & Council		
Flooding					
Flooding Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
The City of Carey will continue to participate in the National Flood Insurance Program.	Maintain the NFIP Requirements	Seek CRS Status for the City	Floodplain Administrator	No Cost 2023 – Seek CRS Status	On-going
		Complete Floodplain Manager Certification Program	Floodplain Administrator	No Cost 2023 – Complete Certification	
Wildfire					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status

Reduce the losses caused by wildfires, and their impact on persons affected by them.  Other  Goal	Improve Wildland Urban Interface Planning Objective	Develop a GIS Based Fuel Model that can be used in Fire Response	Carey Fire District	ROM – \$25,000 2023 – Work with WUI Committee to develop joint project	Status
- Coan			Entity(s)	Horizon/ROM\$	
Protect City Utility Systems	Protect Systems from Unauthorized Access	Install Locked Fencing Around City Utility Systems	Mayor and Council	ROM – \$5,000 2023 – Install Fencing	

## Flood Control District No. 9

Flooding					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM\$	Status
Flood Control District No. 9 will develop actions that will reduce the damage to County infrastructure due to flash and stream flooding.	Big Wood River Flood Mitigation	Stream bank stabilization of west bank of Bellevue Bridge on Broadford Road.	Blaine County and Flood Control District	\$125,000	Completed
		Stream bank stabilization of upstream Southwest bank BCRD RR Bridge Hospital Drive	Blaine County and Flood Control District	\$450,000	No longer pursuing this project
		Stream bank stabilization of east bank along Highway 75 road right of way.	ITD and Flood Control District	\$450,000 Schedule to be determined	Ongoing

# City of Hailey

Severe Weather					
Severe weather					
				Planning	
			Responsible	Horizon/RO	
Goal	Objective	Project	Entity(s)	M\$	Status
	-	-			
Reduce the					
impact of long					
periods of		Identify a			
extended cold,		community shelter			
due to power		and develop an			
		MOU with the			Work
outages, or					_
interruption of	F	owner for use		) A /  . :	in
other heating	Emergency	during an		Work in	Progres
fuels.	Sheltering	emergency.	HPD	Progress	S
		Continue to use			
		public works			
		generators to assist			
		in water supply			
	Protect from				
Doduce imports	Effects of	demands during a	Public		
Reduce impacts		power outage. Use			
from winter	Unscheduled	HPD generator as	Works,		
storms	Outages	needed.	HPD		

	Drought Planning	Monitor cross- contamination and backflow in the clean drinking water for the City of Hailey. Emphasize water rate conservation structure. Install public water	Public Works	Public Water \$1 Million	
Flooding					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Status
Study, plan, implement and/or participate in flood mitigation efforts	Mitigate flood hazards affecting public infrastructure and properties	Conduct feasible and appropriate mitigation projects associated with the Draper Preserve and river channel adjacent to Della View subdivision	Public Works Mayor and City Council	\$200,000 - \$500,000 2017-2019 \$1,500,000 2022-2027	
Reduce property damage from flooding	Mitigate flood hazards affecting private property		Community Developme nt	Done - 2019	

Continue to participate in the National Flood Insurance Program		Continue to work with FEMA on the new Quigley Floodplain	Public Works and Community Developme nt		
555.58.54.				Planning	
Goal	Objective	Project	Responsible Entity(s)	Horizon/RO M\$	Status
Reduce potential damage to city infrastructure and structures.	Protect Infrastructure	Perform a Structural Engineering Survey to identify City and public buildings that need to be seismically retrofitted.	City Engineer	ROM – Undetermine d 2025 – Conduct Engineering Analysis to determine scope and costs Need to update the dates	
		Seismically retrofit critical buildings and infrastructure. (Fire station is done.)	City Engineer	ROM – Undetermine d 2025 – Conduct Engineering Analysis to determine scope and costs	
Avalanche/Landsli de					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Status

Reduce the potential of deaths or injury by prohibiting				ROM –	
construction of structures on "Red Zone" areas				\$15,000 2015 – Secure	
and limiting development in				Funding 2016 –	
"Blue Zone" avalanche areas.	Avalanche/Landsli de Protection	Perform a landslide identification study	City Engineer	Conduct Study	
		Develop a public awareness campaign to increase the awareness of avalanche/landslide areas through informational programs and signage.	Mayor / City Council	No Cost 2025 – Provide Education Materials on the Blaine County LEPC Website	
Wildfire					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Status
Reduce the losses caused by wildfires, and their impact on persons affected by them.	Improve Wildland Urban Interface Planning	Develop a GIS Based Fuel Model that can be used in Fire Response	Fire Departmen t	ROM – \$25,000 Work with WUI Committee to develop joint project	

	Bigwood River, West Hailey Prevention/educati on, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting	Hailey City Fire Departmen t	Ongoing – Fire Adaptive Program	
Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Status
Improve Pandemic Preparedness	Store necessary health care supplies for citizens and guests of Hailey, in a home care situation.	SCPHD	ROM – Unknown 2025 Determine Need 2026 Set Policy 2027 Purchase Supplies	
	Continue hybrid public meetings as needed for public safety.			
	Use Emergency Powers as needed to protect public safety.			
	Improve Pandemic	West Hailey Prevention/educati on, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting  Store necessary health care supplies for citizens and guests of Hailey, in a home care situation.  Continue hybrid public meetings as needed for public safety.  Use Emergency Powers as needed to protect public	West Hailey Prevention/educati on, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting  The seeding/planting  Store necessary health care supplies for citizens and guests of Hailey, in a home care situation.  Continue hybrid public meetings as needed for public safety.  Use Emergency Powers as needed to protect public	West Hailey Prevention/educati on, FD/VFD assist, prescribed fire, mechanical, chemical, seeding/planting  Objective  Project  Responsible Entity(s)  Planning Horizon/RO M\$  ROM – Unknown 2025 Determine Need 2026 Set Policy 2027 Pandemic Preparedness  Preparedness  Continue hybrid public meetings as needed for public safety.  Use Emergency Powers as needed to protect public

Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Status
Reduce the impact of terrorism or vandalism	Protect Community Infrastructure	Develop methods to secure critical infrastructure	Public Works		
Reduce cybersecurity risk		Monitor and practice cybersecurity needs	Admin		
Other					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Status
Develop a viable Continuity of Government Plan	Improve Disaster Response	Develop a comprehensive Continuity of Government plan	Mayor / City Council	ROM - \$5000 2026 Include as a planning activity	
		Construct Fuel Storage at the Street Department Shop	Public Works		
Critical staff workforce shortages		Secure temporary/ transitional workforce housing	Mayor / City Council		
		Work towards designated human resource officer	Mayor / City Council		

# City of Ketchum

Flooding					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s
The City of Ketchum will work for increased flood protection of and minimization of flood damage to structures and infrastructure in the city limits.	Reduce flood insurance claims and damage	Continue to refine floodplain ordinance for effectiveness and compliance	Floodplain Administrator	Long-Term	On- goin g
	Mitigate flood damage due to events that threaten or overload municipal systems.	Study drainage systems, conduct formal risk assessment studies (including drainage systems, potable water delivery system and wastewater system) and develop Master Plan	Utilities/Floodplain Administrator/Streets & Facilitates	Long-Term	On- goin g
		Mitigate bank overflows onto Picabo Street, Skiway Drive, Manchester Court and Wood River Drive from 2017 flood event	Floodplain Administrator/Utilities/Str eets & Facilities/Private Property Owners	Short-Term	On- goin g

	Reduce flood insurance premiums	Maintain Floodplain Manager Certification	Floodplain Administrator	Short-Term	On- goin g
Geological					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s
The City of Ketchum will reduce potential damage to city infrastructure and structures through implementati on of earthquake mitigation techniques	Protect Infrastructure	Harden city water supply against damage from earthquakes	Utilities	Long-Term	On- goin g
		Harden city sewer system against damage from earthquakes	Utilities	Long-Term	On- goin g
		Evaluate inventory of vulnerable buildings	Planning	Medium- Term	On- goin g
The City of Ketchum will reduce the risk of damage to essential city services.		Develop SOGs for city employees for earthquake response.	Fire	Short-Term	New
		Provide generator for new city hall.	Utilities	Short-Term	New
Drought					

Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s
The City of Ketchum will protect the Wood River Valley's aquifers and water supplies.	Conserve water so that aquifer is not depleted/red uce irrigation.	Public Education	Utilities/Sustainability Coordinator	Short-term	On- goin g
Avalanche					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s
The City of Ketchum will work to reduce the risk of death or injuries through public warning systems and increased public awareness of avalanche potentials	Protect lives	Explore cell phone notification options and develop multi- faceted notification/pu blic awareness process	Fire/Street & Facilities	Short-term	New
potentials		Provide or support avalanche education to city residents in partnership with the Sawtooth Avalanche Center	Fire	Short-term	New
		Explore additional education signage.	Fire	Short-term	New

Mitigate avalanches by installing snow stabilization devices.	Mitigation	Install cable fencing or hard anchors.	Fire	Medium- term	New
		Identify areas with high propensity for avalanches.	Fire	Medium- term	On- goin g
Covers					
Severe Weather					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s
The City of Ketchum will reduce risk death or injury from multi-day winter storms by improving infrastructure and response capability.	Improve infrastructure	Retrofit fire hydrants with elevated hydrants.	Fire/Utilities	Long-Term	New
	Improve response capability	Procure tracked equipment for medical and fire response over snow.	Fire	Medium- term	New
		Ensure continuity of operations through stockpiled supplies.	Fire	Medium- term	New
		Develop alternative food/medicine delivery program.	Fire	Medium- term	New

		Ensure adequate shelters, heat, power and supplies.	Fire	Long-Term	New
The City of Ketchum will protect its buildings and infrastructure from damage by lightning.	Protect city buildings from damage from lightning strikes.	Install code compliant grounding and lightning protection on all city buildings	Annua Fire/Utilities systen check		On- goin g
		Procure and store essential replacement parts, UPS and surge protectors.	IT/Fire	Short/Mediu m-term	New
		Install redundant critical communication s pathways.	Fire	Short-term	On- goin g
Power Outage					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s
The City of Ketchum will provide auxiliary power and fuel source for city services in case of power outage.	Maintain service level in a power outage situation	Install a fuel source for city vehicles.	Utilities Short-te		New
		Identify evacuation shelters and provide backup power systems for them.	Fire/Utilities/Disaster Services	Short-term	On- goin g

		Install new back-up generators at Northwood Well and Admin Building.	Utilities	Short-term	New
Terrorism/Cy ber Security					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s
The City of Ketchum will increase the security of city infrastructure	Reduce the terrorism risk to city infrastructure.	Explore additional security of water tanks and pump houses.	Utilities/IT	Short-term	New
The City of Ketchum will reduce the potential for external non- authorized access to protected information systems.	Protect assets and city infrastructure from cyberterroris m attacks.	Install secure firewall and controlled access systems to all city infrastructure property.	Utilities/IT	Short-term	On- goin g
		Install consistent access control systems at all key city facilities	IT	Medium- term	New
Characterist Fire					
Structure Fire Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s

The City of Ketchum will ensure that waer system capacity meets fire demands.	Water system to meet fire demands with largest well out of service in the event of equipment failure or planned maintenance.	Maintain redundant groundwater sources (well & well house)	Utilities	Short-term	On- goin g
Reduce risk of loss of life, property and infrastructure through education, code enforcement and mitigation.		Maintain fire codes and provide enforcement to all occupancy class above residential duplex.	Fire	Short-term	On- goin g
		Provide comprehensive fire education for youth and adults	Fire	Short-term	On- goin g
		Annually test interties with SV for fire suppression needs.	Utilities	Test/check annually	On- goin g
		Investigate improvements to the Trail Creek (Community School) and Sun Peak interties.	Utilities	Short-term	New
Wildfires					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s

The City of Ketchum will reduce risk to lives, properties, infrastructure and recreational resources from wildfires through code enforcement, education and mitigation.	Protect lives and property	Create and fund Fire Adapted Community Council to provide education and mitigation of wildfire risks and to develop and implement plan to make the City of Ketchum a Fire Adapted Community	Fire	Medium- term	New
	Mitigate impacts of wildfire through vegetation management.	Develop shaded fuel breaks in all heavy fuels between developed and undeveloped areas.	Fire	Long-term	New
		Develop vegetative buffer zones separating medium fuels from developed areas.	Fire	Long-term	New
		Adopt vegetation management codes.	Fire	Long-term	New
		Develop recreational trails as fire breaks in high- risk areas	Fire	Long-term	New

		Work with federal land management agencies to implement predetermined fire control points to reduce large fire impact into developed and recreational areas of the valley.	Fire	Long-term	New
	Mitigate impacts of wildfire through code enforcement and education.	Retrofit all flammable roof structures to Class A rating	Fire	Long-term	New
		Provide education to architects, builders and landscape maintenance companies on risk reduction	Fire	Medium- term	New
		Provide education to general public on risk reduction.	Fire	On-going	On- goin g
		Develop, advertise and practice evacuation plans.	Fire	Short-term	On- goin g
General Hazards					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/RO M\$	Statu s

The City of Ketchum will ensure that its networks and communicati ons systems are fully functional in the event of an emergency	Ensure that there is a backup network communicatio ns system in the event that the primary system fails.	Install redundant communication s systems for all city IT infrastructure, radio and telephone systems.	IT/Fire	Medium/Lon g-term	On- goin g	
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# City of Sun Valley

Reliable Power Supply					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Improve Power Supply	Provide for a secondary power line from the substation in Hailey.	Install a secondary power supply to the City of Sun Valley	Idaho Power	\$250,000 per mile	On-Going discussions with Idaho PUC.
		Develop a policy statement in supporting secondary transmission line.	Mayor and City Council	No Cost	Completed
Improve Power Reliability	Have continued power supply	Better substation protection	Idaho Power	100000 2023 - Develop security plan with Idaho Power	New
Severe					
Weather					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce impacts from large winter storms	Avalanche Protection	Perform an Avalanche Identification Study	Community Developmen t	\$35,000	Ongoing
				2015 Secure Funding	
				2016 Conduct Study	
		Develop a public awareness campaign and Signage	Fire/Street Departments	\$2500 2015 - Place public education materials on LEPC website 2016 - Seek	Completed

		Develop an emergency	Fire/Street	funding for signs	Ongoing
		snow removal plan to keep roads clear and critical fire hydrants open during winter months	Departments	2015 - Seek funding in city budget 2016 - Develop plan	g g
		Develop public information on how to survive and stay safe with winter storms	Fire/Law Departments	\$50,000 2015 - Seek funding in city budget 2016 - Develop plan	Completed
Reduce the impact of long periods of extended cold or heat	Emergency Sheltering	Identify a community shelter and develop an MOU for use during emergency cold or heat events	Mayor & City Council, Fire, Law and Building Official	\$5000 2015 - Develop agreements 2016 - Finalize Agreements	Ongoing
	City Operations	Maintain city operations/infrastructu re capabilities and power generation	Street Department	Ongoing Maintain Costs	Ongoing
Flooding					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce impact from flooding in the City of Sun Valley	Protect city from flooding	Develop evacuation and mitigation plan	Fire and Law Enforcement	\$80,000 2016 - Seek FMA funding 2017 - Perform study	Ongoing

	Sun Valley Dam	Update City of Sun Valley FEMA mapping  Annual monitoring of existing dam use,	Community Developmen t  Community Developmen	\$50,000 2022 - Request new Flood Study 2027 - Complete Study Ongoing Costs	New
	protection	maintenance, and certification	t and Street Department with Sun Valley Company		
	Protect the city from sheet flooding events	Develop better drainage system for sheet flooding	Community Developmen t and Street Department	\$100,000 2022 - Commission study 2024 - Complete work	New
Geological					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce the potential damage to the city infrastructur e and buildings in the event of an earthquake	Protect Infrastructur e	Perform a structural engineering survey to identify city infrastructure that needs to be seismically retrofitted	City Engineer	Undetermine d Cost 2015 - Conduct engineering analysis to determine scope and costs	Ongoing
		Seismically retrofit city infrastructure	Building Official	Undetermine d Cost 2015 - Conduct engineering analysis to determine scope and costs	Ongoing

Hazardous					
Materials Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Be able to respond and contain a leak or spill from the ice rink anhydrous ammonia plant.	Reduce damage and deaths from potential leak	Develop a Tier I and Tier II evacuation plan	Law/Fire/EM S	\$5000 2016 - Seek funding for plan creation	Ongoing
Terrorism and Violent Extremism					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce the impact of terrorism or violent extremism.	Protect community infrastructur e	Develop methods to secure critical infrastructure  Develop a community strategy and media strategy to protect the image and brand of Sun Valley	Law, Fire, Mayor, City Council	Undetermine d Costs 2015 - Identify critical infrastructure 2016 - Develop mitigation measures 2017 - Seek funding 2018 - Implement protection No Cost 2015 - Develop strategy	Project initial scope completed but still ongoing due to ongoing maintenanc e costs  No longer considered a need.
	Rapid intervention	Ensure personnel are trained and prepared	Law	Undetermine d Costs Seek funding	Ongoing

				to continue trainings	
	Ensure plans and resources are in place for coordinated inter-agency response	Develop an evacuation plan for Sun Valley Company and City	Law/Fire/EM S	\$5000 2016 - Seek funding	Started and Ongoing
	·	Develop a public safety communication plan and interoperability field guide	Law/Fire/EM S	\$10,000 2022 - Seek contractor 2023 - Develop plan	New
		Obtain crowd control equipment	Law/Fire/EM S	\$5000 2022 - Purchase equipment	New
Drought					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Protect the city from the impacts of long term drought	Improve drought response	Develop a drought preparedness plan	Community Developmen t	\$10,000 2016/2017 - Develop plan	Ongoing
	Water conservation	Set alternate watering days	SVW&SD, Mayor, City Council	No Costs 2016/2017 - Implement rules	Completed
	Secure water needs	Work with state to develop water right plan	SVW&SD, Mayor, City Council	Undetermine d Costs 2022 - Meet wit water users group	Ongoing
	Maximize water re-use	Expand existing SVW&SD re-use water system	SVW&SD, Sun Valley Company and City of Sun Valley	Per Project Cost TBD	Ongoing
Wildfire					

Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
Reduce loses of life and property caused by wildfire	Perform fuel reduction projects	Reduce fuels that border the city	Fire and Community Developmen t	\$200,000 2012 - Seek HMA funds 2017 - Implement projects	Completed
	Improve wildland urban interface planning	Develop GIS based fuel model that can be used in fire response	Fire, Emergency Managemen t	\$10,000 2016 - Work with WUI committee to develop joint project	Ongoing
Reduce effects of wildfire smoke	Reduce exposure to wildfire smoke	Identify shelter for vulnerable populations during levels of high wildfire smoke	Emergency Managemen t	\$50,000 2023 - Work to identify locations 2024 - Remodel location for smoke reduction	New
		Install updated air filtration in city buildings	Mayor and City Council	\$25,000 2023 - Complete analysis of current air filtration system 2024 - Install new filtration system	New
Cyber Security					
Goal	Objective	Project	Responsible Entity(s)	Planning Horizon/ROM \$	Status
To continue government operations during and after a disaster	Improve disaster response	Develop a viable continuity of government plan	mayor, city council	\$10,000 2015 - Seek consultants for planning	Ongoing

Improve siliency to	Install cyber security devices and policies	Sun Valley IT	\$100,00 2022 -	New
a cyber			Complete	
attack			cyber analysis	
			2023 - Install	
			plan and	
			devices	

# **Section 6 Plan Integration**

Many of the mitigation actions identified above are intertwined with other plans and policies within the county and cities. It is important to ensure coordination integration and consistency within all the plans. These plans fall into the following general categories:

- Local capital improvement plans and other budget documents. These include infrastructure projects such as road and bridges, water supplies, and communications equipment.
- Regulations, agreements and related procedures.
- Existing emergency operating or response plans.

Mitigation planning is on a different schedule than comprehensive planning, with most comprehensive plans likely to be updated no more frequently than once per decade.

While the mitigation plan was not specifically referenced in most participant plans, some of the mitigation recommendations are included as comprehensive plan policies.

Public Utilities and emergency services are other common themes in many local comprehensive plans. Even so, greater effort is needed to ensure that the AHMP is considered during other local planning efforts and vice versa.

As the mitigation plan strategies reflect, Blaine County and the incorporated cities will continue to work with the Land Use and Community Development departments to encourage coordination and consistency between comprehensive planning and the hazard mitigation plan and provide instruction on how to incorporate mitigation strategies into their comprehensive plans and other planning mechanisms.

Blaine County and the incorporated cities encourage the philosophy of instilling disaster resistance in normal day to day operations. By implementing plan activities through existing programs and resources, the cost of mitigation is often a small portion of the overall cost of a projects design or program. Through their resolution of adoption as well as their participation on the planning committee, each jurisdiction should be aware of and committed to incorporating the risk assessments and mitigation strategies contained herein. It is anticipated that the research, local knowledge and documentation of hazard conditions coalesced in this document will serve as a tool for local decision makers as new policies, plans, and projects are evaluated.

There are several planning processes and mechanisms in Blaine County that will either use the risk assessment information presented in this document to inform decisions or will integrate the mitigation strategy directly into capital improvement, infrastructure enhancement and training projects; prevention campaigns; and land use and development plans. Although not inclusive, the follow is a list of mechanisms available to each jurisdiction for incorporating the mitigation requirements.

- 1. Comprehensive Plans
- 2. Transportation Plans
- 3. Emergency Operations Plan
- 4. Building Codes and Ordinances
- 5. Department Budgets
- 6. Site Master Plans

# **BLAINE COUNTY**

Agency Name (Mission/Function)	Programs, Plans, Policies, Regulations, Funding, or Practices	Effect of Loss Reduction*				
		Support	Facilitate	Hinder	Comments	
Blaine County Disaster Services	Emergency Operations Plan	X				
Blaine County Disaster Services	Burned- Area Report Beaver Creek Fire	Х	Х		Provides Risk Assessment and Mitigation Actions	
Blaine County Disaster Services	Big Wood Flood Report	Х	Х		Provides Risk Assessment and Mitigation Actions	
Blaine County Disaster Services	Big Wood Discovery Report	Х	Х		Provides Risk Assessment and Mitigation Actions	
Blaine County Disaster Services	Technical Assistance Report USACE	X	X		Provides Risk Assessment and Mitigation Actions	
Blaine County Disaster Services	USACE Flood Report 2014	Х	Х		Provides Risk Assessment and Mitigation Actions	
Blaine County Disaster Services	USGS Beaver Creek Fire Debris Flow Report	Х	X		Provides Risk Assessment and Mitigation Actions	
Blaine County Planning Zoning	Blaine County Comprehensive Plan	Х				
Wood River Fire and Rescue	Fire Fighting, Emergency Medical Services	Х				
Blaine County Road and Bridge	Transportation Planning	Х				

# **CITY OF BELLEVUE**

Agency Name	Programs, Plans,	Effect of Loss Deduction*				
(Mission/Function)	Policies, Regulations,	Effect of Loss Reduction*				
	Funding, or Practices					
		Support	Facilitate	Hinder	Comments	
City of Bellevue	Comprehensive Plan	Χ	Х			
City of Bellevue	Fire Fighting	X				
Fire Department						
City of Bellevue	Public Utilities, Road	Х	Х			
Public Works	and Bridge Maintenance					

## **CITY OF CAREY**

Agency Name (Mission/Function)	Programs, Plans, Policies, Regulations, Funding, or Practices	Effect of Loss Reduction*			n*
		Support	Facilitate	Hinder	Comments
City of Carey	Comprehensive Plan	Χ	X		
Carey Rural Fire	Fire Fighting	X			
Protection District					
City of Carey Public	Public Utilities	Х			
Works					

# **CITY OF HAILEY**

Agency Name (Mission/Function)	Programs, Plans, Policies, Regulations, Funding, or Practices	Effect of Loss Reduction*			
	<u>.</u>	Support Facilitate Hinder Comments			
City of Hailey	Comprehensive Plan	Χ	Х		
City of Hailey Fire	Fire Fighting and	Χ	Х		
Department	Medical Response				
	Support, Emergency				
	Management				
City of Hailey	Public Utilities, Road,	Χ	Х		
Public Works	and Bridge Maintenance				

# **CITY OF KETCHUM**

Agency Name (Mission/Function)	Programs, Plans, Policies, Regulations, Funding, or Practices	Effect of Loss Reduction*				
	<u> </u>	Support Facilitate Hinder Comments				
City of Ketchum	Comprehensive Plan	Χ	Х			

City of Ketchum	Fire Fighting and	Х		
Fire Department	Medical Response			
City of Ketchum	Public Utilities, Road,	Х	Х	
Public Works	and Bridge			
	Maintenance			

## **CITY OF SUN VALLEY**

Agency Name (Mission/Function)	Programs, Plans, Policies, Regulations, Funding, or Practices	Effect of Loss Reduction*				
		Support	Facilitate	Hinder	Comments	
City of Sun Valley	Comprehensive Plan	Χ	Х			
City of Sun Valley	Fire Fighting	Χ				
Fire Department						
Sun Valley Water	Public Utilities	Х	Х			
and Sewer District						

# **Blaine County School District**

Agency Name	Programs, Plans,	Effect of Loss Reduction*				
(Mission/Function)	Policies, Regulations,	Effect of Loss Reduction*				
	Funding, or Practices					
		Support	Facilitate	Hinder	Comments	
Blaine County	Health And Safety	X	Х			
School District	Procedures					
Blaine County	Speak Up for Safety	X				
School District						
State of Idaho	Title 33	X				
Code						

# Flood Control District No. 9

Agency Name	Programs, Plans,				
(Mission/Function)	Policies, Regulations,	Effect of Loss Reduction*			
	Funding, or Practices				
		Support	Facilitate	Hinder	Comments
Flood Control	United States Army	Χ	Х		
District	Corp of Engineers				
	Levee Program				
State of Idaho	State Statutes – Title	Χ	Х		
Code	42				

# FLOODPLAIN MANAGEMENT

	Blaine	City of	City of	City of	City of	City of Sun
	County	Bellevue	Carey	Hailey	Ketchum	Valley
Number of	3700	1057	267	3594	4034	2982
properties in						
the						
community						
Date	3/16/1981	8/1/1978	3/22/2006	4/17/1978	6/15/1978	4/17/1978
Participating						
in Regular						
Phase of						
NFIP						
Participating	N/A	N/A	N/A	N/A	7	N/A
in CRS (class)						
Date of	11/26/201	11/26/201	11/26/201	11/26/2010	11/26/2010	11/26/201
current FIRM	0	0	0			0
Number of	214	27	3	73	135	60
NFIP Policies						
Are FIRMs	Digital	Digital	Digital	Digital	Digital	Digital
digital or						
paper						
Insurance in	\$68,579,30	\$7,931,60	\$463,100	\$20,990,20	\$43,124,40	\$19,439,30
Force (Total	0	0		0	0	0
Coverage)						
Total	\$166,057	\$15,599	\$4,137	\$41,752	\$89,398	\$41,030
Premiums						
Number	109	9	0	83	90	8
Claims Paid						
\$ Total	\$1,460,489	\$7,282	\$0	\$1,450,386.	\$491,881.9	\$128,467.9
Claims Paid	.03			18	5	0
# Substantial	1	0	0	3	1	0
Damage						
Claims						
Rep Loss	13	0	0	28	7	2
Properties						
Repetitive	All			All	All	All
Loss Type	Residential			Residential	Residential	Residential
Severe Rep	0	0	0	0	0	0
Loss						
Properties						

Blaine County participates in the National Flood Insurance Program as well as the Cities of Sun Valley, Ketchum, Hailey, Bellevue, and Carey.

There are 244 NFIP Policies in the County, with the majority (196) being in the City of Ketchum. The City of Hailey has 104 policies, while Bellevue has 27, and Sun Valley has 24 NFIP Policies in their community. The City of Carey has only two policies. Of the total policies there have been 62 claims paid in the County, totaling \$626,299.

The Blaine County Flood Plain Coordinator is the Planning and Zoning Department Administrator. Each of the incorporated communities of Bellevue, Carey, Hailey, Ketchum, and Sun Valley has designated floodplain managers/coordinators.

NFIP administration services in each community include review of building plans against city ordinances and review of surveyor submitted elevation certificates.

All of the communities listed the barriers to running an effective NFIP Program as both limited time and staff, or workload.

Blaine County has no communities within the 100-year flood plain hazard area that are not participating in the NFIP. Blaine County has no communities under suspension or revocation of participation in the NFIP.

All of the communities in Blaine County have Floodplain Ordinances that exceed the FEMA or State minimum requirements. The City of Bellevue's permitting process includes a FEMA elevation certificate for all structures built, or added onto in the floodplain. In the City of Hailey, floodplain development permits are included with building permit applications. Applications are reviewed by Engineering, Planning, and Building Departments. Floodplain permits are usually issued with conditions. In the City of Ketchum, the permitting process includes waterways design review in new development in a floodplain, and adjacent to any waterway. The floodplain development permit is required only for development in the floodplain. In Sun Valley the floodplain is completely built out and there will be no more development allowed in the floodplain. Requests to remodel an existing structure within the floodplain would require review as part of the building permit application.

An important part of being an NFIP community is the availability of low-cost flood insurance for those homes and business within designated floodplains, or in areas that are subject to flooding, but that are not designated as Special Flood Hazard Areas.

Potential reasons for continuing low participation in the NFIP are:

- Current cost of insurance is prohibitive
- A lack of knowledge about the existence of the availability of low cost flood insurance
- Home and business owners are unaware of their vulnerability to flood events

## **Section 7 Plan Maintenance**

The AHMP maintenance process includes a schedule for monitoring and evaluation of the programmatic outcomes established in the plan and for producing a formal plan revision every 5 years.

#### **Formal Review Process**

The AHMP is to be reviewed on an annual basis by the Blaine County Disaster Services Coordinator and reviewed and revised every 5 years by the LEPC to determine the effectiveness of programs and to reflect changes that may affect mitigation priorities. The Disaster Services Coordinator will be responsible for contacting the committee members and organizing the review. Committee members will be responsible for monitoring and evaluating progress of the mitigation strategies in the plan. The committee will review the goals and action items to determine their relevance to changing situations in the county as well as changes in federal policy, and to ensure they are addressing current and expected conditions. The committee will also review the risk assessment portion of the plan to determine if this information should be updated or modified, given any new available data. The organizations responsible for the various action items will report on the status of the projects, the success of various implementation processes, difficulties encountered, success of coordination efforts, and which strategies should be revised or removed.

The Disaster Services Coordinator will be responsible for ensuring the updating of plan. The coordinator will also notify all holders of the plan and affected stakeholders when changes have been made. The updated plan will be submitted to the state of Idaho OEM mitigation program and to FEMA every 5 years for review.

### **Continued Public Involvement**

The Blaine County Disaster Services is dedicated to involving the public directly in the review and updates of the AHMP. The coordinator is responsible for the review and updates of the plan. The public will also have the opportunity to provide input into the plan revisions and updates. Copies of the AHMP will be kept by appropriate county departments and outside agencies.

Public meetings will be held when deemed necessary by the coordinator. The meetings will provide a forum when the public can express concerns, opinions or new alternatives that can then be included in the plan. The Board of County Commissioners will be responsible for using county resources to publicize the public meetings and maintain public involvement.

To further facilitate continued public involvement in the planning process, the county will ensure that:

- Copies of the plan will be catalogued and kept on hand at all public libraries. The Blaine County
  Disaster Services Coordinator will keep a copy of the plan on hand at their office for review and
  comment by the public
  - The Blaine County Disaster Services Coordinator will conduct outreach activities after a
    disaster event to remind members of the importance of mitigation and to solicit
    mitigation ideas to be included in the plan.
  - A public meeting will be held annually to provide the public with a forum for discussing concerns, opinions and ideas with the LEPC

### Monitoring, Evaluation and Updating the Plan

To ensure it continues to provide an appropriate path for risk reduction throughout the county, it is necessary to regularly evaluate and update the AHMP. The Blaine County Disaster Services Coordinator will be responsible for monitoring the status of the plan and gathering appropriate parties to report of the status of mitigation actions. The LEPC will convene on an annual basis to determine the progress of the identified mitigation actions. The LEPC will also be an active participant in the next plan update. As the AHMP matures, new stakeholders will be identified and encouraged to join the existing LEPC.

The Blaine County Disaster Services Coordinator is responsible for contacting committee members and organizing the annual meeting. The committee's responsibilities include:

- Annually review the goals and objectives to determine their relevance and appropriateness.
- Monitor and evaluate the mitigation strategies in this plan to ensure the document reflects current hazard analysis, development trends, code changes, and risk analysis and perceptions.
- Ensure the appropriate implementation of annual status reports and regular maintenance of the plan. The committee will hear progress reports from the parties responsible for the various implementation actions to monitor progress.
- Create future action plans and mitigation strategies. These should be carefully assessed and prioritized using the BCA methodology that FEMA has developed.
- Ensure the public is invited to comment and be involved in mitigation plan updates.
- Ensure that the county complies with all applicable federal statutes and regulations during the
  periods for which it receives grant funding, in compliance with 44 Code of Federal Regulations
  (CFR).
- Reassess the plan in light of any major hazard event. The committee will convene within 45 days
  of any major event to review all applicable data and to consider the risk assessment, plan goals,
  objectives and action items given the impact of the hazard event.
- Review the hazard mitigation plan in connection to other plans, projects, developments, and other significant initiatives.
- Coordinate with appropriate municipalities and authorities to incorporate regional initiatives that transcend the boundaries of the county.
- Update the plan every 5 years and submit for FEMA approval.
- Amend the plan whenever necessary to reflect changes in state and federal laws and statutes required in 44 CFR.

### The 5-year Action Plan

This section outlines the implementation agenda that the LEPC should follow 5 years following the adoption of this plan, and then every 5 years thereafter. The LEPC along with the Blaine County Disaster Services Coordinator is responsible to ensure the AHMP is updated every 5 years.

The committee will consider the following schedule as an action plan for the first 5 year planning cycle.

#### Year 0:

2022: Updated AHMP, including a series of LEPC meetings and public meetings. Submit 2020
 AHMP for FEMA approval

#### Year 1:

 June 2023: Meet with LEPC for first annual AHMP review meeting. Host first annual public meeting.

#### Year 2:

• June 2024: Meet with LEPC for annual AHMP review meeting. Host annual public meeting.

#### Year 3:

June 2025: Meet with LEPC for annual AHMP review meeting. Host annual public meeting.

### Year 4:

• June 2026: Meet with LEPC for annual AHMP review meeting. Host annual public meeting.

### Year 5:

- January September 2027: Update 2022 AHMP, including a series of meetings with local jurisdictions.
- October 2027: Submit 2022 AHMP for FEMA approval. Repeat.

It should be noted that this schedule can be modified as necessary and does not include any meetings and/or activities that would be necessary following a disaster event (which would include reconvening the LEPC within 45 days of a disaster or emergency to determine what mitigation projects should be priorities during the community recovery). If an emergency meeting of the LEPC occurs, this proposed schedule may be altered to fit any new needs.

## **Annual Mitigation Steering Committee Meetings**

During each annual LEPC mitigation plan update meeting, the committee will be responsible for a brief evaluation of the 2022 AHMP and to review the progress on mitigation actions.

#### Plan Evaluation

To evaluate the plan, the LEPC should answer the following questions:

- Are the goals and objectives still relevant?
- Is the risk assessment still appropriate, or has the nature of the hazard and/or vulnerability changed over time?
- Are current resources appropriate for implementing this plan?
- Have lead agencies participated as originally proposed?
- Has the public been adequately involved in the process? Are their comments being heard?
- Have departments ben integrating mitigation into their planning documents?

If the answer to each of the above questions is "yes", the plan evaluation is complete. If any questions are answered with a "no", the identified gap must be addressed.

### **Review of Mitigation Actions**

Once the plan evaluation is complete, the committee must review the status of the mitigation actions. To do so, the committee should answer the following questions:

- Have the mitigation actions been implemented as planned?
- Have the outcomes been adequate?
- What problems has occurred during the implementation process?

# **Meeting Documentation**

Each annual LEPC AHMP meeting must be documented, including the plan evaluation and review of mitigation actions. Mitigation actions have been formatted to facilitate the annual review process.

Implementation through Existing Programs

Hazard mitigation practices must be incorporated within existing plans, projects and programs. Therefore, the involvement of all departments, private non-profits, private industry, and appropriate jurisdictions is necessary in order to find mitigation opportunities with existing or planned projects and programs. To execute this, the Blaine County Disaster Services Coordinator will assist and coordinate resources for the mitigation actions and provide strategic outreach to implement mitigation actions that meet the goals and objectives identifies in this plan.

# **Appendix A:**

Press-release

Public Feedback Invited for Blaine County Multi-Jurisdictional All Hazards Mitigation Plan

Blaine County and other local jurisdictions through the Local Emergency Planning Committee (LEPC) are beginning the process of updating the county's Multi-Jurisdictional All Hazards Mitigation Plan. With the required 5 year revision and re-adoption of the plan, Blaine County and other local jurisdictions who sign on to the plan will maintain their eligibility to apply for federal funding towards hazard mitigation projects like flood, wildfire and terrorist attacks. This local planning process will include a wide range of representatives from city and county government, emergency management and public safety personnel and outreach to members of the public.

An all hazard mitigation plan provides communities with a set of goals, action items, and resources designed to reduce risk from future disaster events. Engaging in mitigation activities provides jurisdictions with a number of benefits, including reduced loss of life, property, essential services, critical facilities, and economic hardship; reduced short-term and long-term recovery and reconstruction costs; increased cooperation and communication within the community through the planning process; and increased potential for state and federal funding for recovery and reconstruction projects. In addition, increasing public awareness of local hazards and disaster preparedness helps to create a community that is resilient to disaster and breaks the cycle of response and recovery.

To kick off this process, we are asking members of our community to complete an electronic survey about the hazards in Blaine County. Community involvement and feedback are vital to the success of the plan. Blaine County and members of the LEPC invites public feedback on the hazards that you feel are the most impactful to Blaine County, along with feedback on how to best tackle those issues. The survey can be found on Survey Monkey using the following link

https://www.surveymonkey.com/r/2XVSDD5 and will be open until July 23<sup>rd</sup>, 2021. If you have any questions about the survey or the All Hazards Mitigation Plan, please contact Chris Corwin, Blaine County Disaster Services Coordinator, at 208-788-5508 or email at <a href="mailto:ccorwin@co.blaine.id.us">ccorwin@co.blaine.id.us</a>

## **Community Survey Results:**

The number of people who took the survey: 83

Are you aware of the Blaine County Multi-Hazard Mitigation Plan developed in 2015?

Yes: 28 (34%)

No: 55 (66%)

Are you aware of the Blaine County Multi-Hazard Mitigation Plan developed in 2015?

Yes, I was a member of the LEPC in 2015 and participated 10 (12%)

Yes, I attended a public meeting 1 (1%)

Yes, I provided comments on the draft plan 4 (5%)

No, I did not participate but I was aware of the plan and 8 (10%)

followed development through the news media

No, I did not participate in any way 60 (72%)

Where do you live and work? (Multiple answer allowed)

Bellevue 10 (12%)

Carey 2 (2%)

Hailey 36 (43%)

Ketchum 23 (28%)

Sun Valley 9 (11%)

Unincorporated County 23 (28%)

How long have you live in Blaine County? (years)

Range: 0-65

Average: 23

Which options below best define your role in your community?

Resident 49 (59%)

Business Operator 7 (8%)

Landowner 2 (2%)

Local Official 11 (13%)

Institutional/organizational partner 6 (7%)

Other 8 (10%)

How concerned are you about your community as a whole being impacted by a disaster?

Extremely Concerned 44 (53%)

Somewhat Concerned 35(42%)

Not Concerned 4 (5%)

Have you been impacted by a natural disaster in your community?

Yes 52 (63%)

No 31 (37%)

Below is a list of hazards the Blaine County Multi-Hazard Mitigation Plan currently addresses. Please select the 3 hazards of most concern to you:

Avalanche 10 (12%)

Dam and Levee Failure 1 (1%)

Drought 55 (66%)

Earthquake 6 (7%)

Extreme Temperatures 28 (34%)

Flood 29 (35%)

Hailstorms 0 (0%)

Landside/Mud and Debris 0 (0%)

Lightening 5 (6%)

Pandemic Flu 15 (18%)

Severe Winer Storm 25 (30%)

Subsidence 0 (0%)

Tornado 1 (1%)

West Nile or other mosquito diseases 0 (0%)

Wildfire 78 (94%)

Windstorm 5 (6%)

Are there any hazards not listed previously that you believe the Hazard Mitigation Planning Committee should consider?

Yes 26 (32%)

No 55 (68%)

What additional hazards do you believe the Hazard Mitigation Planning committee should consider?

Terrorism/Domestic violent extremism

Cybersecurity

Water System Failure

Rapid Population Growth

Climate Change

Power Grid Failure

Air Pollution

Electro-magnetic pulse

Toxic Spill/release

Supply chain disruption

If the hazard you identified as being the greatest threat to you and your community occurred in your neighborhood today, what would be the likely impact to you and your family?

Power outage, dead vegetation, flooded basement, homeless, evacuated, No medical services or food, death, financial collapse, forced to relocate, mental health issues, no water, loss of livestock, health issues, loss of business

In the past 5 years, have you or any local organizations in your community taken any actions to reduce or eliminate the impact of this hazard?

Yes 54 (67%)

No 27 (33%)

Please describe the actions you or your community have taken to reduce or eliminate the impact of this hazard (the greatest threat hazard).

Reduced water usage both in home usage and for irrigation, installed sump pumps, fire wise landscaping, masks and vaccines, raised awareness, energy efficient home repairs, change staffing for quicker response, xeriscaping, installation of drip lines, educating neighbors and other citizens, wildfire fuel reduction, replaced cedar shake roof with metal, developed emergency response plan, installation for alternate power generation like solar, generators, batteries or micro grid, amateur radio communication training and equipment, aquifer recharge, added ditches.

A number of community-wide activities can reduce risks from natural hazards. In general, these activities fall into one of the following four (4) general categories. Please tell us how important you think each one is for your community to consider pursuing.

Structure and Infrastructure Projects

Not Important 12 (14%)

	Somewhat Important	46 (57%)		
	Very Important	23 (28%)		
Prepai	redness, Coordination and Response			
	Not Important	2 (2%)		
	Somewhat Important	18 (22%)		
	Very Important	62 (76%)		
Educat	Education and Awareness			
	Not Important	1 (1%)		
	Somewhat Important	25 (31%)		
	Very Important	56 (68%)		
Local Plans and Regulations				
	Not Important	5 (6%)		
	Somewhat Important	28 (34%)		
	Very Important	49 (60%)		

Resources to mitigate natural hazards are limited, and hard choices must be made about which community assets and services to prioritize. Please indicate your priority areas below.

1 (1%)

# Protect private Property

Not Important

	•	, ,
	Very Important	5 (7%)
	Neutral	12 (17%)
	Somewhat Important	24 (34%)
	Very Important	29 (41%)
Protect	critical facilities and infrastructure	
	Not Important	0 (0%)
	Very Important	0 (0%)
	Neutral	1 (1%)
	Somewhat Important	10 (12%)
	Very Important	71 (87%)

Prevent development in hazard prone areas

	Not Important	0 (0%)
	Very Important	4 (5%)
	Neutral	6(7%)
	Somewhat Important	19 (23%)
	Very Important	53 (65%)
Protect	:/enhance natural features to aid in mitig	gation
	Not Important	1 (1%)
	Very Important	5 (6%)
	Neutral	3 (4%)
	Somewhat Important	21 (26%)
	Very Important	52 (63%)
Protect	t historic and cultural landmarks	
	Not Important	4 (5%)
	Very Important	4 (5%)
	Neutral	16 (20%)
	Somewhat Important	41 (50%)
	Very Important	17 (21%)
Protect	and reduce damages to utilities	
	Not Important	0 (0%)
	Very Important	0 (0%)
	Neutral	10 (12%)
	Somewhat Important	28 (35%)
	Very Important	43 (53%)
Strengt	then emergency services	
	Not Important	1 (1%)
	Very Important	1 (1%)
	Neutral	5 (6%)
	Somewhat Important	24 (29%)
	Very Important	51 (62%)

Promote cooperation among public agencies, citizens, NGOs and businesses

Not Important	0 (0%)
Very Important	3 (4%)
Neutral	6 (7%)
Somewhat Important	23 (28%)
Very Important	50 (61%)

In your opinion, what are some steps your local government could take to reduce or eliminate the risk of future hazard damage in the community and in your neighborhood that it is not already taking?

Establish a fully dedicated EM office, fund a fully qualified Certified Emergency Manager position, fund a comprehensive risk assessment, coordinate and educate public/private stakeholders, more housing, inspection of buildings for resiliency, community outreach at farmers markets, prevent development in hazardous areas, require fire wise, requirements for landscaping to reduce water usage, outlaw fireworks, communication, more cooperation, enforcement of existing ordinances, research, don't overbuild, more education on trout friendly lawns, eliminate grass on golf courses, research water impacts of new developments, regulate water usage, more disaster training, Fund a WUI technician position, control growth, complete prescribed burns, research a water budget, revise zoning regulations, invest in more firefighters, invest more in micro-grids/backup power, more funding for police, enforcement of fire building codes. Enforcement of current policies and codes.

Overall, how well prepared do you feel your community is for a natural disaster?

Very Prepared	10 (12%)
Somewhat Prepared	57 (70%)
Not Very Prepared	15 (18%)

Have you done anything to your home to make it less vulnerable to hazards such as earthquakes, floods, and fires, or do you plan to?

Yes, I have taken action	60 (74%)
I have not but plan to	9 (11%)
I have not and no plans to	12 (15%)

Is your home located in a designated floodplain or flood zone?

Yes	7 (9%)
No	68 (84%)

I don't know 6 (7%)

Do you currently have flood insurance?

Yes 6 (7%)

No 67 (82%)

I don't know 6 (7%)

Prefer not to say 3 (4%)

If you do not have flood insurance, please select the reason why:

Not located in a floodplain 50 (71%)

Too Expensive 3 (4%)

Not necessary because it does not flood 3 (4%)

Not necessary because I am elevated/protected 8 (11%)

My mortgage did not require it 1 (1%)

Never really considered it 3 (4%)

Other (Would consider based on snowpack) 2 (3%)

How vulnerable do you consider your home/business/organization the impacts of natural hazards?

Not at all vulnerable 1 (1%)

Moderately vulnerable 41 (50%)

Only a little vulnerable 25 (31%)

Very vulnerable 13 (16%)

Don't know 2 (2%)

Are you more interested in making your home/business/organization or community more resistant to natural hazards?

Yes 67 (82%)

No 15 (18%)

Would incentives such as insurance discounts, property tax breaks or low interest loans motivate you to take additional steps to protect your property from disasters (example: flood-proofing home, reinforcing roof, etc.)?

Yes	62 (76%)
No	6 (7%)

Which of the following incentives might encourage you to spend money to retrofit your home to withstand the impacts of possible natural hazards (for example, elevating a flood-prone home, reinforcing a wind-prone home, using fire-proof materials on a home in a wildfire prone area, etc.)? (Please check all that apply)

Building permit fee wai	ver	21 (26%)
Insurance premium disc	count	46 (58%)
Low interest rate loan		22 (28%)
Property tax break		57 (71%)
Mortgage discount		30 (38%)
State tax incentive		47 (59%)
None		5 (6%)
Other	Free assessments of home for retrofitt	ing ideas

What is the most effective way for you to receive information about how to make your home, business and neighborhood more resistant to hazards? Please check all that apply.

Local Newspaper	48 (60%)
Television	2 (3%)
Radio	7 (9%)
Information in Utility Bills	26 (33%)
Direct Mailings	31 (39%)
Email	46 (58%)
City/County Websites	34 (43%)
City/County Meetings	24 (30%)
School Meeting and Messages	2 (3%)
Information at Local Library	3 (4%)
Roadside Message Boards	18 (23%)

Phone Infor through "CodeRed" Systems	24 (30%)
Social Media	37 (46%)

What actions have you taken to reduce risk for your house / apartment / property for potential disasters? (Please check all that apply)

Purchased Insurance	67 (82%)
Purchased Flood Insurance	9 (11%)
Flood Proofing	11 (13%)
Installed retrofits to home that reduce risk	10 (12%)
Install fire breaks around home	18 (22%)
Removed dead/dying trees or vegetation	61 (74%)
Purchase and placement of fire extinguishers	47 (57%)
Alternate power supply	16 (20%)
Alternate water supply	8 (10%)
None	1 (1%)
Other ( Moved to lower risk area, installed wood stove)	2 (3%)

If a severe hazard event occurred today such that all services were cut off from your home(power, gas, water, sewer) and you were unable to leave or access a store for 72 hours, which of these items do you have readily available?

Blanket/Sleeping Bag	80 (98%)
Can Opener	76 (93%)
Canned Food/nonperishable food	71 (87%)
Cash	49 (60%)
Cooking and Eating Utensils	75 (92%)
Extra clothes and shoes	76 (93%)
Extra medications	56 (68%)
First aid kit	69 (84%)
Flashlight (with batteries)	76 (93%)
Gas grill/camping stove	71 (87%)

Gasoline	42 (51%)
Handheld "walking-talking" radios	31 (38%)
Important family photos/documents in water/fire proof	34 (41%)
Pet Supplies	48 (59%)
Portable Am/FM radio (solar, hand crank, batteries)	30 (37%)
Potable water ( 3 gallons per person)	35 (43%)
Secondary source of heat	41 (50%)
Telephone (batteries)	46 (56%)

Other (camp trailer with generator, ski, boots, snowshoes, generator, ham radio, water purification)

How can Blaine County and local cities help you become more prepared for a disaster? (choose all that apply)

Provide effective emergency notifications and communication	67 (83%)
Provide training and education to residents and business owners on how to reduce future damage	45 (56%)
Provide community outreach regarding emergency preparedness	59 (73%)
Create awareness of special needs and vulnerable populations	45 (56%)

Other (housing for workers, organizing volunteers, develop Community Response Team, install backup generators at all substations)

Are there any other comments, questions, or concerns you would like the Hazard Mitigation Planning Committee to consider?

Critical support personnel live too far away for quick response. Classes for public to learn how to prepare for disasters, evacuation plans because getting out of the valley during a disaster will be hectic, Less grass, human impacts to wildlife, better defined mutual aid agreements/Emergency Operations Plan, need a redundant power line, Triumph mine plug failure needs to be addressed, buried transmission lines, more action needs to be done, More funding for sheriffs department, Need to address large influx of new residents.



#### City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation To Approve Amendment to Agreement 22749 with the Ketchum Urban Renewal Agency

#### Recommendation and Summary

Staff is recommending the Council authorize the Mayor to sign Amendment to Agreement 22749 and adopt the following motion:

"I move to approve the Amendment to Agreement 22749 between the city of Ketchum and the Ketchum Urban Renewal Agency (KURA)."

The reasons for the recommendation are as follows:

- The KURA is an independent agency from the city of Ketchum. This amendment clarifies staffing for the KURA.
- The KURA approved the amendment on February 21, 2023.

#### Introduction and History

The KURA reimburses the city for the cost of staff support. In December 2021 the KURA approved Contract 50075, the administrative and support agreement between the KURA and City of Ketchum. The City Council approved the same agreement, Agreement 22749 on November 18, 2021.

To reflect the change in staffing for the KURA, staff is recommending a minor amendment to the agreement.

#### **Proposed Amendment**

The present agreement identifies the Director of Planning and Building as the city position serving as the Executive Director of the KURA. The proposed amendment does not identify a specific city position and instead permits the Mayor or City Administrator to appoint the Executive Director subject to KURA approval.

This amendment provides flexibility for staffing the KURA. In practice, the KURA Executive Director has changed over the years. Between 2010-2021, the City Administrator was the Executive Director of the KURA. In 2021, the Planning and Building Director was identified as KURA Executive Director. Currently, there is a dedicated Executive Director.

This amendment does not change any other provisions of the agreement.

#### **Financial Impact**

The KURA will reimburse the city for staffing costs associated with KURA support and services.

Attachment: Amendment to Agreement 22749

# FIRST AMENDMENT TO ADMINISTRATION AND SUPPORT SERVICES AGREEMENT 22749 (City) 50075 (KURA)

THIS FIRST AMENDMENT TO THE ADMINISTRATION AND SUPPORT SERVICES AGREEMENT (hereinafter "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between the city of Ketchum (hereinafter referred to as the "City"), a municipal corporation of the state of Idaho, and the Urban Renewal Agency of the city of Ketchum, also known as the Ketchum Urban Renewal Agency ("KURA"), an independent public body, corporate and politic, duly organized and existing by virtue of the laws of the state of Idaho, specifically the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the "Law"), and authorized to transact business and exercise the powers granted by the Law and the Local Economic Development Act, as amended, Chapter 29, Title 50, Idaho Code (the "Act") (collectively the City and KURA may be referred to as the "Parties").

#### **RECITALS**

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

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

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

WHEREAS, the ability for the City and KURA to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015;

WHEREAS, the City has historically provided and continues to provide certain administrative services to KURA;

WHEREAS, the City and KURA entered into that certain Administration and Support Services Agreement on December 20, 2021 ("Agreement"), attached hereto and incorporated herein as **Attachment A**, to outline their respective roles and responsibilities, expand the services provided by the City to KURA, and revise the compensation paid by KURA to the City for those services provided;

WHEREAS, based on administrative changes and reorganization of certain City staff positions and roles, the City and KURA believe an amendment to the Agreement is necessary to update the current operations of the City and the support and services provided to KURA.

#### **AGREEMENT**

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the Agency and City agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

- A. PURPOSE OF FIRST AMENDMENT. Pursuant to Section 3 General Job Descriptions of the Agreement, certain City positions and departments provide services to KURA and even fill certain roles and positions of KURA staff. Over the years, the positions and staff of the City have changed and been modified, and it is now necessary to update the personnel and positions of KURA staff held by City personnel.
- **B. GENERAL JOB DESCRIPTIONS**. Section 3 of the Agreement, General Job Descriptions, specifies certain KURA personnel that will be provided for by City staff. Section 3(a) states that the City Treasurer will serve as the elected KURA Treasurer. Section 3(b) described that the Director of Planning and Building, or his or her designee as selected by the City and subject to approval by KURA, was to act as the KURA administrator. Both Parties believe it is necessary to amend Section 3(B) to read as follows:

#### b. KURA Executive Director

The KURA Executive Director shall be appointed by the City Mayor or City Administrator subject to approval by the KURA Board of Commissioners. The Executive Director agrees to utilize its skill and experience in the administration of services by a political subdivision, including but not limited to areas related to urban planning and economic development, to carry out the goals and objectives of KURA and its associated project areas. The extent of those administrative services will be authorized by the KURA Board of Commissioners and/or the KURA Board of Commissioners' Chair. Under the general direction of the KURA Board of Commissioners, and in accordance with KURA policies and procedures, applicable laws, and professional standards, the Executive Director is responsible for the effective administration of all KURA activities, including development, planning, operations, budgeting, staffing, and developing and maintaining external KURA partnerships and relationships. Exhibit A, attached hereto, contains a general description of the services to be provided by the Executive Director.

Likewise, Section 2(a) of the Agreement, City's Obligations shall be amended to read:

a. Services by the City Clerk; City Treasure; and the designated Executive Director of KURA;

- C. EXHIBIT A TO AGREEMENT. The Scope of Services, Exhibit A to the Agreement, shall remain in full force and effect, and is unmodified by this First Amendment.
- **D.** ALL OTHER TERMS TO REMAIN. All other terms and conditions of the Agreement, not otherwise amended as provided herein this First Amendment, shall remain in full force and effect and shall be binding upon the Parties as if set forth in full herein.

IN WITNESS WHEREOF, the parties hereto, through their respective governing boards, have executed this First Amendment on the date first cited above.

, 2023	AGENCY KURA URBAN RENEWAL AGENCY		
	Susan Scovell, Chair		
	<u>CITY</u> CITY OF KETCHUM		
	Mayor		

### ATTACHMENT A

### EXECUTED ADMINISTRATION AND SUPPORT SERVICES AGREEMENT

## ADMINISTRATION AND SUPPORT SERVICES AGREEMENT 22749 (City) 50075 (KURA)

THIS ADMINISTRATION AND SUPPORT SERVICES AGREEMENT ("Agreement") is made and entered into this 2012 day of December, 2021, by and between the city of Ketchum (hereinafter referred to as the "City"), a municipal corporation of the state of Idaho, and the Urban Renewal KURA of the city of Ketchum, also known as the Ketchum Urban Renewal KURA, an independent public body, corporate and politic, duly organized and existing by virtue of the laws of the State of Idaho, specifically the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the "Law"), and authorized to transact business and exercise the powers granted by the Law and the Local Economic Development Act, as amended, Chapter 29, Title 50, Idaho Code (the "Act") (hereinafter referred to as the "KURA") (collectively the City and KURA may be referred to as the "Parties"), effective retroactively to October 1, 2021.

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

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

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

WHEREAS, the Amended Plan includes the acquisition, construction, and installation of public improvements within the Project Area and necessary costs for engineering, insurance, audit, planning and administration;

WHEREAS, KURA is authorized to conduct proceedings and to borrow monies to be repaid through revenue allocation (tax increment) funds pursuant to the terms and provisions of the Act for the purpose of financing the undertaking of any urban renewal project;

WHEREAS, the Amended Plan contains revenue allocation (tax increment) financing provision;

WHEREAS, the City and KURA hereby find and determine that this Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and KURA and to implement the Amended Plan as well as any future urban renewal plans and project areas;

WHEREAS, the ability for the City and KURA to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015;

WHEREAS, the City has provided and continues to provide certain services to KURA;

WHEREAS, the City and KURA wish to state their respective obligations, expand the services provided by the City to KURA, and revise the amount of consideration paid by KURA to the City accordingly;

NOW, THEREFORE, the City and KURA do hereby agree as follows:

#### 1. Statement of Purpose

The purpose of this Agreement is to provide for the definition of rights, obligations, and responsibilities of KURA and the City to provide for the receipt, investment, and disbursement of funds by the City Treasurer on behalf of KURA, clarify the City's obligations to provide administrative, clerical, and secretarial services and support for KURA, and set the amount of consideration KURA shall pay the City for such services.

#### 2. City's Obligations

The City agrees to make available certain personnel and administrative services to KURA, including, but not limited to:

- a. Services through the City Clerk; City Treasurer; and the Director of Planning and Building, who, as of the effective date, serves as the Executive Director of KURA;
- b. Any other necessary services from other City departments or staff related to clerical support;
- c. Assistance from other City departments, including, but not limited to, Recreation, Streets and Facilities, and Utilities.

#### 3. General Job Descriptions

#### a. Treasurer

As of the effective date of this Agreement, the City Treasurer serves as the elected KURA Treasurer (the "KURA Treasurer"). The City Treasurer shall receive, invest, and disburse funds subject to legal authorization and budgeting by KURA and formal approval by KURA Board. The City Treasurer shall also be responsible for preparing all required accounting reports, including any required year end financial statements and/or a comprehensive annual financial report, and advising KURA Board of KURA's financial status. Provided however, KURA shall engage, at its sole cost and expense, a qualified accountant/auditor to provide the annual independent financial audit as required by Idaho Code 67-450B.

The City may designate City's Deputy Treasurer to perform these functions, subject to approval by KURA. The City Treasurer (or his or her designee) shall provide the following specific services:

- Maintain an account ledger for all income and expenses and provide a monthly summary report of the same to KURA Board; as well as distribution of invoice/expense information for all Board meetings and monthly between meetings;
- Provide general bookkeeping services in substantial compliance with Generally Accepted Accounting Principles or Governmental Accounting Standard Board (GASB) standards, whichever is applicable;
- Coordinate with any accountant/auditor selected by KURA to perform annual audits;

#### b. Director of Planning and Building

The Director of Planning and Building, or his or her designee as selected by the City and subject to approval by KURA, agrees to furnish its skill and judgment in the administration of services by a political subdivision, including but not limited to areas related to urban planning and economic development, to carry out the Amended Plan and the Project Area. The extent of those administration services will be as authorized by the KURA Board of Commissioners and/or the KURA Chair. Under the general direction of the Board of Commissioners, and in accordance with KURA policy, applicable laws, and professional standards, the Director of Planning and Building is responsible for the effective administration of all KURA activities, including development, planning, operations, budgeting, staffing, and developing/maintaining KURA's external relationships. Exhibit A, attached hereto, contains a general description of the services to be provided by the Director of Planning and Building.

#### c. Other City Departments

From time to time, KURA may seek input and assistance from other City departments, including, but not limited to, Recreation, Streets and Facilities, and Utilities to provide research, analysis, and information concerning potential KURA projects. In those instances, those departments and their personnel shall be compensated by KURA as set forth in Section 4 of this Agreement.

#### d. <u>Clerical and Support Services</u>

As of the effective date of this Agreement, the City Clerk serves as the elected Agency Secretary. City, through the City Clerk's office, subject to approval by KURA, shall designate a city employee or employees and shall provide the following services:

- Preparation and distribution of the agendas for all meetings of KURA;
- Attend each KURA meeting and record and transcribe the minutes;
- Assemble and maintain the records of KURA in a safe and organized manner in compliance with the principles or standards referenced above;

- Keep track of and prepare checks or other methods of payment for KURA expenses as directed by the City Treasurer, the Director of Planning and Building or KURA Board;
- Compliance with KURA reporting requirements.

The City may designate City's Deputy City Clerk to perform the above functions subject to the approval by KURA.

#### e. <u>Miscellaneous Services</u>

City, through the City Clerk's office, subject to approval by KURA, shall designate a city employee or employees and shall provide the following services:

- City shall host and maintain the KURA website;
- At no cost to KURA, the City shall provide meeting facilities that include live broadcasting of KURA meetings, to include audio, video, and projection equipment.

#### 4. KURA'S Obligations/Compensation to City

KURA agrees to pay City for services rendered under this Agreement based on the following methodology. Any City personnel providing services to KURA as described in this Agreement shall maintain specific time increments showing the amount of time worked on a KURA project or initiative as well as a description of the services provided. KURA shall compensate such work based on the hourly rate imposed by the City employee, in an amount previously agreed to by the City and KURA through the budgeting process described in Section 8 of this Agreement. Such hourly rate shall consider the salary and other benefit costs related to the employee's position.

#### 5. Method of Payment/Monthly Invoices

The City shall maintain time and expense records and provide them to KURA monthly, along with monthly invoices in a format acceptable to KURA for services performed to the date of the invoice. Each invoice shall specify charges as they relate to the tasks set forth in this Agreement. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date. Each invoice shall identify the number of hours incurred by each City employee identified in this Agreement along with that employee's hourly rate. City shall provide KURA the applicable hourly rate for the work provided, which hurly rate shall be subject to review and approved by KURA.

If the services subject to a specific invoice do not meet the requirements of this Agreement as KURA may reasonably determine, KURA shall notify City in writing and provide specific deficiencies in the services or work product that do not meet the requirements. City shall have seven (7) working days to correct or modify the services or work product to comply with the requirements of the Agreement as set forth in KURA's written notice. If KURA again reasonably determines the services or work product fails to meet the requirements, KURA may

withhold payment until deficiencies have been corrected to KURA's reasonable satisfaction or may terminate this Agreement for cause as set forth in Section 14 of this Agreement.

#### 6. Additional Reimbursements

KURA shall reimburse City for costs associated with engineering or other technical services associated with KURA funded projects. KURA shall provide reimbursement for the costs of systems and technology to support administrative functions. Such costs shall be identified and approved by the KURA Board as part of the annual budgeting process.

#### 7. Evaluations

No later than June 1 of each calendar year, KURA shall evaluate the performance of the activity provided by any City employee for services described in this Agreement. KURA shall provide the results of such evaluations to the City for its review and comment. One of the purposes of such evaluations is to provide KURA the opportunity to request City assign other employees to provide the services set forth in this Agreement. Should the City and Agency not reach agreement on the assignment of alternative employees, either party may invoke termination of this Agreement for Convenience as described in Section 17.b. of this Agreement. Alternatively, should the City and Agency not reach agreement on the assignment of alternative employees, either party may elect to not renew this Agreement as described in Section 22 of this Agreement.

#### 8. Annual Budgeting Proposal

No later than July 1 of each calendar year, City shall provide KURA with a summary of the hours worked by City employees on KURA assignments, a breakdown of hourly rates, and the total amount compensated through the date of the summary. No later than July 1 of each calendar year, City shall provide KURA with City's proposal for the type of services, hourly rates for such service, hourly rates of City employees providing services to KURA, and an estimated amount of compensation for the following fiscal year to assist KURA in preparing its required budget for the following fiscal year. Should City and KURA not reach agreement on the services provided, the City employees assigned to KURA, or the amount of compensation for the subsequent fiscal year, then either party may provide notice of non-renewal as described in Section 22 of this Agreement.

#### 9. Insurance

The City shall purchase and maintain for the benefit of the City and KURA insurance for protection from claims under workers' or workmens' compensation acts arising from work performed under this Agreement; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees while working on activities under this Agreement; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work pursuant to this Agreement; and claims arising out of the performance of this Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City (but no less than the limits required under the Idaho Tort Claims Act), and nothing herein shall be construed as

any waiver of any claim or defense by the City or KURA premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. Provided, however, KURA shall obtain its own insurance of similar benefit and value for KURA activities.

#### 10. Representations and Warranties

In consideration of this Agreement City and KURA make the following representations and warranties:

- a. KURA is a public body corporate and politic of the State of Idaho, duly organized and validly existing, and in good standing under the laws of the State of Idaho with the power to own its assets and to transact business in Idaho.
- b. KURA has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.
- c. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which KURA is a party or which purports to be binding on KURA or its assets and will not result in the creation of imposition of a lien on any of its assets.
- d. There is no action, suit, investigation, or proceeding pending or, to the knowledge of KURA, threatened against or affecting KURA or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of KURA or the operation of its business or which would otherwise affect this Agreement or KURA's obligations hereunder.
- e. City is a municipal corporation of the state of Idaho, duly organized and validly existing, and in good standing under the laws of the state of Idaho with the power to own its assets and to transact business in Idaho.
- f. City has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.
- g. The execution, delivery, and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, bylaw, indenture, contract, agreement, or other undertaking to which KURA is a party or which purports to be binding on City.
- h. There is no action, suit, investigation, or proceeding pending or, to the knowledge of City, threatened against or affecting City or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of

City or the operation of its business or which would otherwise affect this Agreement or City's obligations hereunder.

#### 11. Miscellaneous Provisions

Each Party represents and warrants that each person executing this Agreement on behalf of such Party is, at the time of such execution, duly authorized to do so by such Party's governing body, and is fully vested with the authority to bind such party in all respects.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties, and shall survive the severed provisions.

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

The Parties shall in all instances cooperate and act in good faith in compliance with the terms, covenants, and conditions of this Agreement and each shall deal fairly with the other.

Each Party shall cooperate fully with the other and execute such further instruments, documents and agreements and give such further written assurances, as may be reasonably requested by the other to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

This Agreement shall not be modified or otherwise amended except in writing signed by all of the Parties.

If the date for delivery of a notice or performance of some other obligation of a Party falls on a Saturday, Sunday, or legal holiday in the State of Idaho, then the date for such notice or performance shall be postponed until the next business day

This Agreement shall be governed by the laws of the state of Idaho.

#### 12. Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the consent of the other Party hereto, which consent may be withheld in the discretion of that Party. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

#### 13. Number and Gender

In constructing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

#### 14. No Third-Party Beneficiary

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

#### 15. Counterparts / Facsimile

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon. Facsimile transmission of any signed original of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original and shall be binding upon the parties.

#### 16. Merger Clause

This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

#### 17. Termination of Agreement

a. **For Cause.** If, through any cause, the City shall fail to fulfill its obligations under this Agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement by giving written notice to the City and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, City shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

Notwithstanding the above, the City shall not be relieved of liability to KURA by virtue of any breach of this Agreement by the City, and KURA may withhold any payments to the City for the purpose of set-off until such time as the exact amount of damages due KURA from the City is determined. City shall also provide KURA all work products generated prior to date of termination. All work products generated, whether complete or not, are the property of KURA.

b. **For Convenience**. KURA or City may terminate this Agreement at any time, for any reason, by giving at least thirty (30) days' notice in writing to the other party. If this Agreement is terminated by KURA as provided herein, City shall be paid an

amount for the actual services performed in accordance with this Agreement through the cancellation date.

#### 18. Notices

Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To KURA: Suzanne Frick, Executive Director

Ketchum Urban Renewal Agency

P.O. Box 2315 Ketchum, ID 83340

sfrick@ketchumidaho.org

To City:

City of Ketchum P.O. Box 2315 Ketchum, ID 83340 [Email address]

#### 19. Discrimination Prohibited.

In performing the services required herein, City shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by KURA, in whole or in part, and may result in ineligibility for further work for KURA.

#### 20. Indemnification

City agrees to indemnify, defend and hold harmless KURA, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by the City's negligence or intentional acts or omissions, including but not limited to any claim for libel, slander, piracy, plagiarism, invasion of privacy, false advertising, discrimination, or infringement of copyright, during the performance of this Agreement by City or City's agents, employees, or representatives. In case any action or proceeding is brought against KURA or its officers, agents, or employees by reason of or arising out of connection with City's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, City, upon written notice from KURA, shall at City's expense, resist or defend such action or proceeding.

#### 21. Disputes

In the event that a dispute arises between KURA and the City regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the

Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Jerome, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

#### Term of Agreement and Renewal 22.

This Agreement shall be effective retroactively to October 1, 2021, and shall continue for an initial period through September 30, 2022. The Agreement shall automatically renew for additional one-year terms at the expiration of the then existing term unless either City or KURA provides notice of non-renewal within sixty (60) days of the expiration of the then existing term.

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

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

City Clerk

URBAN RENEWAL AGENCY OF THE CITY OF **KETCHUM** 

Ed Johnson, Chairman Vice Chair Casey Dove

Secretary

#### **EXHIBIT A**

#### **SCOPE OF SERVICES**

City shall provide day to day administrative and operational support to the KURA to include, but not limited to, the following services:

- Assist with the preparation and administration of KURA contracts and agreements
- Provide staff support for projects requested by the KURA Board
- Provide assistance to members of the public inquiring about KURA projects or funding
- Prepare letters, memos, or other correspondence on behalf of the KURA Board.
- Manage and administer KURA Owner Participation Agreements
- Respond to KURA public records requests
- Manage and maintain all KURA records and files
- Coordinate KURA activities and projects with City staff and KURA consultants

4820-2337-4821, v. 3



#### City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #23070 with Holst Architecture for Professional Services related to Feasibility Analysis for the Development of Community Housing on Publicly Owned Properties

#### Recommendation and Summary

The city competitively solicited proposals from architectural firms to complete a development feasibility analysis of community housing on existing publicly owned properties (Lift Tower Lodge, Leadville parking lot, south and north YMCA parking lots, and recycling lot). A selection committee was formed to review the proposals consisting of city staff, URA Executive Director, CEO of the YMCA and Chair of the Housing Authority Board. The committee scored all written proposals and then interviewed the top two ranked firms. The committee was unanimous in recommending Holst Architecture.

"I move to approve Purchase Order #23070 with Holst Architects."

#### Reasons for recommendation are as follows:

- The approved Housing Action Plan and FY23 budget outlined this as a priority project.
- This analysis will inform the range of total development potential on these properties and will recommend a sequencing order to inform future development request for proposals.
- This process will also allow for stakeholders and the public to provide feedback on the development of these properties similar to the recent process utilized by the KURA on the Washington Street lot.

#### **Introduction & History**

This project aligns with the stated goals in the Housing Action Plan:

- Goal 1 Create + Preserve Housing
  - Action 2: Develop new housing construction pipeline:
    - Create a 10-year pipeline.
    - o Support development of workforce housing at KURA's 1st and Washington site.
    - Explore joint master plan housing development opportunities on city parcels near the YMCA (in keeping with the parking agreement) and city-owned Leadville parcel.

Action 4. Preserve and improve affordable housing at Lift Tower Lodge.

#### **Sustainability Impact**

Local housing choices enable local workers to live close to where they work and reduce greenhouse gases via commuting trips.

#### Financial Requirement/Impact

The purchase order request outlines a not-to-exceed amount of \$57,500 for the project. The FY23 Housing Action Plan budget allocated \$25,000 for the project. Adequate funds exist in the contingency account to fund the remaining portion.

#### **Attachments**

Scope of work
Purchase Order
Proposal from RFP process
Similar past projects completed by Holst

JADE RILEY
CITY ADMINISTRATOR
CITY OF KETCHUM
191 5<sup>TH</sup> STREET WEST
KETCHUM, ID 83340

03.01.2023

## RE: PROPOSAL FOR SERVICES: FEASIBILITY ANALYSIS FOR THE DEVELOPMENT OF COMMUNITY HOUSING ON PUBLICLY OWNED PROPERTIES

Jade and City Council members,

Thank you for the opportunity to provide this proposal for Architectural Services. We are pleased to provide comprehensive and timely services in support of the important targets in the Ketchum Housing Action Plan. We look forward to working with your team.

123 NE 3RD AVE. SUITE 310 PORTLAND, OR 97232

HOLSTARC.COM

#### PROJECT SUMMARY

Holst will provide a land use feasibility analysis for the 5 properties identified in the RFP and 1-2 additional sites identified during the February 17, 2023 selection committee workshop. We will collaborate with city staff to identify opportunities, constraints, and optimal configurations for development at each property.

We will participate in and support the City's public outreach effort, providing housing expertise as well as public engagement presentations in both virtual and in person formats.

#### SCOPE OF SERVICES

#### COMMUNITY ENGAGEMENT EVENTS

- Our team will be a resource on housing and inclusive design for the City-led effort.
- We will participate in virtual outreach and anticipate 2-3
  virtual public engagement events where we are presenting or
  facilitating a conversation with the community or focus
  group.
- We anticipate approximately 2 in person events to present feasibility study progress as part of the community engagement effort.

#### FEASIBILITY STUDIES FOR 5-7 CITY OWNED PARCELS

- Land use and zoning code analysis for each site.
- Review of applicable regulatory requirements, easements, and utilities.
- Analyze local and site-specific information, such as adjacencies, orientation, view sheds, and access.
- Exploration of massing options showing yield potential, FAR, site layout strategies, and parking counts.
- Work with stakeholders to evaluate and refine feasibility concepts.
- Create a final presentation package of site diagrams, massing options, recommendations, and metrics for each site.

#### SCHEDULE

#### March 2023

- Analyze site due diligence information and community engagement survey feedback
- o Provide a summary document for each study area to be used in community outreach
- Develop a zoning analysis and initial feasibility study for each site
- o Review initial feasibility studies with Stakeholders

#### April 2023

- Refine feasibility studies based on stakeholder feedback and community engagement process information
- Create initial feasibility study package for public release
- Community engagement events or focus group involvement

#### May 2023

- Refine feasibility studies based on stakeholder feedback and community engagement process information
- Meet with stakeholders to review further development of feasibility studies
- o Community engagement events or focus group involvement
- Deliver a final feasibility presentation package for City use and public release

#### FEE STRUCTURE

Our proposed fee for the scope outlined is lump sum and hourly NTE, as indicated in the table below. Holst will invoice monthly based on work complete. Fees below include all reimbursable expenses for travel. See Terms and Conditions for additional information.

SCOPE OF SERVICES	
COMMUNITY ENGAGEMENT EVENTS	HOURLY NTE \$18,500
FEASIBILITY STUDIES FOR 5-7 PARCELS	\$35,000
[\$5,000/SITE]	
CIVIL ENGINEERING CONSULTING	HOURLY NTE \$4,000
SUBTOTAL	\$57,500

DUE DILIGENGE INFORMATION	
PROPERTY SURVEYS AS REQUIRED	TBD
(GALENA ENGINEERING)	

#### **EXCLUSIONS AND CONDITIONS OF DESIGN**

- Holst and a Civil subconsultant team will work from survey documents provided by the City of Ketchum and subcontract with Galena Engineering Inc. for any outstanding survey information.
- MEP and Structural Engineering services are not included.
- Landscape design services are not included.
- Traffic studies and coordination are not included.
- Permits, jurisdictional and system development fees are not included.
- Environmental and geotechnical reports are not included.
- Outsourced renderings if requested by Owner are not included.
- Land Use entitlement processes is not included.

#### **EXHIBITS**

In support of this proposal please find the attached Sample Feasibility Study exhibits. Each report was tailored to the clients' specific needs for site evaluation.

- Exhibit A 600W Front Street Feasibility Studies
- Exhibit B Dekum Court Massing Study
- Exhibit C 3000 Powell Exec. Summary + Feasibility Design
- Exhibit D Metro Barbur North and South Site Design Studies

#### TERMS AND CONDITIONS

This proposal is valid for 30 days commencing on the date of this document. Reimbursable expenses such as taxes, application/permit fees, travel, printing, and consultant fees shall be invoiced at cost plus 10%. Reimbursable expenses for travel are included. Taxes include all state and local assessments, including the Oregon Corporate Activities Tax outlined under Oregon Laws 2019, chapters 122 and 579. All invoices will include a reimbursable expense using Holst's effective tax rate of 0.4% on all services, reimbursable expenses, and reimbursable consultant costs billed.

Invoices shall be payable within 30 days of the invoice date. Invoices not paid within 30 days of the invoice date shall be subject to interest at the rate of 1.5 percent per month. Invoices not paid within 60 days of the invoice date shall be considered substantial nonperformance on the part of the Owner and cause for suspension of performance of services or termination of services. Holst shall give seven days' written notice to the Owner prior to suspension or termination of services. In the event of suspension of services, Holst shall have no liability to the Owner for delay or damage caused because of such suspension of services. Before resuming services, Holst shall be paid all sums due prior to suspension, including interest accrued. If the project is suspended for more than 30 consecutive days, Holst shall be compensated for actual expenses incurred in the interruption and resumption of services, if any. Holst's fees for the remaining services and the time schedules shall be equitably adjusted. Owner may cancel this engagement upon written notice to Holst if Owner pays all fees for work completed and reimbursables incurred through the date of termination.

Holst shall be deemed the authors and owners of our respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Holst. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases Holst from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless Holst from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.

If any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

#### **HOURLY RATES**

Professional services shall be billed on an hourly basis according to the Rate Schedule currently in effect. The current Holst Hourly Rates are attached to this proposal. Holst Architecture reserves the right to adjust hourly rates on an annual basis.

#### **AGREEMENT**

If this proposal meets with your approval, please sign a copy of this proposal that will serve as your authorization for Holst to proceed with work.

#### Accepted by Owner:

CITY OF KETCHUM

DATE

If you have any questions or require additional information, please contact me directly.

Sincerely,

RENÉE STRAND, AIA HOLST ARCHITECTURE

#### 2023 RATE SCHEDULE

Work performed by Holst Architecture will be billed monthly according to the current rate schedule in effect at the time of the work performed.

#### PERSONNEL CHARGES

123 NE 3 <sup>RD</sup> AVE.
SUITE 310
PORTLAND, OR
97232

HOLSTARC.COM

Principal	\$220.00/hour
Project Manager	\$180.00/hour
Project Designer	\$180.00/hour
Project Architect	\$180.00/hour
BIM Coordinator	\$180.00/hour
Inclusive Design Facilitator	\$150.00/hour
Architect / Designer	\$130.00/hour
Project Accountant	\$180.00/hour

EFFECTIVE THROUGH DECEMBER 2023



## **CITY OF KETCHUM**

PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

## PURCHASE ORDER BUDGETED ITEM? \_\_\_Yes \_\_\_No

PURCHASE ORDER - NUMBER: 23070

To: Ship to:

5975 HOLST 123 NE 3RD AVE PORTLAND OR 97232

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/02/2023	Shellie	Shellie		0	

Quantity	Description		Unit Price	Total
1.00	FEASIBILITY ANALYSIS FOR COMMUNITY H 54-4410-4200		57,500.00	57,500.00
	SHIPPING & HANDLING		0.00	
		TOTAL P	O AMOUNT	57,500.00

CITY OF KETCHUM, IDAHO

Feasibility Analysis for the Development of Community Housing on Publicly-owned Properties

November 18, 2022



11.18.2022

ALY SWINDLEY
CITY OF KETCHUM

Dear Aly and members of the selection committee,

Our team is excited about the opportunity to be your partner in the feasibility analysis for Ketchum's development of community housing. We are inspired by the Ketchum Housing Action Plan and the City's commitment to addressing the shortage of affordable housing for local residents.

The Right Fit: A women-owned firm with a staff of over 50, Holst's designers and architects provide the right balance of scale and specificity. We design every project from scratch and tailor our details to its specific conditions, balancing our experience and capacity to handle early concepts and feasibility analysis, with the foresight to predict and mitigate potential pitfalls that could impact your five sites as you embark on the design and construction of workforce housing.

Your project comes at a perfect time for Holst, as several of our projects that involve the proposed team are at stages where we can dedicate our efforts to you for the duration of the feasibility analysis without compromise.

Affordable Housing Experts: Holst has been a leader in creating some of the most innovative multi-family housing for the last two decades. From groundbreaking condominium projects to multi-family housing that has raised the bar, we use our specific knowledge to balance the typically narrow margins of this typology, ensuring we meet your budget and schedule while squeezing every inch of design out of each opportunity. Because Holst works with both market-rate and affordable housing developers on a regular basis, we can leverage our varied experience to bring together the best of both worlds, making the ordinary extraordinary. We have designed and built over 1,100 units of affordable and student housing over the past 10 years, with nearly 1,000 more currently in design or under construction.

Regional Design: Holst has been working in Idaho for the past eight years. We have delivered 870 units of much needed housing to Boise and the surrounding Treasure Valley, and have helped shape new neighborhoods across the state and region. Traveling to Idaho has become part of our regular workflow and something our team enjoys. We're excited to explore the natural beauty of Ketchum as we get to know your community and project sites.

Sincerely,

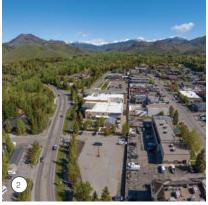
Renée Strand, Principal in Charge 503.233.9856 | rstrand@holstarc.com

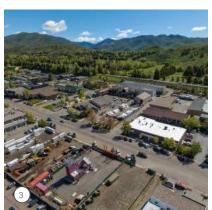
123 NE 3RD AVENUE SUITE 310 PORTLAND, OR 97232

HOLSTARC.COM

### APPROACH AND TIMELINE











#### KETCHUM SITES

- 1. YMCA North Lot
- 2. YMCA South Lot
- 3. Lewis Street Lot
- 4. 6th & Leadville Lot
- 5. Lift Tower Lodge

#### ADDRESSING AN URGENT NEED

We understand that the work of this feasibility analysis is part of a larger, urgent need to honor and maintain the soul of Ketchum—its community. To do that, we need to address the massive shortage of affordable homes for residents. Knowing that housing is influenced by multiple factors, including social, land-use, economic, and population changes, we will engage in this feasibility analysis as a true partner and collaborator in the nuanced discovery process and distillation of solutions.

#### OUR PATH FORWARD

To get there, we start by centering design justice and fostering collaborative relationships with the entire team. We value the wide variety of perspectives your staff, subject matter experts, and community members will provide throughout our work together. With sustainability and equity at the forefront of our process, we are confident that we can create a feasibility

study that will be an invaluable asset to your team as you embark on developing five sites with housing to support Ketchum residents.

Knowing that this feasibility analysis will help chart your path forward into the design and construction process, it is our job to ensure that we provide you accurate data to understand costs and implications of each decision. We always begin with the end in mind and will work with the City of Ketchum each step of the way, navigating the project toward the best possible outcome within the available means.

"[...] the pursuit of accessible community housing represents more than a roof over community members' heads – it's a quest to maintain the "soul" of the community"

- KETCHUM HOUSING ACTION PLAN

#### COMMUNITY ENGAGEMENT

We are so glad that your Housing Action Plan underscores the importance of truly partnering with community members to engage, learn, and act together. We align with you on this and believe that the feasibility analysis won't be a success unless it centers your people and community—creating opportunities for both to thrive.

Community engagement is at the core of our work and our culture at Holst. On our team, we have included Hannah Silver as Inclusive Design Facilitator. This is her full-time role at Holst, and is an investment in our conscientious design education and intentional goal-setting—and we're even more excited to share her wealth of knowledge with clients and community.

#### PROJECT TIMELINE

The timeline outlined in your RFP aligns with our understanding of the work and our capacity to deliver this comprehensive feasibility study.

In the Housing Action Plan, you stated that agreement on – and use of – common data that is updated regularly to clarify communication is particularly important. We'll start the process by digging into community studies and doing a deep dive into the City of Ketchum Comprehensive Plan and codes to make sure that we're all working from the same foundation.

During the month of January, we will kick off a robust and engaging process by conducting thorough research and working directly with Ketchum's stakeholders and community members to start finding the big ideas and common themes we all believe in. When done right, design can unify people behind a common goal. Doing this requires taking all the disparate needs, individual desires, conflicting opinions, and varied perspectives as raw ingredients that we distill into a unifying feasibility study that transcends differences and binds us as a community.

In February and March, we will continue our analysis of the opportunities on the five sites. On the pages that follow, we have broken down our feasibility analysis process into individual steps and deliverables. Although the sites could be studied concurrently or consecutively within that time period, we recommend performing the steps for all sites concurrently to better leverage and cross reference data.

## CITY OF KETCHUM'S SIX PRINCIPLES TO APPROACH THE PROJECT

- Housing solutions must be cross sectional and layered to have real impact.
- 2. Coordination around a shared vision is imperative.
- Ketchum's housing solutions should encourage and be consistent with regional collaboration efforts while also being specific and actionable for Ketchum.
- 4. A healthy, vibrant community relies on local housing for a range of income levels.
- Communication, collaboration and accountability build trust and a more activated, informed, and supportive community.
- 6. Working to create effective housing solutions is a continual, iterative process.

#### STEP 1: UNDERSTAND THE SITE, CONTEXT, & COMMUNITY NEEDS



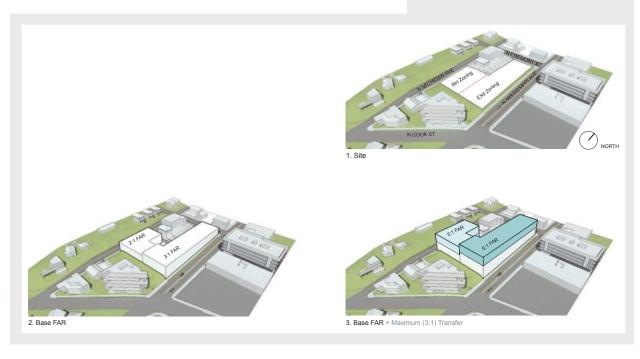
#### WHAT WE DO IN STEP 1:

- Review all applicable community studies and the Ketchum Comprehensive Plan.
- Community engagement—our team will be a resource on affordable housing and inclusive design for the City-led effort.
- Analyze local and site-specific information, such as adjacencies, orientation, and access.

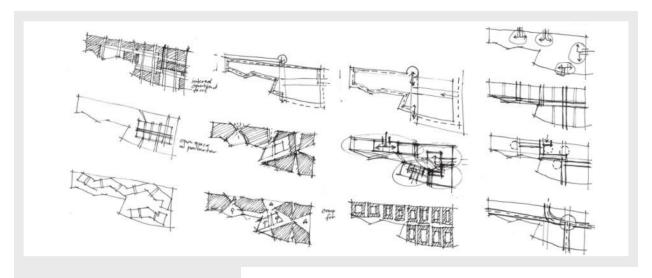
#### STEP 2: PERFORM CODE ANALYSIS

#### WHAT WE DO IN STEP 2:

- Thorough land use and zoning code analysis.
- Review of applicable regulatory requirements, easements, and utilities.



#### STEP 3: EXPLORE SITE OPPORTUNITIES



#### WHAT WE DO IN STEP 3:

Conduct yield studies, explore massing options, FAR, site layout, and parking strategies.

#### WHAT WE DO IN STEP 4:

- Work with stakeholders to evaluate and refine feasibility concepts.
- Create a final presentation package of concept diagrams and metrics for each site.



### ABOUT HOLST



WHO WE ARE

Holst is an award-winning, women-owned architecture firm of more than 50 professionals based in Portland, Oregon, and led by partners Renée Strand, Kim Wilson, Kevin Valk, and Dave Otte. Our reputation in the community and among our peers is founded on a process of inquiry and iteration that instills design excellence from the big idea through the execution of each crafted detail.

For 30 years, a clearly defined value system and an open and collaborative approach has governed our design methodology. We design for experience, always aiming to turn the ordinary into extraordinary. From conception to completion, we oversee all aspects of the planning, design, and construction processes to ensure that our projects are functional, efficient, financially responsible, and a source of inspiration.

We believe that everyone deserves good design, and we strive to make a social impact with every space we create. We create healthy, functional spaces built for all people, built to last, supportive of social justice, and respectful of the environment. We engage communities and expertise beyond our own to strengthen and improve our design process. We are easy to work with because of our willingness to learn; our openness enables innovation in all facets of our work.

Holst's projects for commercial, residential, education, hospitality, and nonprofit organizations have been widely published and recognized with over 60 design awards in the last 10 years. In 2020, we were named the AIA Northwest and Pacific Region's Firm of the Year for outstanding contributions to the profession of architecture through our commitment to excellence in design and elevating the quality of the built environment.

123 NE 3RD AVE. SUITE 310 PORTLAND, OR 97232

HOLSTARC.COM

CERTIFED WBE / DBE OR: #10644 WA: #604480965

IDAHO BUSINESS LICENSE: 4534612

IDAHO ARCHITECTURE LICENSE: AR-986162



## RENÉE STRAND

PRINCIPAL IN CHARGE

HOLST ARCHITECTURE | PRINCIPAL / OWNER

#### BIO

As an Owner, Principal, and Managing Director at Holst, Renée's leadership and vision have been instrumental to maintaining Holst's high standards through significant growth, while tirelessly advocating for equity in architecture.

Renée started her career working in custom residential and luxury resort projects and she now regularly works in affordable housing—enabling her to bring the highest level of quality, craftsmanship and style to her current work. Renée's extensive portfolio includes mixed-use housing, higher education, hospitality, retail, complex interior renovations, and single-family residences. An exceptional communicator, she brings an ability to clarify sophisticated design strategies to her clients and build consensus. These skills have also served her well in navigating permitting processes in more than sixty cities and counties nationwide.

An active member of her community, Renée has volunteered for the Caldera Arts Program, Architecture Foundation of Oregon's Architects in Schools program, Portland Institute of Contemporary Art (PICA), and Habitat for Humanity, in addition to providing pro bono design work to local nonprofits Last year, Renée co-taught a University of Oregon School of Architecture housing studio that focused on affordable housing.

#### SELECTED PROJECTS

#### Housing

Human Solutions The Aurora Affordable Housing | Portland, OR

CDP Julia West Permanent Supportive Housing | Portland, OR

Roundhouse The Avens Apartments | Boise, ID

Roundhouse Hearth Apartments | Boise, ID

Roundhouse The Clara Apartments | Eagle, ID

Roundhouse The Fowler Apartments | Boise, ID

Visum Development Vanguard Apartments | Boise, ID

Home Forward Dekum Court Feasibility Study | Portland, OR

Coho Collaborative Passive House Multi-family | Seattle, WA

Archipelago Olympia Place Student Housing | Amherst, MA

Fore Property Northpointe Apartments | Portland, OR

#### **EDUCATION**

Master of Architecture, University of Oregon, 2004

Bachelor of Science in Architecture, University of Michigan, 2000

#### **CERTIFICATIONS**

Architect | Idaho, Oregon, Washington, and Montana

National Council of Architectural Registration Boards (NCARB) Certified

LEED Accredited Professional

#### **AFFILIATIONS, AWARDS & APPOINTMENTS**

Adjunct Faculty, University of Oregon, 2021 - present

Holst American Institute of Architects (AIA) Northwest & Pacific Region (NWPR) Firm of the Year, 2020

National Organization of Minority Architects (NOMA) Portland Chapter

American Institute of Architects (AIA)

Women In Architecture, presenter, 2021

Architects in Schools, 2004 - present

University of Oregon, Guest Critic, 2005 - present

American Institute of Architects (AIA) San Antonio Awards, Jury Member, 2017

Oregon Daily Journal of Commerce, Woman of Vision, 2016

Marysville School, Advisory Council, 2006 - 2015

Kendall College of Art & Design, Adjunct Faculty, 2005 - 2006

University of Oregon, Graduate Teaching Fellow, 2002



## LEE SHRADAR

## PROJECT DESIGNER HOLST ARCHITECTURE | SENIOR ASSOCIATE

#### BIO

Lee joined Holst in 2005 and has been a key member of the Holst team, with his broad experience, enabling him to successfully contribute to every project phase. His diverse design portfolio includes commercial office, multi-family, educational, and single-family residential markets. From the initial conception of projects through design review, permitting, pricing, and construction, Lee is involved at every stage of design and project coordination.

From actively listening to his clients' visions from feasibility through construction administration, Lee's strong communication skills are invaluable. His proficiency with 3D visualization, conceptualization, and code and constructibility issues enable design concepts and creative solutions to be implemented efficiently. Throughout a project, he excels at consultant coordination, working collaboratively with consultants and subs to create efficient processes and the smartest solutions.

Lee focuses on front-end design and establishes concepts and guidelines that flow throughout the subsequent phases. Due to his extensive experience with developer projects, Lee deeply understands the necessary balance between budgets, design decisions, and constructibility issues, all while maintaining a clear architectural expression.

#### SELECTED PROJECTS

Housing

Roundhouse Hearth Apartments | Boise, ID

Roundhouse The Clara Apartments | Eagle, ID

Roundhouse The Avens Apartments | Boise, ID

Killian Pacific Ninebark Apartments | Washougal, WA

Fore Property Northpointe Apartments | Portland, OR

Fore Property Revere Apartments | Portland, OR

Archipelago One East Pleasant Student Housing | Amherst, MA

Archipelago Kendrick Place Student Housing | Amherst, MA

Archipelago Olympia Place Student Housing | Amherst, MA

LL Hawkins Apartments | Portland, OR

Sawyer's Row Apartments | Portland, OR

#### **EDUCATION**

Bachelor of Architecture, University of Kansas, 2005

#### **CERTIFICATIONS**

LEED Accredited Professional

#### **AFFILIATIONS & APPOINTMENTS**

University of Oregon School of Architecture Guest Critic, 2005 - 2022



### HANNAH SILVER

# INCLUSIVE DESIGN FACILITATOR HOLST ARCHITECTURE

#### BIO

With a background in architecture and urban planning, Hannah Silver brings a broad understanding of health, equity, and sustainable design best practices to her engaging community outreach and workshop facilitation. Hannah is committed to centering the experiences of spatially marginalized people, highlighting intersectional needs, and emphasizing practical strategies for making good design happen.

Most recently, Hannah worked in consulting as the founder of Informal / Function (I/F), providing accessible and engaging education about inclusive design to building project teams.

#### **EDUCATION**

Master of Urban and Regional Planning, Portland State University, 2015

Bachelor of Science in Architecture, University of Virginia, 2012

#### **CERTIFICATIONS**

WELL Accredited Professional

LEED Accredited Professional

Fitwel Ambassador

**EcoDistricts Accredited Professional** 

#### SELECTED PROJECTS

Community Engagement, Inclusive Design Consultation & Design Team Education 73Foster Affordable Housing | Portland, OR

East County Flagship Library | Gresham OR

Holgate Library Renovation with Bora Architects and Colloqate \*

Midland Library Renovation with Bora Architects and Collogate \*

Portland State University's Science Building 1 Renovation \*

8 Ways to Design for Disabled Joy, independent research project & outreach \*

Fat-Friendly Design with AllGo, AIA / IIDA of Oregon trainings and informational video \*

WITH Sacramento project with PSU's Center for Public Interest Design, conducted small-scale engagement with formerly unhoused individuals \*

<sup>\*</sup> Denotes work done while employed at other firms

### ABOUT T-O ENGINEERING



#### FIRM PROFILE

T-O Engineers is a leading Northwest consulting, engineering and planning firm providing expertise in civil engineering, surveying, landscape architecture and construction administrative services. They have experience working with local, state and federal agencies as well as private companies and individuals. They strive to provide their clients with responsive service and build long-term relationships to help them achieve their project goals.

T-O proudly employs more than 180 professionals and has built the company around specialized engineers and their supporting staff. Over the past 10 years, T-O has performed survey and engineering services in collaboration with the proposed team. Projects with Holst include The Fowler, The Avens, and Hearth apartment buildings in downtown Boise.

For more than 30 years, T-O Engineers has provided civil engineering and surveying services for land development clients, building their reputation as a responsive firm with the ability to tackle the toughest issues from foothills to floodways.

T-O has completed numerous affordable housing projects in many configurations ranging from single family subdivisions, apartment complexes, and cottage-style facilities. From large planned communities down to smaller infill sites with complex entitlement issues, their local experience with city codes and planning ordinances, as well as their relationships with regulatory agencies allows them to keep projects moving smoothly through the development process.

T-O Engineers' knowledge, experience, and attention to detail will be invaluble when it comes to studying Ketchum's five sites.

T-O OFFICES:
BOISE
CHEYENNE
CODY
COEUR D'ALENE
HEBER CITY
MERIDIAN
NAMPA
SPOKANE

WENATCHEE

TO-ENGINEERS.COM



### BRENDAN DANIELS

# CIVIL ENGINEERING PROJECT MANAGER T-O ENGINEERS

#### BIO

Brendon is a Project Manager with over 10 years of experience in local agency coordination, design, and construction engineering and inspection. He has been involved in a large variety of projects across the public and private sectors. Brendon has a solid foundation as a design engineer; utilizing his knowledge and innovation from the private sector to help municipalities meet both their short term design needs and long term planning for facilities.

Brendon has repeatedly worked with clients who appreciate his responsiveness and attention to detail. He has been involved in successful design projects with extensive analysis of vehicle movements and large site layouts. Many of Brendon's projects include large design teams with Architectural, structural, and MEP teams where T-O works as both a prime and subconsultant. He is well versed in the coordination and required to make these multi-firm projects efficient and successful.

#### SELECTED PROJECTS

The Avens Mixed-Use Development | Boise, ID [with Holst]

In coordination with ACHD, ITD, CCDC and City of Boise, T-O provided topographic survey, site design, grading, stormwater design with green infrastructure storage, utility connections, right of way detailing and well fulldesign services for the new 28th Street improvements.

The Fowler Mixed-Use Development | Boise, ID [with Holst]

In coordination with ACHD, ITD, CCDC and City of Boise, T-O provided topographic survey, site design, grading, stormwater design with green infrastructure storage, utility connections and frontage improvements.

Hearth Mixed-Use Development | Boise, ID [with Holst]

In coordination with ACHD, ITD, CCDC and City of Boise, T-O provided topographic survey, site design, grading, stormwater design with green infrastructure storage, utility connections and frontage improvements.

11th and Lee Mixed Use | Boise, ID

Beginning in March 2022, this project includes topographic survey, site design, grading, utility connections and stormwater design utilizing permeable paver systems. It also includes inter-agency coordination with CCDC on the development of enhanced pedestrian / bicycle facilities along the project frontage.

#### HOPE Plaza Apartments | Caldwell, ID

Developed by New Beginnings Housing, T-O provided civil design including water, sewer main line extensions, multi-phase site grading and drainage design. The project required design elements dealing with high ground water impacting both grading and stormwater options.

#### **EDUCATION**

Gonzaga University Bachelor of Science, Civil Engineering

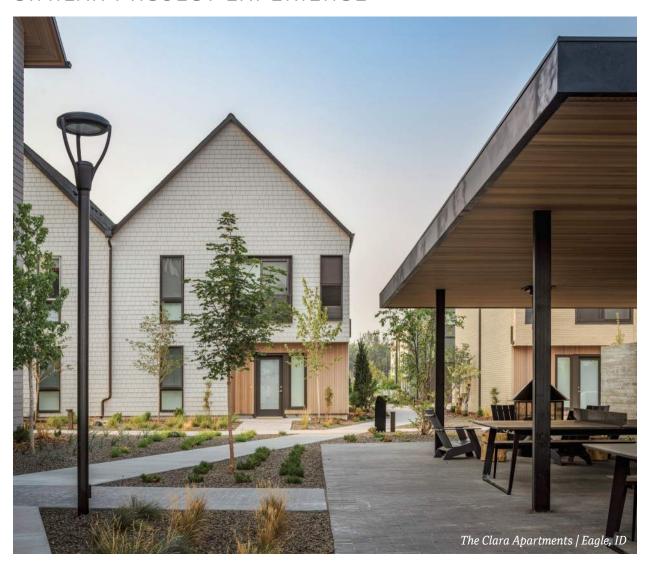
#### **CERTIFICATIONS**

Licensed Professional Engineer

ID #17135

NV #024214

### SIMILAR PROJECT EXPERIENCE



#### HOLST'S DIVERSE PORTFOLIO

Our qualifications include a range of projects that all relate closely to the characteristics of the five sites outlined in the RFP. These include contemporary infill housing in historic districts, experience in a destination town that welcomes outdoor tourism and adventurers, highly sustainable and resource-conscious designs, as well as multi-family developments that set the bar, acting as a catlyst for the growth of vibrant new neighborhoods. These examples demonstrate our diverse experience, which will be necessary to deliver feasibility studies that consider not only the the early research and analysis of your sites, but also how they will live, evolve, and contribute to the City of Ketchum for decades to come. Although you'll see images of beautiful completed projects, it's important to note that each of these

projects began with early studies that charted its path forward. Our perspective and fresh eyes will ensure each of your sites are functional, sustainable, and a source of inspiration to the residents of Ketchum and visitors alike.

#### A REGIONAL ARCHITECT

While Holst is based in Portland, approximately 50% of our current work is in jurisdictions outside the city. We have recently completed projects in Seattle, Bend, Seaside, and Corvallis, as well as a project that recently completed construction in Bhutan. Principal in Charge Renée Strand is a licensed architect in the State of Idaho, having completed four housing projects in the Treasure Valley, with a fifth about to enter construction.

### AFFORDABLE, WORKFORCE, AND STUDENT HOUSING





















Holst's award-winning, 50-person studio strives to make a social impact with every space we design, and our portfolio includes many of the region's most significant affordable and supportive housing developments. We have designed / renovated and built over 1,100 units of affordable and student housing over the past 10 years, with nearly 1,000 more currently in design or under construction.

- 1,106 AFFORDABLE, WORKFORCE, AND STUDENT HOUSING UNITS
- 1. Bud Clark Commons 130 affordable units
- 2. Olympia Place 73 student housing units
- 3. Lifeworks Beech Street 48 affordable units
- 4. Kendrick Place 36 student housing units
- 5. Argyle Gardens 42 affordable units
- 6. Home Forward Renovations 435 affordable units
- 7. One East Pleasant 134 student housing units
- 8. 72Foster 101 affordable units
- 9. Nick Fish- 40 affordable units
- 10. Glisan Commons 67 affordable units

### WORK IN IDAHO AND ACROSS THE REGION











## 868 HOUSING UNITS IN IDAHO

- 1. The Avens 196 units | Boise
- 2. The Fowler 159 units | Boise
- 3. Hearth 161 units | Boise
- 4. Vanguard 75 units | Boise
- 5. The Clara 277 units | Eagle

Holst has been working in Idaho for the past eight years—traveling has become part of our regular workflow and a source of excitement for our team. We are on our way to delivering 870 units of much needed housing to Boise and the surrounding Treasure Valley, and have a new housing project breaking ground in Boise in March 2023. Given that Portland is only 3.5 hours away by plane, we can easily make trips to Ketchum, and we're also happy to coordinate visits to Ketchum that coincide with our regularly scheduled trips to Boise and pass those savings on to the City of Ketchum. Being mindful of our impact on the environment, we purchase carbon offset credits for all of our business travel.

### CURRENT AFFORDABLE HOUSING PROJECTS











(a)







In addition to Holst's portfolio of completed affordable housing projects, we currently have eight projects currently in design or under construction, totaling nearly 1,000 units.

Given the shortage of affordable housing across our region, we are proud to specialize in creating high quality, beautiful, affordable housing that integrates seamlessly into the fabric of the community.

#### 970 AFFORDABLE UNITS IN PROGRESS

- 1. 74th & Glisan 137 units
- 2. 3000 Powell 206 units
- 3. The Aurora 93 units
- 4. Francis & Clare Place 61 units
- *5.* 73Foster 64 units
- 6. Grace Peck Terrace 95 units
- 7. hollywoodHUB 224 units
- 8. Julia West 90 units

### 310 OAK STREET

HOOD RIVER, OR



#### SUMMARY

Located in downtown Hood River, Oregon, Holst designed a four-story mixed-use building that is modern in detail, scale, and function, nestled favorably within an historic context. Traditional materials of brick and wood are used to complement the modern expression of the concrete structure, as the building mass steps back to form an adjacent outdoor plaza.

Access to light and views was achieved by creating an intimate public courtyard between buildings, which also supports the retail tenants by offering outdoor spaces that are protected from the notorious Columbia River Gorge winds. The loft-style units have expansive floor-to-ceiling windows with panoramic views of the Gorge and Mount Adams. Cherry is used throughout, from the custom-designed fireplace to the reading nook's built-in couch and shelves. Floors are concrete slab with radiant heating.

Ground floor retail and a cafe contribute to a lively street presence and share the multi-purpose outdoor space for performances and a farmer's market. The pedestrian corridor respects Hood River's walkability and the building's prime location in the heart of the town's retail district.

#### BRIEF

Mixed-use condominium building with high-profile retail on ground floor

#### PROJECT RELEVANCY

Similar to your 6th & Leadville Lot, 310 Oak is located in downtown Hood River—a small but vibrant town near Mt. Hood and the Columbia Gorge that welcomes outdoor adventurers and tourism.

#### SITE SIZE

0.73 acres

#### SIZE

32,000 sq. ft.

#### COMPLETION

2006

#### CLIENT

Smart Development



### 72FOSTER

PORTLAND, OR



#### SUMMARY

Designed for REACH Community Development, 72Foster contains 101 units of affordable housing tailored to intergenerational families in SE Portland—the first of its kind in the city. The intergenerational focus informs the building's close proximity to transit, the mix of studio to three-bedroom units, and the project's sustainability and affordability goals.

The building's angled shape respects the existing neighborhood scale, provides a new courtyard as a public amenity, and acts as a buffer from bustling Foster Road. An open breezeway maintains the connection from the residential neighborhood to the popular Portland Mercado across the street.

The building's exterior alternates brick and Hardieplank for texture and variation without sacrificing durability and affordability. A strategic use of cedar surrounding the entrance and breezeway brings visual warmth at the human scale. A clean, calm interior palette enables lively artist-painted murals to lead visitors through the lobby and into the ground floor community room.

On the roof, an expansive 106.5 kW solar array offsets utility costs for common space areas of the building. The building skin features two inches of continuous insulation, and the solar array's energy production is tracked through a building management system with data publicly displayed on a screen in the lobby.

To meet the needs of seniors and families, each apartment unit features comfortable room proportions, large windows, ceiling fans in every room, and generously sized kitchens with mechanically ventilated range hoods. Onsite programs and services will be provided through a partnership with the Asian Health & Service Center.

#### **BRIEF**

Affordable housing and resource center tailored for intergenerational families

#### PROJECT RELEVANCY

Similar to your YMCA South Lot, 72Foster has created a vibrant affordable community outside of Portland's downtown core. The project was part of the revitalization of the neighborhood, paving the way for further development.

#### SITE SIZE

0.87 acres

#### SIZE

79,600 sq. ft.

101 units

#### COMPLETION

2019

#### CLIENT

REACH Community Development

#### **SELECTED AWARDS**

2020 AIA Oregon Architecture Award of Merit

2019 AIA Northwest and Pacific Region Design Award of Merit

2019 Multi-Housing News Award of Excellence, Design + Development, Bronze Award



"When we saw this project come up, we were practically cheering because you're doing everything right here...This is a great project."

Carlotta Collette
METRO COUNCILOR











### LL HAWKINS

PORTLAND, OR



#### SUMMARY

The first project in the recently masterplanned Conway site in NW Portland, LL Hawkins and Slabtown Marketplace will serve as a catalyst for future development and revitalization in the area. The 92,000 sq. ft. mixed-use development in NW Portland provides market-rate apartments, retail, a grocery store, parking, and a new pedestrian accessway.

The western half of the site includes the redevelopment of a 36,000 sq. ft. warehouse called Slabtown Marketplace. New Seasons Market, a local grocery store, is the building's anchor tenant, and there are two additional tenant retail spaces being built out in 2016. Architecturally, Slabtown Marketplace takes its cue from the surrounding mid-century warehouse district. New storefront openings were cut into the perimeter on all four sides, and expansive wood canopies and porches reminiscent of loading docks create rich new pedestrian environments.

LL Hawkins, a new six-story mixed-use building, takes up the eastern portion of the site. The 125,000 sq. ft. building includes 114 apartments, six retail spaces, and 79 underground parking spaces for the apartment tenants. The variegated building facade breaks down the mass into smaller vertical elements, evoking an early 20th-century scale.

#### BRIFE

Mixed-use apartment building with retail, pedestrian accessway, and renovated warehouse / grocery store

#### PROJECT RELEVANCY

Similar to your Lewis Street Lot, LL Hawkins was located in an industrial warehouse district. As the first new development in the area, LL Hawkins served as a catalyst for what has become one of Portland's coolest new neighborhoods.

#### SITE SIZE

0.90 acres

#### SIZE

125,000 sq. ft.

114 units

#### COMPLETION

2015

#### CERTIFICATION

LEED Gold

#### CLIENT

CE John

#### **SELECTED AWARDS**

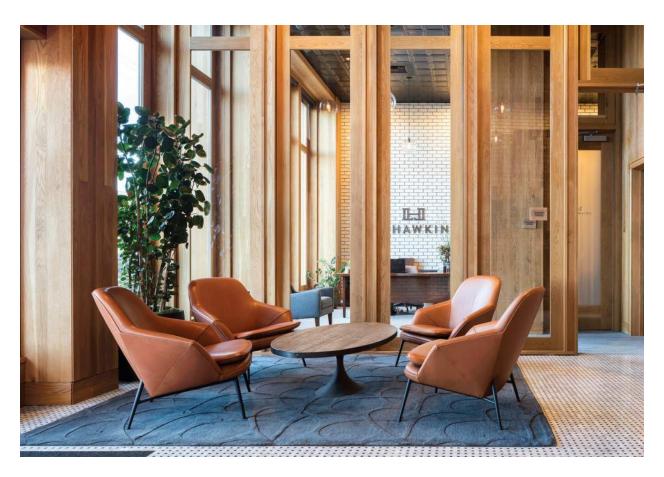
2019 Oregon ASLA Awards, Honor Award

2016 Daily Journal of Commerce TopProjects, 2nd Place in Renovation Category



"[LL Hawkins] sets new design standards for multifamily housing in Portland."

PORTLAND MONTHLY MAGAZINE











### HEARTH

BOISE, ID



#### SUMMARY

Hearth was Holst's third new multi-family project in downtown Boise. Located just one block from the Fowler apartments, Hearth brings further density and urban amenities to the growing Central Addition.

In conjunction with the City of Boise's vision for a mixed-use district, the program includes apartment units in three different sizes, ground floor live / work units, and retail tenant spaces. Resident amenities include indoor bike storage, a fitness center, an indoor spa, a clubroom, and an elevated community courtyard space with lounge seating and kitchen.

Holst's design is centered around fostering a rich pedestrian experience in the LIV District. The building's "Z" shape pulls the building massing from the street while maximizing usable square footage inside. This also creates space for the fourth-floor courtyards, which further enliven the streetscape. Other resident amenity spaces are expressed on the exterior to animate the building. The ground floor retail tenant spaces open out onto the sidewalk with operable windows and patio seating.

The building is clad in a mix of light-colored brick veneer and stucco, contrasted with darker aluminum systems. Units with balconies were arranged to face either downtown Boise or the surrounding foothills.

Ample sidewalk space maximizes pedestrian interaction with the building, providing seating and connecting to the resident entrance and tenant spaces.

#### BRIEF

Mixed-use housing with luxury amenities and ground floor retail

#### PROJECT RELEVANCY

Similar to your Lift Tower Lodge site, Hearth adds density to downtown Boise, with 161 units on a larger lot.

#### SITE SIZE

1.092 acres

#### SIZE

222,000 sq. ft.

161 units

#### CERTIFICATION

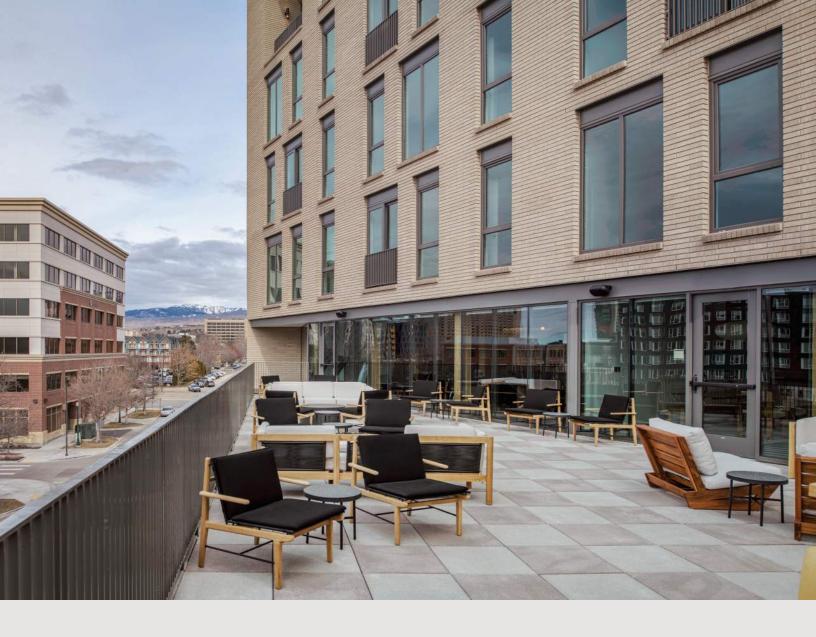
Fitwel

#### COMPLETION

2022

#### CLIENT

Roundhouse



"Very impressed with this beautiful apartment complex. The rooms are beautifully made and there are amazing amenities!"

RESIDENT











### THURMAN STREET LOFTS

PORTLAND, OR



#### SUMMARY

This 26,000 sq. ft. mixed-use building sensitively engages the nostalgic character of Portland's historic Northwest District, while responding to the higher density and commercial requirements of zoning changes.

Thurman Street Lofts include 16 loft / condominium units ranging in size from 640 to 1900 sq. ft. It also provides 500 sq. ft. of groundfloor retail, secure ground floor parking, and private balconies.

Inspired by the turn-of-the-century masonry apartment buildings of the area, each unit is graced with large picture windows punched deep into the wood facades. The building corners break down, exposing delicate wood screens. The perceived building height is reduced by setting the top floor back 12 feet from the street and back facades, providing private full-width terraces to those units.

Contrasting shades of sustainable Brazilian Ipe siding create visual interest and help minimize the perceived mass of the building. This Ipe rainscreen also provides a strong, breathable exterior skin. Loft interiors are graced with exposed wood ceilings, hardwood floors, granite countertops, and expansive windows. Serving both function and cost, an energy-efficient radiant floor heating system warms each unit for a fraction of the cost of traditional systems.

#### **BRIEF**

Mixed-use condominium building with ground-floor retail

#### PROJECT RELEVANCY

Similar to your 6th & Leadville Lot, the Thurman Street Lofts are located in Portland's urban core. The building's small footprint maximizes use of the site.

#### SITE SIZE

0.15 acres

#### SIZE

26,000 sq. ft.

16 units

#### COMPLETION

2006

#### CLIENT

937 Group LLC

#### **SELECTED AWARDS**

2006 Excellence in Construction, Associated Builders and Contractors, Inc.



"The Thurman Street Lofts...extend the articulated, wood exterior towards a more sculptural end, with windows almost carved from the dark wood facades."

John Hill DAILY DOSE OF ARCHITECTURE











### LIFEWORKS NW / BEECH STREET APARTMENTS

PORTLAND, OR



#### SUMMARY

LifeWorks NW / Beech Street Apartments is a mixed-use development in NE Portland that provides permanent family housing and supportive services for women recovering from addiction. A collaboration between Home Forward, Portland's housing authority, and LifeWorks NW, a mental health and addiction nonprofit, the project provides space for both short-term treatment and long-term recovery.

Comprising the east wing of the project, LifeWorks NW's Project Network program provides sixteen temporary units for 36 women to live in during substance abuse treatment, along with their young children, and includes a child development center, library, courtyard, administration, and a variety of gathering spaces for treatment. Across two courtyards separated by a shared community room, the project's west wing provides 32 permanent family apartments reserved for graduates of substance abuse treatment programs, operated by Home Forward. It provides ongoing support for women in recovery.

This unique, community-oriented development aims to be a model of both social and environmental sustainability. The LEED Platinum project features a green roof, onsite stormwater treatment, high-efficiency lighting, locally sourced materials, and no-VOC paints and finishes.

#### **BRIEF**

Affordable housing for women and their children, along with support services

#### **PROJECT RELEVANCY**

Similar to your YMCA North Lot, the Beech Street Apartments are located in a quieter neighborhood outside of Portland's downtown core, on a similar sized site.

#### SITE SIZE

1.1 acres

#### SIZE

61,500 sq. ft.

48 units

#### COMPLETION

2014

#### CERTIFICATION

LEED Platinum

#### CLIENT

LifeWorks NW, Home Forward

#### **SELECTED AWARDS**

2015 ENR Best of the Year award winner, Residential / Hospitality Category



"This innovative collaboration provides a treatment facility and permanent housing that helps families to build a solid base of recovery, maintain a crucial support network, sustain the success of their treatment, and remain in their local community."

> Mary Monnat PRESIDENT / CEO, LIFEWORKS NW











### VANGUARD

BOISE, ID



#### SUMMARY

Targeting students and young professionals, the Vanguard bridges historic downtown Boise and the newer Central Addition neighborhood with 75 units of market rate housing. Visum Development, based in Ithaca, New York, chose Holst to design their first foray into the Boise Market, a new eight-story building that shares a block with the Basque Cultural Center.

A series of systematic design choices respond to the context of downtown historic buildings, neighborhood edges, and downtown circulation patterns. The shape of the concrete and wood-framed building results from a shifting of a portion of the max zoning envelope back on the site, creating folded vertical planes along its street frontages. Balconies highlighted in ochre link the protruding and receding edges and contrast the building's dark brick façades. The color extends to the ground to identify the building's main entrance on Sixth Avenue.

The lobby serves a dual purpose as a study / workspace. Other amenities include plentiful bike parking, a community lounge, and a shared roof deck with fire pit and grill. In the public spaces, sealed concrete floors, plywood finishes, and metal details carry an industrial aesthetic throughout to appeal to the building's young target audience. The studio, one-, and two- bedroom units feature a neutral, modern palette of white, light wood, and concrete.

#### BRIEF

New eight-story multi-family building tailored to students and young professionals

#### PROJECT RELEVANCY

Similar to your Lewis Street Lot, Vanguard sits on a smaller lot in a developing neighborhood of Boise's downtown, adjacent to a historic neighborhood.

#### SITE SIZE

0.18 acres

#### SIZE

55,869 sq. ft.

75 units

#### COMPLETION

2021

#### CLIENT

Visum Development



"The Vanguard brings a fresh contemporary design that is unique to Boise's downtown...
The Vanguard is changing the face of urban living in Boise."

Natalie Lemas Hernandez PROPERTY MANAGER, COMMERCIAL NW











### INITIAL BUDGET ESTIMATE & HOURLY RATES

We estimate the Architectural fee at \$30,000 and will provide Civil Engineering consulting hourly as required. We are flexible and happy to complete the Feasibility Analysis as a lump sum or hourly NTE—whichever the City prefers.

HOLST'S 2022 HOURLY RATES

Principal - \$200

Project Manager - \$165

Project Designer - \$165

Project Architect - \$165

Architect / Designer III - \$135

Architect / Designer II - \$115

Architect / Designer I - \$100

Project Accountant - \$165

Work performed by Holst will be billed monthly according to the current rate schedule in effect at the time of the work performed. Hourly rates are updated annually.

T-O ENGINEERING'S 2022 HOURLY RATES

Principal - \$225 - \$250

Project Manager - \$115 - \$210

Project Engineer - \$110 - \$165

Staff Engineer - \$85 - \$120

Survey Manager - \$150 - \$200

Staff Surveyor - \$70 - \$120

Survey Technician - \$70 - \$120

Environmental Specialist \$95 - \$130

GIS Specialist \$90 - \$110

Administrative \$60 - \$115



Sample image from a recent affordable housing site study.

### REFERENCES



Fora Health Treatment Center HQ

#### MARK EDLEN

Co-Founder, Edlen & Co.

Location: Ketchum, Idaho

208-776-0550

mark.edlen@edlenandco.com

#### MAJOR PROJECTS

- · The Nick Fish Affordable Housing
- · The Aurora Affordable Housing
- Fora Health Treatment Center HQ
- Lifeworks NW Beech Street Apts
- · Moore Street Affordable Housing



Asian Health & Service Center

#### **BOB WALSH**

Co-Founder & Chairman, Walsh Construction Co.

Location: Ketchum, Idaho & Portland, Oregon

503-222-4375

bwalsh@walshconstruction.com

#### MAJOR PROJECTS

- · Bud Clark Commons
- Argyle Gardens
- Home Forward Tower Renovations (4)
- Lifeworks NW Beech Street Apartments
- · Asian Health & Service Center
- · hollywoodHUB
- · Frances & Clare
- Julia West
- 73Foster
- Walsh Construction HQ
- Rivertec Office Renovation
- Ecotrust

#### KATIE VILA

Chief Operating Officer, Roundhouse Development

Location: Boise, Idaho

208-271-7281

katie@rndhouse.com

#### MAJOR PROJECTS

- The Avens Apartments
- · Hearth Apartments
- The Clara Apartments
- The Fowler Apartments
- · Perch Apartments



The Clara Apartments

#### SHELLAN RODRIGUEZ

Principal & Owner, SMR Development

Location: Boise, Idaho

406-531-0401

shellan@smrdevelopment.com



 The Fowler Apartments (while with Capital City Development Corporation - CCDC)



The Fowler Apartments

## HOLST

123 NE 3RD AVE SUITE 310, PORTLAND, OR 97232

HOLSTARC.COM

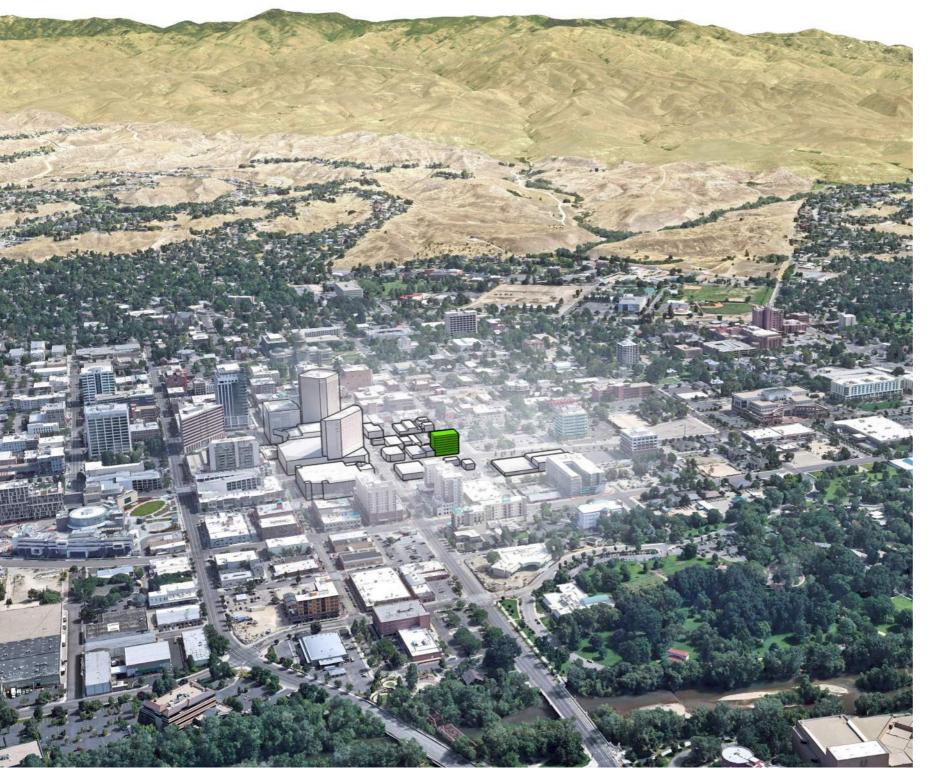
## HOLST

29 October 2018

# VISUM DEVELOPMENT GROUP 600 W FRONT STREET

BOISE, ID

Feasibility Study



## SITE AND MASSING STUDY

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#### **ZONING ANALYSIS**

600 W FRONT ST, BOISE ID 83702

S10 T3 R2, LOT 5, BLOCK 23 BCOT SUBDIVISION

0.18 ACRES / 8,000SF [80FT X 100FT]

DOWNTOWN MIXED-USE AREA

C-5DDC ZONE

DOWNTOWN CORRIDOR OF CAPITAL BOULEVARD SPECIAL DESIGN DISTRICT

NO HEIGHT LIMIT FOR RESIDENTIAL (4:1 FOR COMMERCIAL)

P1 PARKING ZONE, NO PARKING REQUIRED FOR RESIDENTIAL

CCDC RIVER-MYRTLE - OLD BOISE URBAN RENEWAL DISTRICT

CENTRAL BUSINESS DISTRICT, OLD-BOISE EASTSIDE PLANNING AREA

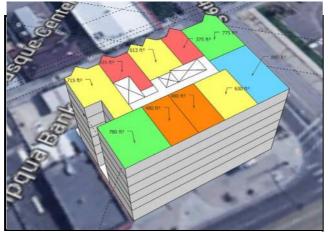
BLOCK FRONTAGE DESIGNATIONS (COMMERCIAL/MIXED USE ON 6TH, LANDSCAPED ON FRONT)

STREETSCAPE TYPES (URBAN CONCRETE W/ BRICK ON 6TH, URBAN CONCRETE ON FRONT)



## BASIS FOR DESIGN

#### AREA & UNIT MIX



Floor plan layout

#### Single residential floor plan summary

Floorplan rentable area	6,163 sf
14% for common areas	1,003 sf
Floorplan gross area	7,166 sf

#### Total residential area mix

Residential floors	5	
Unit type	Average size	Total count
Micro studio	405	10
Studio	480	10
1-bed	653	15
Super 1-bed	-	-
Micro 2-bed	-	-
2-bed 1-bath	778	10
2-bed 2-bath	880	5
Total residential unit count		50
Total residential rentable area		30,815 sf
Total gross residential area		35,831 sf

#### Residential Rent Rates

Unit type	Average size
Micro studio	405 s
Studio	480 s
1-bed	653 s
Super 1-bed	-
Micro 2-bed	-
2-bed 1-bath	778 s
2-bed 2-bath	880 s

#### Podium mix

Floor plan size	14,332.56 << 2 floors
13% for common areas	1,863 sf
Remaining available commercial rentable area	204 sf

Unit type	Size	Count
Commercial unit 1	3,600 sf	1
Amenity spaces	2,500 sf	1
Micro studio	405 sf	2
Studio	480 sf	2
1-bed	653 sf	3
2-bed 1-bath	778 sf	2
2-bed 2-bath	880 sf	1
_	12,265 sf	12

Ground floor unit mix exceeds maximum area

#### Total commercial area

Total ground floor unit count	12
Total ground floor rentable area	9,296 sf
Total gross ground floor area	14,128 sf

## CONCEPT A

5 OVER 1 "L-SHAPED"



## CONCEPT A

#### 5 OVER 1 "L-SHAPED"

#### "L-SHAPED" SCHEME

HOUSING, GROUND FLOOR COMMERCIAL SPACE, SURFACE PARKING

5-FLOORS TYPE 5 OVER 1-FLOOR TYPE 1 CONSTRUCTION

BUILDING SIZE 41,700 SQ FT [GROSS] HEIGHT 70' / 6 FLOORS

 SM STUDIO [419 SF AVG]
 15 UNITS

 LG STUDIO [462 SF AVG]
 15 UNITS

 1-BED [644 SF AVG]
 10 UNITS

 2-BED [900 SF AVG]
 10 UNITS

 TOTAL
 50 UNITS





TYPICAL FLOOR PLAN





## CONCEPT A

#### 5 OVER 1 "L-SHAPED"

#### "L-SHAPED" SCHEME

HOUSING, GROUND FLOOR COMMERCIAL SPACE, SURFACE PARKING

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 1-BED [644 SF AVG]
 10 UNITS

 2-BED [900 SF AVG]
 10 UNITS

 TOTAL
 50 UNITS





GROUND FLOOR PLAN





## CONCEPT B

5 OVER 2 "NARROW BAR"



## CONCEPT B

#### 5 OVER 2 "NARROW BAR"

#### "NARROW BAR" SCHEME

HOUSING, GROUND FLOOR COMMERCIAL SPACE, SURFACE PARKING

5-FLOORS TYPE 5 OVER 2-FLOORS TYPE 1 CONSTRUCTION

BUILDING SIZE 45,200 SQ FT [GROSS] HEIGHT 75' / 7 FLOORS

 STUDIO [480 SF AVG]
 29 UNITS

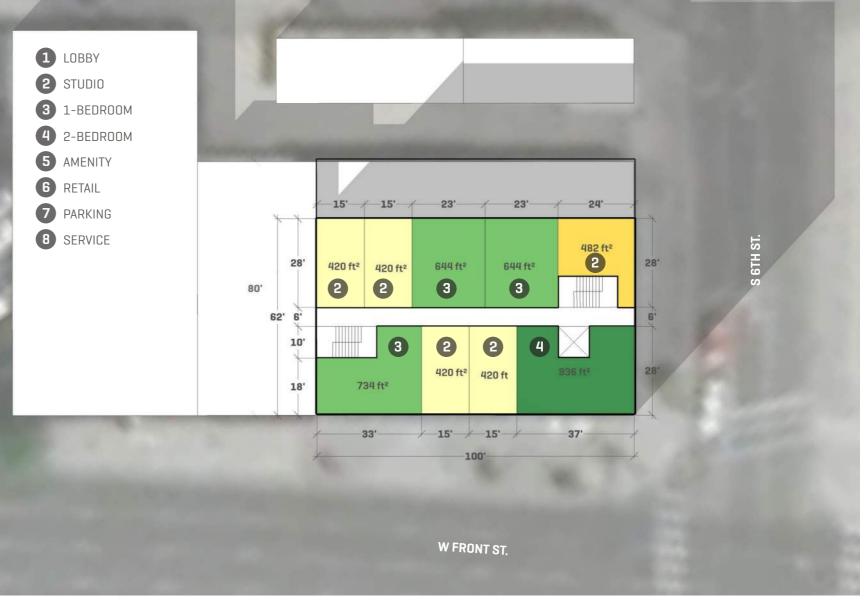
 1-BED [639 SF AVG]
 16 UNITS

 2-BED [857 SF AVG]
 5 UNITS

 TOTAL
 50 UNITS

PARKING COUNT 5 STALLS





TYPICAL FLOOR PLAN





## CONCEPT B

#### 5 OVER 2 "NARROW BAR"

#### "NARROW BAR" SCHEME

HOUSING, GROUND FLOOR COMMERCIAL SPACE, SURFACE PARKING

5-FLOORS TYPE 5 OVER 2-FLOORS TYPE 1 CONSTRUCTION

BUILDING SIZE 45,200 SQ FT [GROSS] HEIGHT 75' / 7 FLOORS

 STUDIO [480 SF AVG]
 29 UNITS

 1-BED [639 SF AVG]
 16 UNITS

 2-BED [857 SF AVG]
 5 UNITS

 TOTAL
 50 UNITS

PARKING COUNT 5 STALLS





GROUND FLOOR PLAN





## CONCEPT C

5 OVER 3 "WIDE BAR"



600 W FRONT ST | HOLST

## CONCEPT C

#### 5 OVER 3 "WIDE BAR"

#### "L-SHAPED" SCHEME

HOUSING, GROUND FLOOR COMMERCIAL SPACE, SURFACE PARKING

5-FLOORS TYPE 5 OVER 3-FLOORS TYPE 1 CONSTRUCTION

BUILDING SIZE 62,395 SQ FT [GROSS] HEIGHT 87' / 8 FLOORS

 STUDIO [480 SF AVG]
 14 UNITS

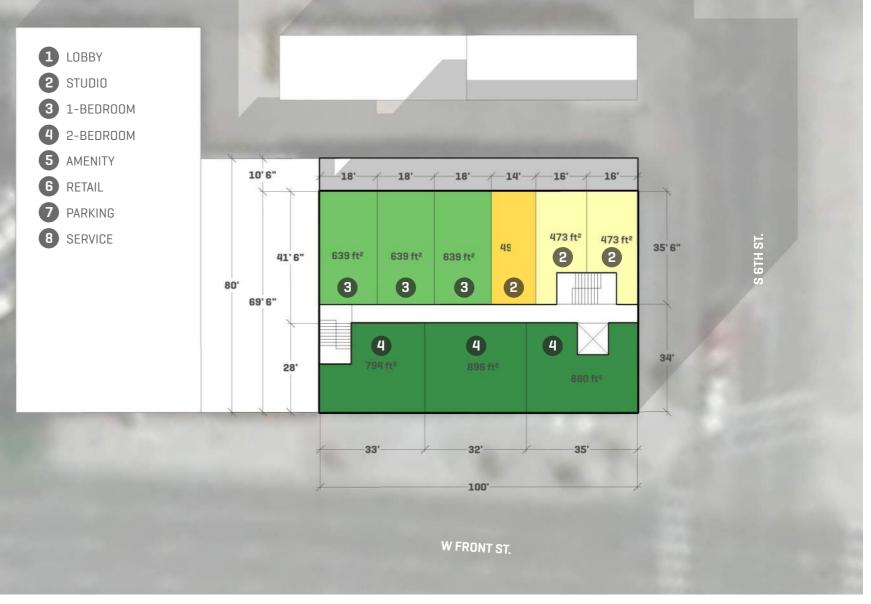
 1-BED [639 SF AVG]
 28 UNITS

 2-BED [857 SF AVG]
 21 UNITS

 TOTAL
 63 UNITS

PARKING COUNT 14 STALLS





TYPICAL FLOOR PLAN





## CONCEPT C

#### 5 OVER 3 "WIDE BAR"

#### "L-SHAPED" SCHEME

HOUSING, GROUND FLOOR COMMERCIAL SPACE, SURFACE PARKING

5-FLOORS TYPE 5 OVER 3-FLOORS TYPE 1 CONSTRUCTION

BUILDING SIZE 62,395 SQ FT [GROSS] HEIGHT 87' / 8 FLOORS

 STUDIO [480 SF AVG]
 14 UNITS

 1-BED [639 SF AVG]
 28 UNITS

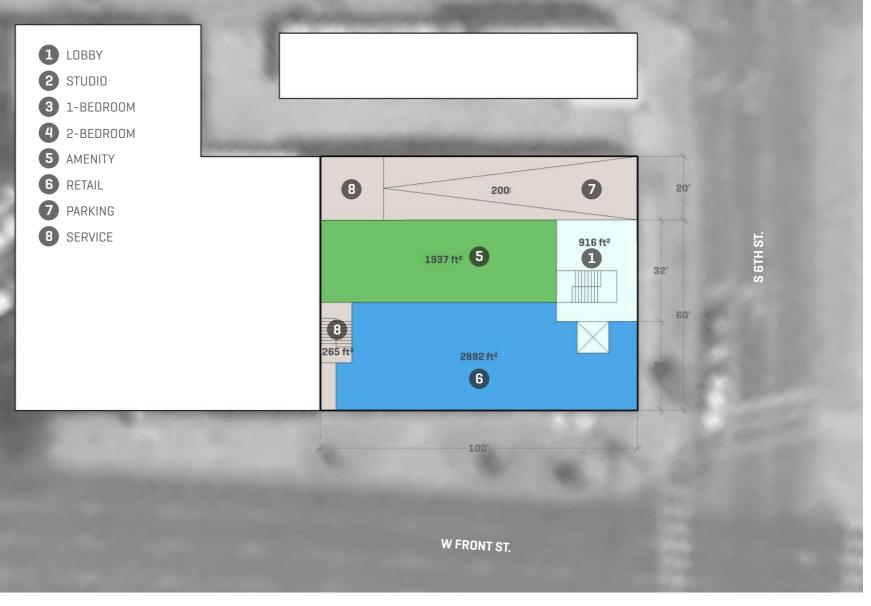
 2-BED [857 SF AVG]
 21 UNITS

 TOTAL
 63 UNITS

BASEMENT

PARKING COUNT 14 STALLS



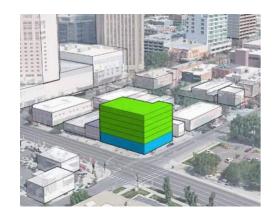


GROUND FLOOR PLAN



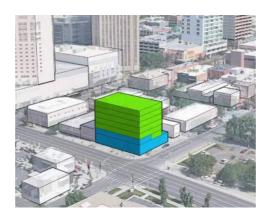


## SUMMARY OF OPTIONS



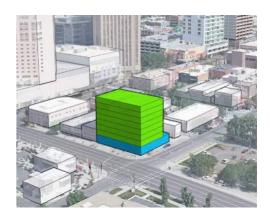
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LG STUDIO [462 SF AVG]	15 UNITS
1-BED [644 SF AVG]	10 UNITS
2-BED [900 SF AVG]	10 UNITS
TOTAL	50 UNITS



CONCEPT B: 5 OVER 2 "NARROW BAR"

BUILDING SIZE	45,200 SQ FT [GROSS]
HEIGHT	75' / 7 FLOORS
STUDIO [480 SF AVG]	29 UNITS
1-BED [639 SF AVG]	16 UNITS
2-BED [857 SF AVG]	5 <u>UNITS</u>
TOTAL	50 UNITS
ON-GRADE PARKING COUNT	5 STALLS



CONCEPT C: 5 OVER 3 "WIDE BAR"

BUILDING SIZE	62,395 SQ FT [GROSS]
HEIGHT	87' / 8 FLOORS
STUDIO [480 SF AVG]	14 UNITS
1-BED [639 SF AVG]	28 UNITS
2-BED [857 SF AVG]	21 UNITS
TOTAL	63 UNITS
BASEMENT PARKING COUNT	14 STALLS

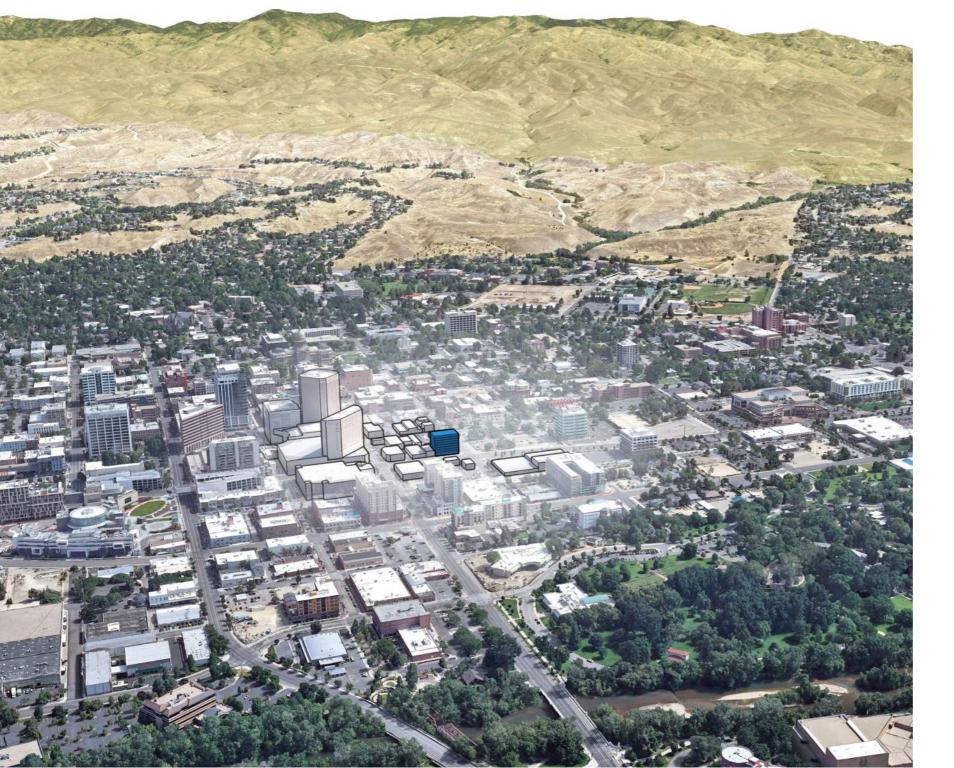
## HOLST

08 November 2018

# VISUM DEVELOPMENT GROUP 600 W FRONT STREET

BOISE, ID

Feasibility Study



## SITE AND MASSING STUDY

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LEVEL 08 FLOOR PLAN7

#### **ZONING ANALYSIS**

600 W FRONT ST, BOISE ID 83702

S10 T3 R2, LOT 5, BLOCK 23 BCOT SUBDIVISION

0.18 ACRES / 8,000SF (80FT X 100FT)

DOWNTOWN MIXED-USE AREA

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CCDC RIVER-MYRTLE - OLD BOISE URBAN RENEWAL DISTRICT

CENTRAL BUSINESS DISTRICT, OLD-BOISE EASTSIDE PLANNING AREA

BLOCK FRONTAGE DESIGNATIONS (COMMERCIAL/MIXED USE ON 6TH, LANDSCAPED ON FRONT)

STREETSCAPE TYPES (URBAN CONCRETE W/ BRICK ON 6TH, URBAN CONCRETE ON FRONT)



5 OVER 3 "L-SHAPED"



#### "L-SHAPED" SCHEME

HOUSING WITH PRIVATE PATIOS, GROUND FLOOR AMENITY SPACE FOR FITNESS AND CO-WORKING, ROOFTOP COMMUNITY ROOM AND SHARED PATIO

5-FLOORS TYPE 5 OVER 3-FLOORS TYPE 1 CONSTRUCTION

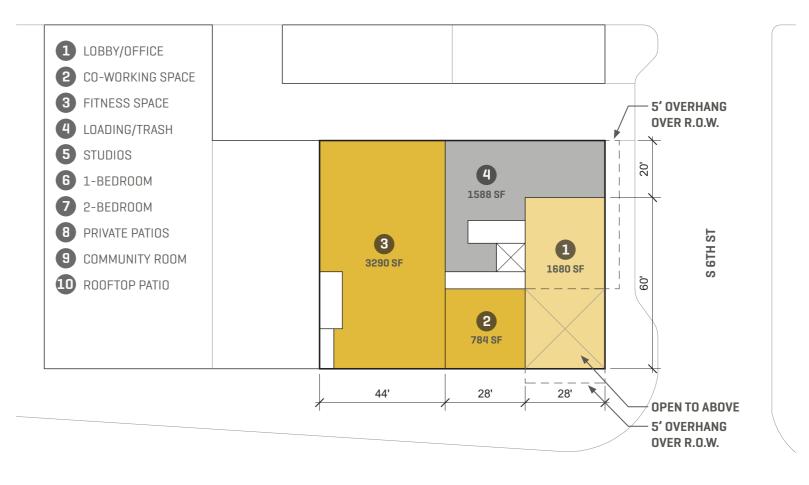
**BUILDING SIZE** 59,375 GSF

**BUILDING HEIGHT** 87'-3" / 8 FLOORS

STUDIO [424 SF AVG] 14 UNITS [21%] 34 UNITS [51%] 1-BED [594 SF] 2-BED [916 SF] 19 UNITS [28%]

67 UNITS TOTAL





W FRONT ST

GROUND FLOOR PLAN





#### "L-SHAPED" SCHEME

HOUSING WITH PRIVATE PATIOS, GROUND FLOOR AMENITY SPACE FOR FITNESS AND CO-WORKING, ROOFTOP COMMUNITY ROOM AND SHARED PATIO

5-FLOORS TYPE 5 OVER 3-FLOORS TYPE 1 CONSTRUCTION

BUILDING SIZE 59,375 GSF

BUILDING HEIGHT 87'-3" / 8 FLOORS

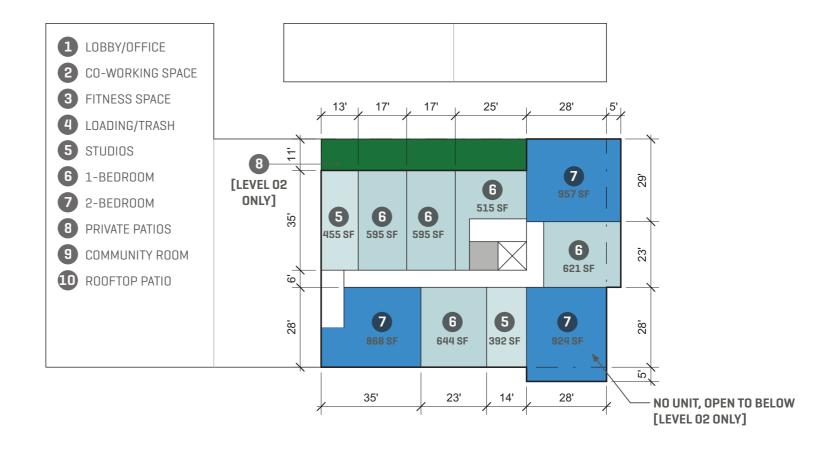
 STUDIO [424 SF AVG]
 14 UNITS [21%]

 1-BED [594 SF]
 34 UNITS [51%]

 2-BED [916 SF]
 19 UNITS [28%]

 TOTAL
 67 UNITS





TYPICAL [LEVEL 02-07] FLOOR PLAN





#### "L-SHAPED" SCHEME

HOUSING WITH PRIVATE PATIOS, GROUND FLOOR AMENITY SPACE FOR FITNESS AND CO-WORKING, ROOFTOP COMMUNITY ROOM AND SHARED PATIO

5-FLOORS TYPE 5 OVER 3-FLOORS TYPE 1 CONSTRUCTION

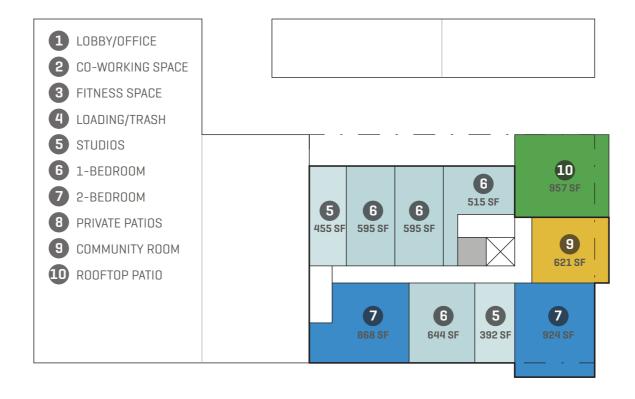
**BUILDING SIZE** 59,375 GSF

BUILDING HEIGHT 87'-3" / 8 FLOORS

STUDIO [424 SF AVG] 14 UNITS [21%] 1-BED [594 SF] 34 UNITS [51%] 2-BED [916 SF] 19 UNITS [28%]

TOTAL 67 UNITS





LEVEL 08 FLOOR PLAN



HOLST

THANK YOU.

## HOLST

26 October 2018

# HOME FORWARD DEKUM COURT STUDY

PORTLAND, OR

Site Design Study



## SITE AND MASSING STUDY

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SUMMARY INFORMATION	L 6

## SITE INFORMATION

VICINITY MAP

#### DESCRIPTION/REACTION:

The site is located along the northern edge of the Concordia neighborhood. The adjacent neighborhood is composed mainly of 1-story residences built in the 60's-70's. The site fronts along NE 27th Ave and NE Saratoga St with secondary access from NE Morgan St. NE 27th Ave serves as the point of access to Concordia University and Faubion Elementary School.



## SITE INFORMATION

#### NEIGHBORHOOD CONTEXT



1 NE 27TH & SARATOGA LOOKING NW



5 NE MORGAN ST CUL-DE-SAC



2 NE SARATOGA RESIDENCE



6 NE 27TH RESIDENCE



3 NE SARATOGA RESIDENCE



**7** NE 27TH RESIDENCES



4 APOSTOLIC ORIGINAL HOLY CHURCH



8 CONCORDIA UNIVERSITY

## SITE ZONING INFORMATION SITE PLAN

#### **ZONING ANALYSIS**

BASE ZONING: R2 - RESIDENTIAL

COMP PLAN DESIGNATION: RM1 - RESIDENTIAL MULTI-DWELLING

ALLOWABLE USES: HOUSEHOLD LIVING,
DAYCARE, COMMUNITY SERVICE &
SCHOOLS [CONDITIONAL USES]

MAX FAR: 1:1 = 230,936 SF

BONUS FAR: 2:1 = 461,872 SF

MAX HEIGHT: 35'

MAX HEIGHT W/ BONUS: 45'

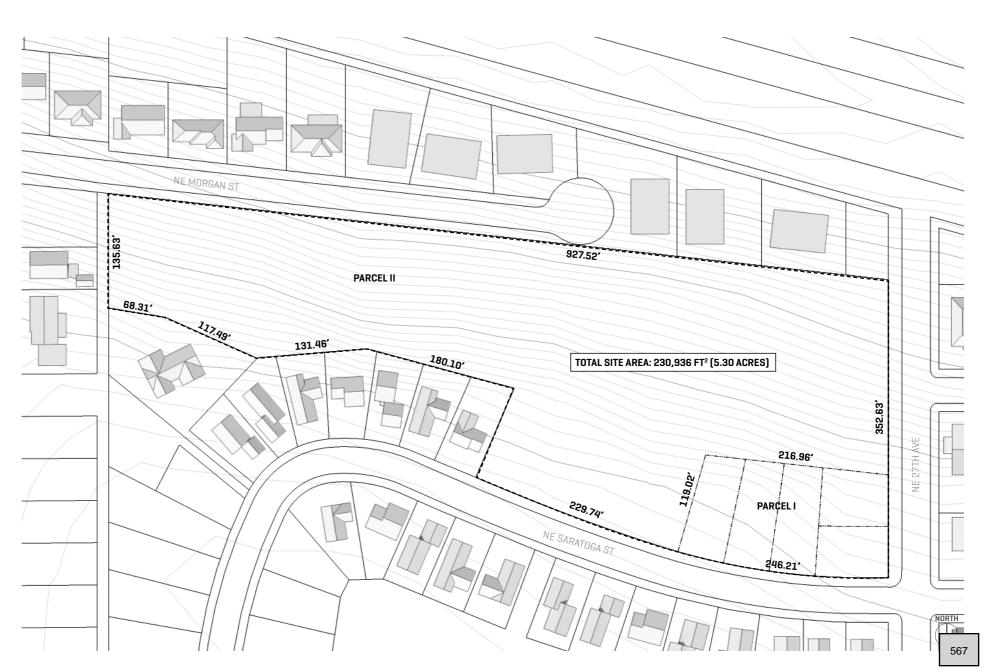
MAX BLDG COVERAGE: 50%, 60%W/ BONUS

MIN LANDSCAPED AREA: 30% SITE AREA

REQ'D OUTDOOR AREA: 48 SF/UNIT

REQ'D COMMON AREA: 10% SITE AREA

MIN PARKING: NOT REQ'D



SITE ZONING INFORMATION

SITE PLAN

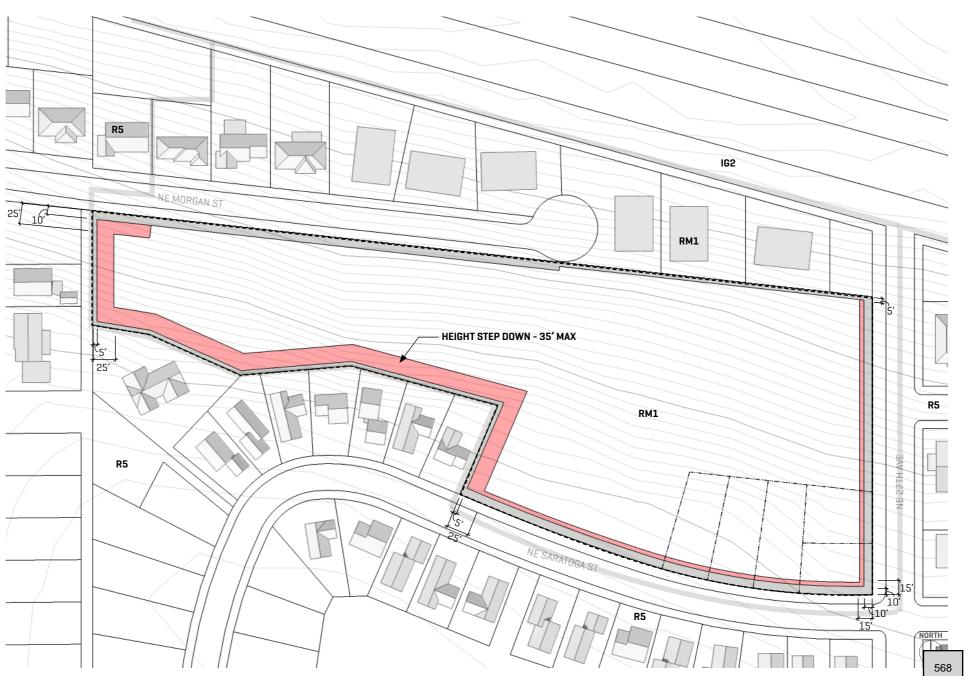
#### **ZONING ANALYSIS**

#### BLDG SETBACKS:

- -10' MIN AT FRONT
- -5' MIN AT SIDE AND REAR
- -5' MIN AT R-ZONE LOT LINE

#### STEP DOWN HEIGHTS:

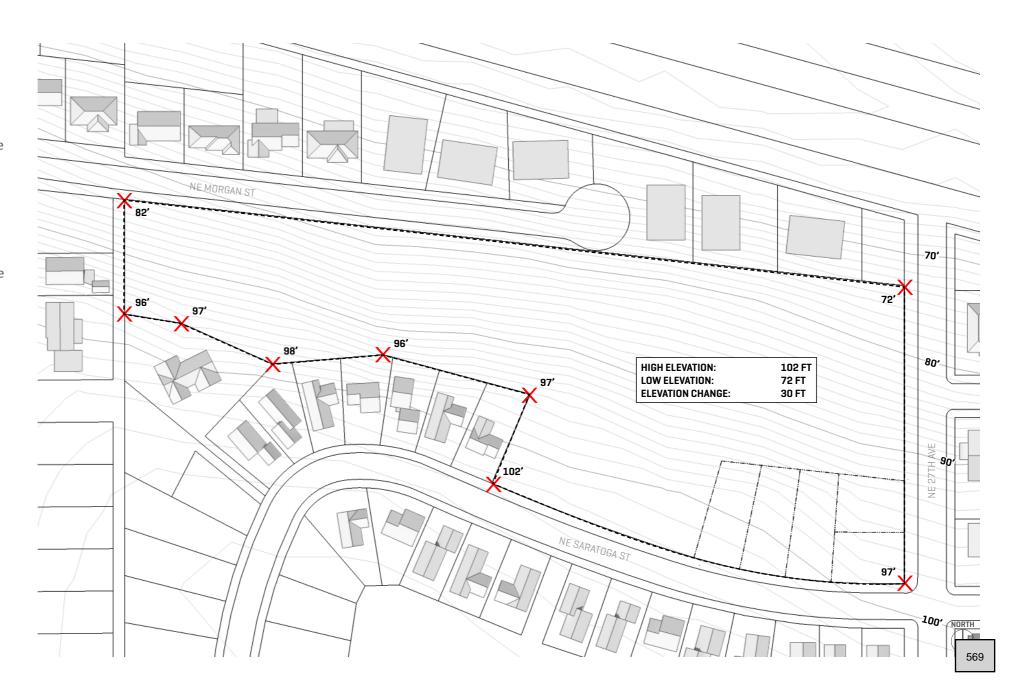
- 35' MAX W/IN 25' OF R-ZONE LOT LINE
- 35' MAX W/IN 15' OF R-ZONE STREET LOT LINE



## TOPOGRAPHIC SITE PLAN

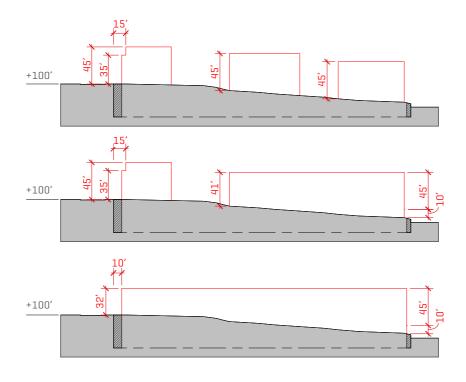
The Dekum Court site has 30 ft of elevation change based on survey data.

Low-point is the NE corner, high-point is the SW corner. This becomes critical when calculating max building height defined in the zoning code. A single connected structure spanning the entire site would be required to calculate max height from the site low-point + 10 ft for the entire extent of the site. An alternate strategy is to break the site into 2 or more structures with no building spanning more than 10 ft elevation change relative to the adjacent curb. This allows each building height to be calculated independently relative to it's own highest adjacent curb elevation.

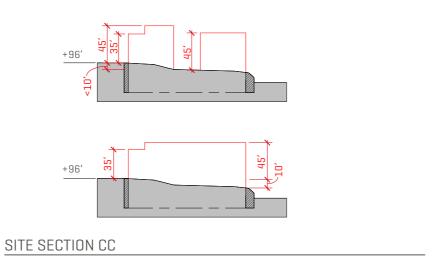


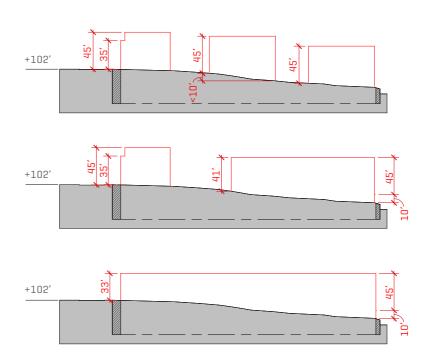
## MAX ZONING ENVELOPE

SITE SECTIONS

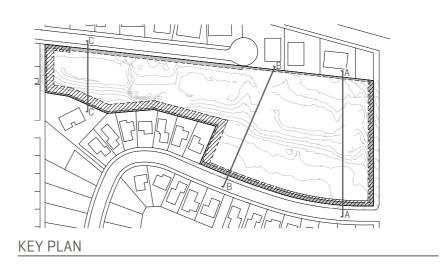


#### SITE SECTION AA



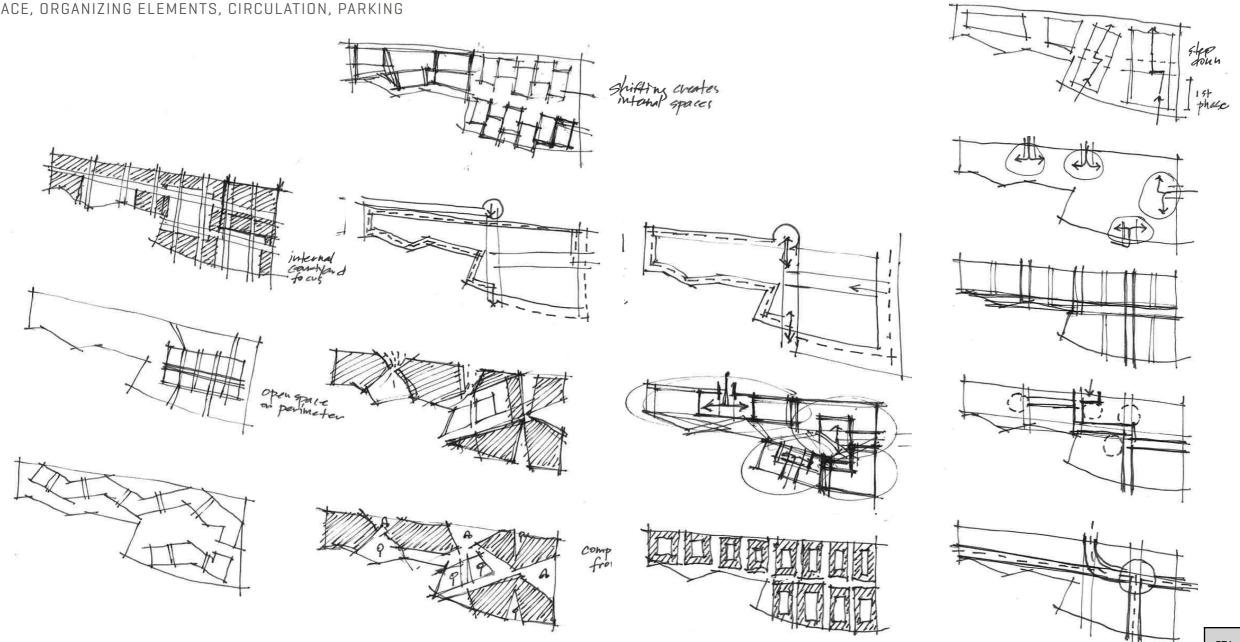


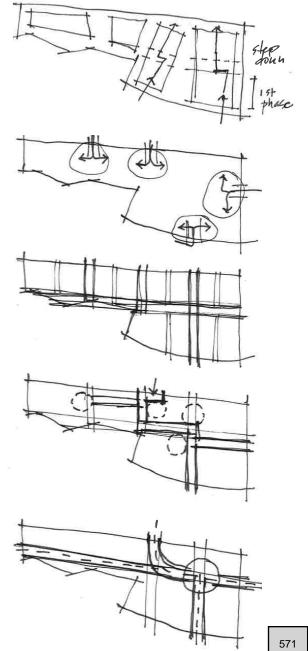
#### SITE SECTION BB



## PROCESS STUDIES

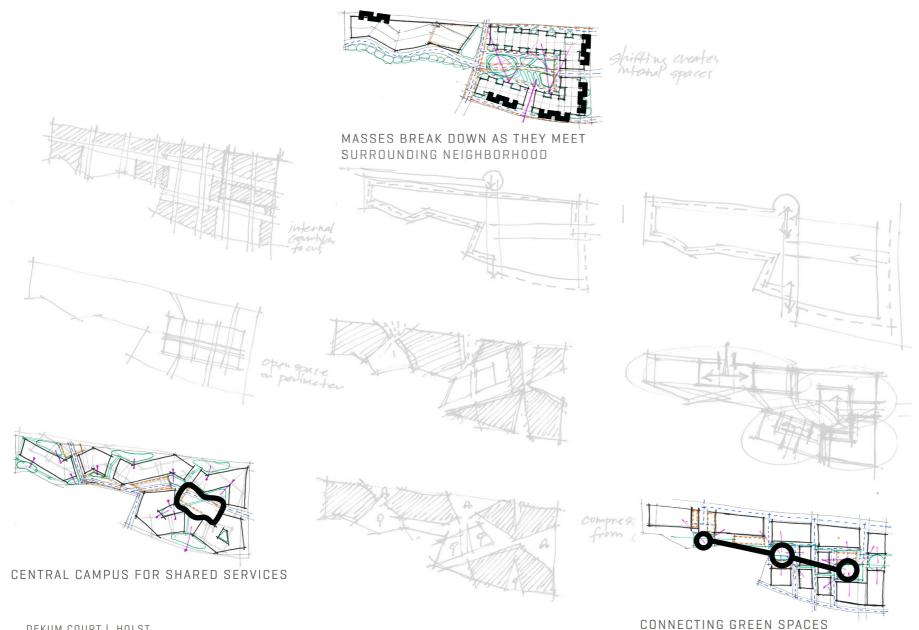
LOOKING AT DENSITY, BUILDING CONFIGURATIONS, AMENITY SPACE, ORGANIZING ELEMENTS, CIRCULATION, PARKING

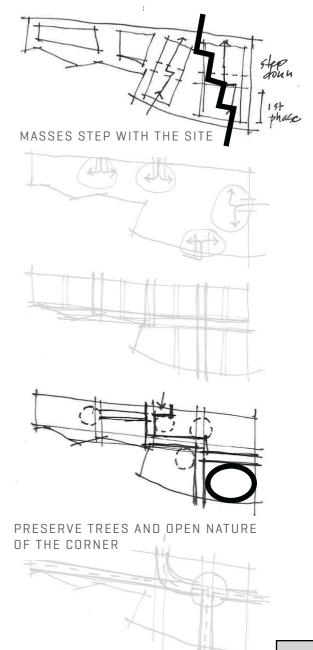




## PROCESS STUDY CONCEPTS DEVELOPED

HIGHLIGHTING PRIORITIES





## SITE PRECEDENTS





















## SITE PLAN



### SITE MASSING AERIAL - VIEW FROM SE

#### 200 RESIDENTIAL UNITS

FAR: 1.0 PARKING RATIO: .49/

(ING RATIO: .49/UNIT (.5 SPACES/1-2 BRS

1 SPACE/3-4 BRS)

BUILDING HEIGHTS: 35-45' (3-4 STORIES)

A BUILDING TYPE A
3 OVER 1 PODIUM BUILDINGS
43 UNITS
GROUND FLOOR SOCIAL SERVICES

- B BUILDING TYPE B 3-STORY WALK-UPS 32 UNITS
- BUILDING TYPE C 3-STORY WALK-UPS 22 UNITS
- 1 CORNER PARK & TREE PRESERVATION
- 2 SHARED OUTDOOR AMENITY
- 3 PLAZA
- 4 PARTIAL GROUND FLOOR SOCIAL SERVICES
- 5 DRIVE AISLE WITH PARALLEL PARKING



#### STATS SUMMARY

SITE AREA: 230,936 SF

TOTAL RESIDENTIAL SF: 210,200 SF TOTAL SERVICES SF: 22,400 SF TOTAL BUILDING SF: 232,600 SF

FAR: 1.0 FAR

PHASE 1 UNIT MIX:

STUDIOS 0 1-BRS 2 2-BR 16 3-BR 24 4-BR 1 TOTAL 43

PHASE 2 UNIT MIX:

 STUDIOS
 37

 1-BRS
 40

 2-BR
 40

 3-BR
 20

 4-BR
 20

 TOTAL
 157

TOTAL UNITS: 200 UNITS

PARKING SPACES: 98 SPACES PARKING RATIO: .49/UNIT

(.5 SPACES/1-2 BRS 1 SPACES/3-4 BRS)

BUILDING HEIGHTS: 35-45' (3-4 STORIES)



A BUILDING TYPE A
3 OVER 1 PODIUM BUILDINGS

RESIDENTIAL SF: 39,400 SF/BUILDING SERVICES SF: 5,500/BUILDING TOTAL SF: 44,900 SF/BUILDING TOTAL UNITS: 43/BUILDING B BUILDING TYPE B
3-STORY WALK-UPS

RESIDENTIAL SF: 29,400 SF/BUILDING SERVICES SF: 0 SF/BUILDING TOTAL SF: 29,400 SF/BUILDING TOTAL UNITS: 28/BUILDING

\*RESIDENTIAL SF: 25,000 SF/BUILDING SERVICES SF: 4,400 SF/BUILDING TOTAL SF: 29,400 SF/BUILDING TOTAL UNITS: 20/BUILDING C BUILDING TYPE C

3-STORY WALK-UPS

RESIDENTIAL SF: 21,000 SF/BUILDING SERVICES SF: 0 SF/BUILDING TOTAL SF: 21,000 SF/BUILDING TOTAL UNITS: 20/BUILDING

\*RESIDENTIAL SF: 21,000 SF/BUILDING SERVICES SF: 3,500 SF/BUILDING TOTAL SF: 17,500 SF/BUILDING TOTAL UNITS: 13/BUILDING









HOLST

THANK YOU.

## HOLST

19 APRIL 2019

# 3000 SE POWELL

PORTLAND, OR

Feasibility Study Executive Summary

## CONTENTS

### **EXECUTIVE SUMMARY**

### APPENDICES

- I PROJECT NARRATIVES
- II FEASIBILITY DESIGN
- III PRE-APPLICATION CONFERENCE SUMMARY
- IV EARTHWORK ASSUMPTIONS
- V MODULAR ROUGH ORDER OF MAGNITUDE
- VI CONCEPTUAL BUDGETS
  - A) STICK-BUILT, ON-GRADE PARKING
  - B) STICK-BUILT, BELOW-GRADE PARKING
  - C) MODULAR, ON-GRADE PARKING
  - D) MODULAR, BELOW-GRADE PARKING
- VII BUDGET COMPARISON

#### **OBSERVATIONS & RECOMMENDATION**

For 3000 SE Powell, Holst worked closely with engineers, contractors, cost estimators, and prefabrication specialty consultants to conduct a thorough study comparing the costs and benefits between "modular" and "stick-built" construction. Building on our previous experience on the Low Income Single Adult Housing (LISAH) modular co-housing design for Transition Projects that breaks ground Spring 2019, we have identified lessons learned in the Portland affordable housing market that are worth highlighting in the modular/stick-built decision-making process for 3000 SE Powell:

- 01 Local Capacity. The market for pre-fab multi-family housing in Oregon is still in its infancy. There are no fabrication shops in Oregon that execute projects of the size and complexity of 3000 SE Powell, therefore fabrication must be outsourced to shops that compete in markets with significantly higher construction costs, such as Silicon Valley or Seattle. While construction costs in the Portland market continue to rise, we are not yet at the tipping point where modular construction can be cost competitive with projects that are stick-built on site. (Note: panelization is an exception to this rule, where panelized walls can result in cost savings depending on the specific bidding climate).
- O2 Schedule Complexity. Affordable housing projects are often required to be "permit-ready" in order to close with lenders on construction financing. Because permitting modular construction in Portland typically requires a lengthy process of two non-concurrent levels of review (one with the State of Oregon and one with the City of Portland), beginning construction early in the modular shop is not possible unless there is bridge financing that is willing to take the risk to start building the modules (mods) prior to closing. This complication means publicly financed projects have a harder time realizing the schedule savings typically associated with prefabrication, as the time saved by building in the shop while the site is prepped is traded for an extended duration for permitting and entitlements.
- 03 Target Business and Workforce Goals. All work done off-site in the modular shop is typically done by a specific crew or crews that create valuable efficiency. However, this efficiency comes at the cost of sacrificing goals for increasing the capacity and success of target businesses and training new workforces. Bringing subcontractors and workers inexperienced with modular construction into the fabrication environment is extremely difficult, especially when that fabrication shop is out-of-state. This results in a significant challenge in meeting broader goals of the community in terms of job creation, equity, and diversity.
- 04 Warrantee Risks and Bid Coverage. Because modular is not yet commonplace in our market, there is significant risk regarding warrantees and contractor responsibility in the hand-off between the shop and the site. Additionally, because there is site-work needed to tie the mods together in multifamily housing, this creates small, yet complicated and risky scopes of work that are unattractive to potential subcontractors in a robust bidding environment, especially for target businesses in the mechanical, electrical, and plumbing (MEP) trades.
- 05 Site/Zoning Constraints on Yield. While modular can work anywhere, it is much easier to stage and hoist mods on sites that have more breathing room than 3000 SE Powell. Additionally, since all sides of the Powell site are constrained by property lines, setbacks, and height restrictions, the physical characteristics of modular result in fewer possible units in the same available building envelope. Mods have double walls, ceilings, and floors which take up almost twice the space as the same components in stick-built construction.
- 06 Replicability. Bigger sites with more landscape buffering are ideal for modular designs intended for mass production. The LISAH modular co-housing project is designed to have identical buildings spread across an open site, versus 3000 SE Powell, a custom-sized building that must tweak standard mods at each corner to maximize the amount of possible housing that can be provided within constricted site boundaries.

The result of this study and lessons learned is that a modular design for 3000 SE Powell results in fewer units delivered at a higher cost and greater risk. Additionally, fewer equity and employment goals of the City of Portland are reached with a modular approach without the clear benefit of replicability on future projects. Due to these observations, Holst recommends 3000 SE Powell be constructed using conventional stick-built or panelized construction techniques.

#### DESIGN

Based on a site and zoning analysis and preliminary client programming, we have developed a conceptual design strategy for the project, outlined in appendices I and II. The proposed 5-story building is comprised of (4) stories of Type VA (wood) construction over (1) story of Type IA (concrete) construction, sprinklered per NFPA 13. The unit mix includes studio, 1-bedroom, 2-bedroom, and 3-bedroom units, with a target of 35% family units.

The design proposes a public plaza along SE Powell to adjoin active use space, with north-facing roof decks to provide additional visual interest along the Powell corridor. An interior courtyard connects ground floor units, resident services, and amenities, including indoor/outdoor play areas and a common laundry. A landscaped slope and switchback ramp link the courtyard to an "overlook terrace," opening the building's form to the west and providing views of the southwest hills. A steel framed, glazed "connector" joins the east and west portions of the building at all levels, serving as a structural seismic joint. It offers views from SE Powell to the interior courtyard and is programmed with active use space, play areas, and primary circulation. A screened parking garage will be accessed via SE 30th Avenue, with the vehicle entry held back from Powell to allow for active use space at the pedestrian corner. The garage has options for on-grade with approximately 21 stalls, or below-grade with approximately 33 stalls. A double cab elevator serves the main lobby, with a single cab elevator serving the southeast portion of the building and parking garage.

Both stick-built and modular construction have been considered for the wood-framed upper stories. The stick-built design allows 10'-1" floor-to-floor heights, or an option for 9'-9" floor-to-floor heights with the addition of a mezzanine level for ground floor townhomes. The modular design requires a 10'-5" floor-to-floor height to allow for thickened floor-ceiling assemblies, and it does not offer the option for townhomes due to the height restrictions.

In the stick-built option, unit exhaust is subducted directly to the roof with exhaust fans at the top of each shaft, and a rooftop makeup air unit provides ventilation. In the modular option, each unit has an individual heat recovery ventilator (HRV) within the ceiling that ducts outside air and exhaust via exterior wall louvers. Heating/cooling strategies include Packaged Terminal Air Conditioners (PTACs) which are ducted, through-wall units, for the stick-built option and mini-splits with roof-mounted heat pumps for the modular option, however both strategies are viable for both stick-built and modular. A central hot water system will be installed on each upper floor fed with natural gas piping. Ground floor utilities include a diesel fueled generator, electric fire pump, and trash compactor. The electrical service is estimated to be 4000A at 208/120V, 3 phase, 4 wire.

### SITE CONSIDERATIONS

A PGE utility easement runs east-west through the center of the property. The design proposes rerouting the primary line from the existing vault on the property to the east to a new vault in the Powell right-of-way. Another new vault would intercept the lines at the NW corner of the property and route to (2) transformers mounted on vaults adjacent to the building at SE 30th. The existing transformer pole serving the property to the west would be re-fed via the new transformers, eliminating the existing easement.

Phase I and II Environmental Site Assessments completed prior to this study have identified fill material in the range of 30 to 40 feet in depth. A geotechnical report will be completed during schematic design; any extraordinary site-related costs have not been included in this feasibility study. Infiltration tests will be required to determine whether stormwater can be managed with drywells.

A summary of the pre-application conference with city bureaus is included in appendix III. A need for connectivity between SE Powell and SE Francis to the south was discussed, with the Portland Bureau of Transportation requiring half street improvements at SE 30th, along with a 31' wide dedication extending the SE 30th ROW to the southern property line for future development. An approximately 15' wide public bicycle and pedestrian path may be allowable in lieu of half-street improvements at the southern unimproved area via a Public Works Alternative Review.

#### **PRICING**

Preliminary budgets are included in appendix VI for a) stick-built with on-grade parking, b) stick-built with below-grade parking, c) modular with on-grade parking, and d) modular with below grade parking. The budgets are supplemented with earthwork assumptions in appendix IV and a rough order of magnitude for the modular scope in appendix V. Modular has an additional cost of approximately \$3 million (or \$45k/unit) in the on-grade parking option and additional cost of approximately \$2.8 million (or \$42k/unit) in the below-grade parking option. The below-grade parking estimates an additional cost of approximately \$5 million, however this option will be maintained during schematic design in the event that geotechnical findings make it financially viable. While a townhome option was not included in pricing, it assumes an additional 4,600 SF, equating to an additional cost of approximately \$1.3 million.

#### **MODULAR**

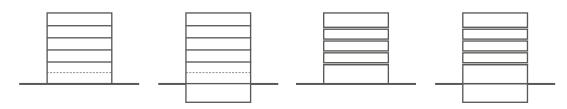
Modular construction offers the benefit of a reduced construction schedule with simultaneous onsite work and factory production of unit modules. The factory environment allows for a higher level of quality control, accuracy, efficiency, and safety. It also offers the flexibility of year-round construction and provides a reduction in both waste material and carbon emissions. While the preliminary budgets for modular assume a scope of fully prefabricated unit and corridor construction at the upper levels, with minor field-framing infill, there are several alternative factory-produced solutions to consider:

- Panelized exterior walls, either open structural panels (framework and sheathing only, with precut openings) or closed structural panels (including windows, doors, integrated HVAC, weather barriers, cladding).
- Panelized interior walls with pre-cut openings at shear walls, including "wet" utility walls at kitchens and bathrooms, roughed-in for final site connections.
- Bathroom "pods," complete with interior finishes, fixtures and casework, roughed-in for final site connections.
- Panelized floor systems and roof truss assemblies.
- MEP racks for routing at corridor ceilings.
- · Interior doors and hardware.

There are challenges and risks to consider with modular construction as well. It can reduce MWESB participation by an estimated 11%, with MEP trades most affected. Refer to Appendix VII for additional details. Warranties for equipment that is factory-installed but field-completed must be shared between the modular factory and on-site subcontractors, requiring clearly defined accountability. Ownership of the modular components transfers from the factory to the general contractor during transportation to the site, providing a level of risk to the general contractor for any transportation-related defects. A common concern is reduced interest by subcontractors to take on "connections only" work that ties factory-installed equipment to on-site MEP systems. Pursuing a state permit review for modular prior to submitting for city review can lengthen the permitting timeline by approximately 3 months.

The option matrix and priority maps that follow offer a comparison of the trade-offs between stick-built and modular construction, along with on-grade and below-grade parking options.

OPTION MATRIX



	STICK-BUILT		MODULAR	
	ON-GRADE PKG	BELOW-GRADE PKG	UN-GRADE PKG	BELOW-GRADE PKG
COST				
TOTAL	\$39,088,572	\$44,178,372	\$42,137,721	\$47,027,935
PER UNIT	\$232,670	\$245,435	\$277,222	\$286,756
PER SF	\$271	\$284	\$292	\$302

PROGRAM				
GROSS AREA	144,169 SF	155,533 SF	144,169 SF	155,533 SF
# OF UNITS	168	180	152	164
# OF PARKING SPACES	21	33	21	33
TOWNHOME OPTION	YES	YES	NO	NO

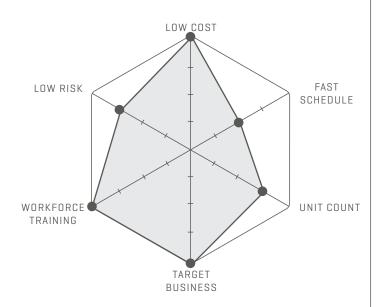
SCHEDULE				
CONSTRUCTION	18 MO.	21 MO.	13 MO.	16 MO.
PERMIT	5 MO.	5 MO.	8 MO.	8 MO.
PER SF	8,000 SF/MO.	7,400 SF/MO.	11,100 SF/MO.	9,700 SF/MO.

WORKFORCE				
% ON-SITE	100%	100%	58%	60%
% OFF-SITE (FACTORY)	0%	0%	42%	40%
TARGET BUSINESS IMPACT	HIGH IMPACT	HIGH IMPACT	LOW IMPACT	LOW IMPACT
MWESB TRADES ANTICIPATED	28%	27%	17%	19%
WORKFORCE TRAINING IMPACT	HIGH IMPACT	HIGH IMPACT	LOW IMPACT	LOW IMPACT

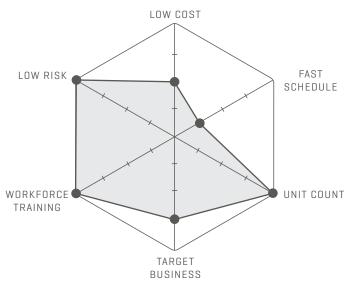
RISKS/UNKNOWNS				
STATE PERMITTING	NOT REQ.	NOT REQ.	POTENTIALLY REQ.	POTENTIALLY REQ.
INSPECTIONS	CITY ONLY	CITY ONLY	STATE + CITY	STATE + CITY
WARRANTY OWNERSHIP	SITE SUBS ONLY	SITE SUBS ONLY	FACTORY + SITE SUBS	FACTORY + SITE SUBS
CONSULTANT TIMELINES	BID SUBS	BID SUBS	DESIGN/BUILD SUBS	DESIGN/BUILD SUBS
GC/MONTH IF SCHEDULE EXTENDS	\$66,000/M0.	\$65,000/M0.	\$69,000/M0.	\$67,000/MO.

PRIORITY MAPS

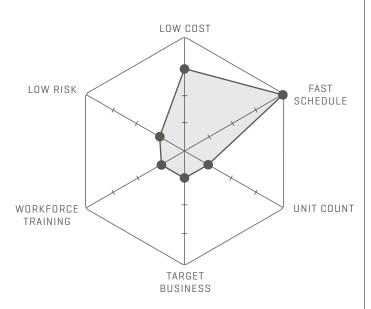
STICK-BUILT ON-GRADE PARKING



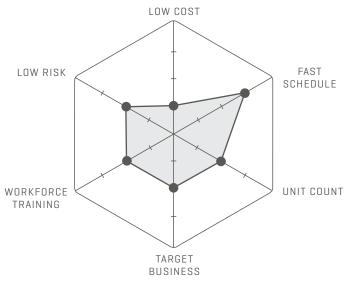
STICK-BUILT BELOW-GRADE PARKING



MODULAR
ON-GRADE PARKING



MODULAR BELOW-GRADE PARKING



## HOLST

19 APRIL 2019

## 3000 SE POWELL

PORTLAND, OR

Appendix II: Feasibility Design



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# SITE INFORMATION VICINITY MAP

### DESCRIPTION/REACTION:

The site is located along the busy commercial corridor of SE Powell with neighboring shops and restaurants.

Powell is a major artery linking the eastern part of the city with the Willamette river and the west side.

The site is on the northern edge of the Creston Kenilworth neighborhood, which reaches from Powell to Holgate at its southern edge and is bounded by 26th to the east and Foster to the west.

Motel 6 is located immediately to the east of the site while the Cleveland High School football field is across the street adjacent to a newly renovated Target store.

Per the pre-application conference, the city requested this project contribute to a more pedestrian-friendly experience and enhance the sense of "place" at the Powell corridor. There is a need for connectivity between Powell and SE Francis, with a future street potentially bridging SE 31st with SE 30th. The connection should include a pedestrian/bike path at the west side of the site, with the ablility to link to future surrounding development.



## SITE ANALYSIS

#### **TOPOGRAPHIC DATA**

The site has 18 ft of elevation change based on survey data. Low-point is the SW corner, high-point is the center of sidewalk to north. For commercial/mixed use zone, where building within 20 ft of street lot line and sidewalk topographic change less than 10 ft, base point for height measurement is highest elevation of sidewalk, 136 ft.

#### **ZONING DATA**

BASE ZONING: CM2-D

COMP PLAN DESIGNATION: MU-C

DESIGN REVIEW: TYPE III

PATTERN AREA: INNER

PEDESTRIAN DISTRICT: NO

TRANSIT STREET: SE POWELL

CIVIC CORRIDOR: SE POWELL

MAX FAR: 2.5:1

BONUS FAR: 4:1 = 200,104 SF

STRUCTURED PARKING FAR: 0.5:1

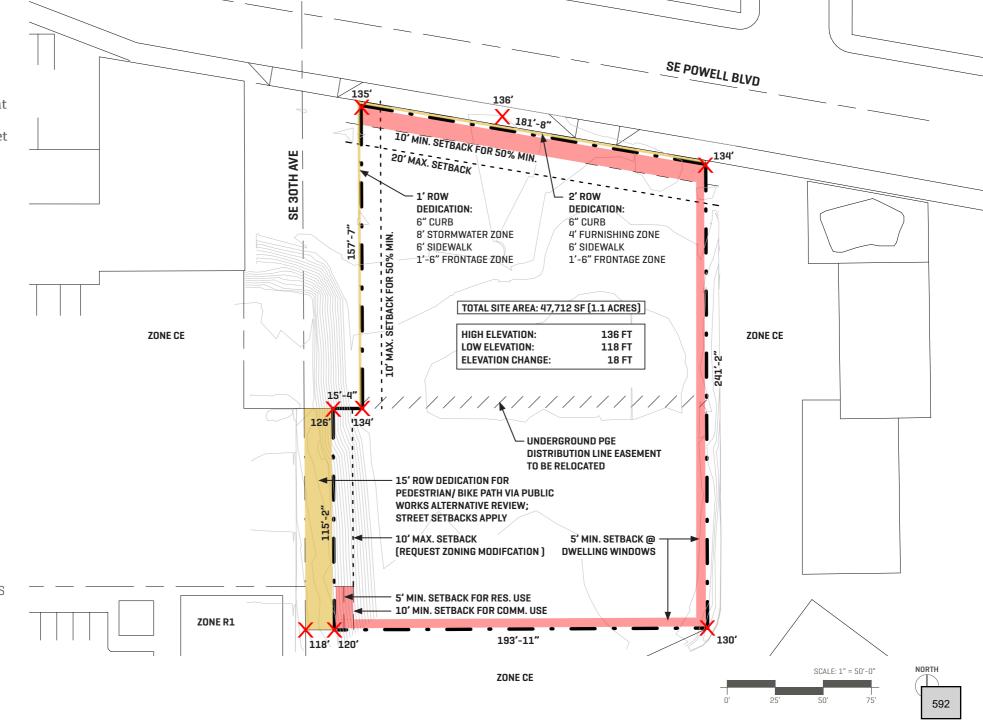
BASE HEIGHT: 45'

MAX HEIGHT W/ BONUS: 60' [+4' PARAPET]

INCL. +5' INCLUSIONARY HOUSING

INCL. +5' GROUND FLOOR HIGH CEILINGS

MAX BLDG COVERAGE: 100%



### SITE ANALYSIS

#### **ZONING DATA**

**BLDG SETBACKS:** 

NORTH: 10' MIN, 20' MAX
PROJECTIONS UP TO 3' MAX
50% MIN LENGTH TO MEET MIN
SETBACK

WEST @ C ZONES: 10' MAX 50% MIN LENGTH TO MEET MAX SETBACK

WEST @ R ZONES: 5' MIN IF RESIDENTIAL USE: 10' MIN IF COMMERCIAL USE

DWELLING WINDOW SETBACKS:
5' MIN. FROM LOT LINES ABUTTING
C ZONES

MIN LANDSCAPED AREA: 15% (7,492 SF)
URBAN GREEN ALTERNATIVES ALLOWED

REO'D OUTDOOR AREA: 48 SF/UNIT

LANDSCAPE BUFFER ABUTTING R-ZONE: 10' DEPTH OF L3

GROUND FLOOR WINDOW STANDARDS:
40% MIN COVERAGE AT SE POWELL BLVD
25% MIN COVERAGE AT SE 30TH AVE

FACADE ARTICULATION:

25% MIN FACADE AREA MUST BE DIVIDED INTO PLANES OFFSET 2' MIN DEPTH

WINDOWS AT STREET-FACING FACADE: 15% MIN AREA TO BE WINDOWS OR ENTRY DOORS

SCREENING:

REQUIRED FOR GARBAGE, RECYCLING & MECHANICAL EQUIPMENT ON GROUND OR ROOF WITHIN 50' OF R-ZONE

#### **ZONING DATA**

TRANSIT STREET MAIN ENTRANCE:

1 MAIN ENTRANCE TO DWELLING UNITS

1 MAIN ENTRANCE TO NON-RES. SPACE

PARKING:

MIN: O SPACES

MAX: 1.35 SPACES/DWELLING UNIT

BIKE PARKING:

1.1 LONG-TERM SPACES/DWELLING UNIT 1 SHORT TERM SPACE/20 UNITS

LOADING:

1 SPACE MEETING "STANDARD A" 35'L X 10'W X 13'H CLEARANCE

OR 2 SPACES MEETING "STANDARD B" 18'L X 9'W X 10'H CLEARANCE

SETBACK ABUTTING C ZONE OR STREET: 5' L2 OR 10' L1

LOCATE GARAGE DOORS OR GATES 20'
MIN FROM SIDEWALK

#### SITE DATA

STREET CLASSIFICATIONS: SE POWELL BLVD:

MAJOR CITY TRAFFIC STREET
MAJOR TRANSIT PRIORITY STREET
CITY BIKEWAY
CITY WALKWAY
MAJOR TRUCK STREET
MAJOR EMERGENCY RESPONSE STREET

SE 30TH AVE:
LOCAL SERVICE STREET FOR ALL MODES OF
TRANSPORTATION

TRANSIT: BUS #9, FREQUENT SERVICE WITHIN 500'

FIRE HYDRANTS:

1 AT NE CORNER OF SE 30TH AVE 1 AT NE CORNER OF SE 31ST AVE

#### **EA DESIGN CONSIDERATIONS**

VEHICLE ACCESS TO PARKING SHOULD ROUTE FROM SE 30TH VS. POWELL.

POWELL FRONTAGE REQUIRES IMPROVEMENT FOR 12' PEDESTRIAN CORRIDOR.

STANDARD HALF-STREET IMPROVEMENTS REQUIRED FOR SE 30TH, INCLUDING 20' PAVING, CURB 16' FROM ROW CENTERLINE, 8' PUBLIC STORMWATER FACILITY, 6' SIDWALK AND 1'-6" FRONTAGE ZONE.

POWELL FRONTAGE SHOULD HAVE PRIORITY FOR ACTIVATED GROUND FLOOR SPACE.

PROVIDE HIGH QUALITY, DURABLE FACADE MATERIALS, WITH SPECIAL CONSIDERATION FOR GROUND FLOOR PEDESTRIAN AREAS.

DEDICATED ROW PEDESTRIAN/BIKE PATHS WOULD BE CONSIDERED "STREETS" PER ZONING CODE. NOTE BUILDING LENGTH & FACADE ARTICULATION REQUIREMENTS.

PROVIDE GENEROUS CANOPIES AT SIDEWALKS AND SETBACKS.

LOCATE TRANSFORMERS UNDERGROUND IN ROW IF ON-SITE LOCATION NOT AVAILABLE; COORDINATE W/ PBOT FOR ENCROACHMENT PERMIT.

PROVIDE WRITTEN NARRATIVE FOR LOADING, DRIVEWAY LOCATIONS, PARKING ACCESS, RESTRICTED STREET, AND PARKING SPACES, INCLUDING LOADING MANAGEMENT PLAN.

STREET TREES AT 1:25 LF ARE REQUIRED WHERE FRONTAGE IMPROVEMENTS OCCUR, INCLUDING NEW STREETS.

## MAX BUILDING HEIGHT

# MAX ZONING ENVELOPE LEVEL 06 60' - 0" 45' BASE HEIGHT +10' BONUS FOR INCLUSIONARY HOUSING +5' GROUND FLOOR HIGH CEILINGS +4' PARAPET LEVEL 05 48' - 1" LEVEL 04 37' - 10" 60' - 0" 55' + 5' HIGH CEILINGS @ GROUND F 15' - 0" MIN B.O. STRUCTURE 15'-0" MIN HEIGHT @ 75% OF GROUND FLOOR ELEV. 136' HIGH POINT OF SIDEWALK

# BUILDING SECTION STICK-BUILT

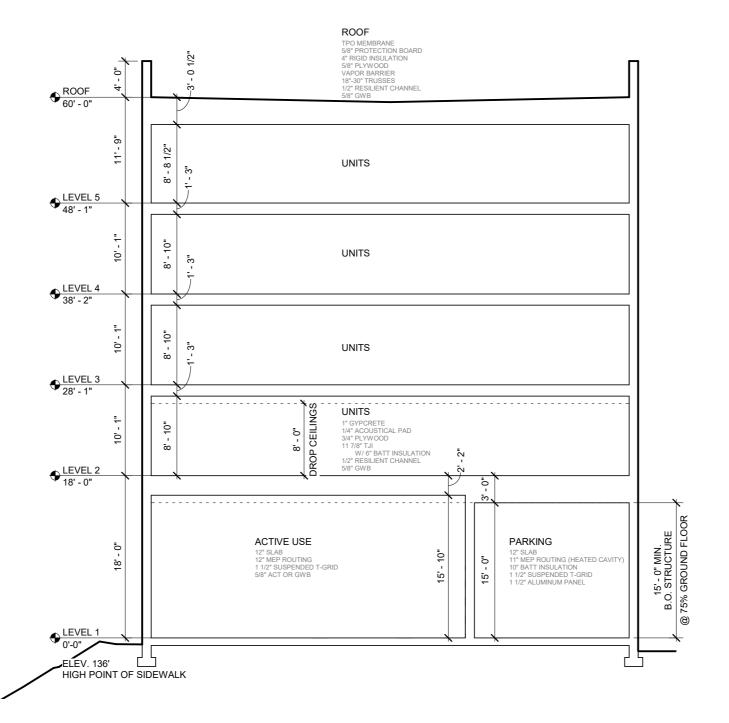
### **ALLOWANCES**

12" PT SLAB

15" FLOOR/CEILING ASSEMBLY

8'-10" CEILING HEIGHTS

30" MIN. ROOF ASSEMBLY



## BUILDING SECTION STICK-BUILT, W/ TOWNHOMES

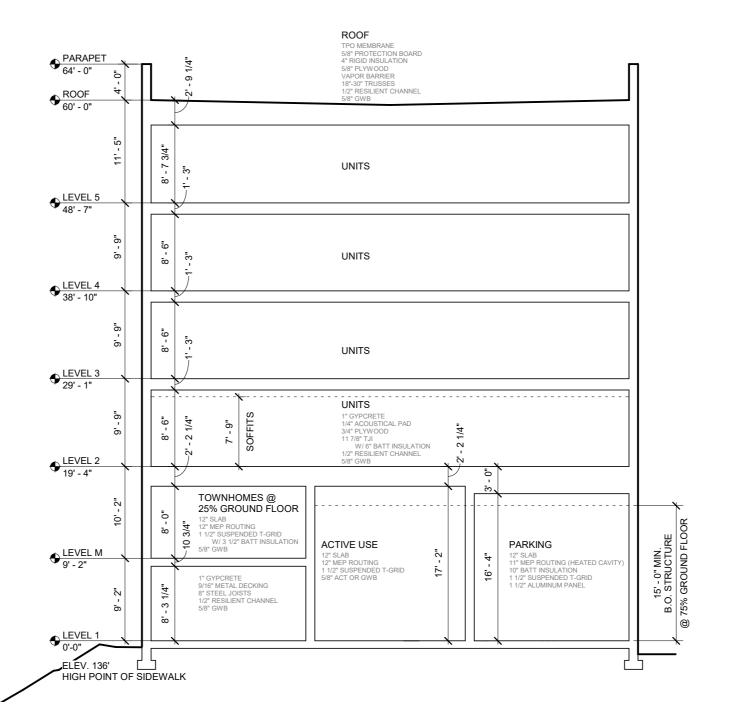
#### **ALLOWANCES**

12" PT SLAB

15" FLOOR/CEILING ASSEMBLY

8'-6" CEILING HEIGHTS

24"- 36" ROOF ASSEMBLY



# BUILDING SECTION MODULAR

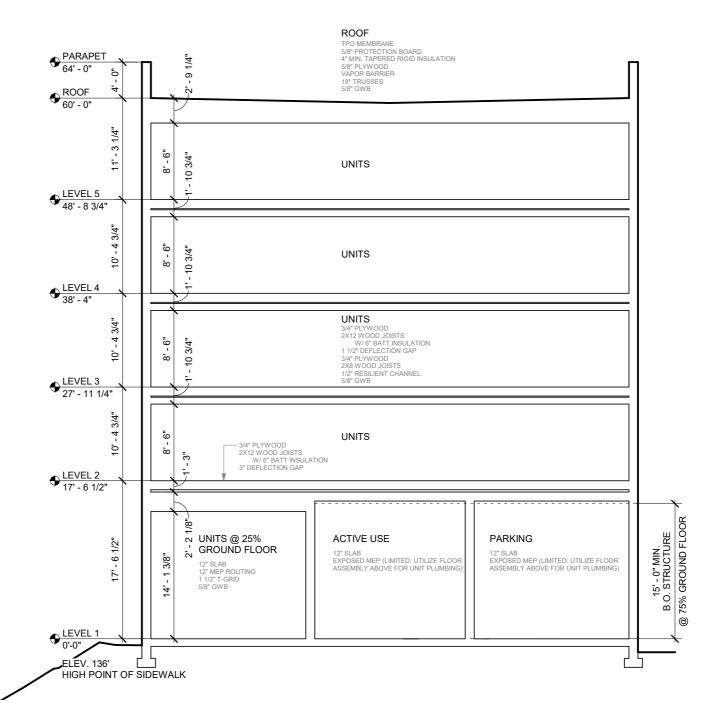
#### **ALLOWANCES**

12" PT SLAB

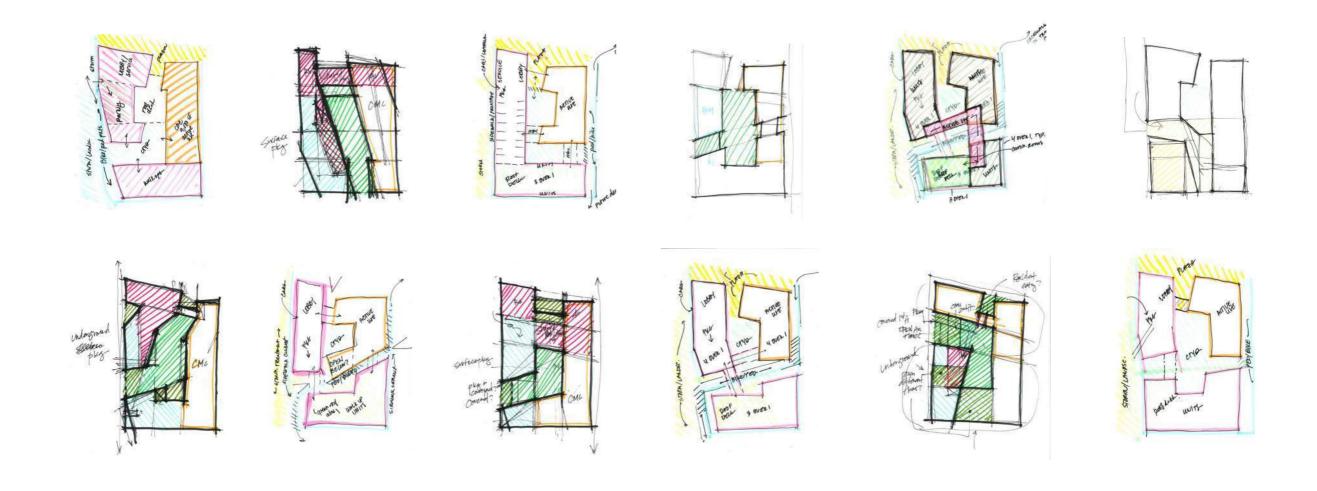
22.75" FLOOR/CEILING ASSEMBLY

8'-6" CEILING HEIGHTS

24" - 36" ROOF ASSEMBLY



## PROCESS SKETCHES



## PLAN STUDY A: ON-GRADE PARKING

### 30TH AVE IMPROVEMENT BEYOND RIDGELINE

BUILDING SIZE 144,169 SF [GROSS]

LEVEL 1

8,908 SF ACTIVE USE

12,135 SF PARKING/BIKE PARKING 2,594 SF CIRCULATION/SUPPORT

6,184 SF HOUSING

UPPER LEVELS

14.028 SF ACTIVE USE

15,892 SF CIRCULATION/SUPPORT

84,428 SF HOUSING

7,130 SF COURTYARD

2,211 SF 2ND FL ROOF DECKS

HEIGHT 60', 5 FLOORS

STUDIO [350 SF AVG] 108 UNITS 2-BED [800 SF AVG] 56 UNITS 3-BED [1,000 SF AVG] 4 UNITS

TOTAL 168 UNITS [36% FAMILY]

PARKING COUNT +/-21 STALLS [.13 RATIO]



## PLAN STUDY A ALT: ON-GRADE PARKING W/ TOWNHOMES

### 30TH AVE IMPROVEMENT BEYOND RIDGELINE

BUILDING SIZE 149,853 SF [GROSS]

LEVEL 1

8,908 SF ACTIVE USE

12,135 SF PARKING/BIKE PARKING 2,594 SF CIRCULATION/SUPPORT

6,184 SF HOUSING

MEZZANINE

5.684 SF HOUSING

UPPER LEVELS

12.548 SF ACTIVE USE

15,892 SF CIRCULATION/SUPPORT

85,908 SF HOUSING

7,130 SF COURTYARD

2,211 SF 2ND FL ROOF DECKS

HEIGHT 60', 5 FLOORS

STUDIO (350 SF AVG) 96 UNITS 1-BED (600 SF AVG) 12 UNITS 2-BED [800 SF AVG] 52 UNITS 3-BED [1,000 SF AVG] 10 UNITS

170 UNITS [36% FAMILY] TOTAL

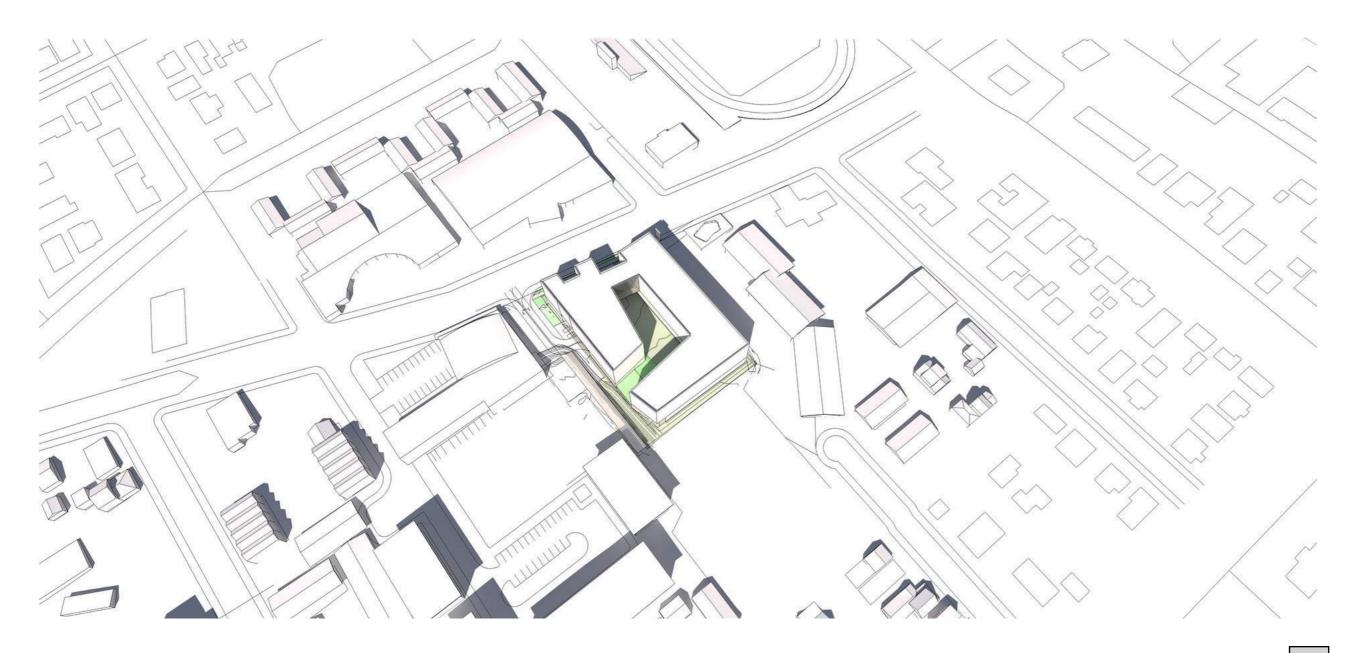
+/-20 STALLS (.12 RATIO) PARKING COUNT



## PLAN STUDY B: BELOW-GRADE PARKING

### 30TH AVE IMPROVEMENT TO RIDGELINE





## STREET VIEWS





VIEW LOOKING WEST VIEW LOOKING EAST

## LANDSCAPE DESIGN

### OVERLOOK TERRACE



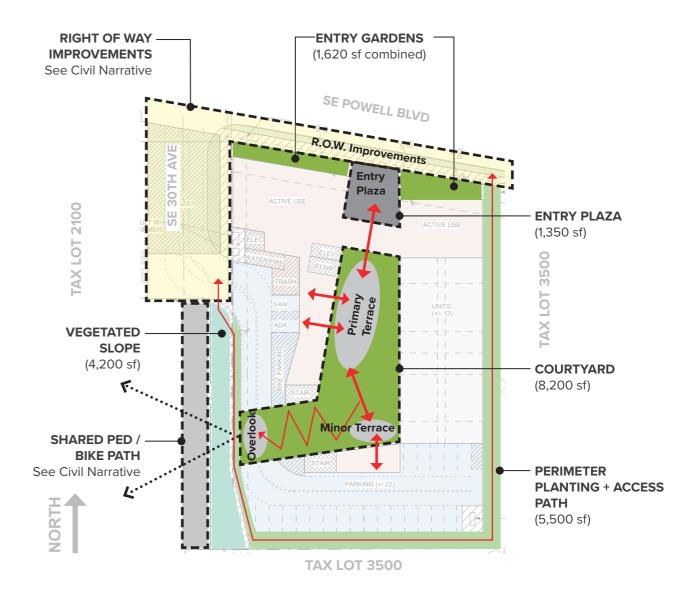












## PRECEDENTS



















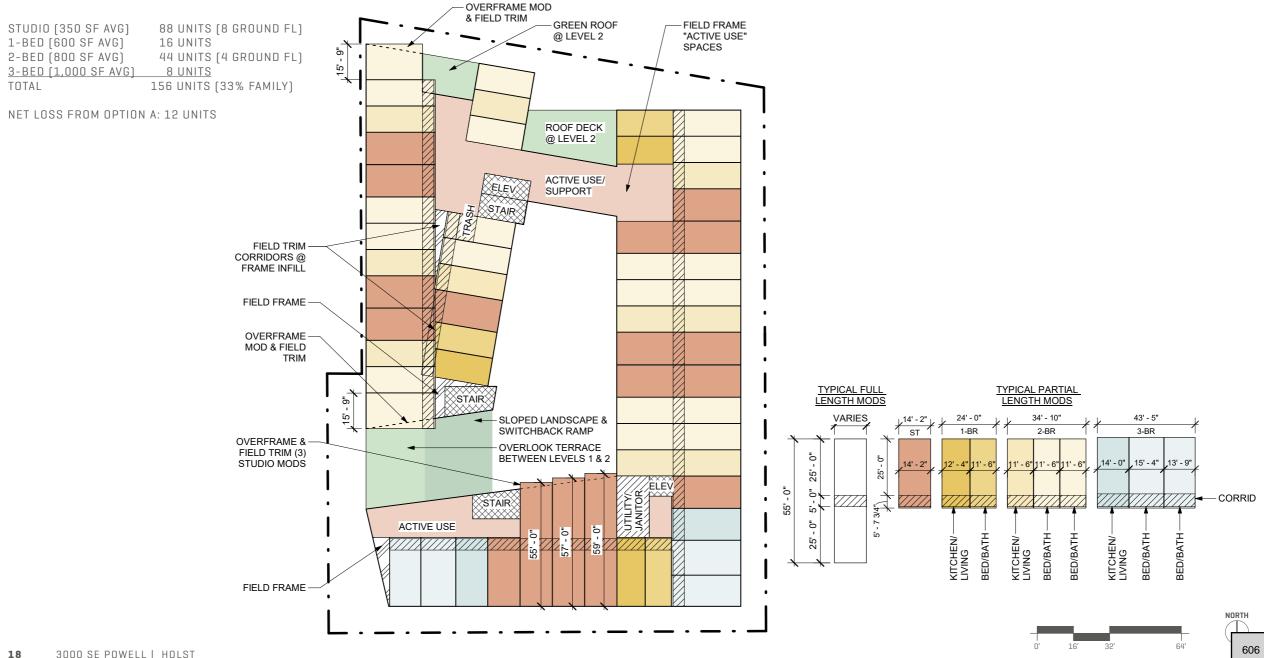


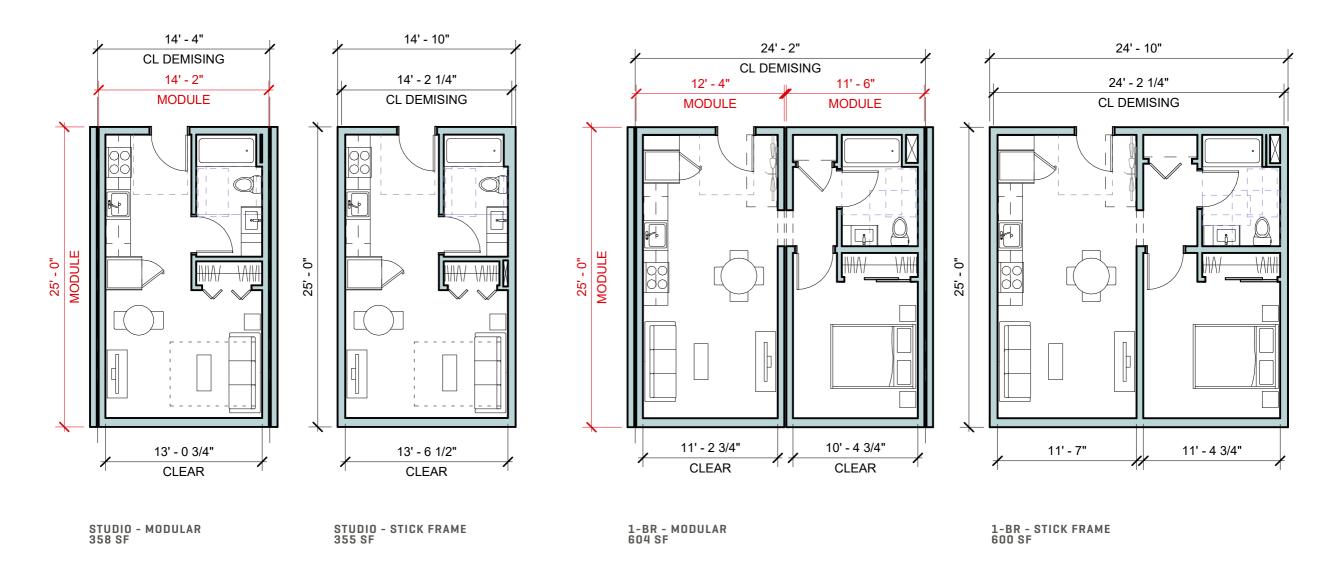


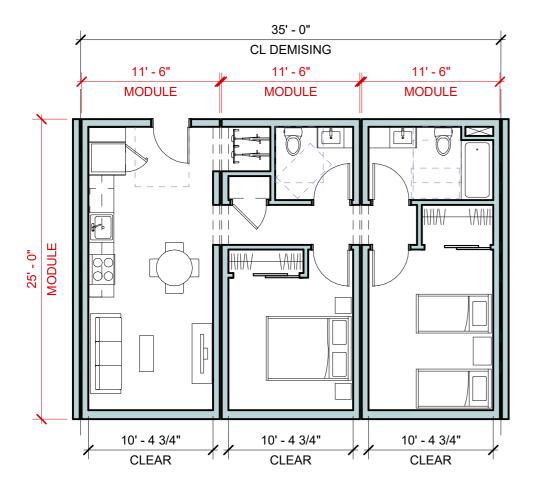


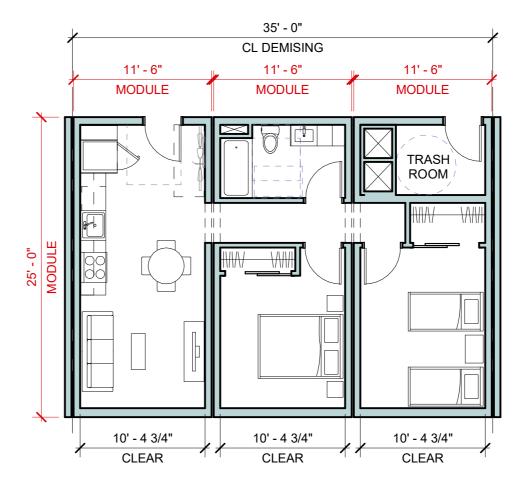
605

## PLAN STUDY: MODULAR







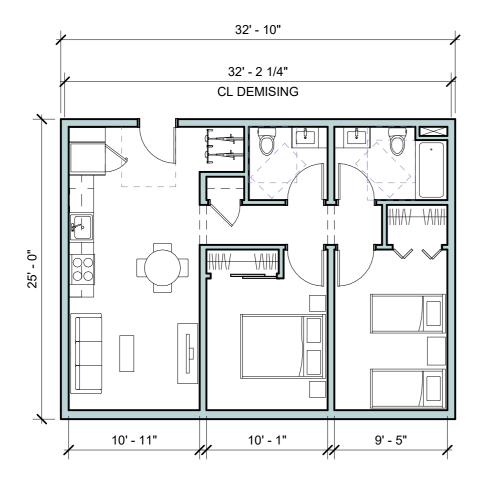


2-BR / 1.5-BA - MODULAR 875 SF

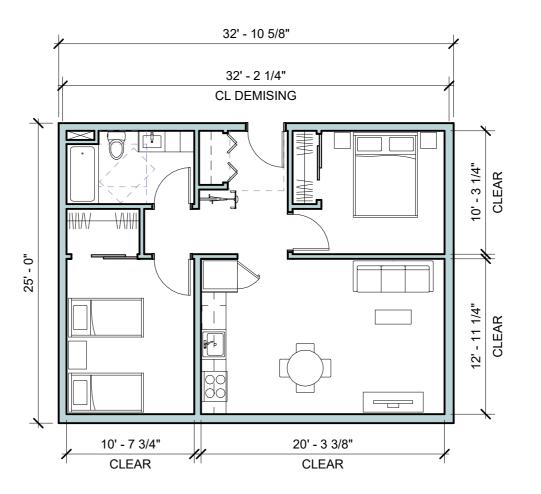
2-BR / 1-BA @ TRASH ROOM - MODULAR 875 SF



# UNIT LAYOUTS 2-BEDROOMS



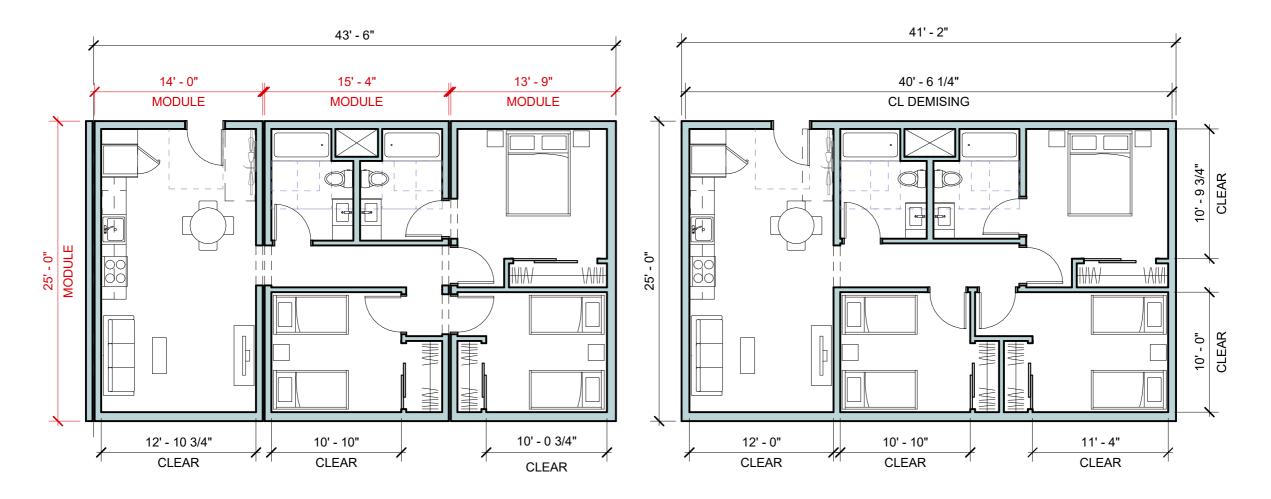
2-BR / 1.5-BA - STICK BUILT 800 SF



2-BR / 1-BA @ OUTSIDE CORNER - STICK BUILT 800 SF



# UNIT LAYOUTS 3-BEDROOMS

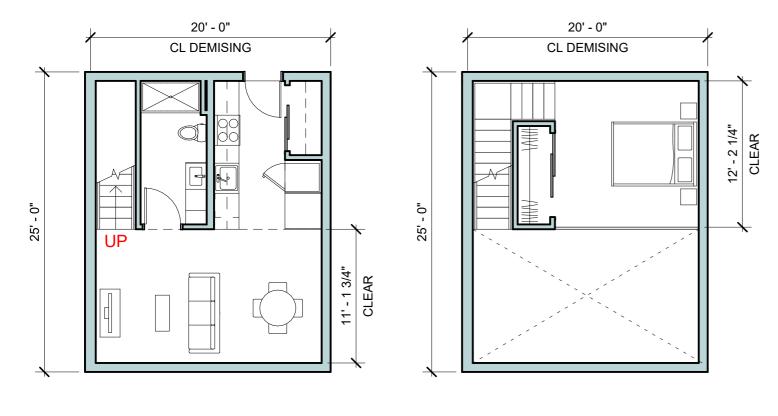


3-BR @ OUTSIDE CORNER - MODULAR 1073 SF (W/ SHAFT DEDUCTION)

3-BR @ OUTSIDE CORNER - STICK FRAME 1000 SF (W/ SHAFT DEDUCTION)



# UNIT LAYOUTS TOWNHOMES

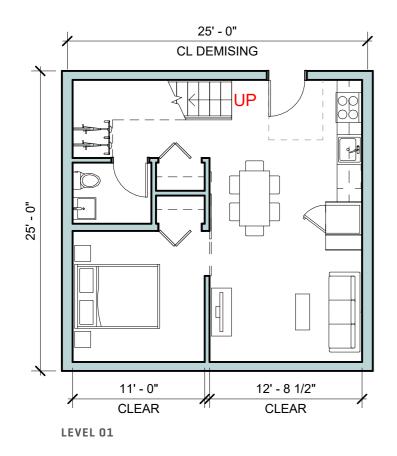


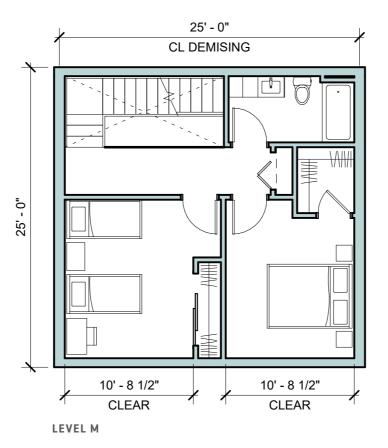
LEVEL 01 LEVEL M

1-BR TOWNHOME 700 SF (W/ 50 SF STAIR DEDUCTION)



# UNIT LAYOUTS TOWNHOMES





3-BR TOWNHOME 1200 SF (W/ 50 SF STAIR DEDUCTION)



HOLST

THANK YOU.

## HOLST

2 November 2018

# METRO BARBUR SITE DESIGN STUDY

PORTLAND, OR

Site Design Study

## OPTION A

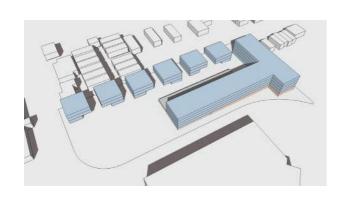
4-OVER-1 BUILDING, 3-STORY WALK-UP UNITS, RETAIL SPACE, COURTYARD, ROOF DECK, BELOW-GRADE AND SURFACE PARKING

#### MARKET-RATE HOUSING UNITS

**BUILDING SIZE** 221,000 GSF GARAGE 40,400 GSF

STUDIOS [504 SF TYP] 48 UNITS [20%] 1-BED [660 SF] 143 UNITS [60%] 2-BED [1023 SF] 51 UNITS [20%] 242 UNITS TOTAL

PARKING COUNT 182 STALLS [0.75]







## OPTION A

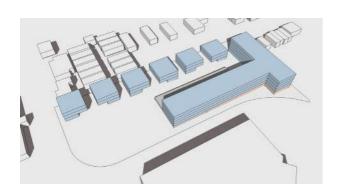
4-OVER-1 BUILDING, 3-STORY WALK-UP UNITS, RETAIL SPACE, COURTYARD, ROOF DECK, BELOW-GRADE AND SURFACE PARKING

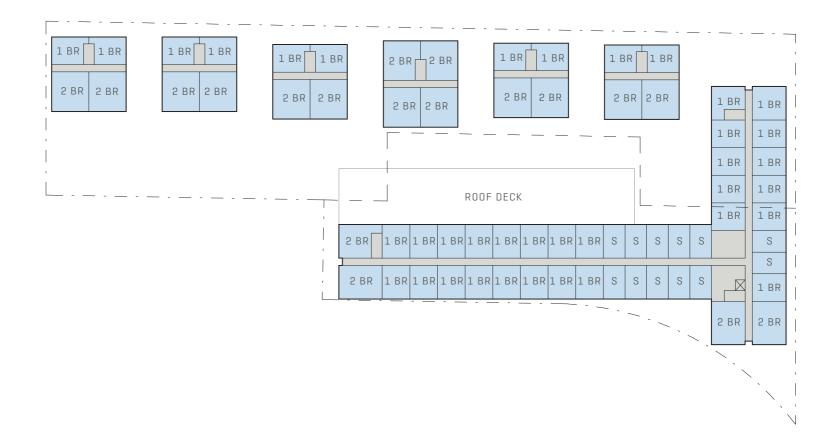
#### MARKET-RATE HOUSING UNITS

BUILDING SIZE	221,000 GSF
GARAGE	40,400 GSF

STUDIOS [504 SF TYP]	48 UNITS [20%]
1-BED [660 SF]	143 UNITS [60%]
2-BED [1023 SF]	51 UNITS [20%]
TOTAL	242 UNITS

182 STALLS [0.75] PARKING COUNT





## OPTION B

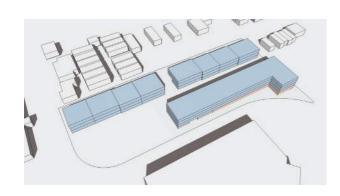
3-OVER-1 BUILDING, 3-STORY WALK-UP UNITS, EARLY EDUCATION SPACE. EARLY ED + HOUSING COURTYARDS, ALL SURFACE PARKING

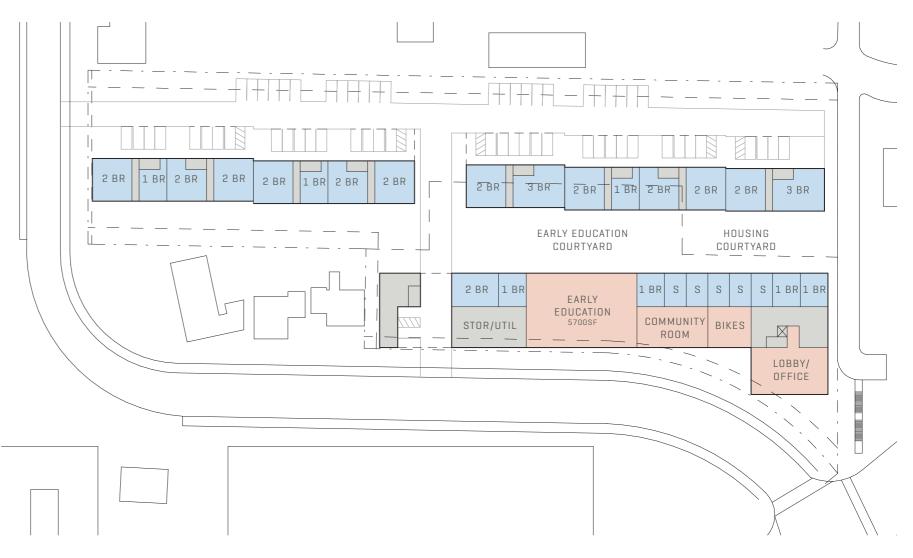
#### AFFORDABLE HOUSING UNITS

STUDIOS [504 SF TYP] 38 UNITS [21%] 1-BED [644 SF] 58 UNITS [31%] 2-BED [924 SF] 71 UNITS [38%] 3-BED [1167 SF] 19 UNITS [10%] TOTAL 186 UNITS

1.48 BEDS/UNIT AVG

62 STALLS [0.33] PARKING COUNT







## OPTION B

3-OVER-1 BUILDING, 3-STORY WALK-UP UNITS, EARLY EDUCATION SPACE, EARLY ED + HOUSING COURTYARDS, ALL SURFACE PARKING

#### AFFORDABLE HOUSING UNITS

 STUDIOS [504 SF TYP]
 38 UNITS [21%]

 1-BED [644 SF]
 58 UNITS [31%]

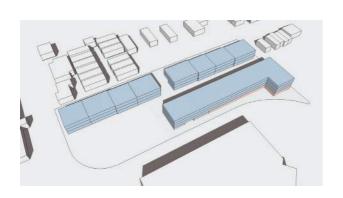
 2-BED [924 SF]
 71 UNITS [38%]

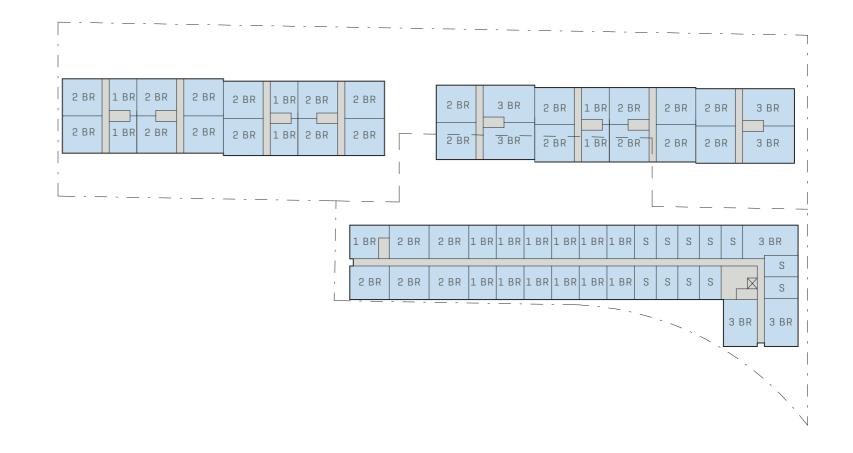
 3-BED [1167 SF]
 19 UNITS [10%]

 TOTAL
 186 UNITS

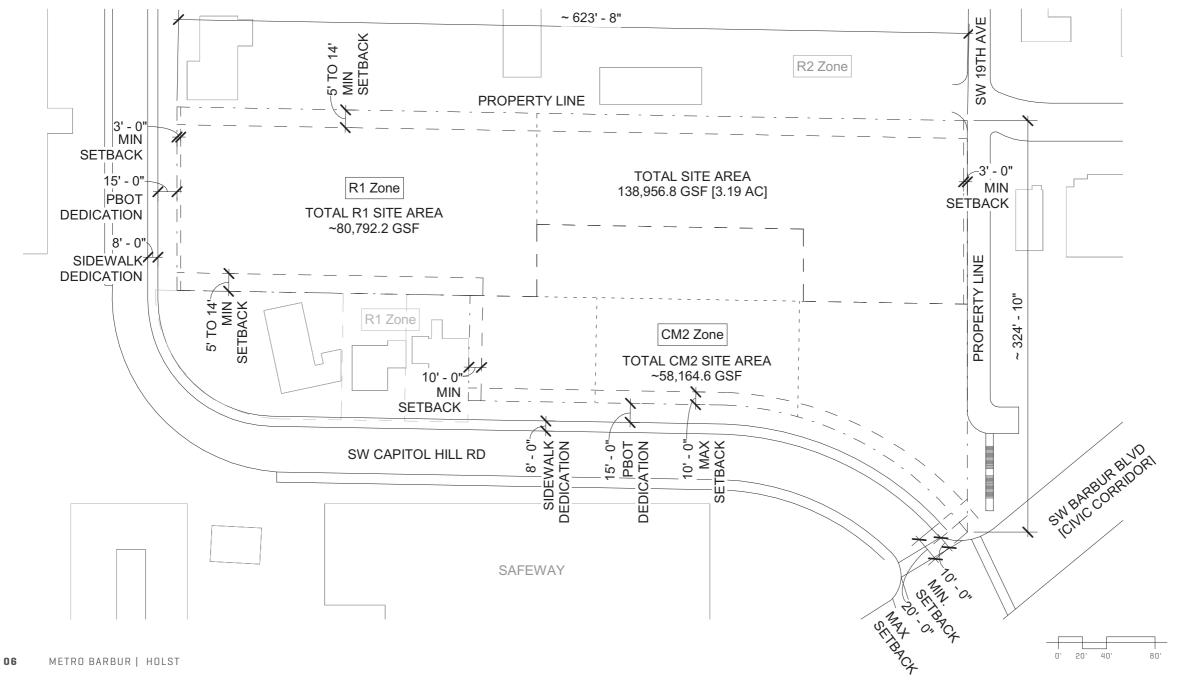
1.48 BEDS/UNIT AVG

PARKING COUNT 62 STALLS [0.33]





## SITE INFORMATION



## SITE INFORMATION

ZONING ANALYSIS	COMMERICIAL ZONE	RESIDENTIAL ZONE
BASE ZONE	CM2 COMMERCIAL MIXED USE 2	R1 RESIDENTIAL 1000
OVERLAYS	NONE	NONE
COMP PLAN DESIGNATION	MU-C MIXED USE - CIVIC CORRIDOR [SW BARBUR]	R1 MULTI-DWELLING 1000
PLAN DISTRICT	N/A	N/A
URBAN RENEWAL AREA	N/A	N/A
ALLOWABLE USES	HOUSEHOLD LIVING, RETAIL	HOUSEHOLD LIVING, RETAIL (LIMITED, RETAIL PLANT NURSERIES)
TOTAL SITE AREA [161,608.8 GSF OR 3.71 ACRES]	58,164.6 GSF [1.34 ACRES]	103,444.2 GSF [2.37 ACRES]
MAX FAR	2.5:1 = 145,411.5 GSF	**1.5:1 = 155,166.3 GSF
MAX FAR W/ BONUS	4:1 = 232,658.4 GSF	**2.25:1 = 232,749.45 GSF
MAX DENSITY	N/A	1 UNIT/1,000SF SITE AREA = 103 UNITS
		AMENITY BONUSES [FOR OUTDOOR/CHILDREN'S AREAS, 3-BR UNITS, STORAGE, ETC]
MIN DENSITY	N/A	1 UNIT/1,450SF SITE AREA = 72 UNITS
MAX HEIGHT	45FT	45FT [25FT WHERE <10FT FROM FRONT PROPERTY LINE]
MAX HEIGHT W/ BONUS	75FT W/ PLANNED DEVELOPMENT BONUS OPTION	N/A
MIN BLDG SETBACKS	NONE [STREET]; 10FT [CIVIC CORRIDOR]	3FT [STREET]; 5-14FT [DEPENDING ON FACADE AREA AT SIDE + REAR]
		**5-10FT [STREET]; 5FT [SIDE + REAR]
MAX BLDG SETBACKS	10FT [STREET]; 20FT [CIVIC CORRIDOR]	N/A
MAX BUILDING SITE COVERAGE	85%	60%
MAX BUILDING LENGTH	N/A	YES; 100FT WHERE BLDG <30FT FM STREET
MIN LANDSCAPED SITE AREA	15%	20%
MINIMUM PARKING	1/UNIT [HOUSEHOLD] OR O [W/ AFFORDABLE HOUSING EXCEPTION]	N/A
MAXIMUM PARKING	1.35/UNIT [HOUSEHOLD] + VARIES BY TYPE [FOR RETAIL]	N/A
REQ'D RESIDENTIAL OUTDOOR AREA	YES	YES
		**BETTER HOUSING BY DESIGN PROJECT, PROPOSED REVISIONS

METRO BARBUR | HOLST

## HOLST

15 JANUARY 2021

# METRO 10450 BARBUR STUDY

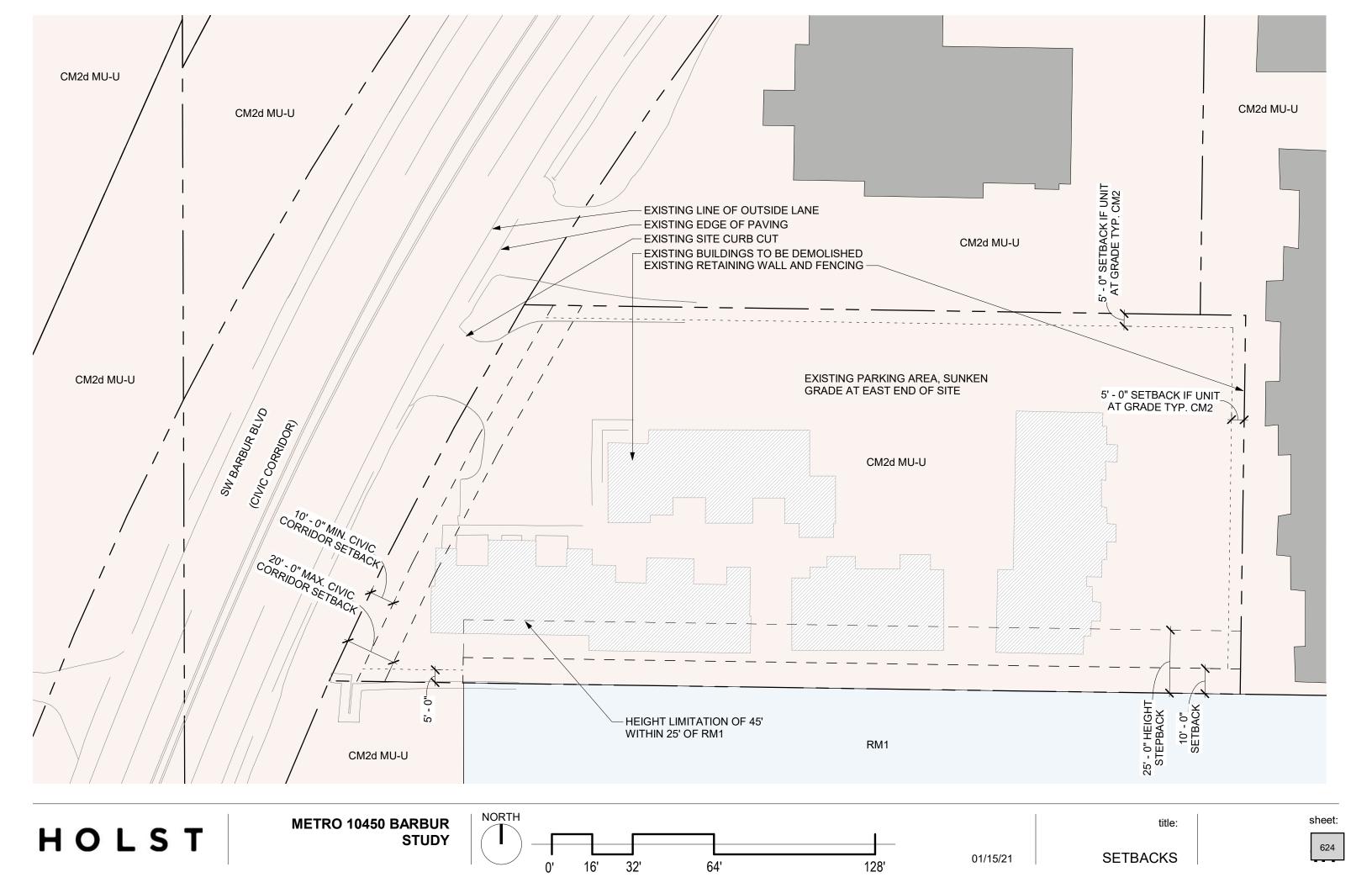
PORTLAND, OR

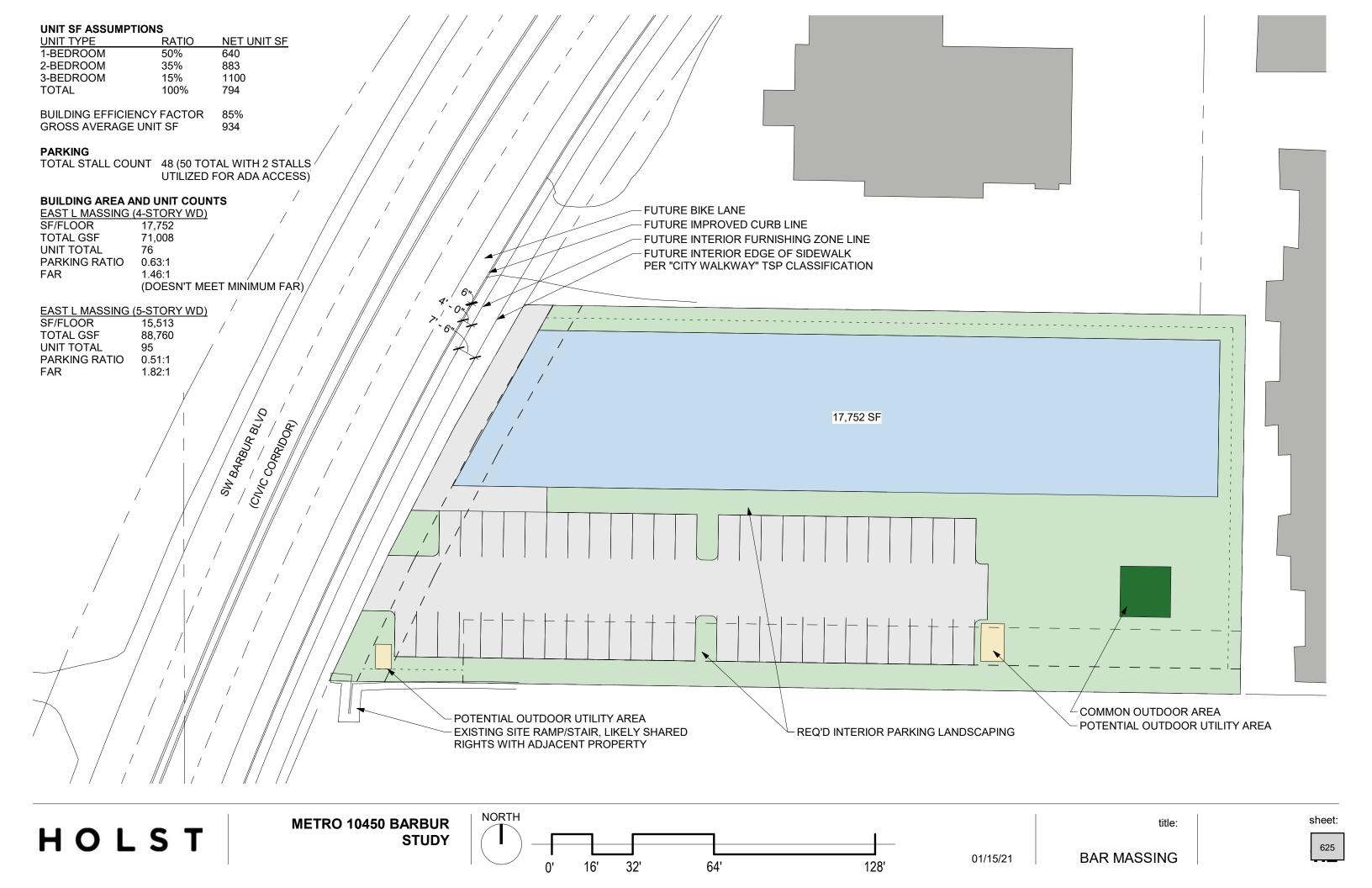
Site Design Study

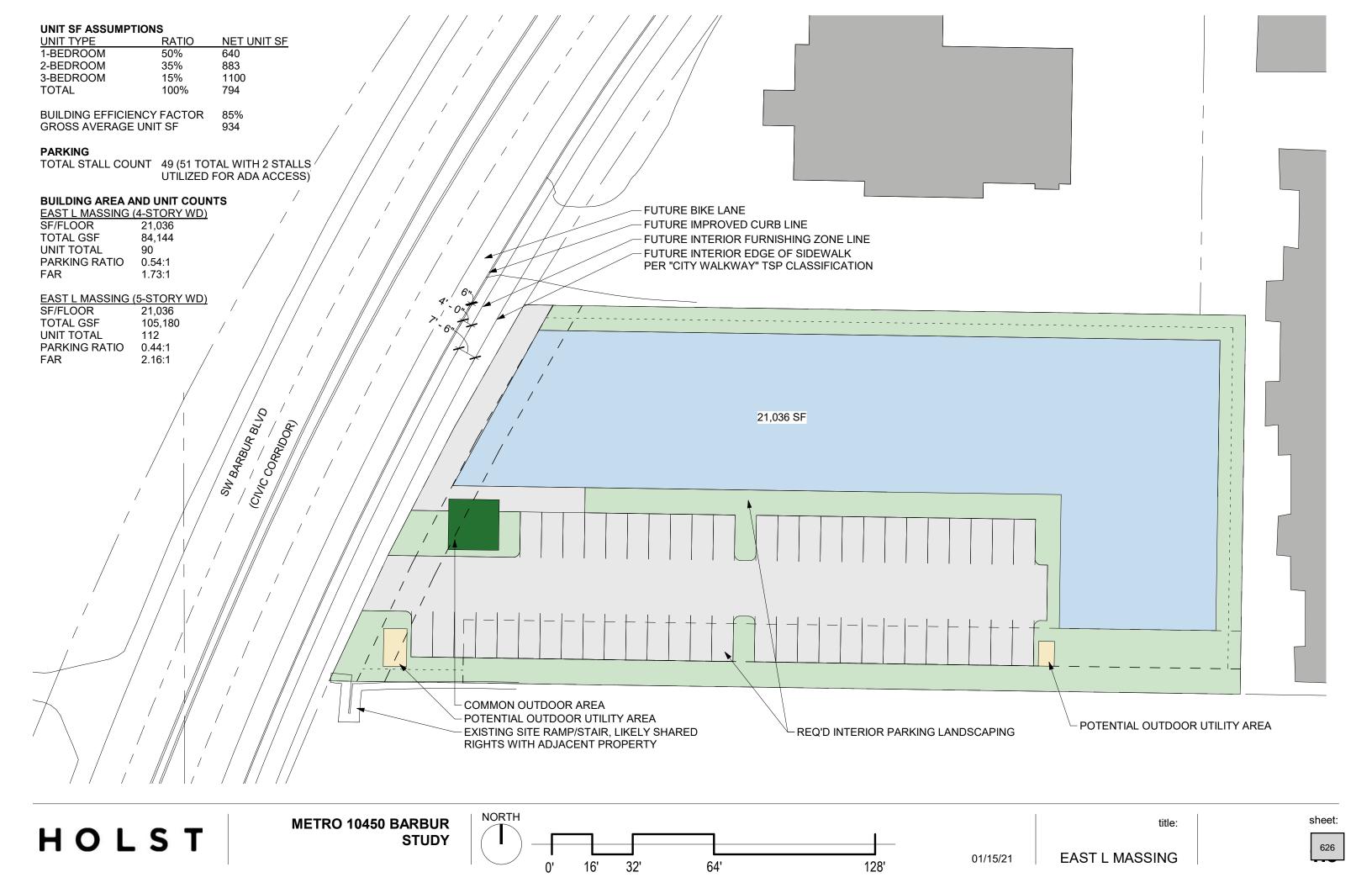
## SITE INFORMATION

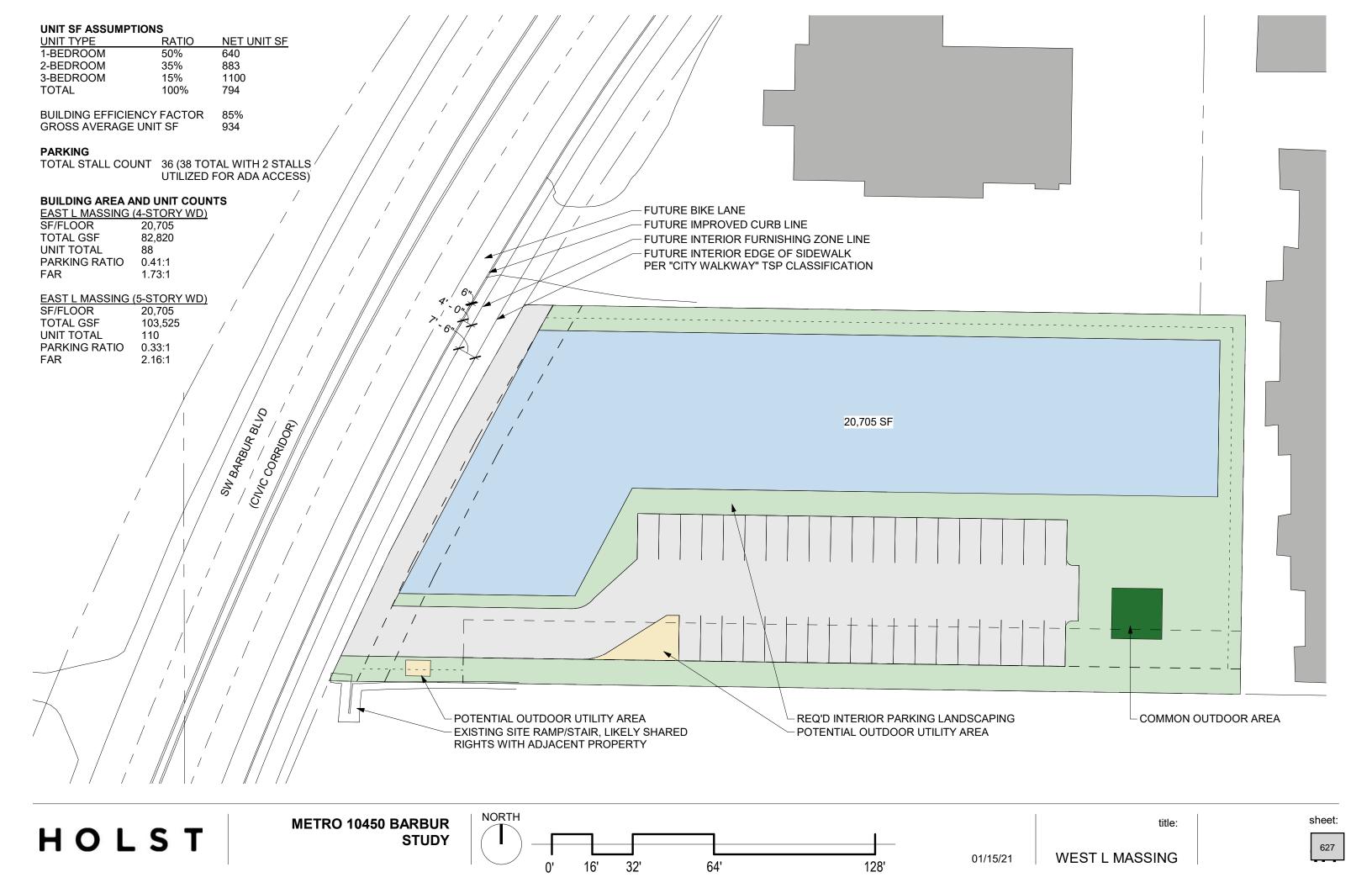
BASE ZONE	CM2 - COMMERCIAL MIXED USE 2	MIN BLDG SETBACKS	ABUTTING CM2 LOT LINE = OFT	
OVERLAYS	D - DESIGN		ABUTTING SW BARBUR = 10FT [CIVIC CORRIDOR]	
COMP PLAN DESIGNATION	MU-U MIXED USE - URBAN CENTER		ABUTTING RM1 LOT LINE = 10FT	
PLAN DISTRICT	N/A CURRENTLY, WEST PORTLAND TOWN CENTER PLAN DISTRICT	MAX BLDG SETBACKS	ABUTTING CM2 LOT LINE =10FT	
LIDDAN DENEWAL ADEA	PROPOSED (SITE LOCATED IN SUBDISTRICT A)		ABUTTING SW BARBUR = 20FT [CIVIC CORRIDOR]	
URBAN RENEWAL AREA	N/A		ABUTTING RM1 LOT LINE = NONE	
CIVIC CORRIDOR	YES	MAX BUILDING SITE COVERAGE	85%	
ALLOWABLE USES	HOUSEHOLD LIVING, RETAIL SALES AND SERVICE,	MAX BUILDING LENGTH	N/A	
	OFFICE, COMMUNITY SERVICE, DAYCARE	MIN LANDSCAPED SITE AREA	15%	
TOTAL SITE AREA	48,722.13 GSF [1.12 ACRES]	MINIMUM PARKING	O [W/ AFFORDABLE HOUSING EXCEPTION]	
MIN FAR	1.5:1 = PER PROPOSED WEST PORTLAND	MAXIMUM PARKING	1.35/UNIT [HOUSEHOLD] + VARIES BY TYPE [FOR RETAIL]	
	TOWN CENTER PLAN DISTRICT (SUBDISTRICT A) REQ'D RESIDENTIAL OUTDOOR AREA		YES, 48SF OF OUTDOOR AREA PER UNIT	
MAX FAR	2.5:1 = 121,805.33 GSF		IF COMBINED INTO COMMON AREA, SPACE MUST BE AT	
MAX FAR W/ BONUS	5.5:1 = 267,971.72 GSF		LEAST 500SF IN AREA AND ALSO FIT 20FT X 20FT SQUARE	
	FLOOR AREA MAY BE INCREASED BY 2 SQUARE FEET FOR EACH SQUARE FOOT OF NET BUILDING FLOOR AREA PROVIDED ON SITE FOR DAYCARE OR COMMUNITY SERVICE USE	GROUND FLOOR WINDOW STANDARDS	YES, 40% ON STREET-FACING FACADE IF NOT WALL OF DWELLING UNIT	
MAX DENSITY	N/A	URBAN GREEN FEATURES	YES, PER PROPOSED WEST PORTLAND TOWN CENTER	
MIN DENSITY	1 UNIT PER 1,450SF OF SITE AREA		PLAN DISTRICT. THIS COULD BE SPACE FOR LARGE TREES, ENHANCED NATIVE LANDSCAPING, STREET FACING	
MAX HEIGHT	45FT		STORMWATER FACILITIES, ETC.	
MAX HEIGHT W/ BONUS	+10FT MU-U FOR BASE ZONING W/ IH BONUS	ACTIVE GROUND FLOOR USE REQUIREMENT	NO, PER PROPOSED WEST PORTLAND TOWN CENTER PLAN DISTRICT COMMERCIAL CORRIDOR MAP 595-3	
	+10FT MU-U FOR BASE ZONING W/ DAYCARE/COM. SERVICE BONUS	REQ'D AFFORDABLE COMMERCIAL SPACE	NO, PER PROPOSED WEST PORTLAND TOWN CENTER	
	+10FT MU-U FOR BASE ZONING W/ AF. COMMERCIAL BONUS		PLAN DISTRICT SUBDISTRICT A THIS WOULD APPLY ONLY IF THE DEVELOPMENT WILL ADD ATLEAST 10,000SF AND	
	75FT W/ PLANNED DEVELOPMENT BONUS OPTION OR		THE NEW DEVELOPMENT WERE TO INCLUDE ATLEAST 10,000SF, THAN A MINIMUM OF 1,000SF WOULD NEED TO	
	INCLUSION OF ALL POSSIBLE BONUSES		BE AFFORDABLE COMMERCIAL SPACE	
HEIGHT STEPBACKS	45FT MAXIMUM HEIGHT WITHIN 25FT OF RM1 LOT LINE	LOCATION OF VEHICLE AREA	NO, PER PROPOSED WEST PORTLAND TOWN CENTER PLAN DISTRICT COMMERCIAL CORRIDOR MAP 595-3	

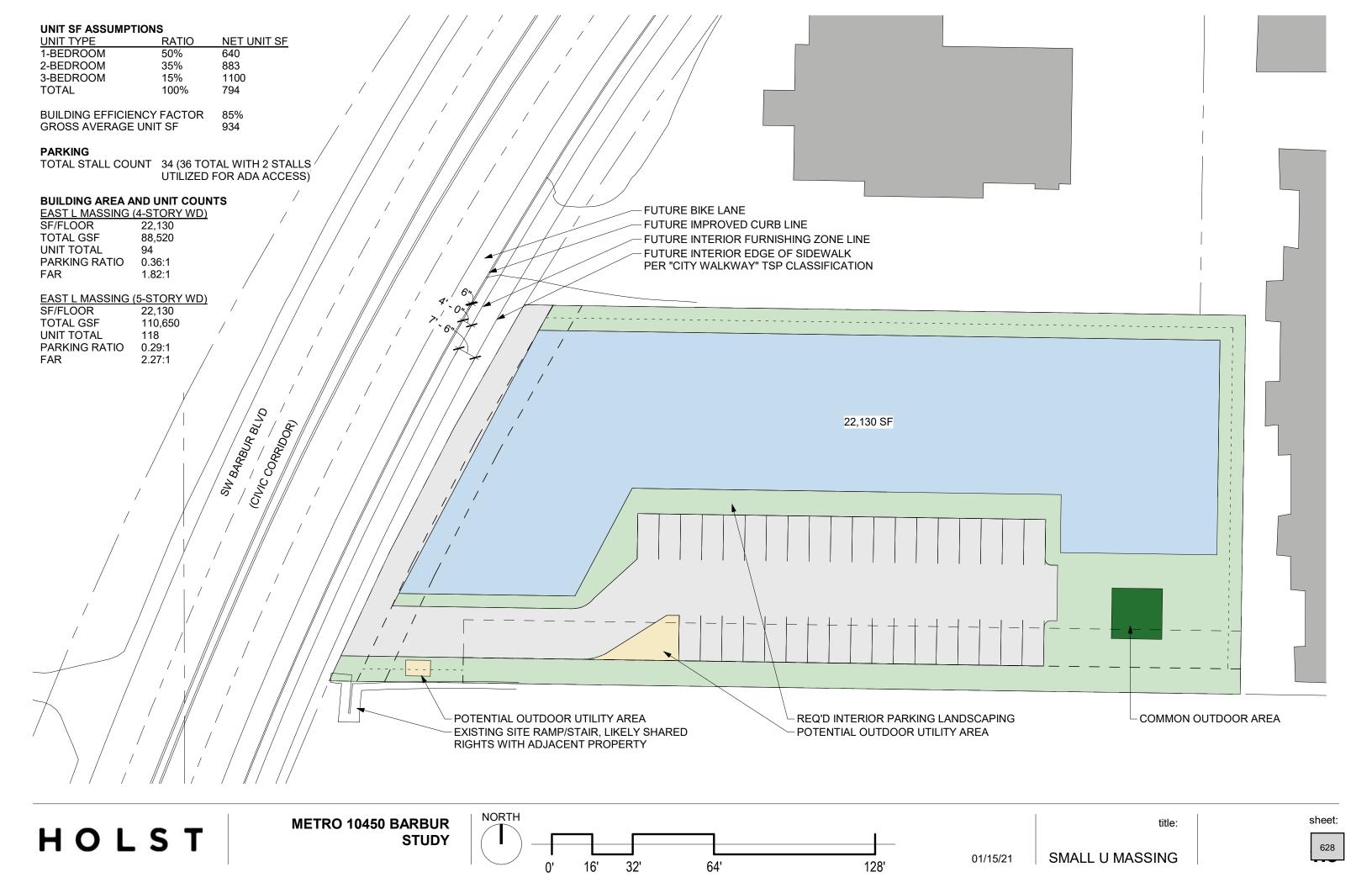


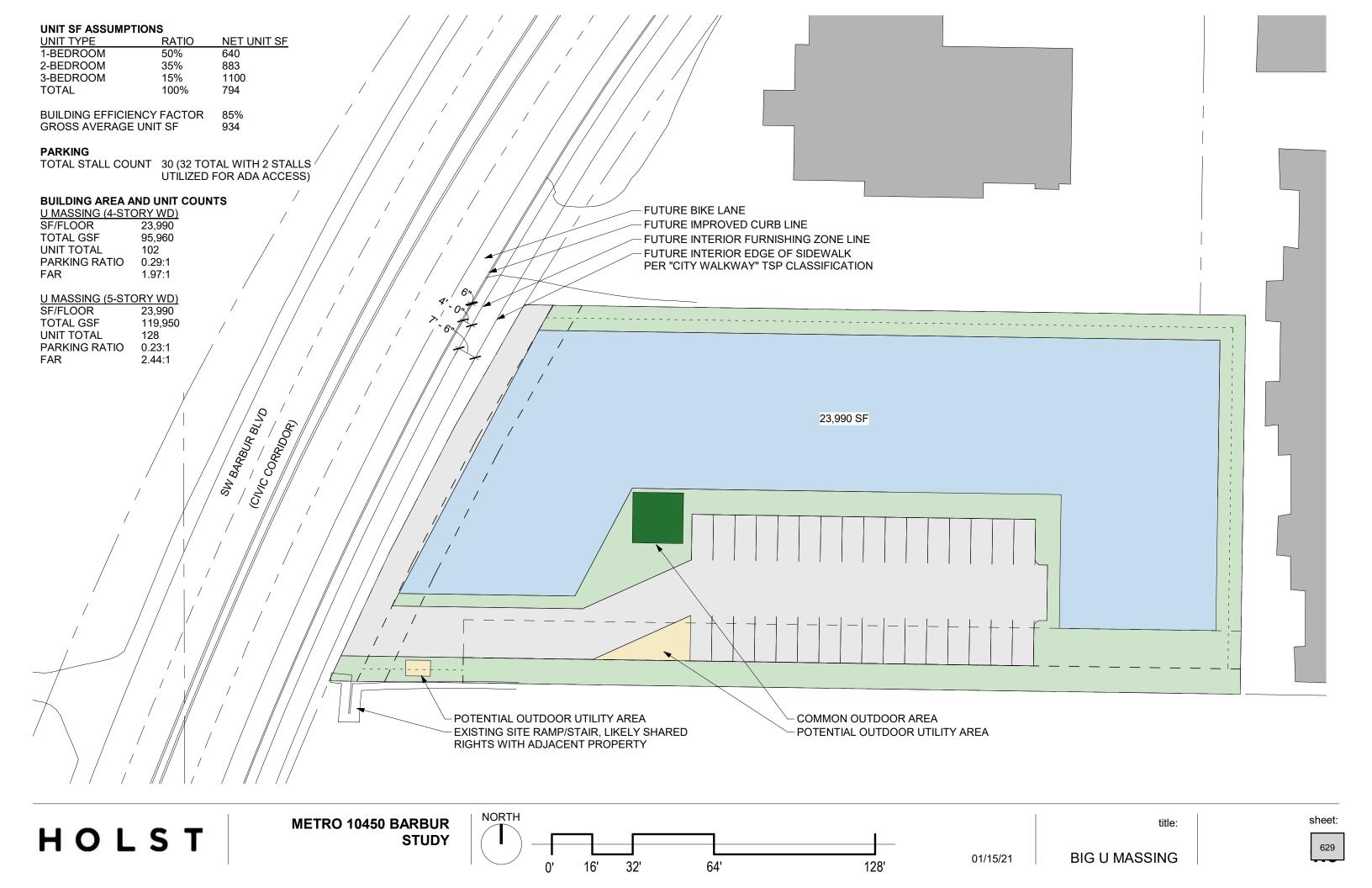


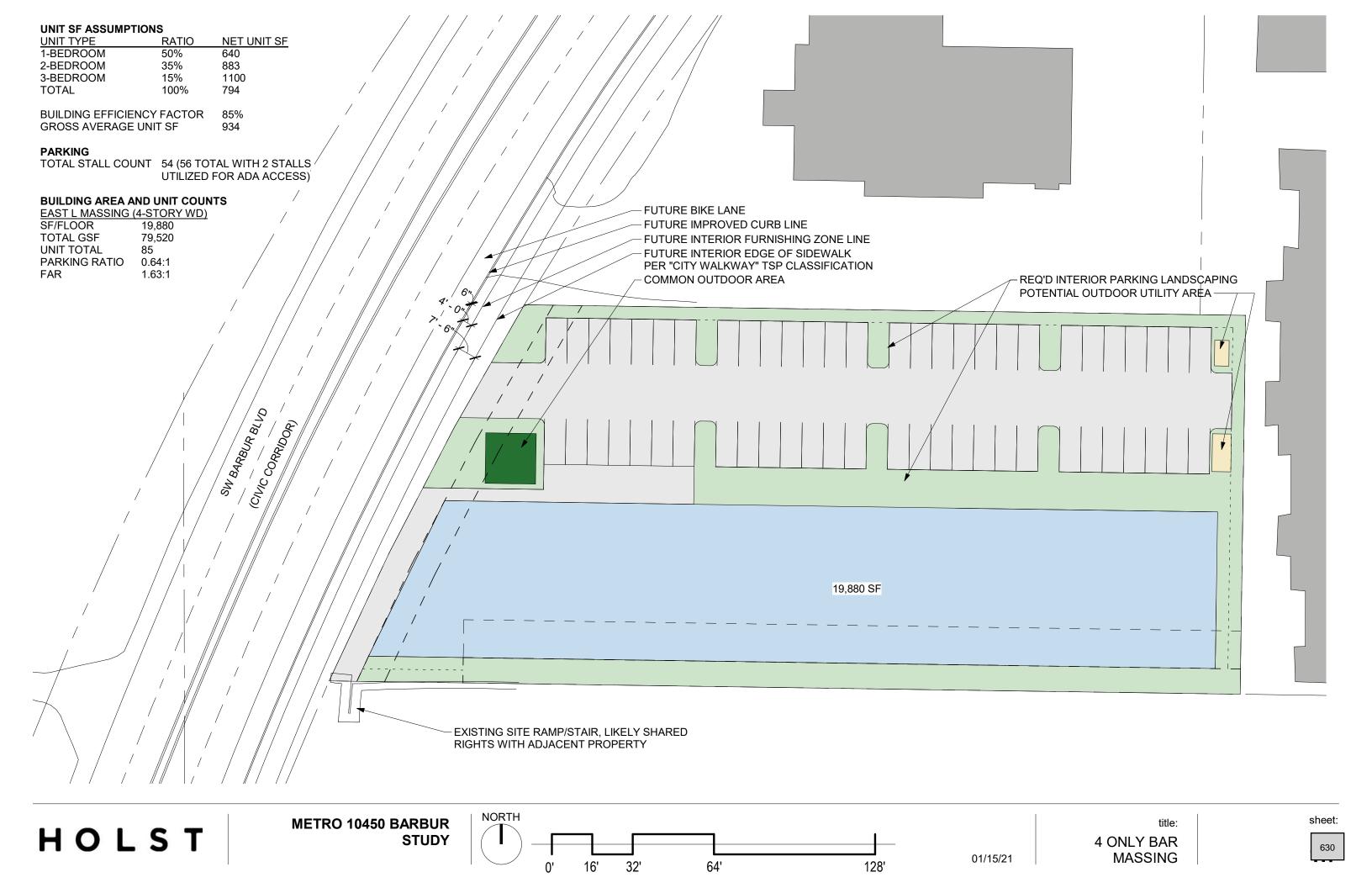


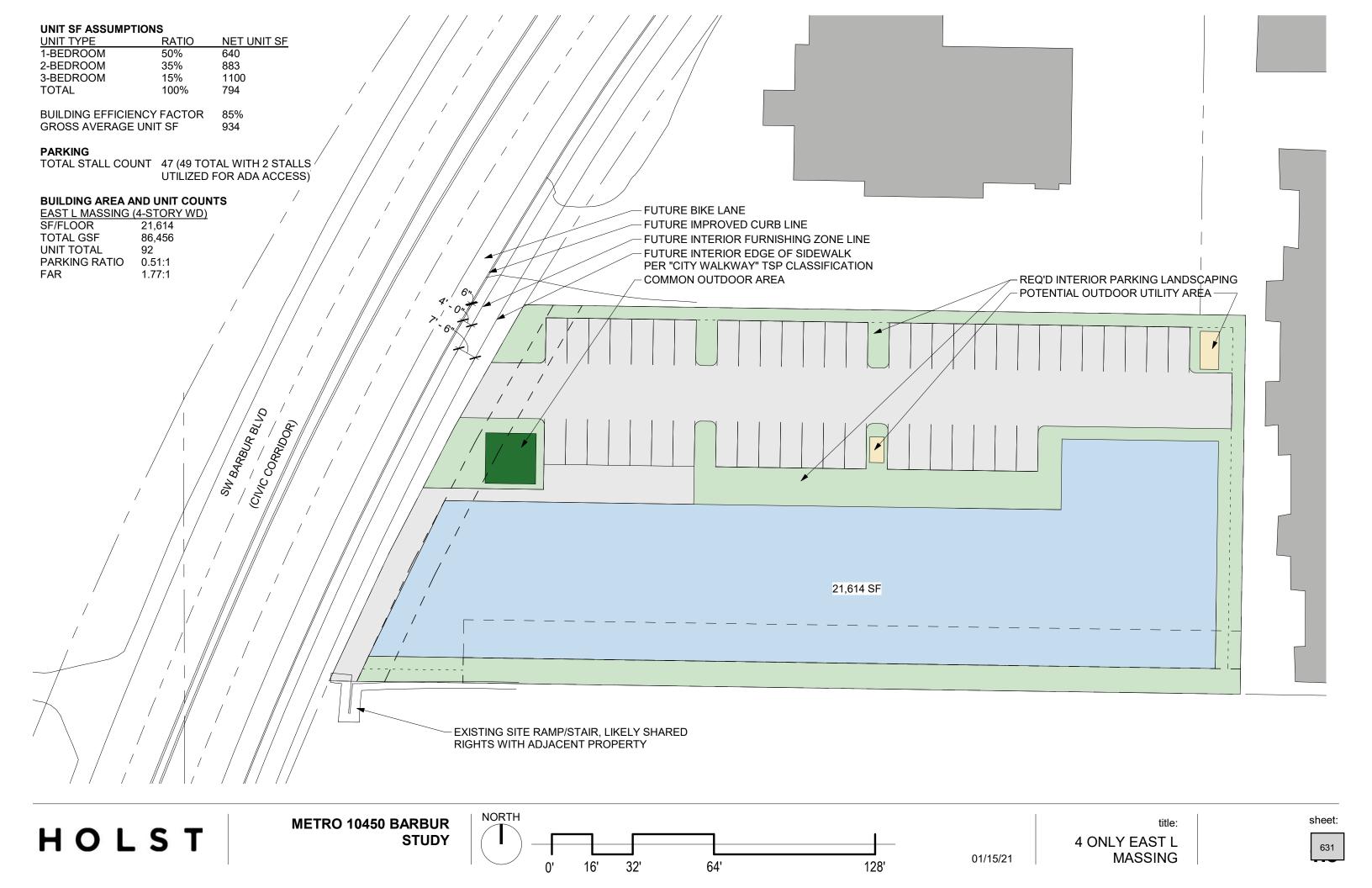


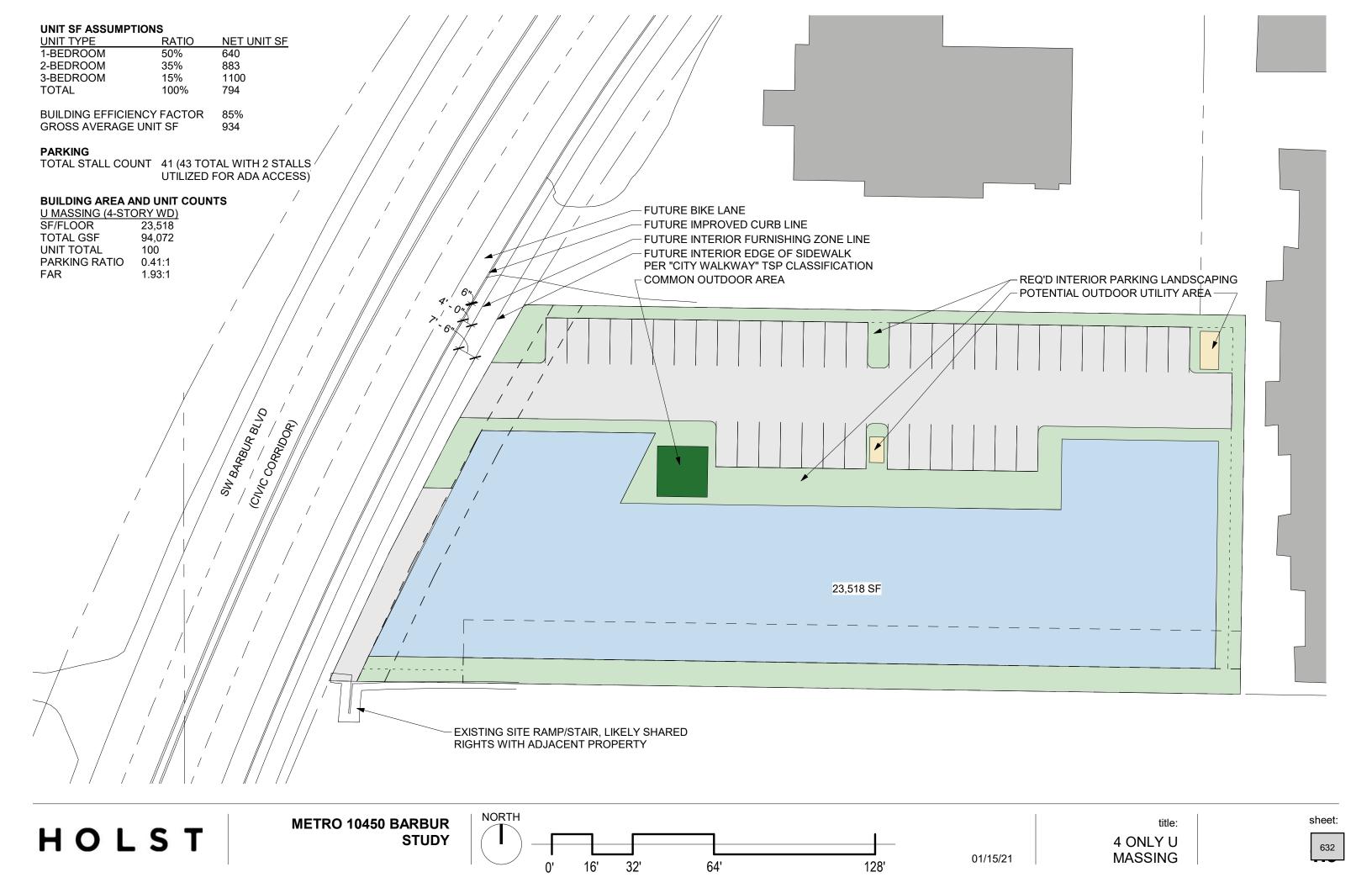










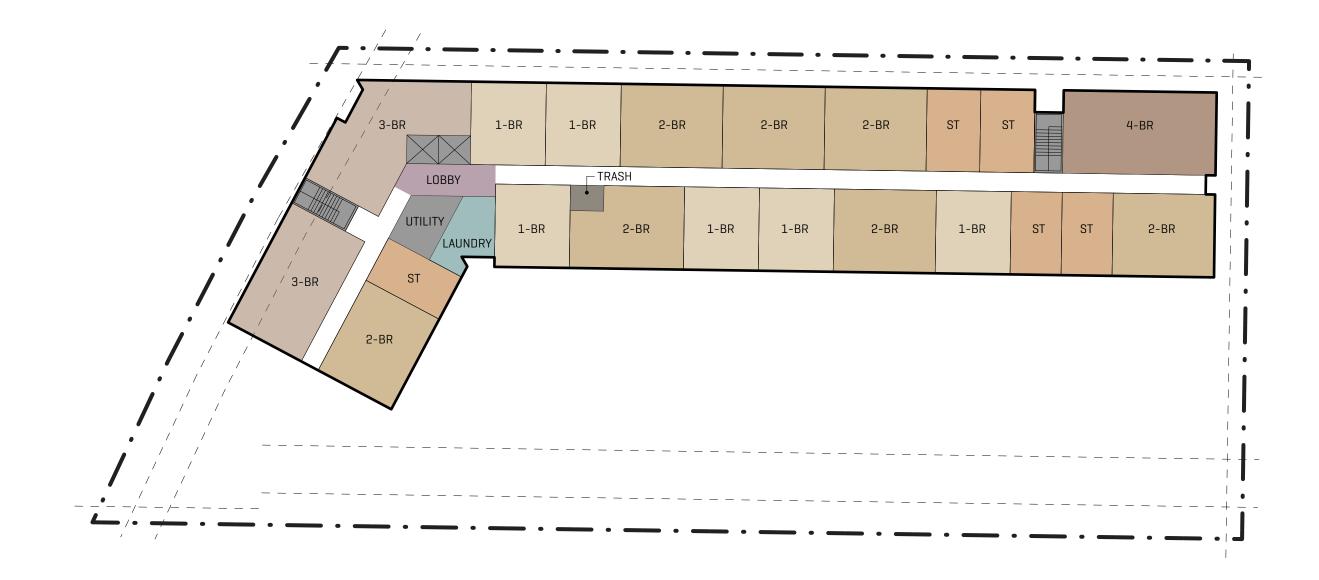


## PRELIMINARY MASSING





TYPICAL UPPER FLOOR PLAN



HOLST

THANK YOU.



#### City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Task Order #5 with Superbloom Landscape Architects for Professional Services related to the Warm Springs Preserve Master Plan

#### **Recommendation and Summary**

At a joint City Council and Planning & Zoning Commission meeting on February 14, the design team (Superbloom & Rio) presented the design details of the master plan following two public open houses. An online survey was launched following the meeting (results attached). During the meeting there was consensus with proceeding to adopt the final master plan scheduled for the March 27 Council meeting.

"I move to approve Task Order #5 with Superbloom Landscape Architects."

Task Order Five allows for the following:

- Superbloom to finalize a design booklet (two examples attached) that would aid with grants/fundraising efforts as well formally documenting the process/public feedback and design details.
- Provide a bridge contract for the next several months should the design team need to participate in any grant/fundraising meetings or FEMA permitting meetings.
- Staff is not recommending proceeding with construction drawings until fundraising/grants feasibility has concluded.

#### Introduction & History

On April 14, 2022, the city officially acquired the Warm Springs Preserve via private donations. The public was informed early in the fundraising process that the city would complete a detailed master planning process to guide future improvements to the property. The city received \$1 million from the Spur Community Foundation to fund the implementation of the master plan.

During the RFP process, the city sought to engage a professional firm or collection of resources (team) to (1) create a long-term master plan for the Warm Springs Preserve, and (2) serve as architect of record in the development of construction drawings or bid documents to implement the master plan.

The master plan addresses the location of the following passive green space amenities:

- Pedestrian connection points to adjacent neighborhoods, River Run Lodge and Warm Springs Village
- Walking trails
- Public restroom/maintenance facility with a water bottle refill station
- Wayfinding signage
- Donor recognition elements
  - History of the property/donor wall
  - o Picnic tables
  - o Benches

The plan also addresses the following improvement areas:

- Re-vegetation of portions of the property from water intensive grass to native grasses
- Warm Springs Creek habitat restoration and floodplain conveyance improvements
- Replacement of irrigation system and recommission intake/holding pond area

Significant public engagement has occurred throughout the process with the City Council as the final approval body of the plan. City staff will continue to lead public outreach efforts in concert with the design team.

#### Sustainability Impact

The master plan will address the following elements:

- New irrigation system to assist with water efficiency
- Revegetation of certain areas from water consumptive grasses to more native species
- Stream restoration to assist with water quality and wildlife habitat
- Flood conveyance improvements

#### Financial Requirement/Impact

Task Order #5 is proposed to be a not-to-exceed amount of \$18,806. The Wood River Land Trust has agreed to fund \$9,496 of the task order as it relates to the proposed creek/habitat restoration work. Sufficient funds exist in the Warm Springs Preserve Trust Account from donations.

#### <u>Attachments</u>

- Online survey results
- Examples of design books
- Task Order Five
  - Hours breakdown with tasks

## Q1 Master Plan TimelineAny questions or feedback regarding the process & timeline of the Master Plan?

Answered: 26 Skipped: 43

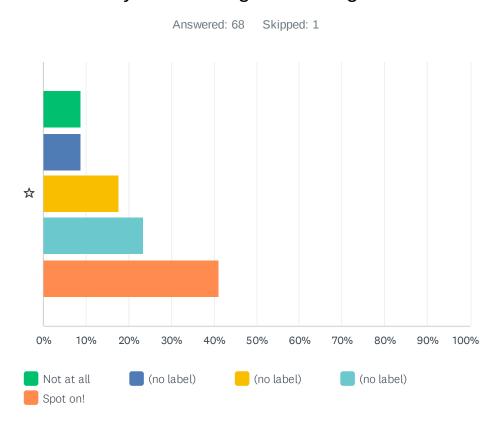
#	RESPONSES	DATE
1	I don't think any money should be put in. I live on the street and use the dog park daily. It works just fine.	3/3/2023 10:00 AM
2	Nope	2/28/2023 9:40 PM
3	We need a back up, simpler plan in case the funds are not raised. Otherwise this could take years.	2/22/2023 9:05 AM
4	NO.	2/19/2023 9:22 PM
5	None	2/19/2023 6:59 PM
6	When the design process built up steam, the impetus switched from honoring the donors vision of a place to bring their dogs into a showplace of restoration and city pride. More like a botanical garden in a place where dogs could run off leash.	2/17/2023 11:24 PM
7	I'm concerned reading p. 72 regarding Public Open House #3 as to Dog Park vs. Nature Park. Besides the title, which carries a negative quality, the two questions regarding management of dogs sound unfriendly to dogs. If this issue leads to no off-leash area or a diminished space as planned, we would be in strong disagreement. I hope for clarification on this important issue.	2/17/2023 9:12 PM
8	Yes, i'm curious how many times I can take this survey	2/17/2023 3:58 PM
9	I beleive the overwhelming response from the public was to keep this preserve "as is". This okan is big-time overkill.	2/17/2023 3:13 PM
10	Well yes, I have a lot of questions because I'm looking at it on my phone. The screen is about 2 inches wide.	2/17/2023 3:06 PM
11	No	2/17/2023 2:10 PM
12	What are the cost estimates and how will each phase be funded?	2/17/2023 12:36 PM
13	NO BIKE! They have taken over every trail! Leave 1 for Dogs	2/17/2023 11:17 AM
14	Until construction starts in 2024, will signage or temporary fencing be placed to prevent further riparian degradation by people and dogs?	2/17/2023 10:59 AM
15	I don't believe we should start any earth moving or construction until all the funds for the stream restoration are in place.	2/17/2023 9:39 AM
16	Opposed to any Norwegian Woods Enhanced Entry. There is not room for any parked cars on Shady Lane which is where if you put in an access point people will find the area to park.	2/16/2023 9:53 PM
17	No	2/16/2023 7:40 PM
18	I just hope "we"the tax payers of Ketchum do not get stuck paying the cost of operation and maintaining the park in the future years!!!!	2/16/2023 7:38 PM
19	No	2/16/2023 7:34 PM
20	I think we need to have no dogs in the creek because of the riparian zone. I also think there should be an area for dogs in the middle terrace for those who can not walk up to the upper terrace. Also should be that area "naturally" leads you to walk up that way and not to the stream.	2/16/2023 5:43 PM
21	The Costs seem excessive and IF the money isn't raised in the next year what will happen Looks like a plan has been put together without a realistic budget. Why don't you put aplan together that is based on the \$1 Million that was initially raised?	2/16/2023 5:32 PM

### Warm Springs Preserve - Vision Plan Feedback

22	no	2/16/2023 5:12 PM
23	When will there be further input and discussion about the wisdom of the proposed new bridge across Warm Springs Creek at Broadway Blvd.? Also, when will a decision be made on whether or not to build the new bridge at Broadway Blvd.?	2/16/2023 4:57 PM
24	I think Norwegian Woods entry to this property would be a mistake. The cul de sac at the end of Shady Lane is already very tight and nearly impossible for cars to turn around in, let alone provide emergency vehicles with access. Increasing car traffic there would be a mistake.	2/16/2023 4:55 PM
25	Looks great. I really like the idea of a bridge into Ketchum.	2/16/2023 4:12 PM
26	Looks good	2/16/2023 3:32 PM

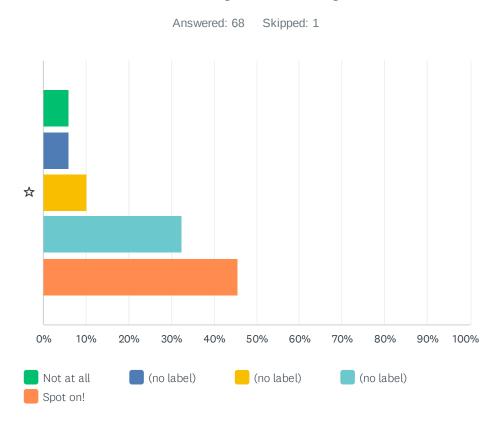
Q2 Entry, Parking & FacilitiesThis concept proposes updates to the existing parking area and includes a small storage and amenity building with ADA access close to the parking and entry. Updates include:

Enhanced parking to reduce maintenance 24 total parking spaces, of which 2 are designated as handicap parking ADA accessible soft surface trails connecting the parking with the Fairway and restoration areas A new structure nestled in the existing aspen grove to include: 1,000 square feet for maintenance and storage; two (2) ADA accessible toilets for year-round use; a covered area with a donor wall, trail map, water fountain, waste bins and benches. Reference slides #51-55 for additional concept imagery of the facility. Is the design on the right track?



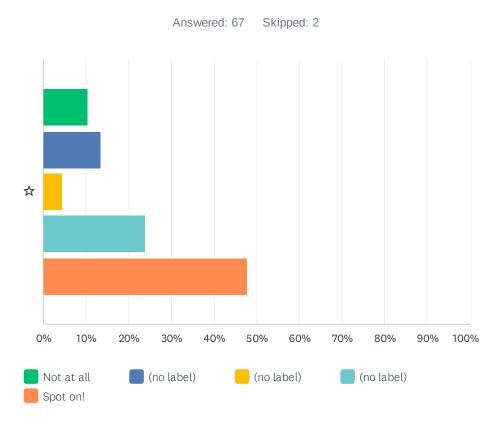
	NOT AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	SPOT ON!	TOTAL	WEIGHTED AVERAGE
☆	8.82% 6	8.82% 6	17.65% 12	23.53% 16	41.18% 28	68	3.79

Q3 In-Stream Creek RestorationSeveral improvements can be made along the creek edge to enhance hydrologic and ecological health of the creek. Increase habitat complexity and diversity (including over-winter habitat) Create main-channel pools and cover Create off-channel habitat Improve habitat connectivity Reference slides #36-42 for additional concepts and details. Is the design on the right track?



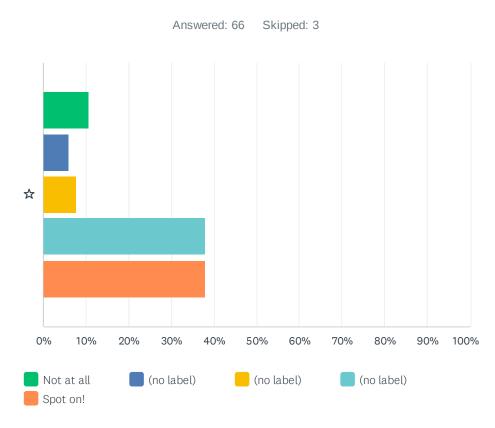
	NOT AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	SPOT ON!	TOTAL	WEIGHTED AVERAGE
$\stackrel{\wedge}{\approx}$	5.88%	5.88%	10.29%	32.35%	45.59%	60	4.00
	4	4	/		31	68	4.06

Q4 Lower Creek Edge & FloodplainWhat's planned:The Lower Creek Edge is proposed to be restored as a floodplain ecosystem including enhanced habitat, biodiversity and native planting. The area would be lowered several feet, and the material would be moved to the middle terrace and retained on site for cost savings. Updates include: Refinements to grading and earthwork Improved water conservation via nighttime irrigation New side channel and pond - dog-friendly to encourage diversion from the creek and riparian areas A "beaver relic" wetland and overlook Small bridges for crossing the side channel Gravel bars for access to the creek (2) and pond (1) Expanded riparian tree canopy Reference slides # 34-48 for additional concepts and details. Is the design on the right track?



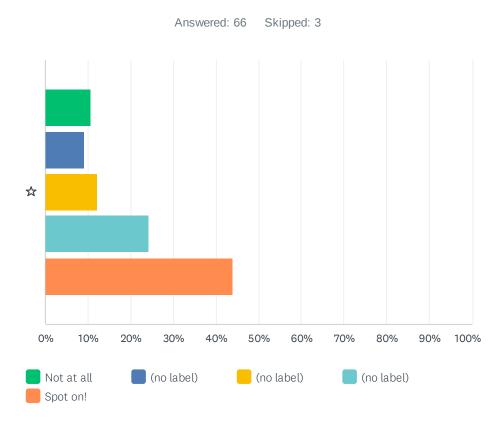
	NOT AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	SPOT ON!	TOTAL	WEIGHTED AVERAGE
☆	10.45% 7	13.43% 9	4.48% 3	23.88% 16	47.76% 32	67	3.85

Q5 Southern FloodplainWhat's planned:Minimal changes are proposed for the Southern Floodplain area, and the plan takes a light touch with strategic floodplain connections and the removal of invasive species. Updates include: Reduced trails to one (1) trail Reduced seating Reference slides #49-50 for additional concepts and details. Is the design on the right track?



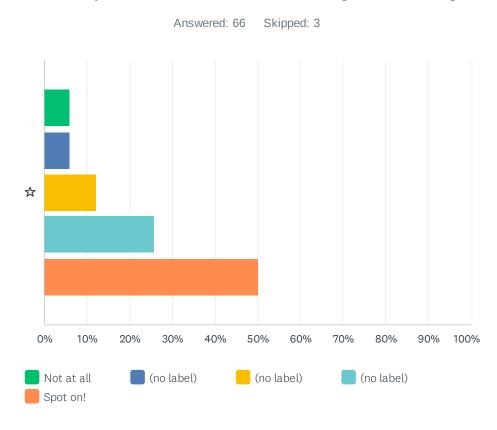
	NOT AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	SPOT ON!	TOTAL	WEIGHTED AVERAGE
☆	10.61% 7	6.06% 4	7.58% 5	37.88% 25	37.88% 25	66	3.86

Q6 Middle TerraceWhat's planned:The extra earth material from the Lower Floodplain will be used to reshape and define the Middle Terrace Zone.Updates include: Refinements to grading to ensure that all material remains on site Development of planting character zones that would include native wildflower meadows for pollinator species Expanded aspen groves for shade and biodiversity ADA soft surface trails Reference slides #56-58 for additional concepts and details.Is the design on the right track?



	NOT AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	SPOT ON!	TOTAL	WEIGHTED AVERAGE
☆	10.61% 7	9.09% 6	12.12% 8	24.24% 16	43.94% 29	66	3.82

Q7 The FairwayWhat's planned:The Fairway will be preserved as lawn, yet some improvements are needed to replace the inefficient irrigation system in tandem with the creation of the new pond in the Lower Floodplain. New amenities such as benches, picnic tables, dog waste stations, waste receptacles and disc golf baskets would be included as well. Updates include: Refined location of the ADA soft surface pathway Suggested locations for benches and picnic tables Reference slides #59-61 for additional concepts and details. Is the design on the right track?



	NOT AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	SPOT ON!	TOTAL	WEIGHTED AVERAGE
☆	6.06%	6.06%	12.12%	25.76% 17	50.00%	66	4.08
	4	4	O	11	33	00	4.00

## Q8 Any questions or feedback regarding the planting character zones?

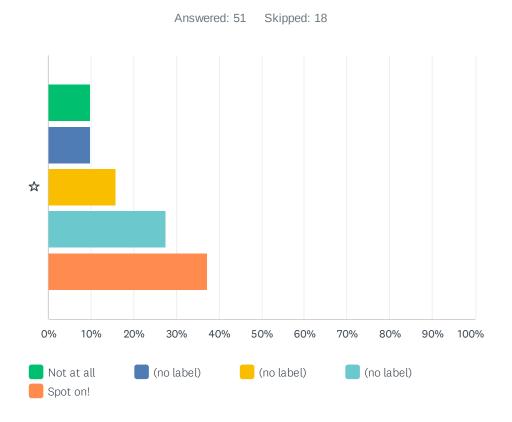
Answered: 20 Skipped: 49

#	RESPONSES	DATE
1	The dogs like to run everywhere and people like to space out. I don't think you need to plant anything.	3/3/2023 10:02 AM
2	No	2/28/2023 9:42 PM
3	This be overdoing. I think people enjoy it like it is. I would like to see dogs discouraged from entering the creek and accessing yards on Irene .	2/22/2023 2:21 PM
4	Saving water? How is this all going to grow?	2/22/2023 9:07 AM
5	Clearly the team knows what they're doing in terms of appropriate planting for the various zones; I have nothing to add there. My concern, and question, is will the entire preserve continue to be off leash for dogs? (I am a dog owner.) If so, I worry that dog activity will quickly wreak havoc on the plantings. I would not rely on dog owners to keep their dogs out of the planted areas. If dog owners are required to keep their dogs out of those areas, then the overall appeal of the preserve as a dog friendly area is diminshed.	2/19/2023 7:04 PM
6	Feedback: Maintain open areas for dog running, disk golf and uninterrupted open recreation space	2/18/2023 3:54 PM
7	This concept does not leave the large dog play area, which is an important social aspect of the park available any longer. now to be over planted and not an area for big dogs to play together, it's certainly not what the donors had in mind. Doubtful we would have contributed to an on leash dog park!	2/17/2023 11:44 PM
8	no	2/17/2023 9:34 PM
9	It's been impressive and appreciated to have such a clear visual and written presentation.	2/17/2023 9:19 PM
10	Yes, many. We don't need or want them. And just in case your last text box does not allow me to include my comments I will include some of them here. We contributed thousands of dollars to help preserve the dog park so it could be a DOG PARK not a forest, not a redone stream, not ponds, not a relaxation area, not flower gardens, not manicured walkways, not a visitor center etc. don't you get it the whole point was to preserve the character of a huge open grass area. Yes, I did want that grass to be mowed and irrigated, and yes, I think a drinking fountain would be appropriate. And yes, I think a few poop bag stations would be great along with garbage cans that were picked up regularly and I agree with handicapped accessibility at least to help handicap people get up to the main grass area but everything else is just invented by people who want to spend OUR money to push their environmental addenda and build things that we don't need and don't want IMHO. Jim Huyck, donor, dog owner, citizen.	2/17/2023 3:24 PM
11	Keep as is please, dont need welcome building or any other costly improvements. Just want a leash free dog park.	2/17/2023 3:16 PM
12	How will dogs be kept out of sensitive areas?	2/17/2023 12:40 PM
13	Will any planting be done for potential screening between the Preserve and the homes on the other side of the creek?	2/17/2023 11:05 AM
14	No dogs should be allowed in the replanted and repaired riparian zone near the creek.	2/17/2023 9:42 AM
15	Too much development. Less is more, if in doubt, skip the extra paved path or 'art' center. Get the entrance from norwegian woods and tone the rest down	2/17/2023 8:48 AM
16	Is there a robust native grass or mix of native grasses that replace the lawn? If they were low in height, that would also be nice.	2/17/2023 8:37 AM
17	No	2/16/2023 7:42 PM
18	Trails in middle terrace need to be WIDE!	2/16/2023 5:35 PM

### Warm Springs Preserve - Vision Plan Feedback

19	Native plants are great, just worried about invasive weeds/ plants with burrs and cheatgrass getting into dog's fur and paws. Also, people seem less inclined to pick up dog poop when it's out "in the field" (versus on a lawn).	2/16/2023 3:42 PM
20	I like	2/16/2023 3:36 PM

# Q9 Overall, do you feel like the concept design is on the right track?



	NOT AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	SPOT ON!	TOTAL	WEIGHTED AVERAGE
☆	9.80% 5	9.80% 5	15.69% 8	27.45% 14	37.25% 19	51	3.73

# Q10 Any additional thoughts, questions, or ideas regarding the Warm Springs Preserve?

Answered: 42 Skipped: 27

#	RESPONSES	DATE
1	Love the idea of connecting West Ketchum!!!! Our river ecosystem is a treasure for the community- not just the adjacent property owners who are accustomed to having a private experience.	3/5/2023 3:51 PM
2	too many paved paths, diverting dogs from the river to a pond is naive thinking, too many benches, tables and signage, visitor center is a joke and waste of funding, meadow and extensive landscaping will be trampled by dog use and suffer in the winter	3/3/2023 10:08 AM
3	Not enough handicapped/regular parking spaces? I may have misunderstood about green area including a golf scenario that in my opinion should be not developed—all green area for nature, paths, relaxation.	3/3/2023 8:46 AM
4	I am strongly in favor of the neighborhood access bridge to the southern floodplain at the end of Broadway Court with one caveat. I think this should be pedestrian access only. There is no good place for cars to park so I think this should be for pedestrian and bike access only.	2/28/2023 9:44 PM
5	I must express my opposition to the proposed bridge at Broadway Court. This would make a huge impact on what is a relatively tight and quiet neighborhood - full of families who enjoy the serenity of this area. The access to the proposed bridge is on a Private Road - not a city street. There is already very limited parking in the cul de sac and on the street on Broadway, and in the summer this parking is overflowing making it very difficult for trucks or emergency vehicles to access the area or turn around. In the winter, the road is often only one lane wide - allowing no on-street parking at all. The access to the proposed bridge is on what is now a fisherman's access meant to access the creek, not the land on the other side of the creek. There is no vehicle access on this pathway. The addition of more people and dogs would aversely affect the properties in the close neighborhood with potential trespassing issues . I/we hope to be able to speak with you in person to better address our concerns.	2/27/2023 2:56 PM
6	Everything looks great other than the South Access bridge (#5). Have you walked down this road? That access point would cause a parking and Emergency Services logistics disaster. Also one of the benches (and access via tiny loop trail) is in the riparian zone. It seems it should be removed?	2/27/2023 2:38 PM
7	While it is not covered in this survey, my family and neighbors have sincere concerns about the construction of the Neighborhood Crossing at Creekbend Court. We have lived on Broadway Blvd. at the junction with Creekbend Court for more than 20 years and border the right of way access at Creekbend Court. Any enhancement of this access (e.g., with the construction of a pedestrian bridge) will severely and adversely impact the quality of life in our neighborhood due to the infringement on private property, increased noise, and parking congestion on a narrow, dead-end street which is almost fully lined with single family homes, many of which are owned by families with young children. We are a supporter of the Preserve and contributed financially to its acquisition by the city. We feel the existing accesses to the Preserve should be adequate for those who wish to hike the proposed Ridge Trail. The right of way access at Creekbend Court is currently used by Warm Springs residents and visitors every summer. Additionally, public comment has opined that the Southern Flood Plain should be left as naturally as possible, and we agree. Additionally, the Southern Flood Plain is aptly named as in major snow melt years, the entire plain is under water. My family, neighbors and I strongly recommend that no bridge or further enhancements be considered within the Preserve improvement plans or the city at the Creekbend Court right of way.	2/25/2023 2:45 PM
8	I like the idea of the irrigation pond with beach for dogs to access water and keep dogs and people from degrading the creek bank and accessing property in residential areas.	2/22/2023 2:24 PM
9	We really need an area away from the main fairway for people to play with their dogs and accessible to all. How are we going to pay for this? Interesting that WRLT hasn't actually given	2/22/2023 9:10 AM

### Warm Springs Preserve - Vision Plan Feedback

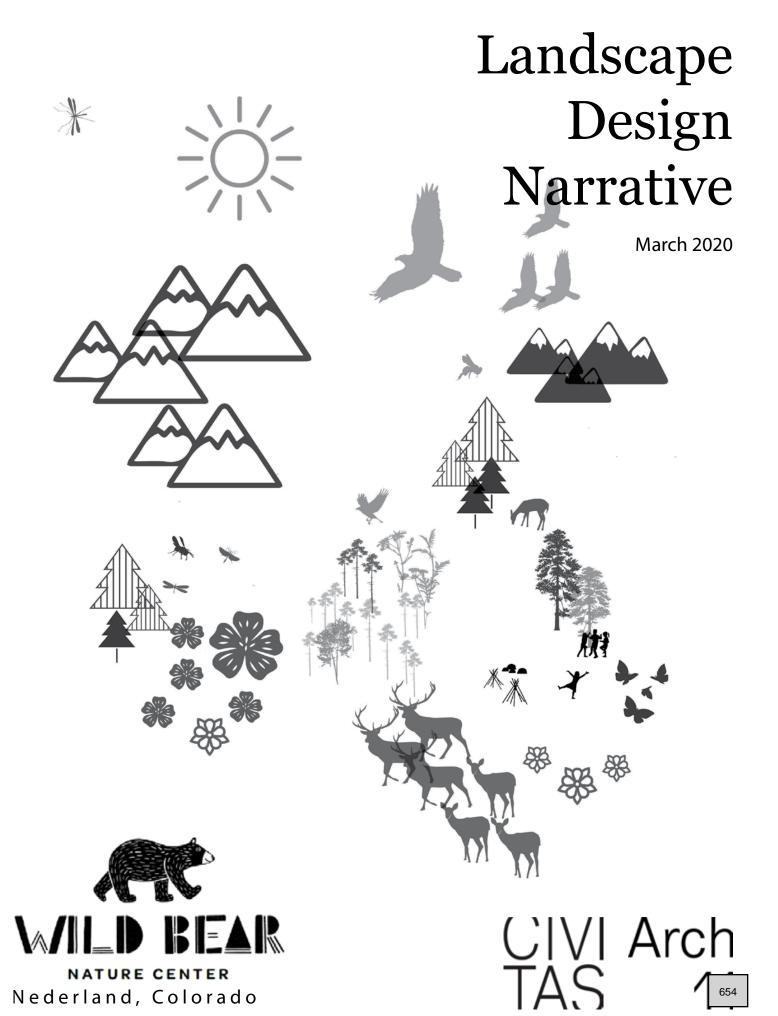
	their funds to the project whilst the rest of us have.	
10	We built our house here on Shady Lane since 1974. Our family opposes your proposed enhanced access to the preserve through Norwegian Woods. 1. Shady Lane ends up against the steep slope/ of Baldy in a constricted 3 point turnaround . Fire trucks, Safety vehicles, sanitation vehicles have difficulty turning around in both summer and winter even with no cars parked. The FIRE DEPT already restricted access from Shady Lane to Norwegian woods development to 3 lots ONLY due to safety concerns of getting their vehicles getting IN and OUT. People parking and blocking the path for fire and emergency is NOT SAFE . 2. Norwegian woods is private property. private property/No trespassing signs have been posted ever since I was 12 years old. If you encourage an enhanced access from Norwegian woods then it seems you are encouraging continuous trespassing across private property. Ken Dryer from Norwegian woods has continuously replaced no trespassing signs only to be ripped down by others. He has asked police to help enforce it. Poor Ken had to defend himself from Brandon in a fight from the condos. who came on to Norwegian woods land , who built a SECRET GATE to let his dog run free on Norwegian woods , unsupervised on his property. When the dog barks, the owner opens the gate to let the dog back in. encouragement of an enhanced access makes people feel they have a right to trespass. It seems that if you build an "enhanced entrance" you are encouraging this since there is no legal way to get to your park. Thank you for the opportunity for input.	2/19/2023 10:05 PM
11	My primary concerns are in relation to dogs and their owners. (Again, I am a responsible dog owner.) I like the gravel beach areas; from the renderings it appears those are areas for dogs to access the water. However, the presentation materials do not give me a clear picture about access to the current stream (not the diversion areas). Is that access going to be restricted, and if so how? Currently, as you know, the river access along many parts of the preserve has been seriously damaged and/or degraded by dogs and people. I'm assuming that the plan contemplates restoring the river access but how can you possibly insure that it will remain restored? The stream access is a huge amenity in the summertime for dogs. I believe the stream banks should be restored, I just have a hard time imagining that people won't want to access the river with their dogs. My other concern is accessing the upper fairway with a dog. I love that the upper fairway will be left mostly open for dogs. We need a place where dogs can run after balls, play with abandon with other dogs, etc. However if the access to the upper fairway is along the soft paths, I worry about (uncollected or partically collected) poop on the walkways (as opposed to dogs being able to poop in the planted areas. Poop can be messy and not easily cleaned up so I worry that the pathways will get dirty quickly and not great for families with little kids to walk and play on. Other than that I think you all have done an amazing job contemplating and designing the new preserve. Thank you!	2/19/2023 7:29 PM
12	While the parking plan for 24 cars seems adequate, we as neighbors and regular users have often found the lot to be full in all seasons. Perhaps the snow storage area should accomodate more parking spaces in times with no snow. Additionally, some open areas like the new flood plain are now programmed for planting and pathways which while pleasant for walking, will greatly reduce the open areas now enjoyed all year long as open fields supporting recreation of all kinds. Please consider that the walking trails proposed will replace these open areas, and its not like we are short of walking/hiking trails nearby.	2/19/2023 10:32 AM
13	Not big fan of the frisbee golf but other must like it if it made it this far in the process	2/18/2023 2:19 AM
14	Access to the park is imperative, and the plan facilitates this goal. This is a bike-friendly town; need better bike access into and out of the park, to ride a bike up Heidelberg hill to Adams Gulch, around Sunnyside/Shadyside, back down the hill, to the park and then ride the connector trail to Atkinson's Park for a picnic. Do a nice trail ride loop by bike into/out of WSP and into town. No car. That's a nice way to spend an afternoon.	2/17/2023 9:43 PM
15	Only that the p. 72 concern for the "management of dogs" does not take away an off-leash, running free area for valley dogs.	2/17/2023 9:26 PM
16	I think access/neighborhood bridge to broadway ct is an absolute must. The bridge can be very minimal/low impact and perhaps no parking/limited to pedestrian access. So is there no bike through path? this would be a great way to get from warm springs to ketchum! Also, YES on fat tire trail in winter. (can use nordic trails and the through path?)	2/17/2023 4:04 PM
17	Can anybody tell me how many times I am allowed I took to take this OK survey? Obviously if citizens can take the survey more than once it is not fair to anyone. (it may not be fair for other reasons, but that's not my point.). Also, regarding the huge sign that was put up when funds were being collected to buy the property the first two items listed were to preserve green	2/17/2023 4:03 PM

### Warm Springs Preserve - Vision Plan Feedback

	space, and to have an off leash dog Park now the proposal is called "more than a Dog Park!". This is false advertising, very misleading.	
18	Great work. Thank you for all your efforts. This will be a wonderful community resource.	2/17/2023 3:48 PM
19	I think I pretty much expressed my comments in the last text box. The dog park was charming the way it was when we contributed to save it. We wouldn't have donated at all had we known it was going to be filled up with all kinds of special "projects".	2/17/2023 3:30 PM
20	I was at ine of those meetings and we all wanted to keep this preserve simple. What happened? Is this another typical government (ketchum) over-reach. Please modify this and leave out 3/4 of all the new stuff listed. Even the bridges look hideous. We could have some locals build nice simple benches.	2/17/2023 3:19 PM
21	Can ADA pathways be made to look more natural? This city needs to start licensing local dog walker businesses. It would be safer for the dogs and provide a source of revenue for maintaining public spaces. There needs to be a limit as to how many dogs one person can walk in order to maintain control of the dogs and clean up waste. I've seen one person open the back of their SUV and allow 7-8 dogs to jump out and run in all directions. One person per 3-4 dogs seems reasonable.	2/17/2023 12:49 PM
22	NO BIKES!!	2/17/2023 11:22 AM
23	Access to the creek by people and dogs is contrary to riparian health. Will this be addressed?	2/17/2023 11:05 AM
24	Important to remind disc golf players that it is primarily a preserve and dog park and sharing with everyone includes being mindful of likely intrusions to their course including dogs grabbing discs!	2/17/2023 9:59 AM
25	The plan should eliminate the encouragement of dogs to the replanted and repaired riparian areas along the creek. The gravel bar paths to the creek should be eliminated from the plan.	2/17/2023 9:44 AM
26	Can you please incorporate pedestrian facilities for the many neighbors who access the preserve by foot?	2/17/2023 8:38 AM
27	Need more of an idea on the layout of the disc golf. I feel there is a lack of direction there	2/17/2023 8:22 AM
28	How can you proceed with permits and drawings if you don't know what your funding source will be? It seems like Ketchum should be much more concerned with resolving the housing issue than a \$9Million dog park and why was it ever limited to 24 parking spots?	2/16/2023 10:00 PM
29	1. The existing nordic trail is very well laid out and maintained. Thanks for that, it is very enjoyable. Signage is needed to ask walkers to avoid trampling the classic skiing tracks since many seem unaware of this issue. We are also concerned that extensive wetlands may negatively affect the current track layout. 2. The proposed area for local art is not at all in line with the spirit and intention of a nature preserve so we would vote against that. 3. The southern area needs more than one trail, especially if this is ever to be connected to West Ketchum. Any ideas of limiting access or use of this area are contrary to the concept of a park being for the residents of Ketchum. We are surrounded by millions of acres that exist in their natural state which involve limited or difficult access. The concept of this park is not to just add to those millions of acres but to have an area that has that feeling but with easy trail access so that everyone can enjoy it, regardless of their age or level of mobility. 4. We like the idea of being able to ride bikes into and through the park but this may require separate bike trails. It is likely that bikers will be chased and harassed by the many dogs in the park that are not under physical or voice control.	2/16/2023 8:17 PM
30	Everyone that uses the park should help pay and maintain it.minimal \$ at the gate? Buy a pass for the constant users? I don't think the taxpayers of the city of Ketchum be held responsible in our taxes for maintaining the park . everyone utilizing the park should put it into it.	2/16/2023 7:47 PM
31	The entrance station is too modern. And the interpretive areas and planned development is to urban for this area. this is a local hangout - and it feels like what is planned should be in Central Park. In fact it reminds of the West side of NYC by the old battery park - too urbanized	2/16/2023 5:46 PM
32	The area below the fairways looks far too formal and discouraging for wandering and exploration. It gives the impression that you would be asking dogs and people to have extremely limited freedom, and the area will feel confining and formal city "park like". There should be a toilet facility at the far end. People are using the bushed now.	2/16/2023 5:44 PM

### Warm Springs Preserve - Vision Plan Feedback

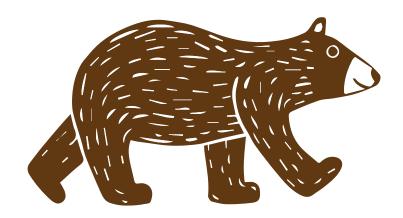
33	A great deal of really good work has been doneand it is very exciting. This preserve will be a great asset to the community. I do have a couple of concerns/suggestions I would like to see considered and discussed: 1. I hope we do not over-develop the Preserve and we leave it as an example of open space, animal habitat and Nature's beautyas opposed to too much man made "improvements." 2. I believe strongly that the "neighborhood bridge" at Broadway Blvd. is a very bad idea and in a very bad location. It is very important to have time for a thorough review of that propose bridge before it is approved or becomes deemed approved because it is in drawings. The existing foot trail access to Warm Springs Creek at Broadway Blvd. gives very good access and can be improved if necessary. Good access is important, but too many access points damages the Preserve and the adjoining areas. The Preserve will have good access at the main entrance, pedestrian bridge to West, and other propose entrances. The neighborhood bridge concept is harmful, not helpful to the Preserve.	2/16/2023 5:37 PM
34	This is A LOT of money for this project at a time when DONOIR FUNDS are needed in affordable housing	2/16/2023 5:36 PM
35	Again, I am strongly against access from Norwegian Woods. The area is dense with resident parking and existing homes and already poses an emergency evacuation hazard. Please don't exacerbate the situation.	2/16/2023 4:57 PM
36	It would be nice to maintain the feeling of the mown field (fairway) for dogs to romp in. It helps to give a freer more, open feeling. The trails are nice, but a little urban	2/16/2023 4:19 PM
37	I hope there are access points to Norwegian Woods and Ketchum.	2/16/2023 4:17 PM
38	Not happy with the location of the structure near the parking lot. It is in the line of site of the property owners on Bald Mountain Road	2/16/2023 3:50 PM
39	Parts of it look like they plan to do too much. Maybe not so many hard features like tables and signage. I think I heard that some rich lady hates bicycles, but I hope they will be allowed with a speed limit.	2/16/2023 3:42 PM
40	Excited for the new dog park. Hopefully the new irrigation pond won't fill up with algae	2/16/2023 3:42 PM
41	Please extend grass lawn area west of parking lot (southwest of maintenance shed) - any water or stream in that area would also be appreciated by the dogs - thanks	2/16/2023 3:37 PM
42	It looks great!!	2/16/2023 3:30 PM



# ild Bear's mission is to foster a lifelong appreciation of the environment and promoting an environmentally aware, responsible and ecologically sound community.

The new Nature Center Building and Landscape will be an inclusive and welcoming place for all people, expanding the organization's role as a destination for environmental education.

lodgepole pine tree *Pinus contorta* 



### This booklet is

a summary of the landscape design concepts developed in collaboration with the Wild Bear Nature Center Board and Building Committee, Civitas (Landscape Architecture), Arch 11 (Architecture), and Ecos Communications.

# We are nature.

For 25 years, Wild Bear has helped children and adults forge lifelong connections to nature through creative exploration of the outdoors. Specializing in mountain ecology, Wild Bear will welcome visitors and students to its new hands-on nature center and landscape and continue to provide year-round educational programs for people of all ages. The following principles guide the landscape design concepts described and illustrated herein:

# **Landscape Principles**

# 01 Walk Lightly on the Land

Preserve and enhance natural character of the place, and accentuate its special qualities

# 02 Create a community hub

A place to connect, learn, discover

# 03 Curate opportunities for discovery and learning

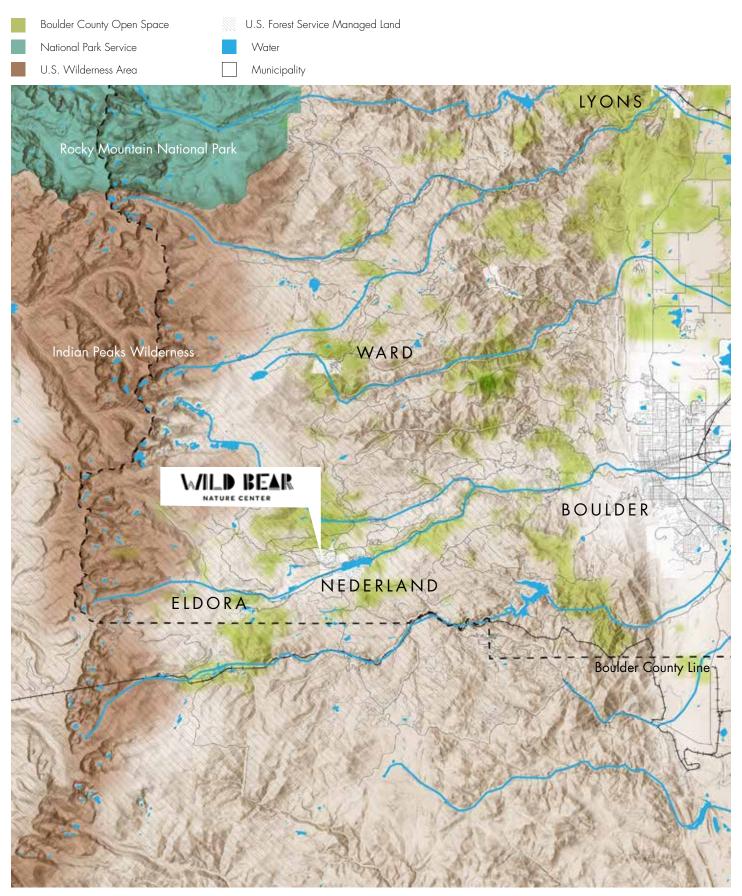
Fostering deeper connections, appreciation and curiosity for the natural world

# 04 A Place for Everyone

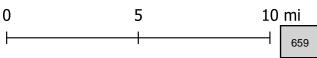
Access and activities accessible to people of all ages and abilities



The new Wild Bear Nature Center will be integrated with and celebrate the ecology of the region



Context: The Nature Center is located in the Town of Nederland, in Boulder County, adjacent to the Indian Peaks Wilderness and extensive open space lands.



### Work with the Ecology of Site and Region

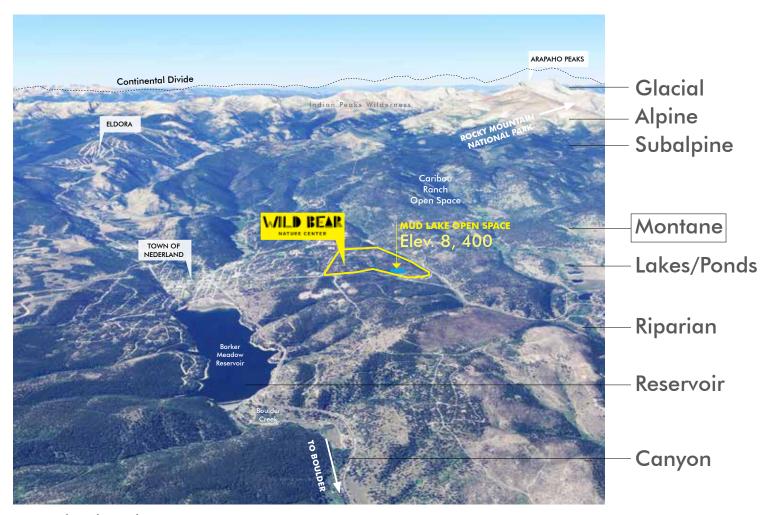
The new Wild Bear Nature Center is located on a 5-acre parcel nestled inside the 230-acre Mud Lake Open Space, at approximately 8,250 to 8,600 feet elevation. The site is also connected to Caribou Ranch Open Space and the Indian Peaks Wilderness through roads, hiking and biking trails.

Generally the montane ecosystem is characterized by a great diversity of plant and animal species, including bobcat, coyote, elk, moose and mountain lion and a wide range of birds, insects and plants. The Nature Center site itself has a history of mining and logging, and therefore is dominated by a regrowth of lodgepole pine with limited stands of ponderosa pine and aspen. The understory is thin and underdeveloped, and offers opportunities for restoration and soil enhancement.

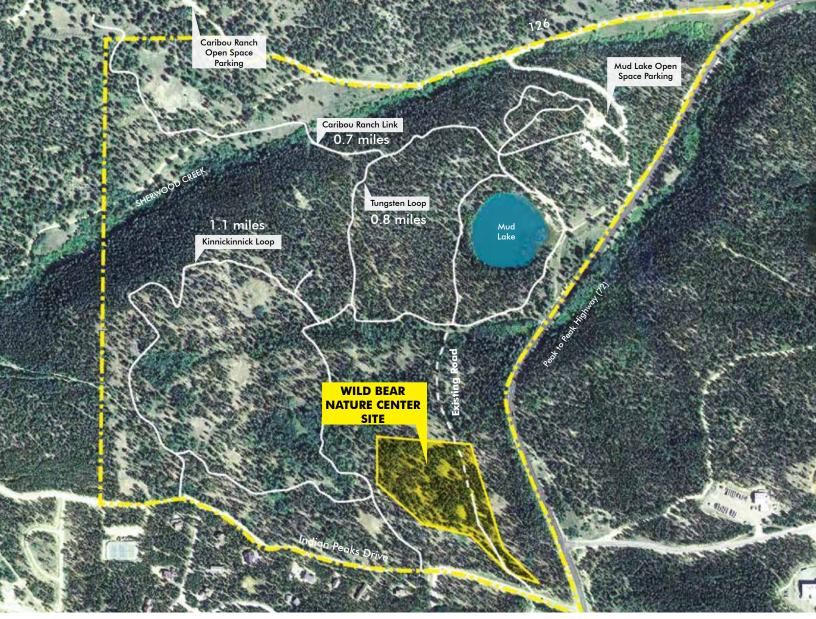
The proposed landscape concepts aim to celebrate and enhance the condition of this montane ecosystem to expand biodiversity, habitat and opportunities for discovery and education about this unique high-alpine environment.



Primary vegetation zones in Colorado. South-facing slopes receive more solar radiation than flat surfaces, and north-facing slopes receive less, creating these microclimates.



Regional Ecological Zones



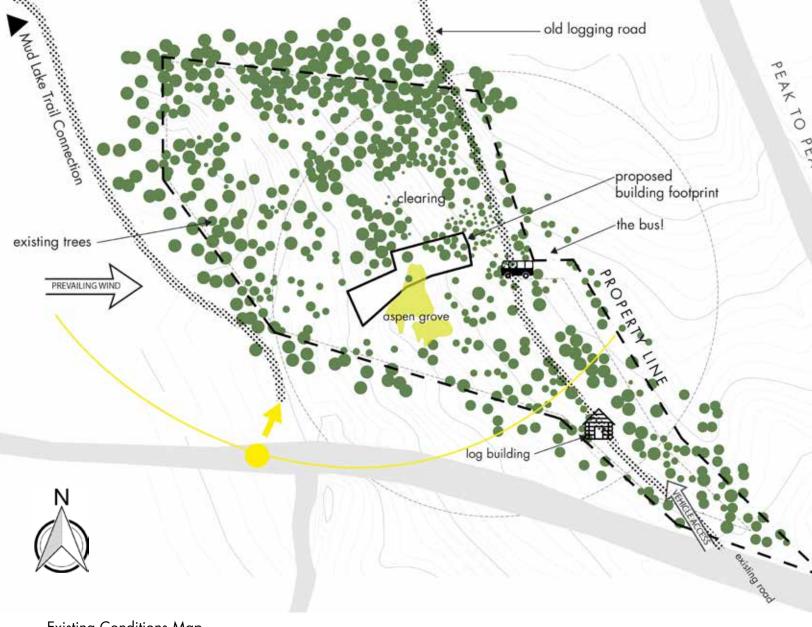
Location within Mud Lake Open Space

### **Outdoor Program**

The following program was outlined in the Wild Bear Design Brief issued in the Fall of 2019. Creative designs for integrating outdoor and indoor educational and public zones were identified and include:

- Hiking and dog walking trails
- Snowshoeing, cross country skiing
- Identifying and celebrating local features of flora and fauna – xeriscape gardens or exhibits, interpretive trails
- Outdoor arts and sculptures
- Fairy garden central creative, artistic space where children can create and build things.
- Biking on nearby trails; people will be arriving by bike
- Outdoor events Enchanted Forest, formal programs, classes, entertainment
- Self-guided opportunities inclusive for all physical abilities
- Composting/disposal for dog waste
- Bicycle Parking Area
- Hitching posts for horses
- Outdoor Patio and or Deck Space: with seating and or tables. Prioritize ease of access and views

- Ski/snowshoe racks
- Abandoned Bus Outdoor Exhibit: location on site to be determined.
- Outdoor Equipment/Trail Maintenance Shed
- Lockable gate on driveway to secure it
- Amphitheater
- Underground gathering space for programs/exhibits
- Parking
- Observation tower to be placed for mountain views should have seating space & area where telescopes could be used
  - o Designed as an outdoor education space, possibly integrated with amphitheater. Would be great to be able to host 20 people for formal programming (star watching, bird watching)



Existing Conditions Map



An existing bus is a prominant feature of the existing site



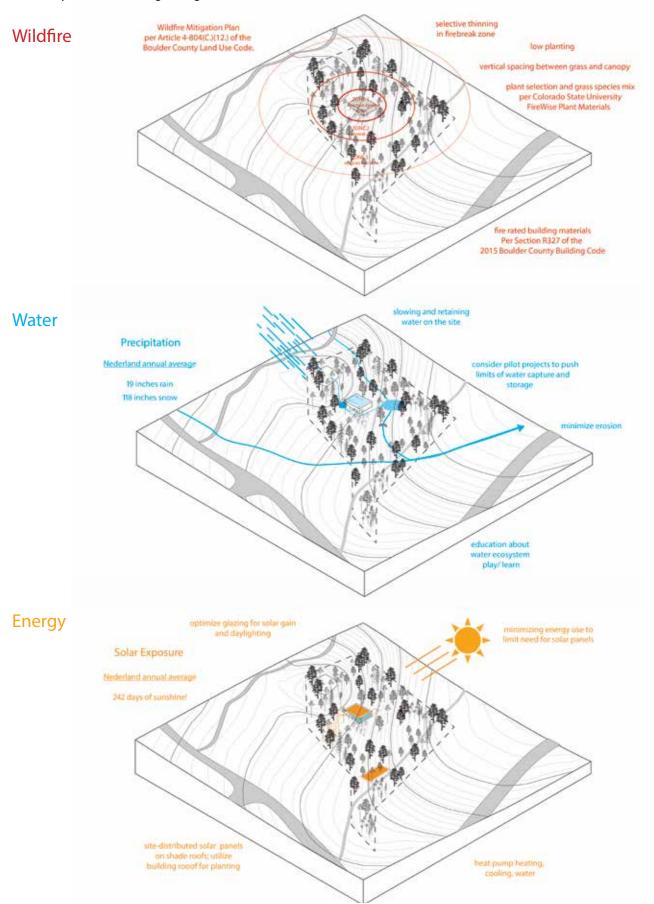
An existing young aspen grove is located near the future proposed building site

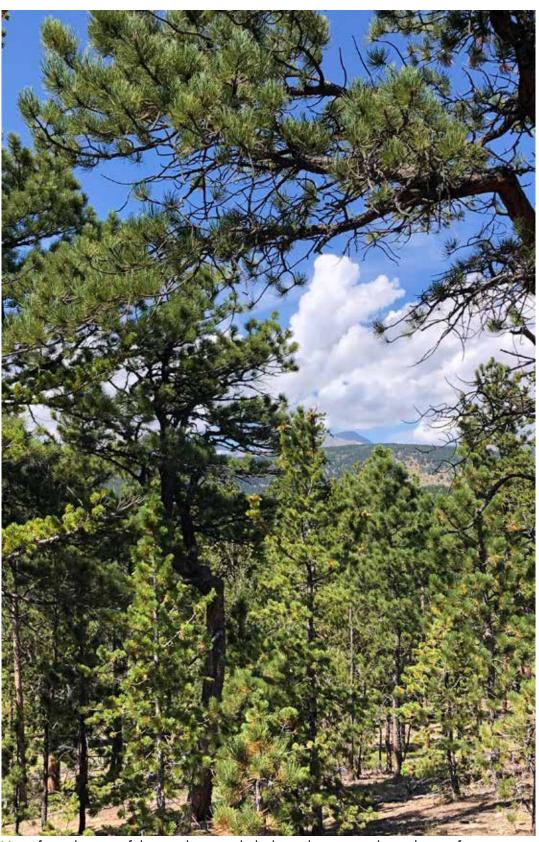


The understory is underdeveloped and as a result soil depletion and erosion are issues

# Site Systems

The following environmental systems were analyzed and incorporated into the landscape and building design.





View from the site of the predominately lodgepole pine and ponderosa forest



Restore native vegetation and enhance soils

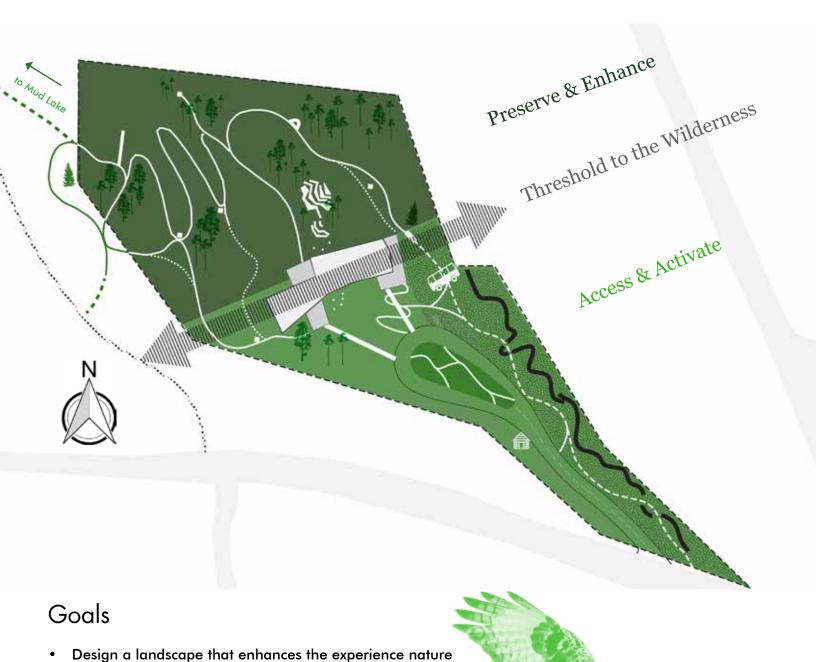
Create nature playscapes for learning and free play Develop places for discovery, outdoor classrooms and

Connect to trails

informal learning places

Incorporate interactive pause places

# Landscape Zones









Wild Bear Nature Center Rendering Main Entrance





### Hillside Ponderosa Meadow Ponderosa forest with tallgrass understory





# Outdoor Learning Meadow + Bus grassy terraced activity areas

### Seasonal Creative Play Garden

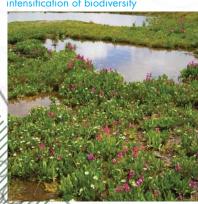
planted with materials for fairy gardens, educational exploration and interaction

# Ecological Systems

Opportunities for enhancing the existing ecosystems and plant communities to further support habitat and biodiversity.

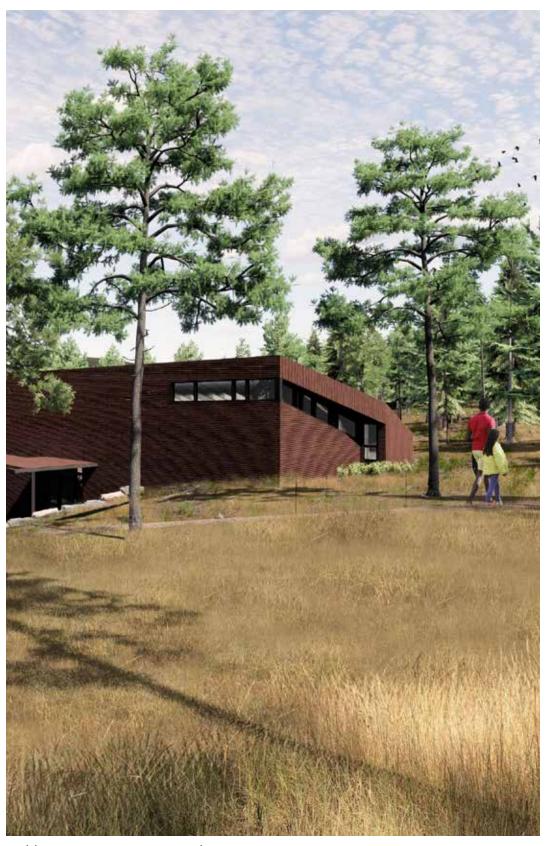
### Wetland Glade

exploration area for riparian plant and animal species intensification of biodiversity









Wild Bear Nature Center Rendering North Side

The landscape design includes three primary categories and types of design: the nature playscape area, the outdoor amphitheater and classrooms, and a constellation of observation stations

# Landscape Typologies



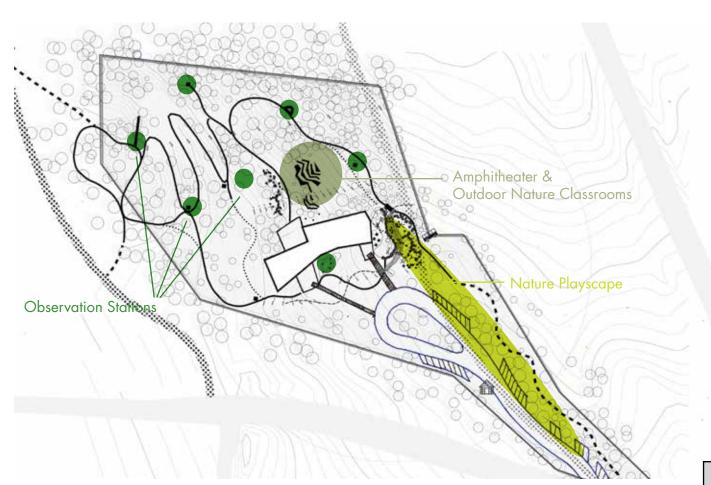
Nature Playscape



Amphitheater & Outdoor Nature Classrooms



**Observation Stations** 



# Nature Playscape

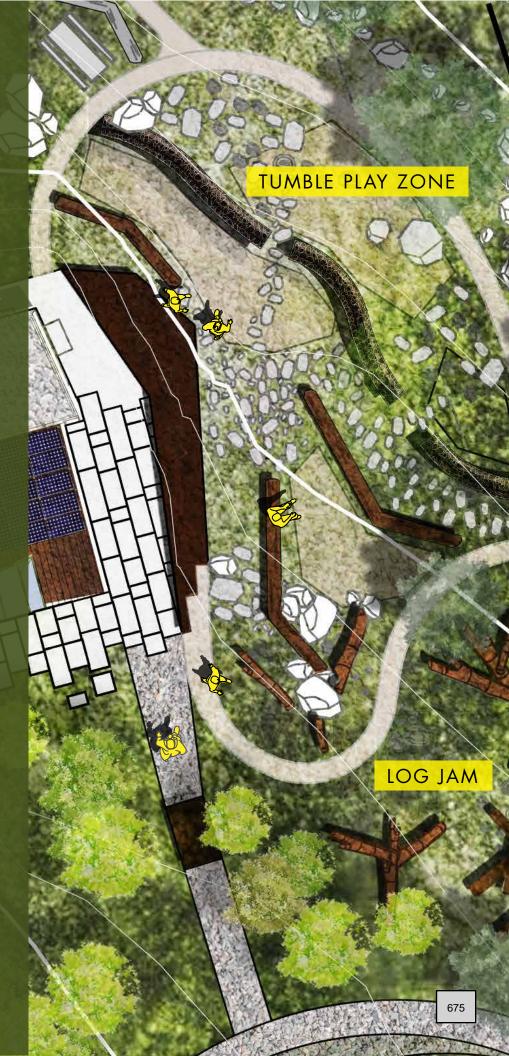
### Vision:

A nature playscape is a designed landscape made of natural materials and integrated in the landscape. The design should be a resilient version of local habitats that celebrates biodiversity, connects children & families with nature and promote health & well-being, while nurturing an environmental ethic. The playscape engages childrens' senses as they explore, discover and learn and is an accessible, joyful & safe destination for nature-based experiential education. At Wild Bear, the nature playscape is inspired by the surrounding geology, forest, and incorporates a central sculptural "play wall" that represents the continental divide and includes a variety of educational and play elements.

The overall nature playscape includes many opportunities for:

- Learning about the geology, montane ecosystem and life-cycle of the forest
- Shelter building
- Mud, sand and earth play
- Climbing and gross motor skills
- Hill slides
- Places for crafts and outdoor projects
- Mazes and child-scaled trails
- Open ended paths
- Anarchy zones
- Loose parts
- Quiet places
- Water works
- Wildlife and plant species observation
- Boulders and
- Weaving
- Seating for adult supervision
- Clear boundaries

In general, this designed play landscape should inspire exploration, curiosity and wonder.





# Nature Playscape Section



Gateway

# Woodland Meadow Walk

peaceful walk through textured grass and wildflower understory as place to explore meadow species and observe birds and insects Wildlife Maze Gardens

play with living nature, make, weave, craft and harvest from planted gardens accenting unique alpine plants, design for close observation and fine motor skills Timber Forest

fallen logs, stumps, v posts and cut timber of dynamic and gross playscape

### less active









Moss Garden

The Meeting Place

Tumble Playscape

rertical create a motor

a secret fairy garden hidden through a passage in the wall varying platforms and table top surfaces for climbing, sitting and gathering geologic playscape with rocks, sand, mud, and loose parts for free form play

### more active



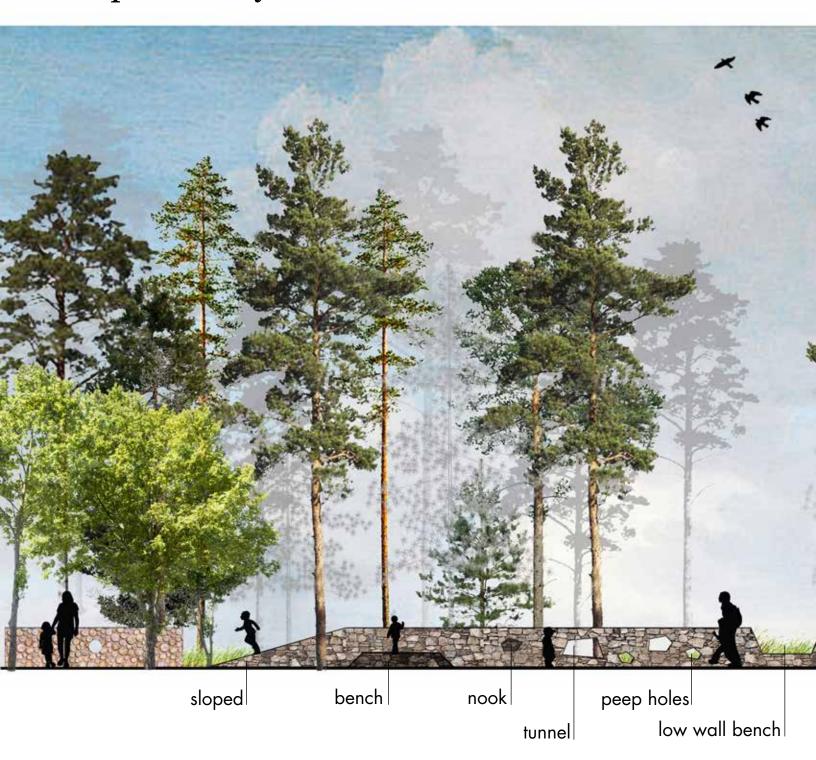






678

# Sculptural Play Wall



# STACKED LOG WALL

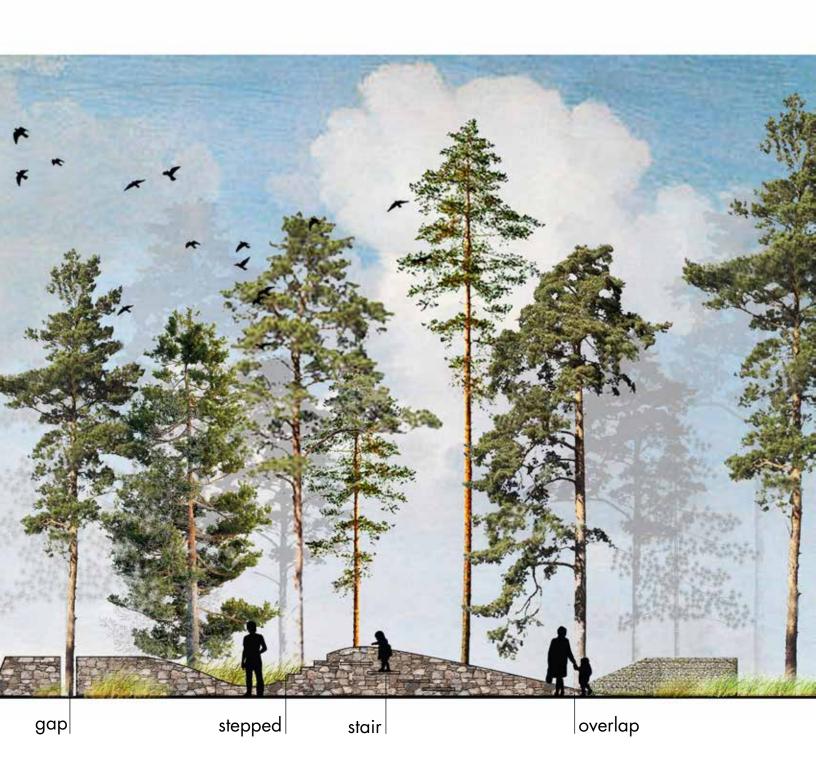




# STACKED STONE WALL







The scuptural play wall can be constructed of various types and scales of natural materials, but mainly wood and stone.

The wall should vary and optimize the experience of play and opportunities for learning about this unique environment.

### **GABION WALL**





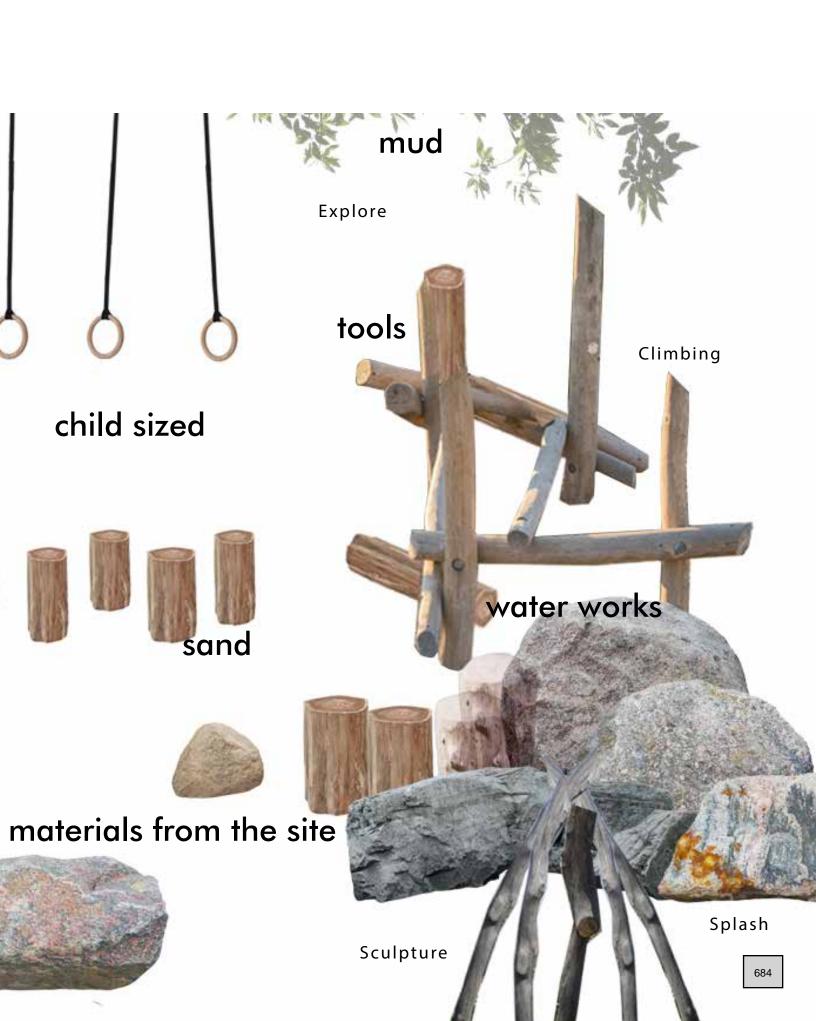


Wild Bear Nature Center Rendering Nature Playscape



# Nature Playscape Elements





# Amphitheater & Outdoor Classrooms

Vision:

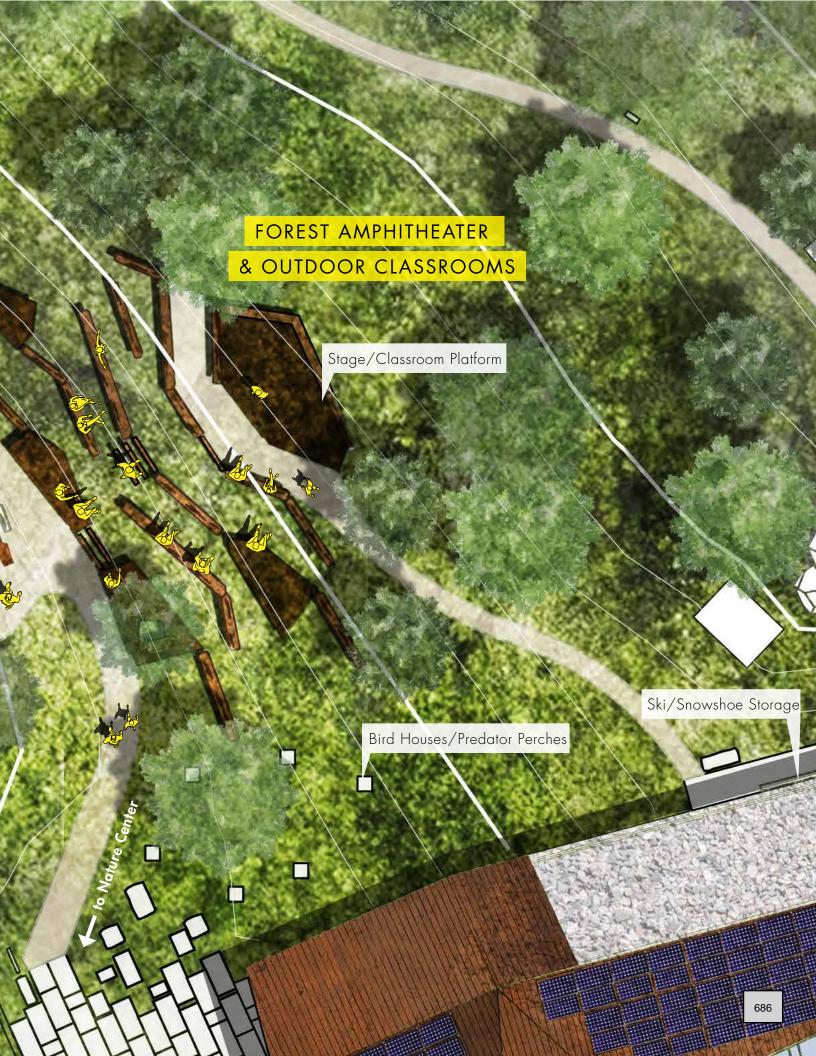
The amphitheater and outdoor classrooms will provide spaces for seating and gathering adjacent to the Nature Center building.

The amphitheater is a flexible and hybrid space, that can be used for small, medium or large groups. The log benches that terrace down the hillside can host as many as 100 people seated looking towards the large stage on the downhill side.

For smaller groups or school programs, the wooden platforms can hold 5-10 people for small instruction, conversation or activities.

The design also includes an outdoor fire pit for community gatherings.





# Amphitheater



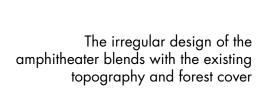
Informal log benches. Use beetle-kill wood timber, if possible

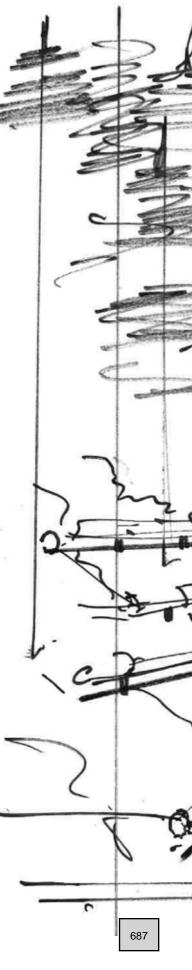


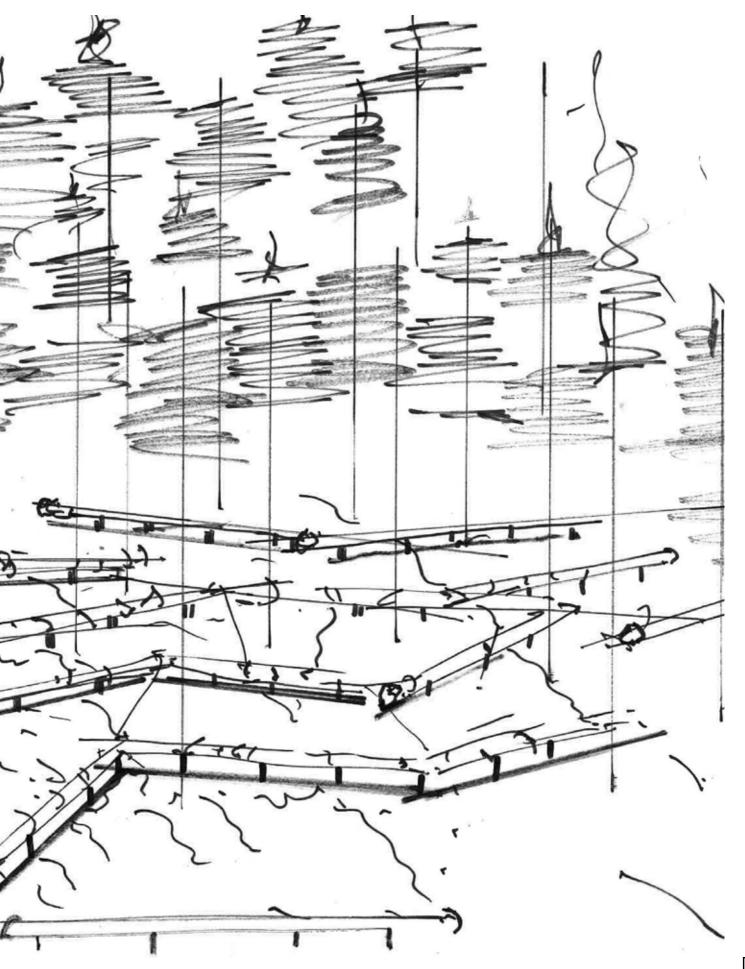
Wooden platforms that terrace and step down the hillside



Natural timber steps set into the hillside with steel braces







# Observation Stations

#### Vision:

The constellation of observation stations are inspired to encourage visitors to learn "how to be a naturalist" and will be programmatically developed in conjunction with the larger Wild Bear exhibit strategies and a 'junior ranger' or scavenger hunt type program. These distributed landscape moments should be self-guided, invoke the senses and integrate the elements. Examples of this include:

- Provide children with a passport or naturalist notebook for notes, sketches.
- Include a scavenger hunt for kids and families to follow. Build posts with rubbings at each station for visitors to mark notebooks.
- Develop an orienteering program for visitors to learning skills for basic wildlife tracking, wilderness survival, animal tracking, bird language. Include station with sundial for basic orienteering.
- Focus on different scales or elements of nature.
- Provide sensory themed learning trail.
   Focus on smell, touch, sound, sight, taste.

Smell: Learn about the vanilla scent of ponderosa pine
Touch: Compare two different tree species with sense of touch
Listen: Stay quiet and listen to

bird song

- Other observation stations could include:
  - Look at tree ecologies, roots and undergrowth, bark, branches, insect, animal habitats, leaf structure, photosynthesis
  - Understand issue of pine beetle
  - Study geological differences of rocks on site
  - Understand fire ecology





# Observation Stations

There are three levels and types of "observation stations included in the design. Type 1 is a larger more architectural intervention, Type 2 is a medium platform for a small gathering and to observe or study a single environmental element, and Type 2 is a small sign or art feature that can be discovered.

TYPE 1 | INHABIT 5-10 people



TYPE 2 | OBSERVE 3-5 people



TYPE 3 | PAUSE 1-2 people



#### ALL STATIONS INCLUDE THE FOLLOWING:

- 1. Small flip panel or signage plaque describing intent of station
- 2. Include rubbing station at each of the station for children and people of all ages to interact with
- 3. A bench or seating element

#### **MACROSCALE:**

A larger architectural intervention that can be inhabited by a larger group of people for more prolonged gatherings, events or activities Connects with the larger scale landscape, looking outwards, macro/regional scale understanding.

example: sky nest, canopy walk

#### MICROSCALE:

A platform space for small gathering Encourages the investigation of a smaller detail. Platform focuses view on a particular landscape element, species or environmental aspect Stations include a bench or seating element, interpretive sign, rubbing/activity,

example: forest floor study platform

#### **ART+NATURE:**

A brief moment to pause along the trail and discover a surprise element or educational moment Simple interpretive sign post with sign or challenge, "hidden gift", sculpture or piece of art

**example:** simple interpretive sign + artwork

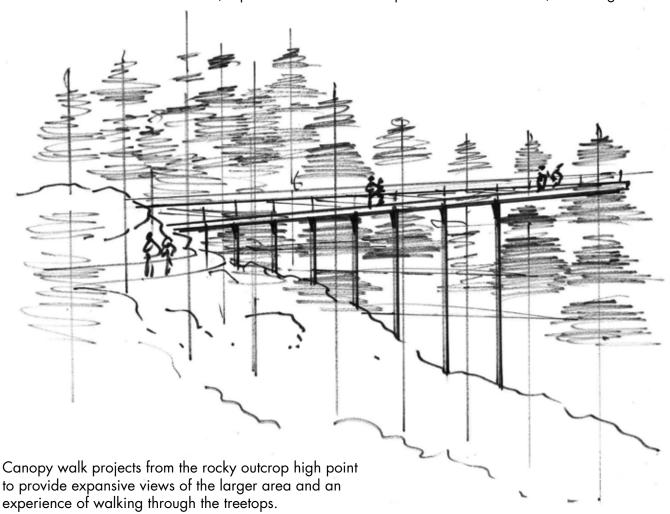
# Observation Station | Type 1 Example Canopy Walk



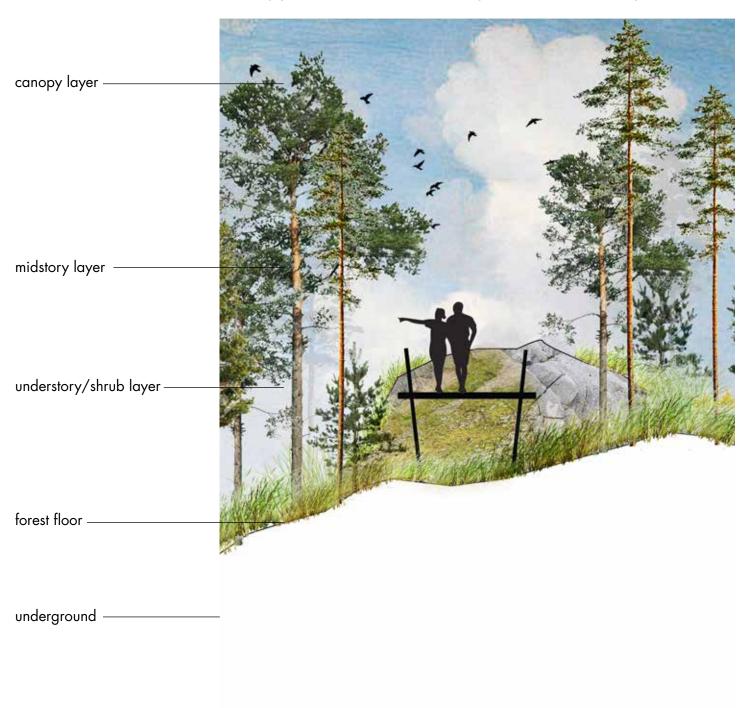
Boardwalk deck should be accessible, if possible



Incorporate natural materials, or mining aesthetics



# Canopy Walk Section - Study of the Forest Layers





### Type 1 | Sky Nest

Partially set into the hillside, this feature could be constructed from wood or masonry, and would act as a gathering place for looking up and observing the sky and treetops above.



### Type 2 | Platform

These intermediate sized elements would include a simple platform that integrates with the existing slope and forest, aimed at focusing the visitors view on a unique detail about the forest, such as the forest floor or shrub layer, or a special plant species.

This platform example is constructed of log ends.



### Type 2 | Platform

This example hybridizes different natural materials to highlight unique landscape conditions.

Small groups or classes could also take place at these platforms in the forest as part of Wild Bear's educational programming.



#### Type 3 | Pause

Seating that highlights a unique feature or element of the landscape, or possibly a piece of natural sculpture. These moments are intended to show visitors the connection between people and the landscape through the relationship of art and craft.

Benches and artworks should incorporate natural materials and materials from the site as much as possible.



### All | Signage

Simple signage made of natural materials or corten steel that incorporate unique educational messages about the site and surrounding forest context, as well as the work furthering the mission of Wild Bear.



#### All | Rubbing Activity

A custom designed activity that is connected to a map or scavenger hunt to encourage and support greater exploration and appreciation of the ecosystem.

# MT. CRESTED BUTTE TOWN PARK & WEDDING GARDEN

Schematic Design Plan August 2021





"The great thing is that the park is on a hill and the difficult thing is that it's on a hill"

Tim Roybal

#### TOWN OF MT. CRESTED BUTTE

Isa Reeb Town Manager

Tim Roybal
Director of Parks and Open Space

#### SUPERBLOOM

Landscape Architecture Community & Regional Planning

23 Lincoln Street, Suite 200 Denver, Colorado 80203 +1720 superbloom.net

Diane Lipovsky, RLA Co-Founder/Principal

Stacy Passmore, AICP Co-Founder/Principal

Helen Davidoski Landscape Designer

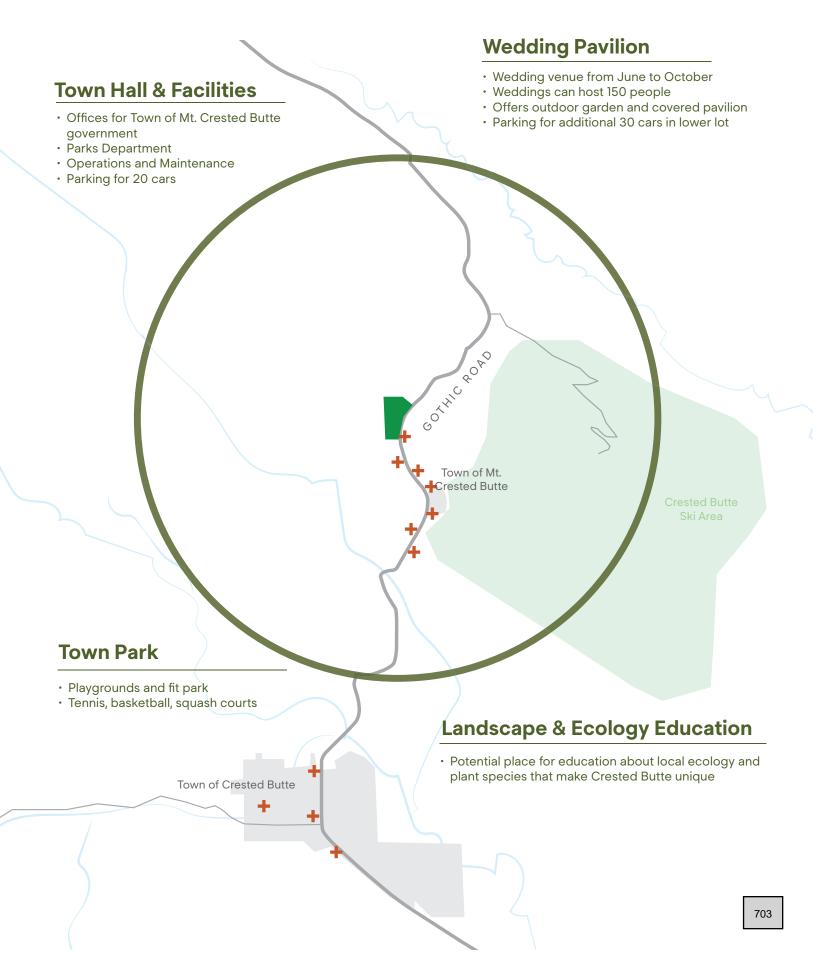
#### MT. CRESTED BUTTE TOWN PARK & WEDDING GARDEN

This Report is a summary of a schematic design level study of the Town Park & Wedding Garden.

Working with the Town of Mt. Crested Butte, Superbloom synthesized the initial analysis and research to create a schematic design master plan for improving the accessibility and safety of the park. The design proposal focuses on the connectivity, accessibility, year round use, and ecological elevation detailed here.

# **Table of Contents**

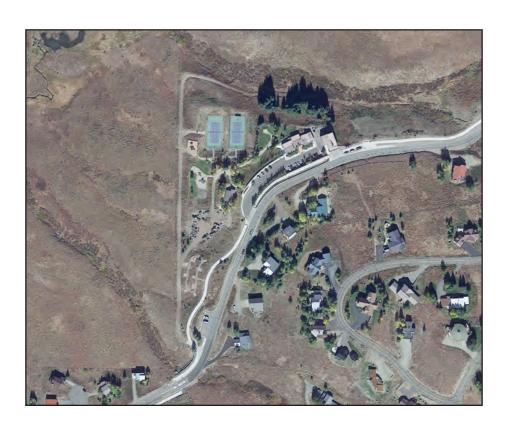
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# **Context & Identity**

# Mt. Crested Butte Town Park & Wedding Garden is an Essential Community Public Space for both Locals & Visitors

Approximately 4 miles north of Crested Butte, Mt. Crested Butte Town Park and Wedding Garden is a community hallmark providing a beautiful immersive mountain experience close to home. The space provides exercise and play opportunities, event space, and ecological educational opportunities. We aim to elevate these existing experiences and expand access year round to people of all abilities.

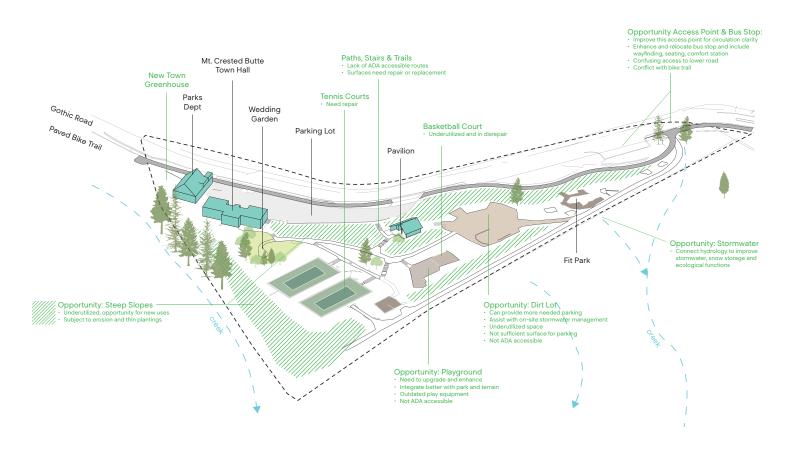




# **Existing Conditions**

Mt. Crested Butte Town Park & Wedding Garden is an Essential Community Public Space for both Locals & Visitors

The space currently includes two municipal buildings, Park Department and Mt. Crested Butte Town Hall & Police station. Existing parking near buildings lead to a walking path throughout the core of the park. A pavilion sits adjacent to a dirt lot used for overflow parking and fit park outfitted with exercise equipment. A large part of the park is undeveloped hillside to the East.



Wedding Garden at Mt Crested Butte Town Park situated immediately behind Town Hall and existing parking. Below: Wedding pavilion adjacent to existing dirt lot.









View of existing playground and mountainside. Below: Existing play equipment.

Right: Existing trash receptacle in dirt lot adjacent to Wedding Pavilion. Below: Existing signage for parking including police station, town hall, and park address.









Existing stair conditions. Left: Steps made of local wood and connected by brick paved landings. Gravel paths below. Right: Climbing existing steps heading toward the parking lot.



# **Principles & Strategy**

Accessibility is #1 Priority, Diverse, Year Round Activities, Enhanced Facilities & Landscape that Celebrates local Ecosystems

A new enhanced network of trails and pathways will provide accessibility to people of all ages and abilities. Outdated play equipment & park features can be modernized to be better

utilized by the local community all seasons of the year. Through utilizing the steep slopes more creatively we can expand how the park is used and better integrate the facilities with the landscape.



Create safe & universally accessible pathways to all major areas of the park



Modernize park spaces for year round residents



Provide new amenities such as bike use, emphasizing activities for local racks, improved way finding & signage, furnishings, fountains, lighting



Improved play areas, including bike trails for kids



Build a community park shelter & comfort station



Enhance the overall planting to create a learning landscape about Mt. Crested Butte ecology and wildflowers

exercise, games & play, including camps, schools, picnickers





bike park users



meditation & relaxation



people seeking nature education



wildlife



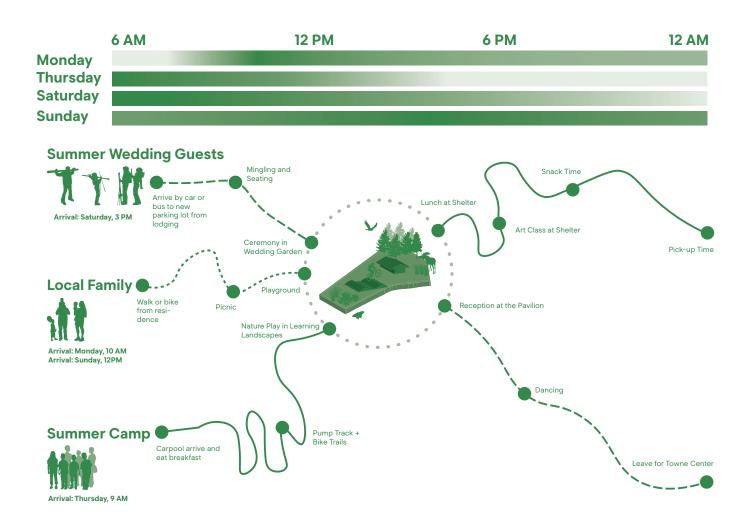
residents & homeowners



visitors & wedding guests

# **Future Social Life of the Park**

# Who are the primary future users?

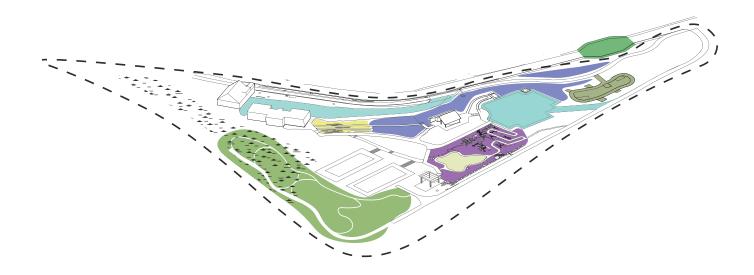




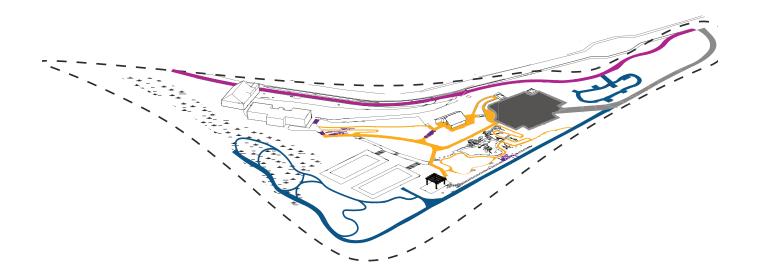
# Proposed Design A variety of path types (ADA, bike paths, roads, pedestrian, etc.) weave through the

A variety of path types (ADA, bike paths, roads, pedestrian, etc.) weave through the mountain side topography punctuated by updated site features and structures ensuring accessibility and program for all.





Program Diagram
The new program prioritizes accessibility, year-round use, and creative use of existing topography to expand the opportunities for activity and play in the park.



# **Circulation Diagram**

A variety of path types have been designed to ensure dynamic use of the entire park. ADA accessible pathways weave throughout wildflower hillsides. Bike paths connect to the town's infrastructure and steeper trails in the bike park activate the steep hillside. The new accessible pathways connect the Wedding Garden, Wedding Pavilions, parking and restrooms, which are currently not accessible.

Ample parking provides multiple points of entry and access to the space.

# Planting Zones

Planting zones reflect Mt. Crested Buttes diverse and expansive landscape typologies. Wherever possible Colorado native and locally sourced plant materials are to be used.





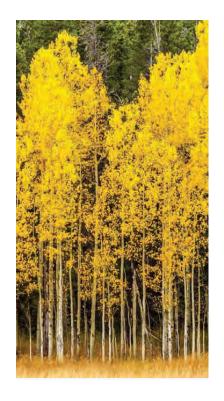
## Wildflower Hillsides

Hillsides disturbed by the project will be planted and reseeded with native wildflowers to match the existing condition.

# Shortgrass Alpine Meadow

Replanting designated areas with Shortgrass Alpine Meadow mix.







### Lawn

Existing lawn space may be maintained for users to relax and play.

# Aspen Grove Amphitheater

Amphitheater steps near the Town Hall will be shaded by Aspen grove plantings providing beautiful dappled shade.

# Rock Outcrop Playscape

A nature playscape mimics mountain rock outcrops and provides children a variety of play features including play equipment, natural play features, slides, and nature play opportunities with fallen logs, stumps, and rocks.

# Playscape Features The new playscape will feature a mixture of conventional, modern, and natural features

The new playscape will feature a mixture of conventional, modern, and natural features including a newplay structure, climbing and rope features, hillside slide, fallen logs, bike trails, and stump/rock assemblies interwoven in plantings.

#### **Home Tree**

An ID Sculpture's play feature that provides climbing, shelter, and creative play uses.



#### **Play Equipment**

A play feature including slides, bars, etc. especially made for the space to replace existing structure.



#### Hillside Slide

A Landscape Structure's slide follows the slope of the adjacent hillside and leverages the hillsides for expanded play.



Fallen Logs
Logs and stumps are scattered throughout the playscape to provide a less structured opportunity for creative play.





#### **Bike Trails**

A series of bike trails loop across the steep hillside to provide varying levels of difficulty.





#### Arroyo

A naturalized playscape with rocks, stumps, paths, and plants for creative play/



# **New Structures**

Updated structures will be incorporated into the park to provide shade, restrooms and accomodate waste. These structures can better support future programming for gatherings, events, and daily activities.

#### **Shade Pavilion**

An open structure that can accomodate small gatherings, or space for rest and anjoying the view.



#### Bathroom with green roof

A new comfort station with bathrooms is proposed adjacent to the new parking area and close to the Wedding Pavillion.





## **Trash Enclosure**

The waste and recycling can be enclosed with steel or wood structure to protect against the elements, from wildlife and enhance the experience of the park.



# SUPERBLOOM TASK ORDER #5

March 2, 2023

Project: WARM SPRINGS PRESERVE | Ketchum, ID

Scope of Work: This proposal provides for additional consulting services as described below.

Client: City of Ketchum, Idaho ("The City"), PO Box 2315, Ketchum, ID 83340

# **O 5 Bridge Phase** (10-14 weeks)

Budget/Fee

\$18,806 hourly, not-to-exceed

This proposal is for Task Order #5, which provides for hourly consulting services during the fundraising period for the project. This task order provides for refinements to the vision plan as requested by City Council at the last meeting and for creation of a PDF Vision Plan book for formal adoption/approval by Council. The task also provides for the continuation of regular, virtual biweekly client check-in meetings in addition to minor donor grant coordination as well as assisting the Client with RFP review and interviewing for a CMGC for the project.

This task order does not include any construction or permit drawings, which will be provided in a future contract, pending fundraising period.

#### **Meetings**

It is anticipated the Client will make necessary arrangements to meet with stakeholders and obtain site access as needed. This Task Order includes:

- 12 Virtual Client Meetings (biweekly, 1 hour)
- Donor/Grant Coordination (up to 6 hours)

#### **Deliverables**

- Modeling Refinements
- Revised Illustrated Final Master Plan
- Vision Book (PDF)
- FEMA and Permitting Coordination
- CMGC Bid Coordination and Cost Estimate Updates

Total Fee (Task Order #5)

**\$1**8,806 **hourly, NTE**\*

\*includes fees for Rio / Ecosystem Sciences scope, under subconsultant agreement with Superbloom (PLEASE SEE ATTACHED for Breakdown). \*\*fee excludes reimbursable expenses (such as printing, travel, etc.) to be billed At Cost. This exhibit is attached to and made a part of the Client's master agreement dated <u>June 15, 2022</u> between the Client and Superbloom for the purposes of providing professional landscape services. Additional services or hours beyond above noted hours will be billed at the following rates only with prior approval from Client:

#### Standard Billing Rates, 2023 (please note new billing rates, effective January 1, 2023)

Team billing rates below, provided for reference only. Rates subject to change annually. Superbloom will notify Client of updates 30 days prior to change.

Superbloom		Rio ASE	
Principal/Landscape Architect	\$200.00/hr	Senior Principal Geomorphologist	\$150
Senior Associate	\$150.00/hr	Principal Geomorphologist	\$145
Associate	\$135.00/hr	Principal Engineer	\$145
Senior Project Leader	\$125.00/hr	Staff Engineer II	\$115
Project Leader	\$115.00/hr	Staff Engineer I	\$95-110
Designer	\$100.00/hr	Office Manager	\$85
Intern	\$75.00/hr		

#### **Reimbursable Expenses**

Expenses are included in the above fees except where noted.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

By: DiameMijorsky 03/02/23	By:	
Stacy Passmore or Diane Lipovsky, Principal	(signature)	
Studio Superbloom, LLC	Printed Name/Title:	

By signing, Client acknowledges that they have read and understand this proposal, any additional scope of work and material selections and all documents referenced therein, along with the terms and conditions attached hereto. Client agrees that upon signature this Proposal becomes the sole contract between Client and Superbloom. By signing, Client confirms that it is the owner or duly authorized representative of the owner, of the property where work is to be performed and has full, binding, legal authority to enter into this Agreement.

# Estimated Labor & Expenses SUPERBLOOM, Rio/ASE, and Ecosystem Sciences

Council Meeting to Approve Vision Plan	March 6, 2023						
RIO Subtotal	\$9,496.00						
Superbloom Subtotal	\$9,310.00						
Total TO #5	\$18,806.00						
RIO Applied Science & Engineering	Rob	Joe	Mark	Zach	Erin		
Rate	\$157.00	\$157.00	\$130.00	\$108.00	\$92.00		
Task			Hours			Expenses	Total
PM and Meetings	12				2	\$0.00	\$2,068.00
FEMA and Permitting Coordination		8	8			\$0.00	\$2,296.00
CMGC Bid Coordination and Cost Estimate Up	6	4	4			\$0.00	\$2,090.00
Modeling Refinements		4	4			\$0.00	\$1,148.00
Finalize Master Plan	2	4	4	4		\$0.00	\$1,894.00
Total:	20	20	20	4	2	\$0.00	\$9,496.00
Superbloom	Principal	enior Assoc.	PM/Assoc.	Designer	Intern		
Rate	\$200.00	\$150.00	\$135.00	\$100.00	\$85.00		
Task			Hours			Expenses	Total
Finalize Master Plan & Create Vision Book	12		4		4	\$0.00	\$3,280.00
						<del>+</del>	40.400.00
PM and Meetings	12					\$0.00	\$2,400.00
PM and Meetings FEMA and Permitting Coordination	12	1				\$0.00 \$0.00	
-		1 4				-	\$350.00
FEMA and Permitting Coordination	1				6	\$0.00	\$350.00 \$1,800.00
FEMA and Permitting Coordination CMGC Bid Coordination and Cost Estimate Up	1				6 2	\$0.00 \$0.00	\$350.00 \$1,800.00 \$510.00
FEMA and Permitting Coordination  CMGC Bid Coordination and Cost Estimate Up  Modeling Refinements	1 6		4	0		\$0.00 \$0.00 \$0.00	\$350.00 \$1,800.00 \$510.00 \$970.00
FEMA and Permitting Coordination CMGC Bid Coordination and Cost Estimate Up Modeling Refinements Donor/Grant Coordination	1 6	4	4	0	2	\$0.00 \$0.00 \$0.00 \$0.00	\$2,400.00 \$350.00 \$1,800.00 \$510.00 \$970.00 \$9,310.00
FEMA and Permitting Coordination CMGC Bid Coordination and Cost Estimate Up Modeling Refinements Donor/Grant Coordination	1 6	4	4	0	2	\$0.00 \$0.00 \$0.00 \$0.00	\$350.00 \$1,800.00 \$510.00 \$970.00

#### Warm Springs Preserve - Bridge Phase (prep for 60%)

Anticipated Timeline March - May 2023

Council Meeting to Approve Vision Plan March 6, 2023

RIO Subtotal \$9,496.00 Superbloom Subtotal \$9,310.00 Total TO #5 \$18,806.00

RIO Applied Science & Engineering	Rob	Joe	Mark	Zach	Erin		
Rate	\$157.00	\$157.00	\$130.00	\$108.00	\$92.00		
Task	Hours				Expenses	Total	
PM and Meetings	12				2	\$0.00	\$2,068.00
FEMA and Permitting Coordination		8	8			\$0.00	\$2,296.00
CMGC Bid Coordination and Cost Estimate	6	4	4			\$0.00	\$2,090.00
Modeling Refinements		4	4			\$0.00	\$1,148.00
Finalize Master Plan	2	4	4	4		\$0.00	\$1,894.00
Total:	20	20	20	4	2	\$0.00	\$9,496.00

Notes

Bi-weekly meetings for 3 months; 1hr/week coordination; invoicing

Review FEMA data; meetings to evalute new FEMA data; identify scoping needs for permitting

Log schedule; bridge pricing; phasing breakdowns; refine budget estimates for construction

Refine based on last minute chagnes to surface and FEMA reviews

Discuss, decide, and update plans based on final feedback

Superbloom	Principal	enior Assoc	PM/Assoc.	Designer	Intern		
Rate	\$200.00	\$150.00	\$135.00	\$100.00	\$85.00		
Task	Hours E				Expenses	Total	
Finalize Master Plan & Create Vision Book	12		4		4	\$0.00	\$3,280.00
PM and Meetings	12					\$0.00	\$2,400.00
FEMA and Permitting Coordination	1	1				\$0.00	\$350.00
CMGC Bid Coordination and Cost Estimate	6	4				\$0.00	\$1,800.00
Modeling Refinements					6	\$0.00	\$510.00
Donor/Grant Coordination	4				2	\$0.00	\$970.00
Total:	35	5	4	0	12	\$0.00	\$9,310.00

Notes
Revisions to final plan, per City, Compilation into Final Vision Book
Bi-Weekly meetings for 3 months; 1hr/week coordination
Review FEMA data; meetings to evalute new FEMA data; identify scoping needs for permitting
Includes reviewing RFP draft, interviews with 2-3 bidders, Revisions to budget estimates for construction
Refine based changes from Council and to coordinate with RIO
Meetings with potential donors, additional coordination or meetings for grants



March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### **Recommendation to Approve New Staff Report Templates for Council Meetings**

#### **Recommendation and Summary**

Staff is recommending the Council approve the new staff report templates and adopt the following motion:

"I move to approve the new staff report templates for Council meetings."

#### Introduction and History

In an effort to increase efficiency, both for staff and council, templates were designed for the following council meeting agenda items: Procurement, Consent and Non-consent. The templates will be shared with all departments in an effort to establish uniform expectations and consistency.

#### Sustainability

No direct impact.

#### Financial Impact

No direct impact.

#### **Attachment**

- Procurement item report template
- Consent agenda item report template
- Non-consent agenda item report template



# **PROCUREMENT MEMO**

Meeting Date: February 21, 2023	Staff Membe	r/Dept: Gio Togr	ioni/Water Division		
Agenda Item: Recommendation to Approve Purchase Order #23058					
Danagara dad Makina					
Recommended Motion:	1220E0 for a mot to	avanad amanust af	COT 001 41 for the Chate Contract		
I move to approve Purchase Order # Vehicle Purchase.	123058 for a not to	exceed amount of	\$35,801.41 for the State Contract		
venicle ruichase.					
Summary of Procurement Process:					
Bidder			Bid Price		
Mountain Home Auto Ranch		\$35,801.41			
Bidder X		\$X			
Bidder Y		\$X			
Low Rid Contractor	Bi4 I	Prico	Rudget Account/Number		
Low Bid Contractor  Mountain Home Auto Ranch	Bid F	Price	Budget Account/Number		
Low Bid Contractor  Mountain Home Auto Ranch	\$35801.41	Price	Budget Account/Number CIP		
Mountain Home Auto Ranch		Price	•		
	\$35801.41		•		
Mountain Home Auto Ranch  Background (if necessary):	\$35801.41 sed on 2021 pricing		CIP		
Mountain Home Auto Ranch  Background (if necessary):  • The cost of the vehicle is bas	\$35801.41 sed on 2021 pricing t Council approval	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  • The cost of the vehicle is bas • Staff was planning to reques	\$35801.41 sed on 2021 pricing t Council approval	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  • The cost of the vehicle is bas • Staff was planning to reques	\$35801.41 sed on 2021 pricing t Council approval	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  The cost of the vehicle is base Staff was planning to reques Funds exist due to purchases	\$35801.41 sed on 2021 pricing t Council approval	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  • The cost of the vehicle is bas • Staff was planning to reques • Funds exist due to purchases  Sustainability Impact:	\$35801.41 sed on 2021 pricing t Council approval	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  • The cost of the vehicle is bas • Staff was planning to reques • Funds exist due to purchases  Sustainability Impact:	\$35801.41 sed on 2021 pricing t Council approval	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  The cost of the vehicle is base Staff was planning to reques Funds exist due to purchases  Sustainability Impact: None OR state impact here:	\$35801.41 sed on 2021 pricing t Council approval	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  The cost of the vehicle is base Staff was planning to reques Funds exist due to purchases  Sustainability Impact: None OR state impact here:  Attachments:	\$35801.41 sed on 2021 pricing t Council approval s planned for FY23	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  The cost of the vehicle is base  Staff was planning to requese  Funds exist due to purchasese  Sustainability Impact:  None OR state impact here:  Attachments:  1. Mountain Home Auto Ranch	\$35801.41 sed on 2021 pricing t Council approval s planned for FY23	of third new vehicl	CIP		
Mountain Home Auto Ranch  Background (if necessary):  • The cost of the vehicle is bas • Staff was planning to reques • Funds exist due to purchases  Sustainability Impact: None OR state impact here:	\$35801.41 sed on 2021 pricing t Council approval s planned for FY23	of third new vehicl	CIP		



# **MEETING AGENDA MEMO**

Meeting Date:	February 21, 2023 St	aff Member/	Dept:	Jade Riley/Administration			
Agenda Item:	Recommendation to Approve Contract for Services with Blaine County Housing Authority						
Recommended							
I move to appro	ove Contract #22830 with the	e Blaine Coun	ty Ho	using Authority.			
Doncons for Dos	on mondation.						
Reasons for Red		*		and of the DCIIA streets of a plan and has been			
· ·			•	ment of the BCHA strategic plan and has been			
	<u> </u>			on several housing initiatives			
		e the city to r	iire a i	new team member that will serve as the			
_	Administrator						
-		oport staff (fir	iance,	clerk, communications) to support BCHA's			
mission	in a cost-efficient manner						
Policy Analysis a	and Background (non-conse	nt items only)	:				
Sustainability In	nnact:						
None (circle) OR state impact here: Ability to house employees and community participants locally							
decreases commuter vehicular trips.							
decreases confinitely venicular trips.							
Financial Impac	<b>+</b> •						
		Sounti Blois	20 CO	inti and allocated funds for joint			
None (circle) Of	R Adequate funds exist in ac			unty and allocated funds for joint			
		prog	ramn	ıırıg			
<b>A + +   + -</b>							
	Attachments:						
<ol> <li>Contract</li> </ol>							

2.	Scope of Services
2	



#### **MEETING AGENDA MEMO**

Meeting Date: | February 21, 2023 | Staff Member/Dept: | Jade Riley/Administration

Agenda Item: Recommendation to Hold First Reading of Ordinance #1246 – Idaho Power Franchise

Agreement and Approval of Clean Energy Cooperation Statement

#### **Recommended Motion:**

Motion 1: I move approval of first reading by title only of Ordinance #1246.

Motion 2: I move approval of the Clean Energy Cooperation Statement

#### Reasons for Recommendation:

- The new franchise contains improvements for the following policy areas:
  - Public right-of-way coordination
  - Private development coordination/standards
- The Clean Energy Cooperation Statement aligns with the Council's established clean energy goals
- The long-term franchise agreement will enable the city to continue to collect the franchise fee to fund the Capital Improvement POlan

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

Idaho state law (50-342) authorizes cities to either directly produce power and distribute to residents or to franchise that authority to another service provider. State law (50-328) further outlines the city's ability to regulate the permitting and placement of utility transmission systems within public rights-of-ways and public spaces. Key changes from previous franchise agreement (due to numerous changes in the document, tracked changes were difficult to follow):

- 1. Section 4: new language outlines the need for an MOU, which details expectations for activity within the public right of way. The goal would be to only require Idaho Power to complete an encroachment permit should they desire to deviate from the standards outlined in the MOU.
- 2. Section 5: new language reinforces that Idaho Power must comply with the approved conditions for utility work on private property approved via the city's planning and zoning process.
- 3. Section 7: new language that references the creation and execution of a Clean Energy Cooperation Statement. Staff initially requested this language to be contained in the franchise. Idaho Power stated it was not willing to do so as they felt it is was not within the legal spirit of the franchise agreement.
- 4. Section 8: updated language to improve the coordination of street light management.
- 5. Section 9: new language to improve on energy consumption data reports.
- 6. Section 17: updated language regarding arborist standards for vegetation management.
- 7. Section 18: new language regarding alternative forms of power generation by the city.

# Sustainability Impact:

Clean Energy Cooperation Agreement focuses on partnership with Idaho Power to achieve the city and county's clean energy goals.

#### Financial Impact:

Thianelal impact.	
None OR Adequate funds exist in account:	The city currently collects a three percent franchise fee.
	The ten-year extension will ensure those fees continue
	to be collected. The city has requested Idaho Power
	partner with the city and Idaho Transportation
	Department to develop a multi-year repayment
	agreement associated with undergrounding the power
	lines from Weyyakin to River Street in conjunction with
	the roadway improvements in 2025-26. Idaho Power
	has indicated it will entertain the request.

#### Attachments:

- 1. New Franchise Agreement (Ordinance #1246)
- 2. Clean Energy Cooperation Statement
- 3. Previous Franchise Agreement (Ordinance #1092



March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### **Recommendation to Approve Updated Financial Management Policies**

#### **Recommendation and Summary**

Staff is recommending the Council approve the updated financial management policies and adopt the following motion:

"I move to approve the updated financial management policies."

#### **Introduction and History**

As part of due diligence related to issuing the wastewater revenue bonds, the city's external financial advisor suggested the city should update all existing financial management policies. Updates are based on the advisor's input, Idaho law, and best practices established by the Government Financial Officers Association (GFOA).

The following policy categories were updated, with 14 total policies renewed: Cash Management Policy (1), Debt Policy (11), Fund Balance (1), and Investment Policy (1).

#### Sustainability

No direct impact.

#### **Financial Impact**

No direct impact.

#### **Attachments**

- Cash Management Policy
- Alternative Financing Techniques Policy
- Conditions for Debt Issuance Policy
- Conduit Financing Policy
- Debt Characteristics Policy
- Debt Investor Relations Policy
- Debt Issuance Process Policy
- Debt Limitations Policy
- Debt Scope and Authority Policy
- Investment of Debt Proceeds Policy
- Post Issuance Tax Compliance Policy for Tax-Exempt Bonds
- Municipal Securities Continuing Disclosure Policy
- Fund Balance Policy
- Investment Policy



Number: F-1 Effective: 3-7-23

Revised:

Legal References: N/A

#### **CASH MANAGEMENT POLICY**

This policy is intended to provide effective internal controls for cash handling and revenue receipt of the city of Ketchum; including accounts receivable, business licenses & taxes (LOT), utilities, parking fines and any miscellaneous receipt safekeeping and effective processing of all funds received by the city.

- 1. <u>Internal Control</u> All departments will have appropriate internal controls in place regarding all aspects of revenue recording, accounts receivable monitoring, and collecting, receipting, depositing, and reconciliation. All departments are to ensure that staff is adequately trained. Departments are to report suspicion of fraud and non-compliance to this policy immediately.
- 2. Receipts and Deposits Payments should be recorded in an electronic device, such as an accounts receivable system or cashiering system, or tracked manually with pre-numbered receipts. Each department must provide adequate and proper security of funds both during business hours, non-business hours, and during transport. Departments are to make timely deposits of all funds received to a designate depository. All deposits are to be properly recorded and reconciled in a timely manner. All overages and shortages, counterfeit moneys, and returned bank items are to be appropriately and timely reported and recorded.
- 3. Petty Cash City Administration may approve the establishment of petty cash funds to be used only for the designated purpose for which they were intended. Unless expressly approved by City Administration, petty cash funds are not to be used for recurring business expenses, interest charges, cashing personal checks, weapons, ammunition or other hazardous materials, services performed for the City, traffic citations or parking fines.
- 4. <u>Refunds</u> Departments must have written refund policies readily available for citizens that align with the goods and services provided by the department. Any administrative fees to be charged for the processing of refunds should be disclosed. Refunds are to be fully documented and appropriately approved prior to processing.



Number: F-2 Effective: 3-7-23

Revised:

#### ALTERNATIVE FINANCING TECHNIQUES

This policy is intended to guide the City regarding the review and issuance of alternative financing techniques other than cash purchases and long-term debt.

Cash purchase is the preferred method for acquisition of capital equipment and real property for the City of Ketchum. It is recognized that circumstances exist that would support other means of financing such transactions, to include lease-rental, lease-purchase, internal advances and external financial agreements.

City Council shall be consulted and must approve any capital acquisition strategy that involves a financing mechanism other than an approved cash purchase.



Number: F-3 Effective: 3-7-23

Revised:

#### **CONDITIONS FOR DEBT ISSUANCE POLICY**

The following conditions shall guide the City in the issuance of any debt or alternative financing techniques:

- The City will not issue long term debt or alternative financing instruments to fund governmental operations. The City will manage its cash in a fashion that will prevent any borrowing to meet needed operating expenses. The City will primarily rely on current revenue and cash set-asides to finance its capital improvements and equipment. The City believes in funding a significant portion of capital improvements and equipment on a "pay-as-you-go" basis.
- Long-term borrowing or alternative financing techniques will be confined to public works infrastructure (e.g., roads/water/wastewater), land acquisitions, buildings and other capital facilities, attached furniture and fixtures or equipment, capitalized technology assets and movable pieces of equipment, such as fire engines, or other costs as permitted by law.
- Projects with a useful life of less than five years will not be eligible for inclusion in any long-term borrowing or long-term alternative financing instrument. This policy does not apply to short-term revenue anticipation or tax anticipation notes, registered warrants or lines of credit issued for cash flow or emergency purposes.
- The primary tool used to plan for debt or alternative financing techniques is a capital improvement plan (CIP). To be considered for debt financing, equipment or capital projects must be included in the City's Capital Improvement Plan.
- Debt financing will include general obligation bonds, revenue bonds, limited obligation revenue bonds, certificates of participation, and other alternative financing techniques. In appropriate situations; special assessment, revenue, or other self-supporting debt may be considered.
- The City may consider refunding outstanding debt when legally permissible and financially advantageous. All debt refunding is undertaken for the principal reason of achieving interest rate savings. Debt refunding for other reasons should proceed only when the advantages have been clearly shown, taking into account not only the dollar savings, but also the effect of relief from onerous covenants and requirements.



Number: F-4 Effective: 3-7-23

Revised:

#### **CONDUIT FINANCING POLICY**

This policy is intended to identify the City's role as it relates to conduit financing such as bonds or other debt instruments related to Local Improvement Districts, Business Improvement Districts and Community Infrastructure Districts.

The City will require a commitment from all institutions that borrow under the City's name to agree to provide the municipal securities market with continuing information.

The City will encourage all conduit securities to be issued with a complete official statement or other disclosure document. The documents shall clearly describe the limited source of repayment and lack of direct financial support from the City.

The City shall obtain a clear, unqualified opinion of competent counsel that it shall not be liable for the payment of principal and interest in the event of a default by the conduit borrower. If no such opinion can be obtained and the City deems it to be in its best interests that the conduit financing be allowed to proceed, the conduit borrower shall purchase insurance or a letter of credit in the City's name to protect taxpayers in the event of default.



Number: F-5 Effective: 3-7-23

Revised:

Legal Reference: I.C. 50-1019

#### **DEBT CHARACTERISTICS POLICY**

This policy is intended to guide the structure of debt instruments to ensure the cost effective and timely repayment and minimize the risk to the investor.

<u>Type of Instrument</u> - The type of instrument utilized will be determined based on the purpose, term, and market conditions at the time of issuance to provide the City with the greatest flexibility and least cost. The City will not generally consider derivatives as part of its financing plan. This presumes the particular debt issuance has received an affirmative vote of the people or judicial confirmation.

<u>Feasibility and Sizing of Debt Offerings</u> - In determining the feasibility and size of a debt offering, City Administration shall verify that the available funding and current appropriation, as represented by city staff and/or financial experts, is sustainable and adequate to cover the debt service and ongoing operating and maintenance costs of the facility or equipment for which the debt issue is proposed.

<u>Repayment Provisions</u> - To the extent possible, the City will design the repayment of a debt issuance in context of the fund's overall debt, annual cash flow capacity and long-term financial sustainability.

<u>Term of Debt</u> - The term of any debt issuance shall not exceed the useful life of the project, facilities or equipment financed with proceeds of the debt issuance.

<u>Debt Service Fund and Debt Service Coverage –</u> Each year when the City appropriates funds, the funds will be appropriated for in the Debt Service account sufficiently to cover the payment according to the terms of each borrowing for those borrowings issued for non- enterprise departments.

Additionally, the City will reserve a sufficient debt service coverage level from the proceeds of a bond issue and/or available revenues in the Debt Service account in accordance with applicable bond covenants and rating agency requirements.

<u>Fixed Rate and Variable Rate Debt</u> - The City may issue debt that has a variable rate in order to achieve savings. Periodically City Administration will analyze each outstanding variable rate debt issue to determine if the issue should be converted to fixed rate debt and report findings to City Council for consideration and further direction.

<u>Credit Enhancements and Rating</u> - The City may use credit enhancements (letters of credit, bond insurance, etc.), but only when net debt service on the debt issue is reduced by more than the costs of the enhancement. The City will seek a credit rating on all new issues which are expected to be sold in the public market.



Number: F-6 Effective: 3-7-23

Revised:

#### **DEBT INVESTOR RELATIONS POLICY**

City Administration shall coordinate investor relations for the City including dissemination of information to all interested parties, such as credit rating agencies, direct investors, Nationally Recognized Municipal Securities Information Repositories (NRMSIR's) and State Information Depositories (SID's), through methods including, but not limited to, printed materials, electronic exchange of information, and face-to-face meetings.



Number: F-7 Effective: 3-7-23

Legal Reference: I.C. 50-1019

#### **DEBT ISSUANCE PROCESS POLICY**

This policy is intended to describe the various processes associated with issuing debt.

<u>Selecting Service Providers</u> - The City may retain an independent financial advisor for advice on debt structuring, the rating review process, marketing debt issuances, sale and post-sale services and to prepare and/or review the official statement. The City may also retain independent bond counsel for legal and procedural advice on all debt issuances. As necessary, the City may also retain other service advisors, such as trustees, underwriters, and pricing advisors. A firm or individual serving as financial advisor may not also serve as underwriter on the same issue.

Any process utilized to select professional service providers in connection with the City's debt program shall be in conformance with City purchasing policies, procedures and requirements. Selection will be done in a manner that is objective, promotes competition, incorporates clear and rational selection criteria, eliminates conflicts of interest, is independent of political influence, is perceived as fair by the respondents, will result in the selection of the most qualified firm and in a cost-effective transaction.

<u>Sale Method</u> - The City will use competitive sale as the preferred means of issuing certificated debt. Negotiated sales may be permitted if there is evidence of volatile market conditions, complex security features or other overriding factors. The use of a negotiated sale will require analysis indicating that a negotiated sale would result in a lower true interest cost (TIC) than would a competitive sale as of that same date and structure, given market conditions at the time of decision-making and the then-expected structure of the issue.

<u>Bond Allocations and Payment of Management Fees in Negotiated Sales</u> - The City will allocate management fees based on designation rules which will reward the accomplishment of sales objectives. Designations will only be paid to those firms that place orders for debt. The specific designation rules will be set separately for each financing. However, the City reserves the right to pay management fees only to the senior manager and co-senior managers in a financing.

Evaluation of Competitive Bids - All bids will be evaluated based upon their true interest cost (TIC).

<u>Good Faith Deposits</u> - In the event that a good faith deposit is required, a surety bond from a third party may be submitted in lieu of the good faith deposit, provided that the surety bond is drawn upon a third party acceptable to the City and that the surety

guarantees the receipt by the City of a good faith deposit from the winning bidder within 48 hours of the time that the bid was opened.

Official Notice of Sale - The Official Notice of Sale shall be designed by the Treasurer or designated agent to maximize the flexibility of the prospective purchasers and may include a permitted discount, term bonds with mandatory sinking fund installments and other features that may enhance the attractiveness of the offering consistent with the receipt of the lowest possible true interest cost.

Rating Agency Applications - The City will seek a credit rating on all new issues which are expected to be



sold in the public market. The City will continue to apply for ratings on securities which have been rated by one or more of the rating agencies in the past. The City will, on an ongoing basis, provide the rating agencies with all necessary information relating to outstanding debt issued by the City.

<u>Preparation of Disclosure Documents and Compliance with SEC and MSRB Rules</u> - The City acknowledges the responsibilities of the underwriting community and pledges to make all reasonable efforts to assist underwriters in their efforts to comply with SEC Rule 15c2-12 and MSRB Rule G-36.



Number: F-8 Effective: 3-7-23

Revised:

Legal Reference: I.C. 50-1019

#### **DEBT LIMITATIONS POLICY**

This policy is intended to specify the restrictions and/or limits on the use of debt.

<u>Allowable Uses</u> - The City of Ketchum will seek voter authorization to issue general obligation debt only for essential projects, after it is determined that the project costs are appropriate for multi-year financing and that the bonds are not subject to any other exceptions to constitutional and statutory bond referendum requirements. In addition, such authority will be sought only after it is determined by City Council that no other funds are available to meet the projected costs. Lease purchase financing and Certificates of Participation will only be undertaken when the project is considered essential to the efficient operation of the City or as allowed by law.

The City will favor the use of limited obligation revenue bonds to finance capital improvements as a means of insuring that beneficiaries of an enterprise-type operation pay for a fair share of the costs to maintain a City service.

Proceeds from long-term debt will not be used for current, ongoing operations.

<u>Debt Level and Capacity</u> – In accordance with state law, the City will not issue general obligation bonds or incur other tax-supported indebtedness for any purpose in an amount which, with all outstanding and unpaid indebtedness, will exceed two percent (2%) of the taxable market value of the property subject to taxation as determined by the last assessment.

The City's annual debt service level (as opposed to total amount outstanding) may be limited at the discretion of the City Council based on other debt capacity indicators such as a percentage of fund revenue or expenditures and per capita ratios that assess the community's ability to pay.

<u>Limitation on Maturity</u> - The term of any debt issuance shall not exceed the useful life of the project, facilities or equipment financed with proceeds of the debt issuance and in no case exceed 30 years.



Number: F-9 Effective: 3-7-23

Revised:

Legal Reference: I.C. 57-205

#### **DEBT SCOPE AND AUTHORITY POLICY**

The City Council will approve the issuance of any debt prior to issuance. City Administration shall have such authority as is necessary to implement and carry out debt management policies related to all debt issued by the City of Ketchum regardless of purpose, source or type. Upon approval, and in accordance with State Code, each debt instrument shall be executed and signed by the Mayor or City Administrator, countersigned by the Treasurer, and will be attested to by the signature of the Clerk under the official seal of the City.



Number: F-10 Effective: 3-7-23

Revised:

Legal Reference: I.C. 50-1019

#### **INVESTMENT OF DEBT PROCEEDS POLICY**

This policy is intended to describe the parameters specific for investing bond proceeds. All debt proceeds will be invested in adherence to the approved City Cash Management and Investment policies unless otherwise directed in such documents as the trust indenture, escrow agreement or bond ordinance, and approved by the City Council.

The City will comply with all applicable U.S. Internal Revenue Service and U.S. Treasury arbitrage requirements for bonded indebtedness in order to preserve the tax-exempt status of such debt issues.



Number: F-11 Effective: 3-7-23

Revised:

#### POST-ISSUANCE TAX COMPLIANCE POLICY FOR TAX-EXEMPT BONDS

This policy is intended to ensure the City complies with all applicable post-issuance requirements of federal income tax law to preserve the tax-exempt status of bonds issued by City.



Number: F-12 Effective: 3-7-23

Revised:

#### MUNICIPAL SECURITIES CONTINUING DISCLOSURE POLICY

This policy is intended to ensure that the City efficiently carries out its continuing disclosure obligations with respect to the municipal securities it issues pursuant to Rule 15c2-12, as amended, promulgated under the Securities Exchange Act of 1934, as amended.



Number: F-13 Effective: 3-7-23

Revised:

#### **FUND BALANCE POLICY**

Fund balance is an important indicator of the City's financial position. Fund Balance is the difference between assets and liabilities in governmental funds. Maintaining reserves is considered a prudent management practice. Adequate fund balances are maintained to allow the City to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns. The following classifications will apply to fund balance in the City's governmental funds:

- Restricted Fund balance amounts constrained to specific purposes by their providers (such as
  grantors, bondholders, and higher levels of government), through constitutional provisions, or by
  enabling legislation.
- Assigned Fund balance amounts a government intends to use for a specific purpose; intent can
  be expressed by the governing body or by an official or body to which the governing body
  delegates the authority. This authority has been delegated to the City Treasurer to assign amounts
  to be used for a specific purpose.
- Unassigned Fund balance amounts that are available for any purpose; these amounts are reported only in the general fund.

Designated City personnel are authorized to classify available fund balance for specific purposes in accordance with Governmental Accounting Standards Board Statement #54. It is the policy of the City that expenditures for which more than one category of fund balance could be used, that the order of use is: Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

This policy establishes the amounts the City will strive to maintain in its General Fund balance, the conditions under which fund balance may be spent, and the method by which fund balances will be restored. These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for any local government.

Reserves shall be used only after fully exhausting all other annual contingencies.

#### **Unassigned Funds**

The Unassigned Fund Balance is the residual classification for the City's General Fund and includes all spendable amounts not contained in the other classifications.

It is the intent of the City to limit use of Unassigned General Fund balances to address unanticipated, non-recurring needs or known and planned future obligations. Fund balances shall not normally be applied to recurring annual operating expenditures. Unassigned balances may, however, be used to allow time for the City to restructure its operations in a deliberate manner, but such use will only take place in the context of long-term financial planning.

Any use of Unassigned Funds must be approved by the City Council, upon recommendation of the City Administrator.



The Unassigned Funds include, in part, reserves as outlined below. They are reported as unassigned in accordance with GASB statement #54.

#### Cash Flow Reserve

The City will maintain a General Fund "Cash Flow Reserve" of no less than seventeen percent (17%) of the estimated base General Fund revenues for the subsequent fiscal year. The Cash Flow Reserve is intended to be a reserve for unexpected events that would have a significant impact on the City's ability to maintain sufficient working capital such as failure of the State or Ada County to remit revenues to the City, unexpected mandates, unexpected loss of State shared revenues, to offset the unexpected loss of a significant funding source for the remainder of the fiscal year.

The Cash Flow Reserve is also intended for unexpected, large-scale events where excessive damage of one million dollars or more is incurred or may incur and where immediate, remedial action must be taken to protect the health and safety of residents (e.g. floods, fires, storm damage).

Any usage of Cash Flow Reserve must be appropriated by the City Council. In the event the Cash Flow Reserve funds are used, the City shall strive to restore the General Fund Cash Flow Reserve to the seventeen percent (17%) level.

#### Reporting

Classification and fund balance of the City's governmental funds at the end of each fiscal year will be presented to City Council in the City's Comprehensive Financial Annual Report.



Number: F-14 Effective: 3-7-23

Revised:

Legal References: I.C. 50-1013;

I.C. 57

#### **INVESTMENT POLICY**

It is currently the policy of the City of Ketchum to invest public funds with the State of Idaho-Local Government Investment Pool.

<u>Governing Authority</u>: As derived by Idaho Code 57-127, the Treasurer, or designee, is authorized and empowered to invest idle City monies. The Treasurer, or designee, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff and approved investment advisors.

<u>Investment Objectives</u>: The primary objective of the City's investment program is to safeguard government funds while providing adequate liquidity to meet the City's daily operating needs. The priorities for investment decisions are (in order of importance):

- 1. Preservation of capital;
- 2. Provide for adequate liquidity; and,
- 3. Seek a fair rate of return.

<u>Authorized Investments</u>: The City may invest in any of the securities identified as eligible investments listed in Idaho Code 50-1013.

<u>Standard of Care</u>: All decisions shall be in accordance with the Prudent Person Rule which states, "investments shall be made with the exercise of that judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

<u>Conflicts of Interest and Ethics</u>: All officers of the City that engage in financial transactions shall act in accordance with the highest ideals of honor, integrity and ethics. Employees shall act in strict accordance with Idaho State laws and City ordinance governing ethics and conflicts of interest with the City's investment program and requires disclosure of any financial interest employees and officials may have in the financial institutions the City is working with or instruments the City is investing in.

<u>Reporting and Compliance</u>: At least once a year, an investment report will be provided to the City Council reflecting an accurate accounting of the City's investments.



March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold First Reading of Ordinance #1247 and Ordinance #1248 – Authorizing the Issuance of Wastewater Revenue Bonds

#### **Recommendation and Summary**

During the February 21<sup>st</sup> Council meeting, the city's financial advisor (Zions Public Finance) and bond counsel (Skinner-Fawcett) provided a status update related to the first issuance of debt to fund needed improvements at the wastewater treatment facility. Staff is proposing to proceed with the following steps:

- March 6<sup>th</sup> first reading
- March 27<sup>th</sup> second and third reading
- April 11<sup>th</sup> bond sale
- April 25<sup>th</sup> bond closing

Motion #1: "I move approval of the first reading by title only of Ordinance #1247 and Ordinance #1248." Motion #2: "I move approval of the Bond Purchase Agreement and Continuing Disclosure Agreement."

#### **Introduction and History**

The city retained HDR Engineering to update the previous Wastewater Facility Plan and create a new twenty-year Capital Improvement Plan to meet the needs of the town and comply with regulations set forth by the Idaho Department of Environmental Quality.

The Capital Improvement Plan (CIP) calls for \$37,207,000 (2022 dollars) in future investments to upgrade the treatment plant. Different financial scenarios were developed to fund the CIP. The city evaluated two financing options to implement the plan. Option one was a non-debt approach which would have required customer rates to be adjusted 60% in FY23, and 25% in FY24 and FY25. Option two was the utilization of debt which would require a 7% rate adjustment in FY23 and 5% in subsequent years. The recommended financial model assumes a 50/50 split in CIP costs with the Sun Valley Water & Sewer District. The district board has been briefed on the new CIP plan/costs and has expressed no concerns. On November 8, 2022, voters approved the issuance of up to \$14,000,000 in revenue bonds.

#### **Sustainability Impact**

The treatment plant discharges into the Big Wood River. One of the major focuses of the capital improvements is to meet current and future water quality standards. The city already utilized a water reuse

approach to service irrigation needs. The plan also reviewed any opportunities to reduce the consumption of electricity. Lastly, the plan seeks to transition biosolids to compost materials.

#### **Financial Impact**

Zions and city staff are recommending the first issuance of \$7,000,000 in revenue bonds to fund the first phase of the Capital Improvement Plan.

#### **Attachments**

Preliminary Official Statement Master Ordinance 1247 Series Ordinance 1248 Bond Purchase Agreement Continuing Disclosure Agreement RATINGS (See "RATING" herein)

S&P: "[

In the opinion of Skinner Fawcett LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2023 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the Series 2023 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations for tax vears beginning after December 31, 2022. Bond Counsel is also of the opinion that interest on the Series 2023 Bonds is exempt from State of Idaho personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Series 2023 Bonds. For a more complete description, see "TAX MATTERS" herein.



#### CITY OF KETCHUM, IDAHO

\$7,000,000<sup>(1)</sup> Wastewater Revenue Bonds, Series 2023

DATED: Date of Delivery (estimated to be April 25, 2023<sup>(1)</sup>) DUE: September 1, as shown herein

The City of Ketchum, Idaho Wastewater Revenue Bonds, Series 2023 (the "Series 2023 Bonds") will be issued by the City of Ketchum, Idaho (the "City") pursuant to Ordinance No. 23-[ ] adopted by the City on [March 27], 2023, as supplemented and amended (the "Master Ordinance"), and Ordinance No. 23-[ ] adopted by the City on [March 27], 2023 (the "Series 2023 Ordinance" and together with the Master Ordinance, collectively, the "Bond Ordinance"). The Series 2023 Bonds are being issued to (i) finance the City's acquisition, construction, and installation of certain improvements (the "Series 2023 Project") to the jointly owned Ketchum / Sun Valley Water & Sewer District (the "District") Water Reclamation Facility (the "Facility"), which aggregates, renews, and disposes of wastewater for the separately owned and operated wastewater collection systems of the City and the District, respectively (that portion of the Facility owned by the City and its separately owned wastewater collection system are referred herein to as the "System"), and (ii) pay the costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds bear interest payable semiannually on each March 1 and September 1, beginning September 1, 2023, to the maturity of the Series 2023 Bonds. Principal will be payable annually each September 1 as indicated herein, beginning September 1, 2023, to the maturity of the Series 2023 Bonds. See "Maturity Schedule" on the inside cover hereof. The Series 2023 Bonds are subject to redemption prior to their stated maturities as further described below. See "Redemption Provisions" herein.

The Series 2023 Bonds are secured by a pledge of the Net Revenue of the System (hereinafter defined) superior to all other charges of any kind. The City reserves the right to issue parity bonds secured by a pledge of Net Revenues upon compliance with certain conditions. THE SERIES 2023 BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE ONLY FROM THE BOND FUND. THE SERIES 2023 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY OR THE STATE OF IDAHO (THE "STATE"), OR ANY POLITICAL SUBDIVISION OF THE STATE, OR A CHARGE UPON ANY GENERAL FUND OR UPON ANY MONEY OR OTHER PROPERTY OF THE CITY OR OF THE STATE, OR OF ANY POLITICAL SUBDIVISION OF THE STATE NOT SPECIFICALLY PLEDGED BY THE CITY'S BOND ORDINANCE AUTHORIZING THE SERIES 2023 BONDS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, STATE OF IDAHO, NOR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED FOR PAYMENT OF THE SERIES 2023 BONDS. See "SECURITY FOR THE SERIES 2023 BONDS."

#### MATURITY SCHEDULE—ON INSIDE COVER

The Series 2023 Bonds are offered when, as and if received and accepted by Piper Sandler & Co., subject to the final approving legal opinion of Bond Counsel. Certain matters will be passed on for the City by the City Attorney and by its disclosure counsel, Skinner Fawcett LLP. It is expected the Series 2023 Bonds will be available for delivery to the Bond Registrar on behalf of DTC by Fast Automated Securities Transfer on or about April 25, 2023 (the "Date of Delivery").

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.



<sup>(1)</sup> Preliminary, subject to change.

#### City of Ketchum, Idaho \$7,000,000<sup>(1)</sup> Wastewater Revenue, Series 2023

#### **DATED: Date of Delivery**

**DUE: September 1, as shown below** 

#### **MATURITY SCHEDULE**

Due		Interest		
September 1	Amounts <sup>(1)</sup>	Rates	Yields	CUSIP <sup>(2)</sup>
2023	\$			
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				

- (1) Preliminary, subject to change.
- (2) The CUSIP numbers herein are provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP is a registered trademark of the American Bankers Association. CUSIP numbers are provided for convenience of reference only. CUSIP numbers are subject to change. Neither the City nor the Underwriter takes any responsibility for the accuracy of such CUSIP numbers.

<sup>(1)</sup> Preliminary, subject to change.

This Official Statement does not constitute an offer to sell the Series 2023 Bonds in any jurisdiction in which or to a person to whom it is unlawful to make such an offer. No dealer, salesperson or other person has been authorized by the City, Zions Public Finance, Inc. (the "Municipal Advisor") or Piper Sandler & Co. (the "Underwriter") to give any information or to make any representations, other than those contained herein, in connection with the offering of the Series 2023 Bonds and, if given or made, such information or representations must not be relied upon. The City makes no representation regarding the accuracy or completeness of the information provided in "Appendix E—Book-Entry Only System," which has been furnished by DTC. Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of the provisions. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the City since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. Certain statements contained in this Official Statement do not reflect historical facts but are forecasts and "forward-looking statements." No assurance can be given that the future results discussed herein will be achieved, and actual results may differ materially from the forecasts described herein. In this respect, words such as "estimated," "projected," "anticipate," "expect," "intend," "plan," "believe," and similar expressions are intended to identify forward-looking statements. All projections, assumptions and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement.

This Preliminary Official Statement has been "deemed final" by the City, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

# CITY OF KETCHUM, IDAHO

191 5th Street West (PO Box 2315) Ketchum, Idaho 83340 (208) 726-3841 www.ketchumidaho.org\*

#### CITY COUNCIL

Name	Position	Term Expires
Neil Bradshaw	Mayor	2026
Jim Slanetz	Council President	2024
Courtney Hamilton	Councilor	2026
Amanda Breen	Councilor	2026
Michael David	Councilor	2024

#### **ADMINISTRATION**

Jade Riley, City Administrator Shellie Rubel, City Treasurer Matthew Johnson, City Attorney Mick Mummert, Wastewater Division Supervisor

#### UNDERWRITER

Piper Sandler & Co. 101 South Capitol Blvd, Suite 603 Boise, ID 83702

#### **BOND REGISTRAR**

Zions Bancorporation, National Association 800 W Main St, Suite 700 Boise, ID 83702

#### **BOND AND DISCLOSURE COUNSEL**

Skinner Fawcett LLP 250 W. Bobwhite Ct., Suite 240 Boise, Idaho 83706

#### **MUNICIPAL ADVISOR**

Zions Public Finance, Inc. 800 W. Main Street, Suite 700 Boise, ID 83702

<sup>\*</sup>The City's website is not incorporated into, or a part of, this Official Statement by this reference.

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#### PRELIMINARY OFFICIAL STATEMENT

# CITY OF KETCHUM, IDAHO

# \$7,000,000<sup>(1)</sup> Wastewater Revenue Bonds, Series 2023

The City of Ketchum, Idaho (the "City"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho (the "State"), furnishes this Official Statement in connection with the offering of its \$7,000,000<sup>(1)</sup> aggregate principal amount of Wastewater Revenue Bonds, Series 2023 (the "Series 2023 Bonds"), dated the date of delivery. Certain capitalized words and phrases used in this Official Statement and not defined herein have the meanings as defined in the Bond Ordinance (hereinafter defined), which is attached hereto as Appendix B.

The Series 2023 Bonds are being issued to (i) finance the City's acquisition, construction, and installation of certain improvements (the "Series 2023 Project") to the jointly owned Ketchum / Sun Valley Water & Sewer District (the "District") Water Reclamation Facility (the "Facility"), which aggregates, renews, and disposes of wastewater for the separately owned and operated wastewater collection systems of the City and the District, respectively (that portion of the Facility owned by the City and its separately owned wastewater collection system are collectively referred herein to as the "System"), and (ii) pay the costs of issuance of the Series 2023 Bonds. *See* "DESCRIPTION OF THE SERIES 2023 BONDS – Authorization for Issuance" and "Purpose and Use of Proceeds."

The City has reserved the right in the Master Ordinance (hereafter defined) to issue additional bonds or obligations with a lien on Net Revenues (as defined below) of the System on a parity with the lien on the Series 2023 Bonds upon satisfaction of certain conditions ("Parity Bonds"). *See* "SECURITY FOR THE SERIES 2023 BONDS—Future Obligations—Parity Bonds." The Series 2023 Bonds and any Parity Bonds are hereinafter collectively referred to as the "Bonds."

The Series 2023 Bonds are revenue obligations of the City's System. Neither the full faith and credit nor the taxing power of the City is pledged to the payment of the Series 2023 Bonds. The Series 2023 Bonds are not obligations of the State or any political subdivision thereof other than the City. *See* "SECURITY FOR THE SERIES 2023 BONDS."

This Official Statement, which includes the cover page and appendices, provides information concerning the City, the Series 2023 Bonds, and the System.

The information set forth herein has been obtained from the City and other sources that are believed to be reliable. Piper Sandler & Co. (the "Underwriter") has relied on the City with respect to the accuracy and sufficiency of such information, and such information is not to be construed as a representation, warranty or guarantee by the Underwriter. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

# **DESCRIPTION OF THE SERIES 2023 BONDS**

#### **Authorization for Issuance**

The Series 2023 Bonds are issued pursuant to Ordinance No. 23-[\_\_] adopted by the City on [March 27], 2023, as it may be supplemented and amended (the "Master Ordinance"), and Ordinance No. 23-[\_\_] adopted by the City on [March 27], 2023 (the "Series 2023 Ordinance," and together with the Master Ordinance, collectively herein the "Bond Ordinance"), and under and in accordance with the City Code and the laws and provisions of the State, including Idaho Code Sections 50-1027 through 50-1042, inclusive, and Idaho Code, Title 57, Chapter 2 (collectively, the "Act").

A ballot measure to authorize the City to issue revenue bonds in the aggregate amount of up to \$14 million over the next ten years (the "Bonding Capacity") was approved by a favorable vote at an election held in the City on November 8, 2022. The City can issue one or more series of revenue bonds or other obligations up to the Bonding Capacity. Refundings of

outstanding revenue bonds may be issued without a vote of the electorate of the City and such par amounts allocated to refunding bonds are not considered when determining the remaining Bonding Capacity. Nothing in the Bond Ordinance prevents the City from seeking authority to increase the Bonding Capacity at subsequent bond elections or by means of judicial confirmation under Idaho Code, Title 7, Chapter 13.

# Principal Amount, Date, Interest Rates and Maturities

The Series 2023 Bonds will be issued in the principal amounts shown on the inside cover page of this Official Statement and will be dated and bear interest from the Date of Delivery. The Series 2023 Bonds will mature on the dates set forth on the inside cover page of this Official Statement and will bear interest, payable semiannually, until the maturity or earlier redemption of the Series 2023 Bonds. Interest on the Series 2023 Bonds will be computed based on a 360-day year consisting of twelve 30-day months.

# **Redemption Provisions**

Optional Redemption. The Series 2023 Bonds maturing on and before September 1, 2033, are not subject to redemption prior to maturity. The Series 2023 Bonds maturing on and after September 1, 2034, are subject to redemption at the option of the City, in whole or in part on September 1, 2033, and any date thereafter at the price of par plus accrued interest, if any, to the date of redemption.

[Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing on September 1, [\_\_\_\_] are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2023 Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on September 1 of the years, and in the amounts, shown below:

SEPTEMBER 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	\$
*	
* Stated Maturity.]	

Selection for Redemption. For as long as the Series 2023 Bonds are in book-entry only form, if fewer than all the Series 2023 Bonds are called for redemption, the selection of Series 2023 Bonds to be redeemed will be made by The Depository Trust Company, New York, New York ("DTC") in accordance with its operational procedures then in effect. [If less than all of a Series 2023 Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the City shall direct.] See "Appendix E—Book Entry Only System" attached hereto. If the Series 2023 Bonds are no longer held in book-entry only form, then Zions Bancorporation, National Association, as the bond registrar and paying agent (the "Bond Registrar"), will select Series 2023 Bonds for redemption by lot in multiples of \$5,000 within each maturity.

*Notice of Redemption (Book-Entry)*. So long as the Series 2023 Bonds are in book-entry only form, the Bond Registrar will notify DTC of an early redemption not less than 30 days prior to the date fixed for redemption and will provide such information as required by a letter of representation submitted to DTC in connection with the issuance of the Series 2023 Bonds.

Notice of Redemption (No Book-Entry). During any period in which the Series 2023 Bonds are not in book-entry only form, unless waived by any person in whose name such Bonds are registered (the "Beneficial Owners") of the Series 2023 Bonds to be redeemed, official notice of any redemption of Bonds will be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, no less than 30 days and not more than 60 days prior to the date fixed for redemption, to the Beneficial Owners of the Series 2023 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such Beneficial Owner to the Bond Registrar.

Conditional Notice of Redemption. Any notice of optional redemption given for the Series 2023 Bonds pursuant to the Series 2023 Ordinance may state that optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such Series 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Bond Registrar to affected owners of the Series 2023 Bonds as promptly as practicable.

#### Defeasance

In the event money and/or "government obligations," as defined in Idaho Code Section 57-504, as it may be amended, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire the Series 2023 Bonds or any of them in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption, then no further payments need be made into the Bond Fund under the Bond Ordinance for the payment of the principal of and interest on the Series 2023 Bonds so provided for. Such Bonds will cease to be entitled to any lien, benefit, or security of the Bond Ordinance except the right to receive the funds so set aside and pledged, and such Bonds will be deemed not to be outstanding.

# **Bond Registrar and Registration Features**

Book-Entry System. The Series 2023 Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co. as Bond Owner and as nominee for DTC. DTC will function as securities depository for the Series 2023 Bonds. Individual purchases and sales of the Series 2023 Bonds may be made in book-entry form only in minimum denominations of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Series 2023 Bonds. See "Appendix E—Book Entry Only System" attached hereto for additional information.

Bond Registrar. The principal of and interest on the Series 2023 Bonds will be payable by the Bond Registrar to DTC, which, in turn, is obligated to remit such principal and interest to its participants ("DTC Participants") for subsequent disbursement to the Beneficial Owners of the Series 2023 Bonds, as further described in "Appendix E—Book Entry Only System" attached hereto. Interest on the Series 2023 Bonds will be credited to the Beneficial Owners by the DTC Participants.

Procedure in the Event of Revisions of Book-Entry Transfer System. If DTC resigns as the securities depository and the City is unable to retain a qualified successor to DTC, or the City has determined that it is in the best interest of the City not to continue the book-entry system of transfer or that interests of the Beneficial Owners of the Series 2023 Bonds might be adversely affected if the book-entry system of transfer is continued, the City will execute, authenticate and deliver at no cost to the Beneficial Owners of the Series 2023 Bonds or their nominees, Bonds in fully registered form, in the denomination of \$5,000 or any integral multiple thereof. Thereafter, the principal of the Series 2023 Bonds will be payable upon due presentment and surrender thereof at the principal office of the Bond Registrar; interest on the Series 2023 Bonds will be mailed or caused to be delivered to the persons in whose names such Bonds are registered, at the address appearing upon the registration books on the fifteenth day preceding the interest payment date, or, if not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and the Series 2023 Bonds will be transferable as provided in the Bond Ordinance.

# Litigation

There is no litigation pending questioning the validity of the Series 2023 Bonds nor the power and authority of the City to issue the Series 2023 Bonds. There is no litigation pending that would materially affect the Net Revenues of the System or affect the City's ability to meet debt service requirements on the Series 2023 Bonds.

#### PURPOSE AND USE OF PROCEEDS

# Purpose

The proceeds from the sale of the Series 2023 Bonds will be used to (i) finance the Project, as defined, and described herein, and (ii) pay the costs of issuance of the Series 2023 Bonds.

# The Project

The City's planned improvements to the System are designed to address Service Area growth, aging infrastructure and equipment, treatment capacity needs, and permit limitations and regulatory discharge requirements, as more specifically defined and described in the City of Ketchum / Sun Valley Water & Sewer District Wastewater Facility Planning Study (hereinafter the "Facility Plan") prepared by HDR Engineering, Inc., Boise, Idaho (the "Engineer"), released in June of 2022. A portion of the proceeds of the Series 2023 Bonds will be used to finance certain capital improvements to the System described in the Facility Plan, including upgrades related to screening, pumping, grit removal, biological treatment, tertiary filtration, and disinfection (the "Series 2023 Project" and together with the remaining improvements described in the Facility Plan, collectively the "Project"). The Project will occur in two ten-year phases based on a 20-year planning period (the "Planning Period") at an estimated total cost of \$37.2 million. The Bonding Authority consists of funds to finance a portion of the Project, to be constructed in the first ten years of the Planning Period.

Additional Funding for the Project. The City and District co-own the Facility pursuant to a Memorandum of Understanding (herein the "MOU") first signed in 1984, and most recently renewed and reaffirmed on January 17, 2023. The MOU expressly affirms the Facility is jointly and equally owned and, therefore, capital construction costs, including Project costs described in this Official Statement, are paid one-half by the City and one-half by the District. The scope, timing, and costs of the Project will be jointly agreed upon, pursuant to the MOU, and as already outlined and described in the Facility Plan. Pursuant to this longstanding cooperative arrangement, the City is responsible for approximately \$18.9 million in Project capital construction costs. The City intends to fund this portion of the Project with a combination of rate-funded revenue ("Rate-Funded Capital"), the proceeds of the Series 2023 Bonds, Parity Bonds, additional future federal and state grants or loans, funds derived from the City's cooperative agreement with the District, and other City funds. See "The System – Facility Plan" below.

[The remainder of this page intentionally left blank.]

#### Sources and Uses of Funds

The proceeds from the Series 2023 Bonds are estimated to be applied as follows:

# Sources and Uses of Funds (1)

	Series 2023 Bonds
Sources of Funds:	
Principal Amount	\$
[Net] Reoffering Premium	
[Issue Discount]	
<b>Total Sources</b>	\$
Uses of Funds:	
Project Fund	
Costs of Issuance (2)	
Total Uses	\$

- (1) Amounts will be provided in the final Official Statement.
- (2) Includes underwriter's discount, bond counsel, disclosure counsel and underwriter's counsel fees, municipal advisor, escrow, verification, and rating agency fees, printing costs and other costs of issuance of the Series 2023 Bonds.

#### **SECURITY FOR THE SERIES 2023 BONDS**

#### **Pledge of Net Revenues**

The Series 2023 Bonds are revenue obligations payable from and secured by a pledge of the Revenue of the System after deduction of the Operation and Maintenance Expenses (the "Net Revenues"). Revenues of the System include all earnings, revenue, and moneys received by the City from or on account of the operation of the System under generally accepted accounting principles, including income from investments of money in the Bond Fund (hereinafter defined) or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased and/or decreased in accordance with the Master Ordinance. Specific items excluded from Revenues can be found in the Master Ordinance. See "Appendix B—Master Bond Ordinance and Series 2023 Ordinance." Operation and Maintenance Expenses of the System include all costs incurred by the City and properly treated as expenses of operating, maintaining and repairing the System under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the Revenues for the payment of the Bonds, including but not limited to those expenses further enumerated in the Master Ordinance, but not including any payment for debt service or deposits into a reserve account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the System. See "Appendix B—Master Bond Ordinance and Series 2023 Ordinance."

The Series 2023 Bonds constitute a lien and charge on the Net Revenues prior and superior to any other charges whatsoever except the lien and charge may be on a parity with any Parity Bonds the City may issue in the future.

The Series 2023 Bonds are special fund obligations of the City payable only from amounts on deposit in the Bond Fund, which includes the Debt Service Account and Debt Service Reserve Account, if funded, and any subaccounts thereunder. See "Wastewater Services Funds and Accounts" below. The Bond Fund will at all times be completely segregated and set apart from all other City funds and accounts for the security and the payment of the principal of and interest on the Series 2023 Bonds as they become due. The Series 2023 Bonds are not an obligation of the State, Blaine County (the "County"), the District, or any political subdivision thereof other than the City, and neither the full faith and credit nor the taxing power of the City, the County or the State are pledged to the payment of the Series 2023 Bonds.

#### Rate Covenant

The City has established and has covenanted in the Bond Ordinance to maintain and collect from the users of the System rates and charges for furnishing the services and the facilities of the System to such users thereof. The City has covenanted to establish, maintain, and collect such rates and charges for service of its System to satisfy the Rate Covenant for so long as any Bonds are Outstanding. The "Rate Covenant" requires Net Revenue in each Fiscal Year at least equal to 125% of the amount of principal and interest required to be paid in such Fiscal Year on all Outstanding Bonds, as adjusted in accordance with the Master Ordinance. See "WASTEWATER SYSTEM AND SERVICES" below for historical Net Revenues and Debt Service Coverage, as well as projected Net Revenues and Debt Service Coverage.

#### Wastewater Services Funds and Accounts

The Bond Ordinance created the following funds and accounts, that will be held and administered by the City: the City of Ketchum Wastewater Revenue Fund (the "Revenue Fund"), including the Stabilization Account therein, the City of Ketchum Wastewater Revenue Bond Fund (the "Bond Fund"), including the Debt Service Account and Debt Service Reserve Account therein (the "Reserve Account"), the City of Ketchum Wastewater Revenue Project Fund (the "Project Fund"), and the Rebate Fund (collectively, the "Funds"). Additional information on each of these Funds follows.

*Revenue Fund.* Pursuant to the Master Ordinance the City is required to maintain the Revenue Fund as a separate enterprise fund of the City, and to deposit the Revenues of the System into the Revenue Fund as collected. The Net Revenues shall be used for payment of the following obligations in the following order of priority:

- (1) to pay the Operation and Maintenance Expenses of the System;
- (2) to pay the interest on any Bonds;
- (3) to pay the principal of Bonds;
- (4) to make all payments required to be made into the Reserve Account, and any subaccounts thereunder, created in the future for the payment of debt service on any series of Bonds;
- (5) to make all payments, together with other available funds, on the day on which any rebates or penalties for Bonds are due to be paid to the United States pursuant to Section 148 of the Code;
- (6) to make all payments required to be made into a revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account hereafter created to pay and secure the payment of the principal of and interest on any loans or bonds which have a lien upon the Net Revenues of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Bonds; and
- (7) to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate Bonds of the City payable out of the Net Revenues, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

Upon satisfaction of the obligations above, the City may use Revenues of the System for any other lawful purpose, including but not limited to capital improvements. See "WASTEWATER SYSTEM AND SERVICES — Facility Plan."

Stabilization Account. The City has created a Stabilization Account in the Revenue Fund pursuant to the Master Ordinance and shall maintain that account as long as Bonds are Outstanding. Revenues may be transferred to the Stabilization Account at the option of the City on any date. Money in the Stabilization Account may be withdrawn at any time and used for any purpose for which the Revenues may be used. Any deposits to or withdrawals from the Stabilization Account will decrease or increase, respectively, Revenues in the Fiscal Year for which such deposit or withdrawal was made. The City may adjust any deposits to and withdrawals from the Stabilization Account for up to 180 days after the close of the applicable Fiscal Year. [The City will fund the Stabilization Account in the amount of \$[ ] million at settlement of the Series 2023 Bonds.]

Bond Fund. The Bond Fund exists solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. The Bond Fund consists of two accounts known as the "Debt Service Account" and the "Debt Service Reserve Account," (the "Reserve Account"), and any subaccounts thereunder, as more fully described below:

<u>Debt Service Account</u>. As long as any Bonds remain Outstanding, the City is required by the Master Ordinance to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the principal of and interest next coming due on the Bonds. Pursuant to the Series 2023 Ordinance, the City established the "Series 2023 Debt Service Account," a subaccount to be held by the City for the payment the Series 2023 Bonds.

Reserve Account. The Master Ordinance requires the City to maintain a Reserve Account, and any subaccounts established thereunder, if required by any series ordinance for the purpose of securing the payment of principal of and interest on the respective Bonds subject to a Reserve Account Requirement, as defined in the Master Ordinance. [The Series 2023 Ordinance did not establish a subaccount and the Series 2023 Bonds are not secured by the Reserve Account and not subject to a Reserve Account Requirement.]

Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such monies shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the Reserve Account shall be available to pay any deficiencies that may occur in any of the accounts within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein. Subject to the other provisions of the Bond Ordinance, moneys in the Debt Service Account and the Reserve Account may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

*Project Fund.* The Master Ordinance creates the Project Fund, whereby a portion of the proceeds of the Bonds shall be deposited for the payment of the cost of acquisition and construction of improvements to the System, including costs of issuance of the Series 2023 Bonds. The Series 2023 Ordinance established the "Series 2023 Project Account" held by the City and used to pay the Cost of Acquisition and Construction of the Series 2023 Project and costs of issuance of the Series 2023 Bonds. Any moneys remaining in the Series 2023 Project Account after the full and final payment of the costs of the Series 2023 Project shall be transferred to the City and deposited in the Debt Service Account.

Rebate Fund. A Rebate Fund is established under the Master Ordinance into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City pursuant to the Master Ordinance or any series ordinance, to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

# **Future Obligations**

Parity Bonds. The City reserves the right in the Master Ordinance to issue Parity Bonds, which will constitute a lien and charge on the Net Revenues of the System on a parity with the Series 2023 Bonds, but only if (a) no Event of Default (as defined in the Master Ordinance) under the Master Ordinance or any Series Ordinance has occurred and is continuing; and (b) at the time of issuance of the Parity Bonds there is no deficiency in the Debt Service Account and all required deposits to all subaccounts, if any, in the Reserve Account have been made.

The Master Ordinance also requires either of the following to be filed with the City:

(1) A certificate of the City Administrator or the City Treasurer stating that Net Revenues, adjusted as hereafter described, for (i) any twelve consecutive months selected by the City or Qualified Consultant out of the most recent eighteen months preceding the delivery of the Parity Bonds or (ii) the most recently completed Fiscal Year

for which audited financial statements are available (the "Base Period"), were not less than one hundred twenty five percent (125%) of Maximum Annual Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding. The City may adjust Net Revenues for purposes of this paragraph (1) by adding any Net Revenues the City Administrator or the City Treasurer calculates the City would have had in the Revenue Fund during the Base Period because of increases in System rates, fees and charges which have been adopted by the City and are in effect on or before the date the Parity Bonds are issued. The City shall adjust Net Revenues for the Base Period by eliminating the effect of any withdrawals from or deposits to the Stabilization Account; or

(2) A certificate or opinion of a Qualified Consultant: (i) Stating the amount of the "Adjusted Net Revenues" for each of the five Fiscal Years after the last Fiscal Year for which interest on the Parity Bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five (5) Fiscal Years after the proposed Parity Bonds are issued; and (ii) concluding the respective amounts of Adjusted Net Revenues in each of the first four Fiscal Years described in this paragraph (2)(i) above are at least equal to one hundred twenty-five percent (125%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and (iii) concluding the amount of Adjusted Net Revenues in the fifth Fiscal Year described in this paragraph (2)(i) above is at least equal to one hundred twenty-five percent (125%) of the Maximum Annual Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding. The Qualified Consultant shall calculate "Adjusted Net Revenues" for purposes of this paragraph (2)(i) as set forth in Section 14(e) of the Master Ordinance.

Refunding Bonds. If the Parity Bonds are being issued for the purpose of refunding Outstanding Bonds ("Refunding Bonds"), the City may do so without complying with the requirements of "Parity Bonds" above, so long as the refunded Bonds are legally or economically defeased on the date of delivery of the Refunding Bonds and if the Annual Bond Debt Service on the Refunding Bonds does not exceed the Annual Bond Debt Service on the refunded Bonds in any Fiscal Year by more than five percent (5%).

Subordinate Obligations. Nothing in the Bond Ordinance shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Net Revenues of the System subordinate to the lien of the Bonds ("Subordinate Obligations"). As of the date of this Official Statement, the City has no Subordinate Obligations.

# **Separate Utility System**

Pursuant to the Master Ordinance, the City may declare property the City owns and is part of the System, but that has a value of less than ten percent (10%) of the System at the time of such declaration, and property which the City has not yet acquired but would otherwise become part of the System, to be part of a "Separate Utility System." A Separate Utility System means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City in accordance with the Master Ordinance.

The City may pay costs of acquiring, operating, and maintaining a Separate Utility System from Net Revenues, but only if there is no deficit in the Debt Service Account or Reserve Account within the Bond Fund. The City may issue obligations which are secured by the revenues produced by the Separate Utility System and may pledge the Separate Utility System revenues to pay those obligations. In addition, the City may issue Subordinate Obligations to pay for costs of a Separate Utility System and may pledge the revenues of the Separate Utility System to pay the Subordinate Obligations. Further, the City may pledge the revenues produced by a Separate Utility System to pay the Bonds issued under the Master Ordinance by filing a written certificate of the Mayor and City Administrator declaring such pledge with the City and the Owner of the Bonds.

Neither the Revenue nor Net Revenues may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenues may be pledged on a basis subordinate to the lien on such revenue to the lien of the Bonds.

#### **Additional Covenants**

The City has covenanted and agreed to, and with the owners of record (the "Registered Owners") of the Series 2023 Bonds and any Parity Bonds, that the City will perform the following covenants:

Rate Covenant. The City has established, may from time-to-time revise, and shall maintain and shall collect from the users of the System, rates, and charges for furnishing the services and the facilities of the System to such users thereof. Said rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class. The City shall establish, maintain, and collect such rates and charges for service of its System for so long as any Bonds are Outstanding and shall maintain the Rate Covenant.

Acquire Projects. The City shall commence the acquisition, construction and completion of any Project financed by proceeds of Bonds and continue the same with all practical dispatch and in a sound and economical manner.

System Operation. The City shall operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

Good Repair. The City shall operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

*Preserve Security*. The City shall preserve and protect the security of the Bonds and the rights of the Registered Owners thereof.

Collect Revenues. The City shall collect and hold in trust the Revenue of the System and other funds pledged to the payment of Bonds and apply such Revenue of the System or other funds only as provided in the Master Ordinance and all series ordinances.

Service Bonds. The City shall punctually pay the principal of and interest on Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with the Master Ordinance and all series ordinances.

Pay Claims. The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the City Administrator or City Treasurer, prior or superior to the lien of the Bonds or which might impair the security of the Bonds to the end that the priority and security of the Bonds shall be fully preserved and protected.

Encumbrances, Sales, or Transfers of the System. The City shall not encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on the Bonds and for the City to meet the Rate Covenant, nor which would otherwise impair or impede the rights of the Registered Owners of the Bonds with respect to such Revenue or the operation of the System except as explicitly set forth in the Master Ordinance. See "Appendix B—Master Bond Ordinance and Series 2023 Ordinance."

Insurance. The City shall self-insure or procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect it and the Registered Owners of any Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of Bonds.

*Fidelity Bonds*. The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the System and the collection and disbursement of Revenue of the System.

9

Engineers. The City shall employ consulting engineers of acknowledged reputation, skill and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall from time to time be required. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Bonds upon request.

Accounts. The City shall keep and maintain proper and separate accounts and records in which complete and separate entries of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

Delinquencies. The City shall not enter any new agreements or arrangements or make any new offers to provide System products or services at a discount from published rate schedules or provide free System products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with the District or other water systems, or (iv) where in the reasonable judgement of the City such action does not materially reduce the Revenue received by the City.

#### **Events of Default and Remedies**

See Section 21 "Events of Default" and Section 22 "Application of Funds and Moneys in Event of Default" in "Appendix B—Master Bond Ordinance and Series 2023 Ordinance" attached hereto.

#### **COVID-19 PANDEMIC**

# **State Response**

In response to evidence of community spread of COVID-19, on March 13, 2020, Idaho Governor Brad Little (the "Governor") proclaimed a state of emergency throughout the State. The State implemented a phased plan for allowing economic activity to increase. The plan occurred over four stages and set forth specific criteria for the State to meet before moving into each of the four stages, as well as business protocols for certain businesses to open in the various stages. COVID-19 vaccines are now available to all people in the State over the age of five. As of August 31, 2022, the State reports over 985,448 people are fully vaccinated with nearly half of those having received an additional booster dose. The State never issued vaccine mandates and banned vaccine passports. On March 8, 2022, the Governor announced that Idaho would end the health emergency declaration on April 15, 2022. There are currently no limitations on business operations, and no limits on gatherings.

#### **City Response**

The City's System maintained a strong financial condition during the pendency of the COVID-19 pandemic and its operations and capital spending plans were not materially impacted. Revenues of the System increased during the pendency of the COVID-19 pandemic. *See* "The System—TOTAL WASTEWATER RATE COLLECTION SUMMARY," below. The City's local option tax revenues further illustrate the fact that the City became a refuge during the pandemic, with year over year increases of 31% and 11% in 2021 and 2022, respectively.

The City did not offer any delinquency forgiveness related to late payments, though local housing authorities were able to offer utility assistance to renters within the Service Area by way of funds the State received through the Emergency Rental Assistance program. Collection rates of the System have increased since March 2020 and the City did not experience overall revenue loss because of the COVID-19 pandemic. While the City received Coronavirus Aid, Relief, and Economic Security Act funds and American Rescue Plan Act recovery funds, it did not allocate any of those funds to the System.

#### **Risk Factors**

The current domestic and international financial disruption has had, and may continue to have, negative repercussions upon state, national and global economies. Examples of potential impacts include volatility in the securities markets,

significant losses in investment portfolios, a scarcity of credit, lack of confidence in the financial sector, reduced business activity, increased consumer bankruptcies, increased business failures and bankruptcies, and increased unemployment rates.

The full impact of the COVID-19 pandemic on the operations and financial condition of the City cannot be fully determined at this time due to the evolving nature of the pandemic, including uncertainties relating to the future actions of governmental authorities to contain or mitigate its impact, though such effect could be material and adverse. The City is continuously monitoring the situation and will adjust its response in concert with federal, state, and local health officials and governmental authorities.

#### Effect on the Series 2023 Bonds

The Series 2023 Bonds are secured by and payable from the Revenues of the System. Revenues are dependent upon the payment of rates and charges by connected customers. Unless conditions related to the COVID-19 pandemic change, the City does not anticipate any ongoing adverse economic effects on the City's overall collection of Revenue, nor to its collection of Revenues of the System.

#### CITY INDEBTEDNESS

#### General

The following is a description of statutory limitations on distinct types of debt authorized for municipalities in the State:

Special Assessment Bonds. Idaho Code Sections 50-3101 et seq. and 50-1701 et seq. provide for special assessment bonds for community infrastructure districts ("CID") and local improvement districts ("LID"), respectively. There are no statutory limitations to the par amount of CID special assessment bonds that may be issued, other than the amount assessed against any property within the district may not be more than the taxable value of the property. For LID special assessment bonds, the aggregate fair market value of the real property within the assessment area, including the infrastructure financed with the special assessments, must be greater than three times the aggregate par amount of the LID special assessment bonds.

Revenue Bonds. There are no statutory limitations to the par amount of revenue bonds that can be issued by a municipality or CID, provided that the par amount may not exceed the costs of the project financed with proceeds of the revenue bonds. The project must be self-supporting and in the case of new money bonds, the par amount cannot exceed the amount authorized by voter approval or judicial confirmation. In the event of refunding bonds, the par amount cannot exceed the par amount of the refunded bonds.

General Obligation Debt. Idaho Code Section 50-1019 limits voter-approved general obligation debt for cities located in the State to an amount not to exceed 2% of the market value for assessment purposes, less the aggregate outstanding voter-approved general obligation bond indebtedness. General obligation debt requires two-thirds (2/3) voter approval. CIDs can also issue general obligation debt, but the aggregate outstanding par amount of the general obligation bonds, together with any other debt of the CID, may not exceed 9% of the actual or adjusted market value on all taxable property within the CID.

Certificates of Participation. Certificates of participation represent undivided ownership interests in lease payments under financing leases entered by a municipality. The payments evidenced by the lease are special obligations of the municipality subject to annual appropriation of the lease payments, and not a general obligation of the municipality. These obligations are subject to a municipality's willingness and ability to budget and annually appropriate funding to make the payments. Municipalities are authorized to lease real property pursuant to Chapter 14, Title 50, Idaho Code.

# **Outstanding Long-Term Debt**

The following table sets forth the City's outstanding long-term obligations.

# LONG-TERM INDEBTEDNESS (AS OF FEBRUARY 1, 2023)

	Principal
Type of Debt	Outstanding
General Obligation Bonds	\$10,420,000
Revenue Bonds Water Revenue Refunding Bonds, Series 2014 Water Revenue Refunding Bonds, Series 2015	\$820,000 \$2,140,000
Capital Leases	\$1,342,063
Total:	\$14,722,063(1)

Source: The City of Ketchum and extracted from the City's FY 2022 Audited Financial Statements.
(1) The City's long-term indebtedness described above is not supported by Revenues of the System.

# **Debt Payment Record**

The City has promptly met all debt service payments on outstanding obligations. No refunding debt has been issued to avoid an impending default.

# **Debt Service Requirements**

The following table shows the projected debt service requirements of the Series 2023 Bonds.

	Series 20		
Fiscal Year		1	
Ending 9/30	Principal <sup>(1)</sup>	Interest	
2023	\$	\$	\$
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
Total:			

<sup>(1)</sup> Preliminary, subject to change.

# **Future Financings**

Upon issuance of the Series 2023 Bonds, the City will have approximately \$7,000,000\* of the Bonding Capacity remaining to be issued and secured by the Net Revenues of the System. At the time of issuance, the Series 2023 Bonds

will be the only outstanding debt secured by a pledge of Net Revenues. *See* "PURPOSE AND USE OF PROCEEDS – Project – Additional Funding for Project" above. The City contemplates additional Parity Bonds being issued in the next [4] years. *See* "THE SYSTEM – Facility Plan" below.

#### THE SYSTEM

#### Introduction

The City owns and manages the System, which collects wastewater from throughout the City and transports it to the Facility. The System includes over 30 miles of pipeline, consisting of concrete and PVC, servicing approximately 2,100 connections. The City independently manages and operates the Facility, treating wastewater collected (i) from the City's own wastewater collection system, (ii) from the District's separately owned and operated wastewater collection system, and (iii) from the Weyyakkin Subdivision, which is located within the City of Sun Valley, Idaho ("Sun Valley"), but outside the boundary of the District. The District's collection system is made up of approximately 27 miles of pipeline, consisting of concrete, clay, and PVC, servicing approximately 2,800 connections.

The Facility consists of screening, pumping, grit removal, activated biosolid treatment, tertiary filtration, and disinfection. Treated water with increased disinfection meeting the DEQ Class A reuse standards, is reused for irrigation by the Weyyakin Subdivision and the Elkhorn Golf Course. The biosolids produced and processed at the Facility are aerobically digested. The design capacity of the Facility is 4.0 mgd and current flow is 1.05 mgd. The average daily peak is 1.49 mgd and the peak hourly flow is 3.05 mgd.

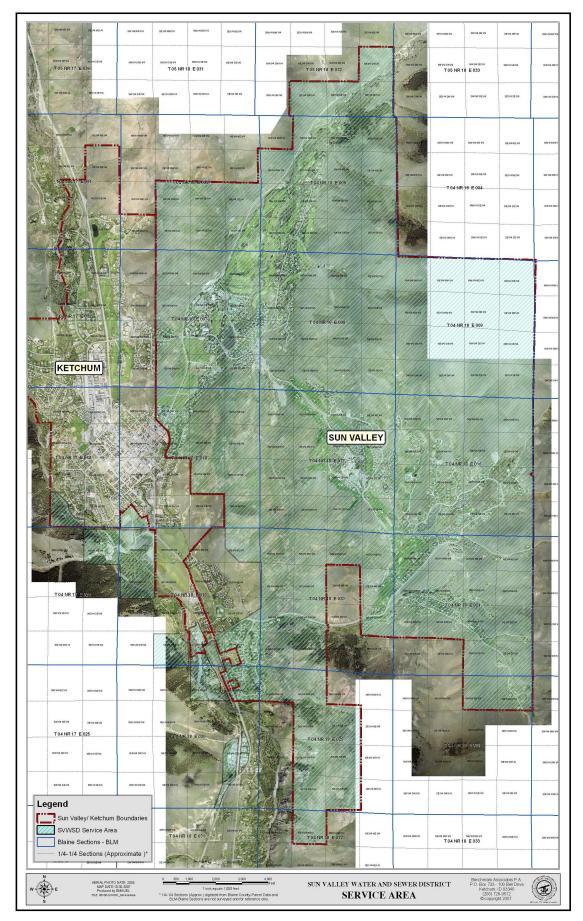
The System is operated and managed by the City's Wastewater Division (the "Division") within its Utilities Department. The administrative offices for the Utilities Department, the Water Utility Shop, and certain equipment are all located on the Facility site. The Division has a process in place to track its System assets on a regular schedule, which, when combined with flow projections, provides the City with information to rehabilitate degrading pipes and plan for growth in a timely manner.

The System is separate from the City's wholly owned water utility.

#### Service Area

The service area served by the Facility is approximately 10 square miles and includes the boundaries of the City and Sun Valley, as well as St. Luke's Hospital (the "Service Area"). The Facility serves an average equivalent population of approximately 12,000 to 17,000. The Service Area is outlined in the following map, which was obtained from the City.

[The remainder of this page left intentionally blank.]



The Facility Plan analyzes four additional zones, or regions, of the greater Wood River Valley that may also be served by the Facility over the 20-year planning period. The Facility currently serves the City and Sun Valley, including St. Luke's Hospital, which is currently the southernmost facility served by the Facility. In the future, the Facility could serve nearby development, defined as impact zones in the Facility Plan, as follows:

Zone 1 – Developments north of Ketchum, including Hulen Meadows, Beaver Springs, and Flower Mill areas;

Zone 2 – Developments west of Ketchum, including Warm Springs Ranch and Warm Springs Village;

Zone 3 – Developments south of Ketchum, including the River Run base facilities to McHanville; and

Zone 4 – Developments in the Sun Valley area, including the White Cloud Development and Elkhorn Springs.

Current completed developments in Elkhorn Springs are considered part of the Sun Valley tourist population. Future expansion of this development is considered part of Impact Zone 4.

Population Served. The population of the City and Sun Valley area can be divided into three general groups: permanent residents—those who live year-round in the area; second-home residents—those who own homes in the area, but only live in them for part of the year; and tourists—short-term visitors to the area. The following table estimates the peak season and average population served by the Facility currently versus the estimated planning period population (2042):

ESTIMATE OF CURRENT POPULATION VS. PLANNING PERIOD POPULATION(1)

Parameter	Ketchum	Sun Valley	Impact Zones	Totals
		Current		
Average Equivalents	7,190	4,955	-	12,146
Peak Equivalents	9,567	7,401	-	16,968
		Planning Period	(2042)	
Average Equivalents	9,250	7,817	266	17,332
Peak Equivalents	12,216	11,378	602	24,196

Source: The City of Ketchum.

By customer class, the City currently provides service to approximately 2,291 accounts, 81% of which are residential. The following table shows the ten largest accounts of the Facility, the customer class and the percentage of rate revenues.

**TEN LARGEST FACILITY CUSTOMERS (2022)** 

Customer Name	Customer Class	FY 2022 Percent of Rate Revenues
Weyyakin HOA	Residential	1.6
Horizons 4 HOA	Residential	1.3
Parkside Village Owners Inc.	Residential	1.2
Prospector HOA	Residential	1.2
International Village HOA	Residential	1.1
Wildwood HOA	Residential	1.0
Limelight Ketchum LLC	Commercial	0.9
Fields at Warm Springs	Residential	0.8
SWC Building	Res/Comm	0.8
Ketchum & Mustard LLC	Commercial	0.7

Source: The City of Ketchum.

<sup>(1)</sup> Equivalents de-rate the tourist population to 80% and the commuter population to 20% of the actual population.

The City's collection system is made up of over 30 miles of 8-inch through 24-inch pipe. Except for new developments, most of the piping is approximately 30 years old and constitutes asbestos cement sewer pipe, with newer piping consisting of PVC.

The District's separate collection system is made up of approximately 27 miles of 8-inch through 18-inch pipe. The system was originally constructed using non-reinforced concrete and clay pipe. Development occurring in the 1970's used asbestos-covered cement sewer pipes. Newer development, after the late 1970's utilizes PVC piping.

Efforts over the last two decades have decreased inflow and infiltration to the collection systems of both communities. The Facility Plan, as described below, only generally considers and describes the City and District collection systems. A comprehensive collections system study is being prepared by HDR Engineering, Inc. and will be delivered to the City in early 2024.

# The Facility

The Facility consists of screening, pumping, grit removal, activated biological treatment, tertiary filtration, and disinfection. The sources of wastewater flow are domestic flows from households and commercial businesses, as well as inflow and infiltration. The following table includes future flows based on historical and future population trends as well as past flow data. While pollutant loading values are based on historical concentration trends, the mass loads were determined by using the future flow rates and concentration values:

CURRENT AND FUTURE FLOWS AND LOADS

Parameter	Current (2021)	Planning Period (2042)
Average Annual Flow (MGD)	1.05	1.73
Peak Month Flow (MGD)	1.34	2.57
Peak Day Flow (MGD)	1.49	3.47
Peak Hour Flow (MGD)	3.05	5.96
BOD Average Annual (lbs/d)	2,348	3,888
BOD Peak Month (lbs/d)	3,857	5,757
TSS Average Annual (lbs/d)	1,715	2,902
TSS Peak Month (lbs/d)	2,345	4,296
TP Average Annual (lbs/d)	34	58
TP Peak Month (lbs/d)	47	86
TKN Average Annual (lbs/d)	351	580
TKN Peak Month (lbs/d)	446	859

Source: The City of Ketchum and the City's Facility Plan.

The Facility Plan. Generally, the Facility Plan can be divided into several groups requiring upgrading or improvement, including the headworks, activated biosolids system, tertiary treatment, disinfection, solids handling, and effluent enduse.

The headworks are made up of the influent pumps, screening, grit chamber, and odor control. While these components are generally adequate for current and future conditions, upgrades are needed during the Planning Period due to aging infrastructure and components.

Activated biosolids aeration basins are also generally adequate for future conditions but improvements are required related to baffling and process configuration during the Planning Period. These configuration changes will significantly reduce energy costs associated with aeration and provide flexibility for additional total nitrogen removal, which is an important element of producing treated water for reuse.

Air supply is critical to the activated biosolids system. As such, a major component of Project investment is aeration blower replacements. Facility operating costs are dominated by electrical power for aeration blowers. Currently, the Facility uses high-efficiency turbo blowers, however, the Facility Plan recommends hybrid blower technology, which has nearly identical energy efficiency as turbo blowers but a much simpler maintenance routine, with lower associated costs.

The Facility's tertiary treatment system consists of cloth media filters and Project upgrades are related to miscellaneous equipment components and filter media. While the ultraviolet (UV) light disinfection system works well—leaving little residual living bacteria in the treated effluent—the tertiary treatment system is 20 years old and must be replaced during the Planning Period. Effluent treated at the Facility is normally diverted into the Big Wood River but during irrigation season is instead diverted under an Idaho Department of Environmental Quality ("DEQ") Class A reuse water permit, for beneficial irrigation use by both the City and District. Continuing and future reuse diversion both supplies much needed water to landscape and golf course grounds during the irrigation season and relieves nutrient load to the Big Wood River.

Upgrading and improving the Facility's solids handling system is a major Project component as the Facility currently only has one aerobic digester / holding tank, with no redundancy when the existing holding tank must be taken offline for maintenance. The Project will add a second digester to increase capacity, both for future growth of the System, and redundancy for the existing digester. To better handle liquid solids, the Facility Plan further recommends a rotary drum thickener to boost solids content from 3% to 6% percent and a screw press to further dewater liquid solids to 15–18% biosolids. At this concentration, liquid transport to City-owned drying beds will decrease from 16,500 tons to 3,300 tons per year as well as allow for an improved composting amendment to be used on-site at the Facility.

#### FACILITY PLAN CAPITAL IMPROVEMENTS PROJECT SCHEDULE

Project	Project Cost (2022 Dollars)	Inflated Project Cost	2022	2023	2024	2025	2026	2027	2028-2032	2033-2037	2038-2042
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000	\$1,016,610		\$1,016,610							
Aeration Basin Blower Repair	\$65,000	\$65,000	\$65,000								
Grit Removal System	\$1,015,000	\$1,324,345							\$1,324,345		
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000	\$2,518,059						\$1,240,423	\$1,277,636		
Rotary Drum Thickener & Dewatering Building	\$7,204,000	\$7,757,364			\$3,821,362	\$3,936,003					
Remove Digester No. 1 Building and New Flat Covers	\$690,000	\$710,700		\$710,700							
Clarifier No. 1 HVAC and Roof Repair	\$183,000	\$194,145			\$194,145						
Gravity Thickener & Transfer Building Demo	\$145,000	\$158,445				\$158,445					
Digester No. 2	\$2,648,000	\$3,355,384							\$3,355,384		
Screw Press	\$1,527,000	\$1,718,652					\$1,718,652				
New & Replacement Digester Blowers	\$1,829,000	\$2,249,439							\$2,249,439		
Aeration Basin Blowers & Updated Electrical	\$6,626,000	\$7,610,105		\$2,185,660		\$1,849,987		\$1,276,361	\$2,298,097		
Replace Generator & MCC-3	\$1,263,000	\$1,599,931							\$1,599,931		
Pump Replacements	\$1,413,000	\$2,072,613						\$409,514	\$474,738	\$550,352	\$638,009
Replace UV Equipment	\$1,694,000	\$2,022,725							\$2,022,725		
Upgrade PLC Hardware	\$1,356,000	\$1,526,190					\$1,526,190				
Upgrade Filter PLC	\$102,000	\$105,060		\$105,060							
Digester No. 1 Diffusers	\$250,000	\$326,193							\$326,193		
Clarifier Mechanism No. 1 Replacement	\$553,000	\$743,186							\$743,186		
Upgrade Dewatering PLC	\$102,000	\$149,790								\$149,790	
Misc. Headworks Improvements	\$271,000	\$412,158						\$59,123			\$353,035
Upgrade UV PLC	\$102,000	\$105,060		\$105,060							
Clarifier Mechanism No. 2 Replacement	\$454,000	\$666,714								\$666,714	
Lab/Ops/Maintenance Remodel	\$1,010,000	\$1,398,076								\$1,398,076	
Utility Tractor	\$67,000	\$67,000	\$67,000								
Sewer Cleaning "Vac" Truck	\$450,000	\$450,000	\$450,000								
Parking Lot Repaving	\$1,330,000	\$1,949,527					\$748,463				\$1,201,064
Replace VFD's	\$1,564,000	\$2,188,629							\$933,749		\$1,254,880
Outfall Clearing	\$167,000	\$220,281					\$93,980			\$126,301	
Total Cost <sup>1</sup>	\$37,207,000	\$44,681,383	\$582,000	\$4,123,090	\$4,015,507	\$5,944,435	\$4,087,285	\$2,985,421	\$16,605,423	\$2,891,234	\$3,446,989

<sup>&</sup>lt;sup>1</sup> Total costs account for 3% inflation.

MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning; UV=ultraviolet; SCADA=supervisory control and data acquisition system; PLC=programmable logic controller

Source: The City of Ketchum and the City's Facility Plan.

Though the full needs, exact costs and expected funding sources are not finalized, the City expects the costs of the Project to be funded as follows.

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	Bonds	Other Financing Source (1)	Total Project Cost <sup>(2)</sup>
Sun Valley Water and Sewer District City of Ketchum	\$	\$	\$
Total Project	\$	\$	\$

Source: The City of Ketchum.

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# **Wastewater Services Rates**

Monthly Rates. Historically, rates are considered annually as part of the City's annual budget development process. The City of Ketchum City Council ("City Council") has final approval of the rates of the System. Rates are approved for implementation at the start of the following Fiscal Year, October 1. The City Council may adjust rates at other times during a Fiscal Year by approval of an ordinance after three readings. Resolution No. 22-021 increased the City's Wastewater rates by approximately 7% over the prior rates for the current fiscal year. The City's current wastewater rates are as follows:

#### **WASTEWATER RATES**

Service	Classification	Rate Per
Number	Classification	Month
11	Single family home	\$41.85
12	Multiple living unit	\$41.85
13	Motel / hotel (first unit)	\$41.85
15	Office building / 1,500 square feet	\$41.85
16	Retail sales / 3,000 square feet	\$41.85
17	Restaurant / cafe per seat with or without a trap	\$4.13
20	Retail food / 1,500 square feet	\$41.85
21	Barber shop / per chair	\$20.90
22	Beauty salon / per operator	\$41.85
26	Dry cleaners	\$83.67
27	Garage / mechanical per 1,500 square feet	\$83.67
28	Laundries	\$167.39
29	Bank	\$83.67
30	School / per 50 students	\$41.85
31	Swimming pool / private / 500 square feet	\$10.40
32	Beer, wine, liquor	\$78.20
33	Theater / per screen	\$83.67
35	Nursery school	\$83.67
36	Church	\$83.67
37	Lodge / private / 3,000 square feet	\$83.67
39	Dentist / doctor/ per medical doctor	\$45.04
40	Car wash with recycle	\$45.04
41	Hospital / per bed	\$8.34
42	Bowling alley / per lane	\$16.72
43	Car wash without recycle / per bay	\$73.60
44	Commercial / 3,000 square feet	\$41.85
45	Photo development lab	\$83.60
46	Gas station with public restrooms	\$83.67
47	Warehouse / 6,000 square feet	\$41.85
48	Swimming pool / public / 500 square feet	\$31.99
54	Motel / hotel unit without cooking	\$10.40
55	Motel hotel, with cooking	\$20.90
56	Senior family living home	\$20.90

Source: City of Ketchum.

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A 5-year history of Wastewater services rate adjustments is shown in the following table:

#### HISTORIC WASTEWATER SERVICES RATE ADJUSTMENTS

	2019	2020	2021	2022	2023
Residential	\$33.89	\$35.55	\$37.29	\$39.12	\$41.85
Commercial	\$33.89	\$35.55	\$37.29	\$39.12	\$41.85

Source: The City of Ketchum.

Current average rates for the City and District follow:

#### SUMMARY OF AVERAGE USER RATES AND REVENUES

Item	Ketchum	SVWSD	Total
Connections	2,089	2,792	4,881
Average Monthly Rate per Connection	\$39.12	\$23.00	-
Average Quarterly Revenue	\$245,165	\$192,648	\$437,813
Average Yearly Revenue	\$980,660	\$770,592	\$1,751,252

Source: The City of Ketchum

Approximately 100% of the revenue from the City's residential customers has historically been generated from the base charge associated with such accounts, with no additional revenue derived from use charges.

Cost of Service Study. The City is planning to conduct a Cost-of-Service Study and Rate Design (herein the "Cost-of-Service Study") to establish updated monthly rates and a new connection fee methodology for new development to determine the adequacy of the existing rates, which will take into account the funding required to maintain and upgrade the Facility in accordance with the Facility Plan. See "THE SYSTEM – Facility Plan" above. The Cost-of-Service Study will occur once the Collection System Study is completed in early 2024. The City plans to annually increase rates, subject to annual City Council approval, at a lower rate to keep pace with increasing Facility and improvement costs. The City estimates its rate revenue must increase approximately 7% in FY 2023 with increases of approximately 5% through FY 2032. The rate increase to each customer classification may be higher or lower, so long as the overall rate increase is achieved.

The following tables present estimated wastewater services rate adjustments for each customer classification. Estimates are subject to change and the City will continue to consider and evaluate rates each year to ensure revenue requirements are met.

#### PROJECTED WASTEWATER SERVICES RATE ADJUSTMENTS

	5-YEAR MONTHLY RATES BY CATEGORY		PROJECTED MONTHLY RATES				
	Annual Percentage Increase	7.0%	5.0%	5.0%	5.0%	5.0%	5.0%
		FY 2023	FY 2024	FY2025	FY 2026	FY2027	FY2028
11	Single family home	41.85	43.94	46.14	48.45	50.87	53.41
12	Multiple living unit	41.85	43.94	46.14	48.45	50.87	53.41
13	Motel / hotel (first unit)	41.85	43.94	46.14	48.45	50.87	53.41
15	Office building / 1,500 square feet	41.85	43.94	46.14	48.45	50.87	53.41
16	6 Retail sales / 3,000 square feet		43.94	46.14	48.45	50.87	53.41
17	Restaurant / cafe per seat with or without a trap	4.13	4.34	4.55	4.78	5.02	5.27
20	Retail food / 1,500 square feet	41.85	43.94	46.14	48.45	50.87	53.41
21	Barber shop / per chair	20.90	21.95	23.04	24.19	25.40	26.67

			-				
22	Beauty salon / per operator	41.85	43.94	46.14	48.45	50.87	53.41
26	Dry cleaners	83.67	87.85	92.25	96.86	101.70	106.79
27	Garage / mechanical per 1,500 square feet	83.67	87.85	92.25	96.86	101.70	106.79
28	Laundries	167.39	175.76	184.55	193.77	203.46	213.64
29	Bank	83.67	87.85	92.25	96.86	101.70	106.79
30	School / per 50 students	41.85	43.94	46.14	48.45	50.87	53.41
31	Swimming pool / private / 500 square feet	10.40	10.92	11.47	12.04	12.64	13.27
32	Beer, wine, liquor	83.67	87.85	92.25	96.86	101.70	106.79
33	Theater / per screen	83.67	87.85	92.25	96.86	101.70	106.79
35	Nursery school	83.67	87.85	92.25	96.86	101.70	106.79
36	Church	83.67	87.85	92.25	96.86	101.70	106.79
37	Lodge / private / 3,000 square feet	83.67	87.85	92.25	96.86	101.70	106.79
39	Dentist / doctor/ per medical doctor	45.04	47.29	49.66	52.14	54.75	57.48
40	Car wash with recycle	45.04	47.29	49.66	52.14	54.75	57.48
41	Hospital / per bed	8.34	8.76	9.19	9.65	10.14	10.64
42	Bowling alley / per lane	16.72	17.56	18.43	19.36	20.32	21.34
43	Car wash without recycle / per bay	83.67	87.85	92.25	96.86	101.70	106.79
44	Commercial / 3,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
45	Photo development lab	83.67	87.85	92.25	96.86	101.70	106.79
46	Gas station with public restrooms	83.67	87.85	92.25	96.86	101.70	106.79
47	Warehouse / 6,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
48	Swimming pool / public / 500 square feet	31.99	33.59	35.27	37.03	38.88	40.83
54	Motel / hotel unit without cooking	10.40	10.92	11.47	12.04	12.64	13.27
55	Motel hotel, with cooking	20.90	21.95	23.04	24.19	25.40	26.67
56	Senior family living home	20.90	21.95	23.04	24.19	25.40	26.67

Source: The City of Ketchum.

*Rate Comparison.* The following is a comparison of the average monthly charges for the City's residential customers compared to those residential customers of nearby cities for the Fiscal Year 2023.

# **RATE COMPARISON**

City	Rate
Hailey	\$59.37 (5,000 gallon/month)
Bellevue	\$85.86
Jerome	\$70.00
Rupert	\$56.91
Heyburn	\$65.61
Burley	\$45.50
McCall	\$70.00 (3,000 – 4,000 gallons)

Source: The City of Ketchum.

The City maintains strong performance in year-over-year wastewater revenues.

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TOTAL WASTEWATER RATE COLLECTION SUMMARY

Year	Total Rate Collection
2019	2,061,375.65
2020	2,136,432.75
2021	2,297,441.16
2022	2,424,758.45

Source: The City of Ketchum

Billing and Collection. Billing occurs monthly for all customer classifications at the established rate. A single customer user having more than one classification is charged for all applicable classifications rates. All customer classifications are due and payable by the 20<sup>th</sup> day of the month billed. Customer users aged 65 or older may qualify for a senior citizen rate, if the wastewater fee is being charged to the borrower user's primary residence.

Delinquent notices are mailed directly to delinquent account holders by City employees. A delinquency charge of 10% of the amount due and owing is assessed to delinquent accounts monthly. The City utilizes letters, phone calls, credit bureau reporting, and service shut-off to regulate delinquency. Escalated past-due accounts are passed to the City's legal department for small claims court or to a third-party collection agency. Each fall a Shutoff Notice is mailed to customers informing them a tax lien will be placed on their property if delinquent balance is not paid. Door hangers are then utilized prior to the recording of any tax lien.

# **Wastewater Fund**

The operations of the Facility are accounted for in the Wastewater Fund, which is categorized as an enterprise fund of the City. All operations, debt service, and capital improvements to the System are accounted for in the Wastewater Fund.

The City includes in its annual budget for the Facility estimated receipts of revenues for services, fees, and other funds to cover all expenditures, including expenses of operation and maintenance, repair and replacement of facilities and equipment of the Facility.

The Fiscal Year 2023 budget, provided by the City, reflects revenues and expenditures both totaling \$6,868,120. The breakdown of budgeted revenues and expenses is detailed below:

# SUMMARY OF RECENT WASTEWATER FUND REVENUES AND EXPENDITURES

Wastewater Division Revenues & Expenditures

	Revenues WASTEWATER	FY 2021 Audited Actuals 2,858,171	FY 2022 Adopted Budget 3,591,419	FY 2022 Actuals 2,060,417	FY 2023 Proposed Budget 6,868,120		Expenditures WASTEWATER	FY 2021 Audited Actuals 2,460,185	FY 2022 Adopted Budget 3,259,625	FY 2022 Actuals 2,050,962	FY 2023 Proposed Budget 6,868,120
	Revenues	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget		Expenditures	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget
1	WASTEWATER CHARGES	2,297,441	2,432,485	1,614,970	2,602,759	1.	SALARIES	394,219	464,605	334,233	517,130
2	WASTEWATER INSPECTION FEES	720	- 1	640	- 1	2.	BENEFITS	294,775	358,665	243,178	399,567
3	SUN VALLEY WA & SW DISTRICT CH	540,789	1,151,934	441,649	2,906,163	3.	MATERIALS AND SERVICES	988,370	715,928	477,443	1,128,600
4	INTEREST EARNINGS	5,564	7,000	3,158	7,000	4.	TRANSFERS	286,801	1941	196,784	319,233
5	REFUNDS & REIMBURSEMENTS	(5,956)			-	5.	CAPITAL OUTLAY TRANSFER	440,000	1,459,176	776,000	4,248,090
6	AMORTIZED BOND PREMIUM	19,449	- 1	-	- "	6.	DEBT SERVICE	56,020	261,250	23,323	255,500
8	FUND BALANCE				1,352,198		Total Expenditures	2,460,185	3,259,625	2,050,962	6,868,120
7	GAIN(LOSS) ON PENSION ACTIVITY	164	~ 1	-	-						
Г	Total Revenue less Transfers	2,858,171	3,591,419	2,060,417	6,868,120	Г					
	Transfers	- 1	= 1	-	-			9			
	Total Revenue	2,858,171	3,591,419	2,060,417	6,868,120						
	Funding Requests	94 3				5 8	Funding Requests	9			
1					1.3	1.	****				
	Sub-total	-					Sub-total	- 1	-	-	*
	Total Revenue with Changes	2,858,171	3,591,419	2,060,417	6,868,120		Total Expenditures	2,460,185	3,259,625	2,050,962	6,868,120
	Total Expenditures with Changes	2,460,185	3,259,625	2,050,962	6,868,120			0			
	Total Revenue Over/Under	397,986	331,795	9,455	0						

# **Financial Reports**

The following are summaries of the City's Wastewater Fund Statement of Net Position, Wastewater Fund Statement of Revenues, and Wastewater Fund Expenditures and Changes in Fund Net Position as extracted from the City's audited financial statements for the years indicated.

# WASTEWATER FUND – STATEMENT OF NET POSITION<sup>(1)</sup> (FISCAL YEARS)

	(I ISCAL	I Er III			
	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Audited
Assets:					
Current Assets:					
Cash and Deposits	\$ 1,408,912	-	\$ 1,476,217	\$ 2,458,029	\$ 3,184,738
Accts receivable – customers	20,898	-	17,101	21,039	19,593
Accts receivable – other govts.	39,164	60,233	58,713	72,539	115,114
	1,468,974	771,337	1,764,031	2,551,607	3,319,445
Restricted Current Assets:	,,.	,	, ,	, ,	- / /
Cash and Deposits	212,000	212,000	212,000	212,000	212,000
Total Current Assets	1,680,974	983,337	1,764,031	2,763,607	3,531,445
Capital Assets:	, , .	,	, ,	, ,	- / /
Plant and equipment	13,365,286	14,465,878	14,529,340	14,529,341	15,055,387
Accumulated depreciation	(6,055,007)	(6,379,305)	(6,709,093)	(7,038,483)	(7,354,866)
Net Plant and equipment	7,310,279	8,086,573	7,820,247	7,490,858	7,700,521
TOTAL ASSETS	8,991,253	9,069,910	9,584,278	10,254,465	11,231,966
TOTAL ASSETS	8,991,233	9,009,910	9,364,276	10,234,403	11,231,900
Net Pension Asset & Deferred Outflow of Resources:					
Net Pension Asset	-	-	-	10,747	-
Deferred Outflows from Pension Activity	47,393	17,401	49,433	139,209	219,245
Liabilities:					
Current Liabilities:					
Accounts and Interest Payable	2,971	2,740	2,333	1,906	1,459
Current portion long-term debt	185,000	195,000	205,000	215,000	220,000
Total current liabilities	187,971	197,740	207,333	216,906	221,459
Noncurrent Liabilities:	,	,	,	- ,-	,
Bonds Payable	1,315,000		915,000	700,000	480,000
Unamortized Bond Discount	-	-	-	-	-
Unamortized Bond Premium	142,310		106,258	86,809	66,411
Net Pension Liability	224,575		235,774	-	435,804
Compensated Absences Payable	17,387	34,905	40,872	48,704	45,458
Total noncurrent liabilities	1,699,272	1,395,846	1,297,904	835,513	1,027,673
TOTAL LIABILITIES	1,877, 243	1,593,586	1,505,237	1,052,419	1,249,132
Deferred Inflow of Resources					
Deferred Inflows from Pension Activity	18,540	53,708	7,699	343,833	3,195
Deferred limows from 1 chsion Activity	10,540	33,700	7,077	343,633	3,173
Net Position					
Investment in capital assets		2 2			
net of related debt	5,667,969	6,647,763	6,593,989	6,489,049	6,934,110
Restricted	212,000	212,000	212,000	212,000	212,000
Unrestricted	1,252,984	580,254	1,314,786	2,307,120	3,054,124
TOTAL NET POSITION	<u>\$ 7,132,953</u>	<u>\$ 7,440,017</u>	\$ 8,120,775	\$ 9,008,169	<u>\$ 10,200,134</u>
				1	I

<sup>(1)</sup> Fiscal Year 2023 projections were unavailable and are not included in this table. Source: Extracted from the City of Ketchum's annual audited financial statements.

# WASTEWATER FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION

(FISCAL YEARS)<sup>(1)</sup>

	(FISCAL TEARS)						
	2018	2019	2020	2021	2022		
	Audited	Audited	Audited	Audited	Audited		
Operating Revenues:							
Charges for services	\$ 2,086,818	\$ 2,531,014	\$ 2,613,383	\$ 2,8383,230	\$ 3,363,806		
Hookups, connections, impact fees	100,555	24,485	114,547	89,578	157,674		
Reimbursements and Misc.	26,119	5,421	14,926	-	84		
Total Operating Revenue	2,213,492	2,560,920	2,742,856	2,927,808	3,521,564		
Operating Expenses:							
Salaries and benefits	643,283	637,325	618,302	688,995	810,220		
Administrative and supplies	843,314	905,548	839,889	992,067	1,168,694		
Depreciation	289,692	324,298	329,788	329,390	316,382		
Total Operating Expenses	1,776,289	1,867,171	1,787,979	2,010,452	2,295,296		
Operating Income	437,203	693,749	954,877	917,356	1,226,268		
Nonoperating Revenues (Expenses)							
Interest Income	26,229	23,651	14,272	6,445	15,677		
Interest Expense	(75,086)	(71,030)	(65,340)	(56,020)	(45,750)		
Gain (Loss) on pension activity	1,803	42,194	(40,602)	164	(24,628)		
Amortization of bond discount	-	-	-	•	-		
Amortization of bond premium	17,077	-	17,551	19,449	20,398		
Total Nonoperating	(29,977)	-	(74,119)	(29,962)	(34,303)		
Income before transfers		707,064	880,758	887,394	1,191,965		
Transfers in	-	-	, -	, -	-		
Transfers out	-	(400,000)	(200,000)	-	-		
Net Income	407,226	307,064	<u>680,758</u>	<u>887,394</u>	<u>1,191,965</u>		
Total Net Position – Beginning	6,725,727	7,132,953	7,440,017	8,120,775	9,008,169		
Total Net Position – Ending	<u>\$ 7,132,953</u>	<u>\$ 7,440,017</u>	\$ 8,120,775	\$ 9,008,169	\$ 10,200,134		

<sup>(1)</sup> Fiscal Year 2023 projections were unavailable and are not included in this table. Source: Extracted from the City of Ketchum's annual audited financial statements.

# NET REVENUES AND DEBT SERVICE COVERAGE SUMMARY – WASTEWATER FUND<sup>(1)</sup>

The following table shows the City's historical ability to comply with the Debt Service Coverage requirements of the Bond Ordinance.

	2018	2019	2020	2021	2022
	Audited	Audited	Audited	Audited	Audited
Expenses:	\$ 1,776,289	\$ 1,867,171	\$ 1,787,979	\$ 2,010,452	\$ 2,295,296
Program Revenues:					
Fees, Fines, and	2,213,492	2,560,920	2,742,856	2,927,808	3,521,564
Charges for Service					
Capital Grants and	-	-	-	-	-
Contributions					
Net (Expense) Revenues and	473,203	693,749	954,877	917,356	1,226,268
Change in Net Assets:					
Total:	<u>\$ 473,203</u>	\$ 693,749	<u>\$ 954,877</u>	<u>\$ 917,356</u>	<u>\$ 1,226,268</u>

<sup>(1)</sup> Fiscal Year 2023 projections were unavailable and are not included in this table. Source: Extracted from the City of Ketchum's annual audited financial statements.

# **Parity Bond Debt Service Expectation**

Prior to issuing Parity Bonds, the City will be required to meet the covenants for Parity Bonds included in the Master Ordinance; see "SECURITY FOR THE SERIES 2023 BONDS – Future Obligations." [The City expects to begin amortization of all Parity Bonds related to the Project in Fiscal Year 20[\_\_]. Current projections for annual debt service on Parity Bonds following completion of the Project is \$[\_\_\_\_] million, beginning in Fiscal Year 20[\_\_].]

#### **Regulatory Environment and Permits**

Operation of the Facility and the City's Wastewater Division is regulated by the United States Environmental Protection Agency ("EPA"), which approved the State's request for a state operated pollutant discharge elimination system in June 2018, thereby creating the Idaho Pollution Discharge Elimination System ("IPDES") and delegating certain Clean Water Act discharge permitting authority to the State through DEQ. While the State has been delegated IPDES permitting authority from EPA, the City and District's current permit was issued under the federal National Pollutant Discharge Elimination System ("NPDES") program and a new IPDES permit has not yet been issued. The City and District have one NPDES permit (ID002081) for the City of Ketchum / Sun Valley Water and Sewer District Wastewater Treatment Plant, issued in 2012, which expired on July 31, 2017. The City and District reapplied under the IPDES Program and is currently operating the Facility under an administrative extension while awaiting issuance of a new IPDES permit by DEO.

The City and Facility is in compliance with all relevant State and Federal acts, permits and regulations. There are no pending administrative actions by any regulatory agencies involving the Facility. The Facility is currently in compliance with all applicable permit parameters. The Pending IPDES Permit will reflect current Clean Water Act requirements and associated State standards. For any constituent regulations the City cannot immediately comply with, the Pending IPDES Permit will include a schedule of compliance to allow time to come into compliance.

#### THE CITY

#### General

The City was incorporated in 1961 and covers an area of approximately 3.25 square miles. Located in Blaine County, Idaho, the City is situated in central Idaho at the northern end of the Wood River Valley and the edge of the Sawtooth National Forest. The primary functions performed by the City include public safety, community development, public improvements, planning and zoning, and general administrative services to its residents.

# Mayor - Council System

The City operates under the mayor-council system of government with a mayor (the "Mayor") and four councilors (the "City Council"). The Mayor and City Council are elected to four-year terms. The Mayor serves as the chief executive officer for the City, responsible for carrying out policies set by the City Council and for enforcing the City Code. The City Council acts through the passage of ordinances, resolutions, and motions. Specific regulatory and ordinance powers are granted by State statute. Public hearings are held as required for matters such as land use planning and budgeting.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

Name	Position	Term Expires
Neil Bradshaw	Mayor	2026
Jim Slanetz	Council President	2024
Courtney Hamilton	Councilor	2026
Amanda Breen	Councilor	2026
Michael David	Councilor	2024

Source: The City of Ketchum.

# **Key Administration Officials**

The administrative and management staff of the City includes a City Administrator, a City Treasurer, and the Wastewater Division Supervisor, who oversees the City's System and Facility. [All management staff is hired by the City Council.]

Neil Bradshaw, Mayor. Mr. Bradshaw was elected Mayor in 2017. He earned a Masters in Mechanical Engineering, Manufacture and Management from the University of Birmingham, UK, and an MBA while on scholarship to the University of Kansas. Mr. Bradshaw has a background in project finance, business development, investment banking, and sales, with a focus toward business development in seasonal economies and outdoor recreation. Mr. Bradshaw also serves as the volunteer President of the non-profit Ketchum Community Development Corporation and has had a hand in reshaping development of the City through volunteer-led development efforts, including the development of affordable housing and the Ketchum Innovation Center.

Jade Riley, City Administrator. Mr. Riley has served as the City's Administrator since August of 2021. Prior to that, Mr. Riley spent over 16 years with the City of Boise as Chief Operating Officer and Chief of Staff. Mr. Riley's experience with the City of Boise included the management of daily operations of twelve departments and oversaw development of Boise's \$515 million budget. Mr. Riley's background includes long-term strategic municipal development and planning. Prior to his local government service, he worked in a variety of roles in the federal government, including time at the White House and U.S. House of Representatives. He is a graduate of Boise State University with a degree in Political Science.

Shellie Gallagher, City Treasurer. Ms. Gallagher has been with the City in its Finance Department since May 2015, in a variety of positions, including Deputy Treasurer. In March 2021, she was appointed City Treasurer. A long-time public servant, Ms. Gallagher has served for over twenty years in other municipalities, including the City of Hailey, Idaho as Deputy Treasurer; City of Gardena, California as Deputy Treasurer; and the City of Meridian, Idaho as Utility Billing Manager.

Mick Mummert, Wastewater Division Supervisor. Mr. Mummert has been with the City in the Utilities Department since October of 2001. He was appointed Wastewater Division Supervisor in May of 2015 after working in all three divisions of the Utilities Department. He holds operator certification licenses for Wastewater Treatment, Wastewater Collections, Wastewater Land Application, and Water Distribution. Mick has earned an Associate Degree in Water Resource Management from the College of Southern Idaho.

#### **Staff**

As of September 30, 2022, the City has 73 full-time equivalent ("FTE") employees. The City employs part-time and seasonal employees to assist with peak demand. The City's Wastewater Division is supported by 5 full-time employees. The Facility complies with both EPA and DEQ requirements by including a superintendent certified at Wastewater Class IV, one lead operation certified at Wastewater Class IV, one operation certified at Wastewater Class II, or III, two assistant operations certified at Class I or higher, on person able to perform normal mechanical and/or electrical maintenance, one lab technician, and a part-time administrative assistant.

The City has ordinary turnover within the Wastewater Division, and historically has average vacancy rates of approximately [ ]%. The City has not experienced any revenue decline or operations interruption as a result of turnover.

#### SUSTAINABILITY AND CLIMATE ACTION

The City has set a climate action goal of decarbonizing all city facilities by 2030. The 2020 Ketchum Sustainability Action Plan (the "Sustainability Plan") sets out the City's path for reaching carbon neutrality.

As it relates to the Project, the City plans to increase energy efficiency at the Facility by replacing electric space heaters with mini-split heaters, and installation of destratification fans, variable speed pumps, and sensor systems. The City also participated in Idaho Power's Wastewater Energy Cohort, to increase its understanding and ability to strategize and receive support in its treatment of industrial wastewater. The City is also now transitioning the majority of its wastewater biosolids into compost on-site, in order to replace land application practices.

# FINANCIAL FACTORS

# **Accounting Policies**

GASB 34. The Statement of Net Position and the Statement of Activities. The City's financial statements are prepared in conformity with generally accepted accounting principles in the United States ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). The City has implemented the financial reporting model required by GASB Statement No. 34, Basic Financial Statements — and Management's Discussion and Analysis — for State and Local Governments. The City follows the "business-type activities" reporting requirements of GASB-34 that provides a comprehensive one-column look at the City's financial activities. The Statement of Net Position and the Statement of Activities provide information about the City's activities and present both a short-term and a long-term view of the City's finances. The City's financial statement reports that the most important feature of these statements is that they report the City's activities in a way that will help assess whether the City is better or worse off financially as a result of a given year's activities. They are prepared using the accrual basis of accounting, which reports the current year's revenues and expenses regardless of when cash changes hands.

Fund Accounting. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City's funds consist of the General Fund, Local Option Tax Fund, Capital Improvement Fund, two Enterprise Funds (Water and Wastewater), and seven trusts or restricted purpose funds.

The Wastewater Fund is accounted for on a cost of services or capital maintenance measurement focus. This means that all assets and all liabilities (whether current or noncurrent) associated with its activity are included on the balance sheets. Reported fund equity (net total assets) is segregated into contributed capital and retained earnings components. Enterprise fund type operating statements present increases (revenues) and decreases (expenses) in net total assets.

The accrual basis of accounting is utilized for enterprise funds, including the Wastewater Fund. The accrual basis of accounting recognizes revenues when they are earned, and expenses when the related liability is incurred.

#### **Independent Audit Requirement**

The City's financial statement audit for the fiscal year ending September 30, 2022, was performed by Workman & Company, Twin Falls, Idaho ("Workman") and is included in "Appendix A – Annual Comprehensive Financial Report" attached hereto. The audit report indicates the financial statements fairly show the City's financial condition and are in conformance with GAAP. [Workman has consented to the inclusion of the Annual Comprehensive Financial Report in this Official Statement.]

# **Investment Policy**

The City has a formal investment policy, approved on January 20, 1998, as Resolution No. 681. Additionally, the City's investment policy is governed by Idaho Code, Chapter 12 of Title 67, which provides authorization for the investment of funds as well as specific direction as to what constitutes an allowable investment. The Code limits investments to the following general types: (i) certain revenue bonds, general obligation bonds, local improvement district bonds and registered warrants of State and local governmental entities; (ii) time deposits accounts and tax anticipation and interest—bearing notes; (iii) bonds, treasury bills, debentures or other similar obligations issued or guaranteed by agencies or instrumentalities of the government of the State of Idaho or the United States; and (iv) repurchase agreements.

Local governments, including the City, are also authorized to invest in the Local Government Investment Pool ("LGIP"), which is managed by the Idaho State Treasurer's Office. Information on the LGIP investments is available from the Idaho State Treasurer. The City does invest in the LGIP.

Investments are stated at cost, except for investments in the deferred compensation agency fund, which are reported at market value. Interest income on such investments is recorded as earned in the General Fund of the City unless otherwise

specified by law. For additional detail regarding the City's investment policy, *see also* "Appendix A—Annual Comprehensive Financial Report, for Fiscal Year Ended September 30, 2022 – Note 2. Cash and Cash Deposits."

# [Debt Policy

[The City has adopted a formal debt policy which applies to all debt issued by the City regardless of purpose, source, or type.]

# Risk Management

The City manages its risks through the purchase of a general insurance coverage policy for public entities through the Idaho Counties Risk Management Program ("ICRMP"), a program that is the primary source of property and casualty loss protection for Idaho local governments including counties, cities, and special purpose districts. As of the date of this Official Statement, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the City provides.

# **Pension System**

PERSI. The City is a member of the Idaho State Public Employees' Retirement System of Idaho ("PERSI"). The City's classified employees, including those hired prior to July 1, 1990, are covered under PERSI, which administers a multiple-employer cost-sharing defined benefit public employee retirement system. PERSI's funding objective is to meet long term benefit obligations through contributions and investment income and provide a reserve against market fluctuation. A retirement board (the "PERSI Board"), appointed by the governor and confirmed by the State Senate, manages the system, including selecting investment managers to direct the investment, exchange, and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("PERSI Base Plan"), the Firefighters' Retirement Fund and the Judges' Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers, which consist of (i) employees who work 20 or more hours per week for five consecutive months, (ii) teachers working a half-time contract or greater, or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2022, PERSI had 74,409 active members, 53,190 inactive members, and 50,891 retired members or beneficiaries. As of June 30, 2022, there were 840 participating employers in the PERSI Base Plan with a total overall membership of 177,802. As of September 30, 2022, the City had [11] active employees entitled but not yet receiving benefits, and [12] inactive employees or beneficiaries receiving benefits.

The Net Position for all pension and other funds administered by PERSI increased by \$5.0 billion during Fiscal Year 2021 and decreased \$2.8 billion during Fiscal Year 2022. The change in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All the plans experienced investment losses in Fiscal Year 2022 as a result of negative market performance. Net investment income for all of the funds administered by PERSI for the Fiscal Year 2022 and Fiscal Year 2021 was \$(2.4) billion and \$5.0 billion, respectively.

Based on the July 1, 2022, actuarial valuation, PERSI's Base Plan net pension liability of \$(78,977.973) million, resulted in a change in funding status from a funding ratio of 100.36% on July 1, 2021, to 83.09% on June 30, 2022. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. The higher the funding ratio, the better the plan is funded.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since its inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial accrued liability ("UAAL") be 25 years or less, the PERSI Board must annually analyze contribution rates. Because there is an amortization period of the Unfunded Actuarial Liability of 100+ years, the PERSI Board is currently analyzing contribution rates. Current rates are as follows:

#### **CONTRIBUTION RATES**

<u>Member</u>		<b>Employer</b>	
General/ Teacher	Fire/ <u>Police</u>	General/ <u>Teacher</u>	Fire/ <u>Police</u>
7.16%	9.13%	11.94%	12.28%

Source: Financial Statements June 30, 2022, Public Employee Retirement System of Idaho.

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, 2022, is based on the results of an actuarial valuation date July 1, 2022.

The City's required and paid contributions to the Base Plan as of June 30, 2022, was \$420,730. The reflected required and paid contributions represent the City's entire contribution and are not specifically attributable to the Wastewater Division. PERSI contribution requirements are established by the PERSI Board within limitations, as defined by state law, and the City relies on PERSI to communicate any increases to the employer-required contribution. The City's required contribution amount is then collected pro-rata from the various departments based on a department's number of employees and salaries, among other factors.

Under GASB Statement No. 68, the City is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. On September 30, 2022, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, 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 PERSI net pension liability was based under the Base Plan, which was 0.0790322%.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2022, and therefore the information is from a source not within the City's control.

#### **Other Post-employment Benefits**

As of the date of this Official Statement, the City does not have any other post-employment benefits.

#### **DEMOGRAPHIC INFORMATION**

The City is located in Blaine County, Idaho, in Idaho's central mountains. Idaho State Highway 75 runs through the City, as does the Big Wood River. The City is served by the Friedman Memorial Airport, located approximately 15 miles away in Hailey, Idaho. Since the Sun Valley Mountain Resort opened as the first destination winter resort in the United States, the City has become a world-renowned travel destination and, as such, its economy is largely based on tourism. Winter tourism is driven by its proximity to Sun Valley, and summer amenities include golf, tennis, fishing, river rafting, and a variety of music and arts festivals and attractions. Year-round tourism is further bolstered by the City's proximity to the Sawtooth National Recreation Area, as well as the Boulder, Smoky, and White Cloud Mountain Ranges. The City is approximately 150 miles away from Idaho's capital city of Boise.

# Local Economy, Industry and Employment

The following is a list of the largest employers in Blaine County:

			No. of Employees
Employer	Location	Product/Service	
Sun Valley Resort	Sun Valley	Hospitality	500-999
Blaine County School District	Hailey	Education	500-999
St. Luke's Wood River Valley Medical Center	Ketchum	Hospital	250-499
Atkinsons' Market, Inc.(1)	Ketchum	Supermarkets and other grocery	100-249
Power Engineers	Hailey	Engineering	100-249
Albertsons	Hailey	Supermarkets and other grocery	100-250
Blaine County	Hailey	Local government	100-249
Zenergy	Ketchum	Hospitality and Fitness	100-249
Community School	Sun Valley	Educational services	100-249
Valley Club	Hailey	Hospitality	50-99
City of Ketchum	Ketchum	Local government	50-99

Source: The Idaho Department of Labor.

#### Income

According to the 2020 Census County, 98.8% of City residents over the age of 25 have a high school degree or higher and 60.7% have a bachelor's degree or higher. The median family income was \$82,168 (\$67,521 nationally). The following table shows historic personal income and per capital income for Blaine County and the State of Idaho:

STATE OF BLAINE TOTAL AND PER INCOME

	2021	2020	2019	2018	2017
Per Capita Income:					
Blaine County	\$134,722	\$127,990	\$122,878	\$108,169	\$102.211
% change from prior year	5.3	4.2	.13.6	5.8	8.0
State of Idaho	52,369	49,491	56,250	53,786	51,550
% change from prior year	5.8	6.2	4.6	4.3	3.9
Total Personal Income:					
Blaine County (\$ in thousands)	\$3,336,537	\$3,113,613	\$2,926,472	2,535,922	\$2,352,072
- 1					
% change from prior year	7.2	6.4	15.4	7.8	10.0
State of Idaho (\$ in millions)	99,550	91,448	83,032	74,435	71,888
% change from prior years	8.9	10.1	8.6	6.3	5.7

IDAHO AND COUNTY PERSONAL CAPITA

Source: Bureau of Economic Analysis.

BLAINE COUNTY LABOR FORCE AND EMPLOYMENT TRENDS (2019-2021)

	Ar	Annual Average		
	2019	2020	2021	
Civilian Labor Force	132,365	131,390	132,437	
Unemployed	3,247	7,365	3,637	
Unemployment Rate	2.5%	5.6%	2.7%	
	Ar	Annual Average		
By Place of Work	2019	2020	2021	
All Industry Covered Jobs	176,304	170,790	175,696	
Total Private	151,042	145,949	150,101	
Goods producing (Including Gov.)	23,739	23,281	23,421	
Service Producing (Including Gov.)	152,565	147,509	152,275	
Private Service Producing	127,377	122,741	126,752	
Natural Resources	235	306	370	
Construction	9,235	9,766	10,100	
Manufacturing	14,269	13,209	12,951	
Trade, Transportation, and Utilities	33,512	32,688	33,874	
Wholesale Trade	8,913	8,931	9,546	
Retail Trade	17,879	17,040	17,318	
Transportation and Warehouse	5,693	5,693	5,966	
Utilities	1,027	1,024	1,024	
Information	2,545	1,771	1,696	
Financial Services	10,073	10,194	10,497	
Professional and Business Services	30,598	30,973	31,030	
Education and Health Services	39,379	38,578	40,416	
Leisure and Hospitality	18,456	15,615	17,031	
Other Services	5,358	4,867	5,100	
Government, All	25,249	24,822	25,589	
Federal	4,786	4,938	4,944	
State	10,739	10,525	11,283	
Local	9,724	9,359	9,362	

Source: Idaho Department of Labor

# CONSTRUCTION VALUE OF THE CITY

	New		Construction Values			
	Dwelling	Total	New	New	Add, Alt	Total
Year	Units	Permits	Resid.	Non-Resid.	& Repairs	Construction
2022	78	115	<b>\$</b> [ ]	<b>\$</b> [ ]	\$[ ]	\$112,059,391
2021	67	140		[]		93,721,161
2020	23	131		[]		76,845,792
2019	[]	128	34,662,565	3,800,000	18,223,558	56,686,123
2018	[]	108	9,090,137	20,262,879	17,079,008	46,432,024

Source: The City of Ketchum.

# **CERTAIN INVESTMENT CONSIDERATIONS**

The Series 2023 Bonds may not be suitable investments for all persons, and prospective purchasers should evaluate the risks and merits of an investment in the Series 2023 Bonds and confer with their own legal and financial advisors before considering a purchase of the Series 2023 Bonds. The following section describes certain risk factors affecting the payment of and security for the Series 2023 Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of the Series 2023 Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following risk factors along with all other information described elsewhere or incorporated by reference in this Official Statement in evaluating the Series 2023 Bonds.

# Federal and Local Regulations

Several factors affect the operation of the Facility. Federal, state, and local standards and procedures that regulate the operations and environmental impacts of sewer systems are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that the Facility will remain subject to the regulations currently in effect, will be in compliance with current or future regulations or will always be able to obtain all required operating permits. Compliance with applicable environmental standards could result in additional capital and operating expenditures and reduced operating and efficiency levels, as well as possible fines, penalties, or liabilities for noncompliance.

# **Operating Results**

Several factors could impact the results of operations of the Facility in the future, including a decrease in the number of customers, changes in regional and local economic conditions, regulatory and permit requirements, changes in population, increased water conservation, increased operation and maintenance costs, and changes in general market conditions. There can be no assurance that the Facility will be able to maintain the current number of users if there are changes in the residential and/or commercial population of the Service Area.

# **Facility Expenses, Collections and Future Rates**

#### Cybersecurity

Like other organizations, the City relies on electronic systems and technologies to conduct operations. Computer networks and data transmission and collection are vital to the safe and efficient operations of the City. The City considers information security to be of paramount importance. The City has implemented various internal procedures and standards to protect against such risks. The City utilizes the following at the firewall level to resist cybersecurity attacks: intrusion detection and prevention, antivirus and antimalware scanning and filtering, and Geo-IP filtering. Antivirus and patch management are implemented at the server and workstation level. Network segmentation is implemented at the switch level. Multifactor authentication is implemented for all City email accounts.

The City maintains cyber liability and has implemented policy measures to help offset any financial risks that may result from a cybersecurity breach. As with all risks to which the City is exposed, loss or breach can result in legal and/or regulatory claims. The City's comprehensive insurance policies are in place to protect the City in those circumstances.

#### **Natural and Economic Forces**

The City, like all communities, may be subject to unpredictable natural or man-made disasters, such as seasonal storms, excessive/high winds, flood, fire, toxic dumping or acts of terrorism, any of which could adversely affect the City including the Facility and the collection and receipt of Net Revenues. In the event of such calamities, there may be significant damage to both property and infrastructure, including to the Facility. As a result, a substantial portion of the property owners may be unable or unwilling to pay for service.

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#### **International Economic and Political Conditions**

With the globalization of business and the increased importance of international trade and tourism, growth in the U.S. economy has become more closely tied to worldwide economic, political, and social conditions. As a result, international economics, trade balances, currency exchange rates, political relationships, and hostilities are now important influences.

#### **Secondary Market**

No assurance can be given concerning the existence of any secondary market for the Series 2023 Bonds or its creation or maintenance by the Underwriter. Thus, purchasers of Series 2023 Bonds should be prepared, if necessary, to hold their Series 2023 Bonds until their respective maturity dates.

# **Forward Looking Statements**

This Official Statement contains statements relating to future results that are "forward-looking statements." When used in this Official Statement, the words "estimate," "anticipate," "intend," "expect," "projection," and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those contemplated in such forward-looking statements.

#### LEGISLATIVE REFERRALS

Legislative referrals are proposed laws that originate from the Legislature to be voted on by the people. In Idaho, both houses of the Legislature must vote, and referrals must pass by two-thirds of each house member to refer a statute or constitutional amendment for a popular vote. Such referrals cannot be vetoed by the governor. According to the Elections Division of the Idaho Secretary of State, there are no currently proposed Legislative referrals.

# THE INITIATIVE PROCESS

Article I, Section 3 of the Idaho Constitution states the people of the State have reserved the power of initiative and referendum, pursuant to which measures to enact or repeal laws can be placed on the statewide general election ballot in even-numbered years for consideration by the voters. The initiative and referendum powers relate only to laws; the Idaho Supreme Court has ruled the Idaho Constitution cannot be amended by initiative or referendum.

In 1997, the Idaho Legislature enacted significant procedural pre-requisites including signature distribution requirements, to qualify an initiative or referendum measure for submittal to the electors. Any person may file a proposed measure with the signatures of 20 qualified electors of the State with the Idaho Secretary of State's office. The Idaho Attorney General is required by law to review and make recommendations (if any) on the petition to the petitioner before issuing a certificate of review to the Secretary of State. The petitioner then, within 15 working days, files the measure with the Secretary of State for assignment of a ballot title and submittal to the Attorney General. The Attorney General, within 10 working days thereafter, must provide a ballot title for the measure. Any elector that submitted written comments who is dissatisfied with the ballot title certified by the Attorney General may petition the Idaho Supreme Court seeking a revision of the certified ballot title.

Once the ballot title has been certified and the form of the petition approved by the Secretary of State, the proponents of the measure will print the petition and, during an 18-month circulation period or until April 30 in an election year, whichever occurs first, may start gathering the petition signatures necessary to place the proposed measure on the ballot.

Prior to 2021, to be placed on a general election ballot, the initiative proponents were to submit, not less than four months prior to the election, to the Secretary of State petitions signed by a number of qualified voters equal to at least 6% of the qualified electors in a majority of the State's 35 legislative districts, and the total number of signatures must be 6% of the total registered voters of the State, which is approximately 62,000 qualified voters. The 2021 Legislature adopted legislation changing this requirement to provide that petitions must be signed by a number of qualified voters equal to at least 6% of the qualified electors in all and each of the State's 35 legislative districts. On August 23, 2021, the Idaho Supreme Court struck down that legislation as violative of the Idaho Constitution's provisions for initiatives and referenda. The effect of the Idaho Supreme Court's action is State law reverts to requiring signatures of 6% of the qualified electors

in 18 of the States' 35 legislative districts, and 6% of the total registered voters of the State. Proponents of measures are permitted to compensate persons obtaining signatures for the petition, but in such instances the petition must contain a notice of such payment to the elector whose signature is being sought.

#### **Historical Initiative Petitions**

According to the Elections Division of the Idaho Secretary of State, there were five initiative petitions and three referendums that qualified for the ballot between 2006 and 2023.

#### TAX MATTERS

#### The Series 2023 Bonds

In the opinion of Skinner Fawcett LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representation and compliance with certain covenants, interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2023 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the Series 2023 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations for tax years beginning after December 31, 2022. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Series 2023 Bonds. A complete copy of the proposed form of the opinion of Bond Counsel is set forth in Appendix C hereof.

To the extent the issue price of any maturity of the Series 2023 Bonds is less than the amount to be paid at maturity of such Series 2023 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2023 Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Series 2023 Bonds that is excluded from gross income for federal income tax purposes under Section 103 of the Code and State of Idaho personal income taxes. For this purpose, the issue price of a maturity of the Series 2023 Bonds is the first price at which a substantial amount of such maturity of the Series 2023 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The original issue discount with respect to any maturity of the Series 2023 Bonds accrues daily over the term to maturity of such Series 2023 Bonds based on a constant interest rate, compounded semiannually, with straight-line interpolations between compounding dates. The accruing original issue discount is added to the adjusted basis of such Series 2023 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment at maturity) of such Series 2023 Bonds. Owners of the Series 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2023 Bonds with original issue discount, including the treatment of purchasers who do not purchase such Series 2023 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2023 Bonds is sold to the public, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Series 2023 Bonds under the federal alternative minimum tax.

Series 2023 Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable premium. No deduction is allowable for the amortizable premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a purchaser's basis in a Premium Bond and the amount of tax-exempt interest received by the purchaser will be reduced by the amount of amortizable premium properly allocable to such purchaser. Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable premium in their particular circumstances.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2023 Bonds. The Issuer and the Borrower have made representations related to certain of these requirements and have covenanted to comply with certain restrictions

designed to assure that interest on the Series 2023 Bonds will not be included in federal gross income. Inaccuracy of the representations or failure to comply with the covenants may result in interest on the Series 2023 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2023 Bonds. The opinion of Bond Counsel assumes the accuracy of the representations and compliance with the covenants. Bond Counsel has not undertaken to determine or to inform any person whether any action taken or not taken or any event occurring or not occurring after the date of issuance of the Series 2023 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2023 Bonds.

Although Bond Counsel is of the opinion that interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of Idaho personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2023 Bonds may otherwise affect an owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Series 2023 Bonds or such owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code by the Treasury Department or the Internal Revenue Service, or future court decisions may cause interest on the Series 2023 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or otherwise prevent owners of the Series 2023 Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for or marketability of the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations, or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based upon current legal authority and represents Bond Counsel's judgment as to the proper treatment of the Series 2023 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the "IRS") or the courts. Further, Bond Counsel cannot give any opinion or assurance as to the future activities of the Issuer or the Borrower. The Issuer and the Borrower have, however, covenanted to comply with the requirements of the Code.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such obligations is includable in the gross income of the owners thereof for federal income tax purposes. Bond Counsel is not obligated to defend the owners, the Issuer, or the Borrower regarding the tax status of the Series 2023 Bonds in the event of such an examination. Under current procedures, parties other than the Issuer and the Borrower and their appointed counsel, such as the owners of the Series 2023 Bonds, would have little, if any right, to participate in the examination process. Moreover, because obtaining judicial review in connection with an examination is difficult, obtaining an independent review of IRS position with which the Issuer and the Borrower legitimately disagree may not be practicable. The selection of the Series 2023 Bonds by the IRS for an examination or an audit of bonds presenting similar tax issues may affect the market price for or the marketability of the Series 2023 Bonds and may cause the Issuer, the Borrower, or the holders of the Series 2023 Bonds to incur significant expense.

### **State Tax Matters**

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2023 Bonds is exempt from all taxation and assessments in the State. Purchasers of the Series 2023 Bonds should consult with their tax advisors with respect to the State and local tax consequences of owning the Series 2023 Bonds.

#### THE BOND REGISTRAR

The City has appointed Zions Bancorporation, National Association, a national banking association organized under the laws of the United States, to serve as Bond Registrar and Paying Agent (the "Bond Register") for the Series 2023 Bonds. The Bond Registrar is to carry out those duties assignable to it under the Series Ordinance. The Bond Registrar has not reviewed or participated in the preparation of this Official Statement and does not assume any responsibility for the nature, completeness, contents, or accuracy of the Official Statement.

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Furthermore, the Bond Registrar has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Series 2023 Bonds authenticated or delivered pursuant to the Series 2023 Ordinance or for the use or application of the proceeds of such Series 2023 Bonds by the City. The Bond Registrar has not evaluated the risks, benefits, or propriety of any investment in the Series 2023 Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets pledged or assigned as security for the Series 2023 Bonds, or the investment quality of the Series 2023 Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

# **LEGAL MATTERS**

### **Opinions of Bond Counsel**

Legal matters incident to the authorization, issuance, and sale of the Series 2023 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as "Appendix C—Form of Bond Counsel Opinion." Bond Counsel has reviewed this document only to confirm that the portions of it describing the Series 2023 Bonds and the authority to issue the Series 2023 Bonds, the security for the Series 2023 Bonds and tax matters relative to the Series 2023 Bonds present a fair summary of such matters.

### Litigation

To the best of the City's knowledge there is no litigation pending questioning the validity of the Series 2023 Bonds or the power and authority of the City to issue the Series 2023 Bonds. To the best of the City's knowledge there is no litigation pending which would materially affect the Revenue of the System or affect the City's ability to meet debt service requirements on the Series 2023 Bonds.

# Laws Relating to Municipal Reorganization

Idaho Code Section 67-3903 permits cities, as taxing districts of the State of Idaho, to file a petition for federal bankruptcy relief, in accordance with Title IX of the United States Bankruptcy Code (the "Bankruptcy Code"). Prior to filing such a petition, the taxing district is required to adopt a Bond Ordinance authorizing the filing. The statute authorizes the taxing district to take any of the following actions to consummate a plan of readjustment pursuant to its bankruptcy proceedings, including cancellation and remission of moneys payable under bonds, warrants or other obligations issued by the City; issuance of refunding bonds on certain conditions, adoption of necessary ordinances, assessment, levy and collection of taxes to enforce collections necessary pursuant to the plan of readjustment, cancellation and reduction of taxes or special assessments for bonds refunded under the plan as a result of reduction in debt service accomplished by such refunding and to take any other actions necessary for accomplishment of the plan. Prior to refunding bonds or levying any taxes or special assessments, the taxing district is required to provide notice and hold a hearing prior to the adoption of the plan for readjustment requiring such actions.

# **Enforcement of Remedies**

The remedies available to the Beneficial Owners of the Series 2023 Bonds in the case of an event of default under the Bond Ordinance are subject to the exercise of judicial discretion under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code. The opinion of Bond Counsel to be delivered concurrently with delivery of the Series 2023 Bonds will be qualified as to enforceability of payment of the Series 2023 Bonds by limitations imposed by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, by equitable principles and other legal limitations.

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### CONTINUING DISCLOSURE

# **Continuing Disclosure Agreement**

The City will enter into a Continuing Disclosure Agreement for the benefit of the beneficial owners of the Series 2023 Bonds to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of Section (b)(5) of Rule 15c2–12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. The proposed form of the Continuing Disclosure Agreement is set forth in "Appendix D—Form of Continuing Disclosure Agreement," attached hereto.

### **Current Compliance**

The City has materially complied with its continuing disclosure undertakings in the last five years. A failure by the City to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2023 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2023 Bonds and their market price.

### RATING

S&P Global Ratings ("S&P") has assigned its rating of "[\_\_\_]" to the Series 2023 Bonds. Certain information was supplied by the City to such rating agency to be considered in evaluating the Series 2023 Bonds.

The foregoing ratings express only the views of the rating agency and are not recommendations to buy, sell or hold the Series 2023 Bonds. An explanation of the significance of the rating may be obtained from the rating agency furnishing the rating. There is no assurance such rating will continue for any given period of time or will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2023 Bonds.

### MUNICIPAL ADVISOR

The City has retained Zion Public Finance, Inc., Boise, Idaho, as municipal advisor (the "Municipal Advisor") in connection with the preparation of the City's financing plans and with respect to the authorization and issuance of the Series 2023 Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make any independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. While under contract to the City the Municipal Advisor may not participate in the underwriting of any City debt.

### **UNDERWRITING**

The Series 2023 Bonds are being purchased by Piper Sandler & Co. (the "Underwriter") at an aggregate price of \$xx,xxx,xxx, which represents the principal amount of the Series 2023 Bonds plus a premium of \$[\_\_\_\_\_] and less an underwriter's discount of \$[\_\_\_\_\_]. After the initial public offering, the public offering prices may vary from time to time.

The Bond Purchase Contract provides that the Underwriter will purchase all the Series 2023 Bonds if any are purchased, and the obligation of the Underwriter to accept and pay for the Series 2023 Bonds is subject to certain terms and conditions set forth therein, including the approval by counsel of certain legal matters. After the initial public offering, the public offering prices may vary from time to time.

[The Underwriter of the Series 2023 Bonds has entered into a distribution agreement with its affiliate Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or

allocated to the Underwriter which could include the Series 2023 Bonds. Under the Agreement, the Underwriter will share with Charles Schwab & Co., Inc., a portion of the fee or commission paid to the Underwriter. As part of this arrangement, the Underwriter may distribute securities to Charles Schwab & Co., Inc., which may in turn distribute such securities to investors through the financial advisor network of Charles Schwab & Co., Inc. As part of this arrangement, the Underwriter may compensate Charles Schwab & Co., Inc., as a dealer for their selling efforts with respect to the Series 2023 Bonds.]

### OTHER BOND INFORMATION

All estimates, assumptions, statistical information, and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the City. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

The information contained herein should not be construed as representing all conditions affecting the City or the Series 2023 Bonds. Additional information may be obtained from the City. The statements relating to the Bond Ordinance are in summarized form, and in all respects are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

The agreements of the City are set forth in such documents, and the information assembled herein to be construed as a contract with Owners of the Series 2023 Bonds. Information with respect to the City set forth in this Official Statement has been supplied by the City, and the Underwriter has relied on the City with respect to the accuracy and sufficiency of such information.

At the time of delivery of the Series 2023 Bonds, one or more officials of the City will furnish a certificate stating that to the best of his or her knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2023 Bonds does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein, in light of the circumstances under which they were made, misleading.

Statements in this Official Statement, including matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers of the Series 2023 Bonds. The preparation and distribution of this Official Statement has been authorized by the City.

By:  Jade Riley, City Administrator

# Appendix A

# **Audited Financial Statements**

# Appendix B

**Master Ordinance and Series 2023 Ordinance** 

# Appendix C

# Form of Opinion of Bond Counsel

# Appendix D

# Form of Continuing Disclosure Agreement

### Appendix E

### **Book-Entry Only System**

### THE DEPOSITORY TRUST COMPANY

#### SAMPLE OFFERING DOCUMENT LANGUAGE

#### DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated AA+ by Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.
- 3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered

into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the bookentry system for the Securities is discontinued.

- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.
- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to The City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
- 8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from The City or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC[nor its nominee], Agent, or The City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of The City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.
- [9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct

Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

- 10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to The City or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.
- 11. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that The City believes to be reliable, but The City takes no responsibility for the accuracy thereof.

### **CITY OF KETCHUM**

ORDINANCE NO. 1247

BY THE COUNCIL:

BREEN, DAVID, HAMILTON, AND SLANETZ

# MASTER ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT **BONDS ISSUED** HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

Approved: [\_\_\_\_\_], 2023

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#### ORDINANCE NO. 1247

### **MASTER ORDINANCE**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Ketchum, Blaine County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho; and

WHEREAS, the City Council (the "Council") of the City is authorized and empowered by the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), to authorize, issue, sell and deliver revenue bonds to finance and/or refinance the acquisition and construction of improvements and additions to the wastewater or sewer system of the City (the "Wastewater System"); and

WHEREAS, pursuant to the Act, the City held a special municipal revenue bond election on November 8, 2022, at which a majority of the electors approved the City's proposition to issue up to \$14,000,000 for the purpose of financing the design and construction of certain improvements to the City's Wastewater System and to pay the costs of issuance thereof; and

WHEREAS, it is hereby found to be in the best interests of the City that the City adopt this ordinance (hereinafter, this "Master Ordinance") to provide the terms and provisions by which the City shall authorize the issuance and sale of revenue bonds pursuant to Series Ordinances hereunder up to the Bonding Authority (as defined herein) to finance and/or refinance improvements to the City's Wastewater System.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FURTHER ORDAIN as follows:

**Section 1. Definitions.** As used in this Master Ordinance, the following definitions shall apply unless a different meaning clearly appears from the context:

**Acquisition** or **Acquire** includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, or grant from the federal government, the State of Idaho, or any public body therein or any person, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

*Adjusted Net Revenues* means the Net Revenues, adjusted for purposes of Section 14(c)(2) as provided in Section 14(e).

Annual Debt Service means in any Fiscal Year the amount of principal and interest required to be paid in that Fiscal Year on all Outstanding Bonds, adjusted as follows:

- (1) Interest which is to be paid from proceeds of Bonds shall be subtracted;
- (2) Bonds which are subject to scheduled, noncontingent redemption/prepayment or tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption/prepayment or tender, and only the amount scheduled to be Outstanding on the final maturity date shall be treated as maturing on that date;
- (3) Interest subsidies shall be subtracted from the interest due on Interest Subsidy Bonds as provided in Section 15;
- (4) Bonds which are subject to contingent redemption/prepayment or tender shall be treated as maturing on their stated maturity dates; and
- (5) Each Balloon Payment shall be assumed to be paid according to its Balloon Debt Service Requirement.

**Balloon Debt Service Requirement** means the Committed Debt Service Requirement for a Balloon Payment or, if the City has not entered into a firm commitment to sell Bonds or other obligations to refund that Balloon Payment, the Estimated Debt Service Requirement for that Balloon Payment.

**Balloon Payment** means any principal payment for a Series of Bonds which comprises more than twenty-five percent of the original principal amount of that series, but only if that principal payment is designated as a Balloon Payment in the closing documents for the Series.

**Base Period** means the alternative selected by the City from the following two options: (a) any twelve consecutive months selected by the City or Qualified Consultant out of the most recent eighteen months preceding the delivery of a Series of Parity Bonds; or (b) the most recently completed Fiscal Year for which audited financial statements are available.

**Beneficial Owner** means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**Bonding Authority** means the authority to issue revenue bonds or other obligations hereunder in the aggregate par amount of up to \$14,000,000, as authorized by the November 8, 2022, bond election, plus such additional authority to issue revenue bonds in excess of \$14,000,000, as authorized by (i) subsequent bond elections and/or (ii) judicial confirmation under Idaho Code, Title 7, Chapter 13; and pursuant to the Act.

**Bond Fund** means the "City of Ketchum Wastewater Revenue Bond Fund," which includes a Debt Service Account, and subaccounts thereunder, for the purpose of paying the principal of and interest due on Bonds, as applicable.

**Bond Register** means the registration records maintained by a Bond Registrar setting forth the names and addresses of Registered Owners of a Series of Bonds, in compliance with Section 149 of the Code.

**Bond Registrar** means the person or qualified entity appointed by the City pursuant to Section 3 hereof and a Series Ordinance for the purposes of registering and authenticating Bonds, maintaining the related Bond Register, effecting transfer of ownership of the Bonds, and paying interest on and principal of the Bonds.

**Bond** or **Bonds** means the Initial Bonds and Parity Bonds of the City authorized and issued under this Master Ordinance and any Series Ordinance; provided, however, "Bond" or "Bonds" shall not include Subordinate Obligations.

**Bond Year** means each one-year period that ends on the date selected by the City. The first and last Bond Years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years shall end on each anniversary of the date of issue and on the final maturity date of the Bonds.

*City* means the City of Ketchum, Blaine County, Idaho, a body politic and corporate duly organized and existing under and by virtue of the Constitution and laws of the State of Idaho.

*City Administrator* means the City Administrator of the City or their successor in function, if any.

*City Clerk* or *Clerk* means the ex officio City Clerk of the City, or other officer of the City who is the custodian of the records of the proceedings of the City, or their successor in function, if any.

City Treasurer means the Treasurer of the City, or their successor in function, if any.

*Code* means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

**Committed Debt Service Requirement** means the schedule of principal and interest payments for a Series of Refunding Bonds or other obligations which refund a Balloon Payment, as shown in the Series Ordinance and/or other documents evidencing the City's firm commitment

to sell that Series. A "firm commitment to sell" means a bond purchase agreement or similar document which obligates the City to sell, and obligates a purchaser to purchase, the Series of Refunding Bonds or other obligations, subject only to the conditions which customarily are included in such documents.

**Continuing Disclosure Agreement** shall mean, with respect to each issue of Bonds authorized hereunder and subject to Rule 15c2-12, the form of continuing disclosure undertaking by the Issuer dated the date of issuance and delivery of the respective Bonds, as originally executed and as may be amended from time to time in accordance with the terms hereof, if required by Rule 15c2-12.

**Cost of Acquisition and Construction** or any phrase of similar import, shall mean all or any part designated by the City of the costs of a Project, or interest therein, which costs, at the option of the City, may include all or any part of the incidental costs pertaining to the acquisition of the Project, including, without limitations:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the City, or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents of employees;
  - (4) The costs of contingencies;
- (5) The costs of any discount on Bonds and of any of the costs of issuance of Bonds payable from original issue premium;
- (6) The costs of funding and short-term financing, revenue warrants, bond anticipation notes, or other temporary loans appertaining to the Project, and of the incidental expenses incurred in connection with such loans;
- (7) The acquisition and construction costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and
- (8) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the City.

**Council** means the City Council of the City, as the same shall be duly and regularly constituted from time to time.

**Debt Service Account** means an account or subaccounts of that name in the Bond Fund out of which the principal of and interest on any Bonds shall be paid.

**Designated Representative** means the Mayor, the City Administrator or any City employee designated by them.

**DTC** means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for the Bonds.

**Engineer** means an independent licensed professional engineer (or firm of licensed professional engineers) selected by the City and experienced and skilled in the design, construction and operation of wastewater or sewer systems of comparable size and character to the Wastewater System.

**Estimated Debt Service Requirement** means the schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds a Balloon Payment, that is prepared by City Administrator, City Treasurer, or their designee, and that meets the requirements of Section 16.

*Fiscal Year* means the year commencing October 1 and ending the following September 30, unless changed by the City.

*Fitch* means Fitch Ratings, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the City.

*Initial Bonds* means the first series of revenue bonds or other obligations issued by the City under this Master Ordinance and a Series Ordinance.

*Interest Subsidy Bonds* means Bonds for which the City is eligible to receive federal interest rate subsidies that are similar to the interest subsidies that were available for Build America Bonds.

*Letter of Representations* means the Blanket Issuer Letter of Representations from the City to DTC authorized under Section 3 of this Master Ordinance to be executed and filed with DTC.

*Master Ordinance* means this Ordinance No. 1247 adopted by the Council on \_\_\_\_\_\_\_], 2023.

**Maximum Annual Debt Service** means, at the time of calculation, the maximum amount of Annual Debt Service that will be payable in the current Fiscal Year or any future Fiscal Year on all Bonds.

*Mayor* means the Mayor of the City, or any presiding officer or titular head of the City, or their successor in functions, if any.

*Moody's* means Moody's Investors Service, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the City.

*Net Revenue(s)* means, for any period, the Revenue of the Wastewater System after the deduction of Operation and Maintenance Expenses.

Operation and Maintenance Expenses means all costs incurred by the City and properly treated as expenses of operating, maintaining, and repairing the Wastewater System under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the Revenue of the Wastewater System for the payment of the Bonds, but shall not include any payment for debt service or deposits into a Reserve Account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the Wastewater System, and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

- (1) Engineering, auditing, reporting, legal and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the Wastewater System;
- (2) Fidelity bond and property and liability insurance premiums appertaining to the Wastewater System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;
- (3) Payments to pension, retirement, health, and hospitalization funds and other insurance related to the operation of the Wastewater System;
- (4) Any taxes, assessments, excise taxes or other charges which may be lawfully imposed on the City, the Wastewater System, revenues therefrom, or any privilege in connection with their operation;
- (5) The reasonable charges of the fiscal or paying agent, Bond Registrar, commercial bank, trust bank or other depository bank appertaining to Bonds or appertaining to a Project, if any;
- (6) Contractual services, professional services, salaries, other administrative expenses, the cost of materials, supplies, repairs and labor, appertaining to the issuance of Bonds and to the Wastewater System; and
  - (7) All other administrative, general and commercial expenses.

However, Operation and Maintenance Expenses do not include:

- (1) Any rebates or penalties paid from Revenues under Section 148 of the Code;
- (2) Payments of judgments or fines against the City and payments for the settlement of litigation;
- (3) Depreciation and amortization of property values or losses, and other noncash expenses, including non-cash expenses related to pensions and postemployment benefits;

- (4) All amounts eligible to be treated for accounting purposes as payments for capital expenditures;
- (5) Interest and other debt service payments, paying agent fees, broker-dealer fees and similar charges for the maintenance of borrowings;
- (6) The expenses of owning, operating or maintaining any Separate Utility System;
  - (7) Expenditures made from any liability insurance proceeds;
- (8) Expenditures made from any casualty insurance proceeds used to pay for costs of repairing or replacing portions of the Wastewater System;
- (9) Expenditures made from grant funds, regardless of whether such grant funds are dedicated to a specific purpose or available for the general operation, maintenance and repair or replacement of the Wastewater System;
  - (10) Extraordinary, non-recurring expenses of the Wastewater System; or
- (11) Expenditures allocable to any other funding source which does not constitute Revenues of the Wastewater System.

*Ordinance* means this Master Ordinance and, when applicable, this Master Ordinance and any Series Ordinance.

**Outstanding**, when used with reference to a Bond or Bonds, as of any particular date, means all Bonds which have been issued, executed, authenticated and delivered by the City, except (i) Bonds cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any Bond (or portion thereof) for the payment or redemption of which there has been separately set aside and held funds for the payment thereof, and when used in reference to a Bond or Bonds issued as zero coupon or capital appreciation bonds, the assumed par amount outstanding of such Bond or Bonds shall be its purchase price, plus the accrued interest earned by the Owner of such Bond or Bonds as of the date of calculation.

**Owner** means a registered owner of a Bond.

**Parity Bonds** means the Initial Bonds and any obligation that is secured by the Net Revenues on an equal basis with the Initial Bonds and issued in accordance with Section 14.

**Permitted Investments** means such investments as shall be legal investment for funds under Idaho Code, Section 50-1013, or comparable statute as then in effect.

**Private Person** means any natural person engaged in a trade or business or any trust, estate, partnership, association, company, or corporation.

**Project** means the undertaking or undertakings of acquiring and constructing improvements to the Wastewater System.

**Project Fund** means any fund created pursuant to Section 8 hereunder or under any Series Ordinance and any subaccount thereunder into which shall be deposited proceeds of Bonds to finance a Project and costs of issuance thereof.

**Qualified Consultant** means an independent engineer, an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the area for which such person or firm is retained by the City for purposes of performing activities specified in this Master Ordinance or any Series Ordinance.

Qualified Insurance means any municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) which insurance company or companies, as of the time of issuance of such policy or surety bond, are rated in one of the two highest rating categories by each Rating Agency rating such Series of Bonds.

**Qualified Letter of Credit** means any letter of credit issued by a financial institution for the account of the City, which institution maintains an office, agency, or branch in the United States and as of the time of issuance of such letter of credit is rated in one of the two highest rating categories by each Rating Agency rating such Series of Bonds.

**Rate Covenant** means Net Revenues in each Fiscal Year at least equal to 125% of the Annual Debt Service.

Rating Agency means Moody's, S&P or Fitch.

**Rebate Fund** means the fund so designated by the Council into which all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City shall be deposited.

**Record Date**, unless otherwise provided in a Series Ordinance, mean (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date; and, if not a business day of the Bond Registrar, the next preceding day that is a Business Day of the Bond Registrar, and (b) in the case of redemption, if applicable, such record date as shall be specified by the Bond Registrar in the notice of redemption, provided that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

**Refunding Bonds** means Bonds issued hereunder to refund prior revenue bonds of the City on parity with the Parity Bonds used to finance and/or refinance improvements to the Wastewater System.

**Registered Owner** or **Registered Owners** mean the person or persons whose names and addresses shall appear on the Bond Register maintained by the Bond Registrar in accordance with the terms of this Master Ordinance and a Series Ordinance, as the owner or owners of a specific Bond or Bonds. For so long as any Bonds are held in book-entry form, DTC shall be deemed to be the sole Registered Owner.

**Reserve Account** means the Debt Service Reserve Account in the Bond Fund, including any and all subaccounts thereunder created upon issuance of Bonds under and as required by Series Ordinance.

**Reserve Account Requirement** means the required amount, if any, to be deposited by the City into a Reserve Account upon issuance of Bonds pursuant to the respective Series Ordinance.

**Revenue Fund** means the fund designated the "City of Ketchum Wastewater Revenue Fund," into which all the Net Revenues of the Wastewater System is pledged to be deposited.

**Revenue of the Wastewater System** or **Revenue(s)** means all earnings, revenue and moneys received by the City from or on account of the operation of the Wastewater System under generally accepted accounting principles, including income from investments of money in the Bond Fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased by any withdrawals from the Stabilization Account as provided in Section 6(c)(2) of this Master Ordinance and shall be reduced by any deposits to the Stabilization Account as provided in Section 6(c)(1) of this Master Ordinance. However, the term "Revenue of the Wastewater System" or "Revenue" shall not include:

- (1) The interest income or other earnings derived from the investment of any escrow fund established for the defeasance or refunding of outstanding indebtedness of the City;
- (2) Any gifts, grants, donations or other amounts received by the City from any State or Federal Agency or other person (i) if such amounts are restricted by law or the grantor to uses inconsistent with the payment of Bonds or (ii) if such amounts are reimbursements of Operation and Maintenance Expenses;
  - (3) The proceeds of any borrowing;
- (4) The proceeds of any liability or other insurance (excluding business interruption insurance or other insurance of like nature insuring against the loss of revenues);
- (5) The proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the Wastewater System;
- (6) The proceeds derived from the sales of assets subject to the covenants in Section 12(i) of this Master Ordinance;
- (7) Any income, fees, charges, receipts, profits or other amounts derived by the City from its ownership or operation of any Separate Utility System;
- (8) Installment payments of City line and branch charges, connection fees, or local improvement district assessments that have been pledged as security for a borrowing other than a Bond: or

(9) Any federal interest subsidies the City receives for Interest Subsidy Bonds.

**Rule 15c2-12** means Rule 15c2-12, as amended, promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

**S&P** means S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC, its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the City.

**SEC** means the Securities and Exchange Commission.

**Separate Utility System** means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City as provided in Section 11.

**Series** refers to all Bonds authorized by a single Series Ordinance and delivered in exchange for payment on the same date, regardless of variations in maturity, interest rate or other provisions, unless the closing documents for the Series provide otherwise.

**Series Ordinance** means any ordinance adopted by the City supplementing this Master Ordinance to authorize the issuance of Bonds under this Master Ordinance.

*Stabilization Account* means the Stabilization Account established in the Revenue Fund pursuant to Section 6(c).

**Subordinate Obligations** means obligations having a lien on the Net Revenues which is subordinate to the lien of the Bonds. On the date of this Master Ordinance, the City has no borrowings outstanding with a subordinate lien on the Net Revenues.

Wastewater System means the wastewater or sewer system of the City, including the assets, real and personal, tangible and intangible, and as it may later be added to, extended and improved, and shall include buildings, structures, utilities or other income producing property from the operation of or in connection with which revenues for the payment of the Bonds will be derived, and the lands appertaining thereto, including, without limitation, any Project(s) to be acquired with the proceeds of Bonds issued hereunder.

*Tax Certificate* means any agreement or certificate of the City which the City may execute in order to establish and assure the tax-exempt status of interest received on Bonds.

**Tax-Exempt Bonds** means any Bonds, the interest on which, in the opinion of Bond Counsel delivered at the time of issuance thereof pursuant to a Series Ordinance, is excludable from gross income of the owners of such Bonds for federal income tax purposes.

**Tax Maximum** means, for any Series of Bonds for purposes of Section 15(c) of this Master Ordinance, the least of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and

premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as "proceeds" is defined for purposes of Section 148(d) of the Code.

# **Rules of Interpretation**. In this Master Ordinance, unless the context otherwise requires:

- (a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Master Ordinance, refer to this Master Ordinance as a whole and not to any particular article, section, or subdivision;
- (b) Words importing the singular number shall mean and include the plural number and vice versa;
- (c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;
- (d) Any headings preceding the text of any sections of this Master Ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Master Ordinance, nor shall they affect its meaning, construction or effect; and
- (e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.
- Section 2. Authorization of Bonds; Delegation Authority. In accordance with and subject to the terms, condition and limitations of the Act or other statutes authorizing Bonds to be issued hereunder, the City is authorized to issue Bonds pursuant to the terms and provisions hereof as supplemented by the terms and provisions of Series Ordinance(s) to provide for the specific terms and provisions thereof, including, but not limited to, the designation of each series of Bonds, which designation may include the words "wastewater" or "sewer," the dated date of original issuance and delivery thereof, the registration provisions thereof, the denominations, maturity, payment and redemption provisions thereof, and requirements, if any, for a Reserve Account to pay debt service on the Bonds. In addition, pursuant to Idaho Code, Section 57-235, or comparable statute as then in effect, in the Series Ordinance authorizing the issuance of Bonds, the City may delegate authority to the Mayor or the City Administrator to approve the final terms and provisions of the Bonds upon the sale thereof, without any requirement that the members of the Council meet to approve such determinations.

Bonds shall be special obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Idaho.

**Section 3. Registration**. Upon issuance of Bonds hereunder, if required by a Series Ordinance, the City will appoint a registrar, authenticating agent, paying agent and transfer agent (collectively, the "Bond Registrar") for such Series of Bonds and the City will provide for the registration of such Series of Bonds pursuant to the Series Ordinance.

- **Section 4. Redemption and Purchase.** The respective redemption and purchase provisions for a Series of Bonds shall be set forth in the Series Ordinance for such Series of Bonds.
- **Section 5. Establishment of Accounts and Funds**. The following accounts and funds on the accounting records of the City are hereby ratified, if previously created, or created with respect to the Bonds issued hereunder:
- (a) Bond Fund, held by the City, consisting of the Debt Service Account and any and all Reserve Accounts established by a Series Ordinance;
  - (b) Revenue Fund, held by the City and therein a Stabilization Account;
  - (c) Project Fund and subaccounts therein established by a Series Ordinance; and
  - (d) Rebate Fund, held by the City.

# Section 6. Revenue Fund; Priority of Application of Revenue; Stabilization Account.

- (a) Revenue Fund. The City shall maintain the "City of Ketchum Wastewater Revenue Fund" (the "Revenue Fund") as a separate enterprise fund of the City. All Revenue of the Wastewater System shall be deposited in the Revenue Fund. Notwithstanding the foregoing, the City may maintain such separate funds and accounts in such names and under such additional designations as shall be required to comply with standard accounting practices.
- (b) Priority of Application of Revenue of the Wastewater System. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenue of the Wastewater System deposited in such Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Operation and Maintenance Expenses of the Wastewater System;

Second, to pay the interest on any Bonds;

Third, to pay the principal of any Bonds;

<u>Fourth</u>, to make all payments required to be made into any Reserve Account created to secure payment of debt service on any series of Bonds;

<u>Fifth</u>, to make all payments, together with other available funds, on the day on which any rebates or penalties for Bonds are due to be paid to the United States pursuant to Section 148 of the Code;

<u>Sixth</u>, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account created to pay and secure the payment of the principal of and interest on government loans and any other revenue bonds or revenue warrants of the City having a lien upon the Net Revenues of the Wastewater

System junior and inferior to the lien thereon for the payment of the principal of and interest on the Bonds; and

<u>Seventh</u>, to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate bonds of the City payable out of the Net Revenues of the Wastewater System, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the Wastewater System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the Wastewater System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Bond Fund.

- (c) Stabilization Account. The City shall create a Stabilization Account in the Revenue Fund and will maintain that account as long as Bonds are Outstanding. Net Revenues may be transferred to the Stabilization Account at the option of the City on any date. Money in the Stabilization Account may be withdrawn at any time and used for any purpose for which the Revenues may be used.
  - (1) Deposits to the Stabilization Account decrease Revenues in the Fiscal Year for which the deposit is made.
  - (2) Withdrawals from the Stabilization Account increase Revenues in the Fiscal Year for which the withdrawal is made.
  - (3) The City may adjust deposits to and withdrawals from the Stabilization Account for a Fiscal Year up until 180 days after the end of that Fiscal Year.
  - (4) Earnings on the Stabilization Account shall be credited to the Revenue Fund.
- **Section 7. Bond Fund.** There is hereby created a fund known as the "City of Ketchum Wastewater Revenue Bond Fund" (the "Bond Fund") solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. The Bond Fund shall consist of the following accounts: (1) Debt Service Account and (2) Debt Service Reserve Account, including any and all subaccounts thereunder.

Said accounts are more particularly described as follows:

- (a) Debt Service Account. As long as any Bonds remain Outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the interest or principal and interest next coming due on the Bonds.
- (b) Reserve Account. The City shall maintain a Debt Service Reserve Account, including any and all subaccounts established thereunder if required pursuant to a Series Ordinance (the "Reserve Account") for the purpose of securing the payment of the principal of and interest on a Series of Bonds subject to a Reserve Account Requirement, as provided in the Series

Ordinance for such Bonds. The City will covenant and agree in the Series Ordinance(s) for Bonds, as applicable, to maintain at all times an amount in the Reserve Account, if applicable, equal to the Reserve Account Requirement, except for withdrawals authorized therefrom, for so long as such Bonds remain outstanding.

Alternatively, a Reserve Account Requirement for any issue of Bonds may be maintained, in whole or in part, by a Qualified Letter of Credit or Qualified Insurance, as provided in the respective Series Ordinance. The amount payable from the Qualified Insurance or the Qualified Letter of Credit shall be credited against the amounts otherwise required to be accumulated and maintained in a Reserve Account. In computing the amount on hand in the Reserve Account, Qualified Insurance and/or a Qualified Letter of Credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at cost.

The Series Ordinance for each series of Bonds will set out the terms and provisions for withdrawals from the Reserve Account, if required, in the event of insufficient amounts in the Debt Service Account to pay the principal of, premium if any, interest on, and mandatory sinking fund installments, as applicable, on any Bonds secured by such Reserve Account then Outstanding, and the provisions for any surplus in the Reserve Account, if applicable.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either principal, interest, or sinking fund installments on the Bonds payable out of such account, such deficiency shall be made up from the Reserve Account(s), as applicable, by the withdrawal of moneys therefrom. Any deficiency created in a Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the Wastewater System (after making necessary provision for the payments required to be made by subparagraphs First through Third of Section 6(b)) by paying into the applicable Reserve Account one-twelfth (1/12) of the deficiency on or before the 1st day of each of the next twelve (12) succeeding months so that there will have been paid into the applicable Reserve Account an amount which, with money already on deposit therein, will equal the Reserve Account Requirement, as applicable.

The value of money and obligations credited to any and all Reserve Accounts, as applicable, shall be determined by the City annually as of September 30. If the valuation shall be less than the amount required to be maintained therein, the deficiency (due to said valuation and not to a withdrawal) shall be made up from the Revenue Fund by paying into the applicable Reserve Account one-sixth (1/6) of the deficiency on or before the 1st day of each of the next six (6) succeeding months.

- (c) Sufficiency of Revenues. The Council hereby states and certifies that in setting aside and providing for said payments into the various accounts within the Bond Fund of the amounts necessary for the payment of the principal, interest, and sinking fund installments on said Bonds, as applicable, the Council has taken into consideration and has due regard for Operation and Maintenance Expenses, and the Council will set aside into said accounts within the Bond Fund moneys sufficient and necessary to retire said Bonds (including principal, interest, and sinking fund installments), after paying all Operation and Maintenance Expenses.
- (d) Pledge of Net Revenue; Priority of Lien of Payments into Accounts within the Bond Fund. The Net Revenues are hereby pledged to the payment of Bonds and declared to be a prior

lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, Section 50-1039. The federal interest subsidies the City receives for Interest Subsidy Bonds are also hereby pledged to the payment of the Bonds and declared to be a prior lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, Section 50-1039.

(e) Application and Investment of Moneys in Accounts within the Bond Fund. Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the Reserve Account shall be available to pay any deficiencies that may occur in any of the accounts within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein. Subject to the other provisions of this subparagraph, moneys in the Debt Service Account and the Reserve Account, as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

**Section 8. Project Fund.** The City hereby creates a fund known as the "City of Ketchum Wastewater Revenue Project Fund" (the "Project Fund") into which shall be deposited all of the proceeds of the sale of Bonds to be used for the payment of the Cost of Acquisition and Construction of a Project, including costs of issuance of Bonds. Any interest earnings on moneys invested from the Project Fund shall be deposited into said Project Fund. The City's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said Project Fund to assure the completion of the Project.

When the construction of the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Project Fund will be deposited into the Bond Fund.

**Section 9. Rebate Fund; Rebate Requirement.** There is hereby established a Rebate Fund into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

The Bond Registrar may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations, certifications, and written directions required by this Section and the Bond Registrar shall have no responsibility to monitor and independently make any calculations or determination or to review the Issuer's determinations, calculations, certifications, and written directions required by this Section.

Section 10. Authorization for Projects. The Council hereby authorizes and directs that upon determination that it is necessary to preserve the public health, safety and welfare that certain components of the City's existing Wastewater System be repaired, replaced and/or

improved, that Project(s) may be financed by the issuance of the Bonds and/or Subordinate Obligations upon adoption of Series Ordinance(s) pursuant to and upon compliance with Section 14 hereunder.

Each such Series Ordinance authorizing the Bonds and/or Subordinate Obligations to finance a Project shall include:

- (1) the description of the Project to be acquired, constructed and installed;
- (2) that the City, its staff and agents shall undertake the Project in accordance with maps, plans and specifications prepared by the City's Engineer or consulting engineer engaged by the City, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or costs of the Project; and
- (3) the total estimated Cost of Acquisition and Construction of the Project to be financed by the Bonds and/or Subordinate Obligations.
- **Section 11. Separate Utility Systems**. The City may declare property which the City owns and is part of the Wastewater System (but has a value of less than ten percent (10%) of the Wastewater System at the time of the declaration), and property which the City has not yet acquired but would otherwise become part of the Wastewater System, to be part of a Separate Utility System.

The City may pay costs of acquiring, operating, and maintaining a Separate Utility System from Net Revenues, but only if there is no deficit in the Debt Service Account or a Reserve Account within the Bond Fund. The City may issue obligations which are secured by the revenues produced by the Separate Utility System and may pledge the Separate Utility System revenues to pay those obligations. In addition, the City may issue Subordinate Obligations to pay for costs of a Separate Utility System and may pledge the revenues of the Separate Utility System to pay the Subordinate Obligations. Further, the City may pledge the revenues produced by a Separate Utility System to pay the Bonds issued under this Master Ordinance by filing a written certificate of the Mayor and the City Administrator declaring such pledge with the City and the Owner of the Bonds.

Neither the Revenue nor Net Revenue may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenue may be pledged on a basis subordinate to the lien on such revenue to the lien of the Bonds.

- **Section 12. Specific Covenants.** For the protection and security of the Bonds, the City hereby covenants and agrees to and with the Registered Owners of Parity Bonds that the City will perform the following covenants:
- (a) Rate Covenant. The City has established, may from time-to-time revise, and shall maintain and shall collect from the users of the Wastewater System, rates and charges for furnishing the services and the facilities of the Wastewater System to such users thereof. The City shall establish, maintain, and collect such rates and charges for service of its Wastewater System for so long as any Bonds are Outstanding and shall maintain the Rate Covenant.

- (b) Acquire Projects. The City shall commence the acquisition, construction and completion of any Project financed by proceeds of Bonds and continue the same with all practical dispatch and in a sound and economical manner.
- (c) Operate Wastewater System. The City shall operate the Wastewater System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the Wastewater System may be furnished at the lowest possible cost consistent with sound economy and prudent management.
- (d) Good Repair. The City shall operate, maintain, preserve, and keep the Wastewater System and every part hereof in good repair, working order, and condition.
- (e) *Preserve Security*. The City shall preserve and protect the security of the Bonds and the rights of the Registered Owners thereof.
- (f) Collect Revenues. The City shall collect and hold in trust the Revenue of the Wastewater System and other funds pledged to the payment of the Bonds and apply such Revenue of the Wastewater System or other funds only as provided in this Master Ordinance and all Series Ordinances.
- (g) Service Bonds. The City shall pay and cause to be paid punctually the principal of and interest on the Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with this Master Ordinance and all Series Ordinances.
- (h) Pay Claims. The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the Wastewater System, or any part of said Revenue of the Wastewater System, or any funds in the hands of the City Treasurer or City Administrator, prior or superior to the lien of the Bonds or which might impair the security of the Bonds to the end that the priority and security of the Bonds shall be fully preserved and protected.
- (i) Encumbrances, Sales, or Transfers of Wastewater System. The City shall not encumber, sell, lease, or dispose of the Wastewater System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the Wastewater System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on Bonds and for the City to meet the Rate Covenant, nor which would otherwise impair or impede the rights of the Registered Owners of Bonds with respect to such Revenue or the operation of the Wastewater System, except:
  - (1) The City may dispose of all or substantially all the Wastewater System, if the City pays all Outstanding Bonds or defeases all Outstanding Bonds pursuant to Section 19; or
  - (2) The City in its discretion may carry out a sale, transfer, or disposition (each, as used in this clause, a "transfer") if the facilities or property transferred are not material to the operation of the Wastewater System, or shall have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Wastewater System or are no longer necessary, material or useful to the operation of the Wastewater System; or

- (3) The City in its discretion may carry out such a transfer if the aggregate depreciated cost value of the facilities or property being transferred in any one Fiscal Year comprises no more than ten percent (10%) of the total assets of the Wastewater System, so long as there has been filed with the City a certificate of the City Treasurer or City Administrator, or a Qualified Consultant stating that such disposition will not impair the ability of the City to comply with the Rate Covenant; or
- (4) The City in its discretion may carry out such a transfer if the City receives from the transferee an amount equal to the greater of the following:
  - (A) An amount which will be in the same proportion to the net amount of Outstanding Bonds (less the amount of cash and investments in the Bond Fund and accounts therein) that the Revenue of the Wastewater System from the portion of the Wastewater System sold or disposed of for the preceding year bear to the total Revenue for that period; or
  - (B) An amount which will in the same proportion to the net amount of Outstanding Bonds (less the amount of cash and investments in the Bond Fund and accounts therein) that the Net Revenue from the portion of the Wastewater System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or
  - (C) An amount equal to the fair market value of the portion of the Wastewater System transferred. As used herein, "fair market value" means the most probable price that a property should bring in competitive and open market under all condition's requisite to a fair sale, the willing buyer and willing seller each acting prudently and knowledgably and assuming that the price is not affected by coercion or undue stimulus.

The proceeds of any transfer under this subparagraph (i) shall be used, first, to promptly redeem (or shall be irrevocably set aside for the redemption of) Outstanding Bonds, and, if any proceeds remain, second, to provide for part of the cost of additions to and betterments and extension of the Wastewater System.

- (j) Insurance. The City shall self-insure or procure and keep in force insurance upon all buildings and structures of the Wastewater System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the Registered Owners of any Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the Wastewater System or for the payment of Bonds.
- (k) Fidelity Bonds. The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the Wastewater System and the collection and disbursement of Revenue of the Wastewater System.
- (l) Engineers. The City shall employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the Wastewater System for

any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Bonds upon request.

- (m) *Accounts*. The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Wastewater System, and it will furnish complete operating and income statements upon request.
- (n) Delinquencies. The City shall not enter into any new agreements or arrangements or make any new offers to provide Wastewater System products or services at a discount from published rate schedules or provide free Wastewater System products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with other water systems, or (iv) where in the reasonable judgment of the City such action does not materially reduce the Revenues received by the City.

### **Section 13.** Tax Covenants.

(a) General. The City covenants with the Owners of Tax-Exempt Bonds that, notwithstanding any other provision of this Master Ordinance or any other instrument, it will take no action which would adversely affect the tax-exempt status of Tax-Exempt Bonds issued hereunder under Sections 103 or 148 of the Code pertaining to the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the Tax-Exempt Bonds. The City will execute a Tax Certificate dated the date of issuance and closing of Tax-Exempt Bonds hereunder with respect to such federal tax matters.

### (b) Arbitrage Covenant: Covenant to Maintain Tax Exemption.

(1) The Mayor and/or City Administrator and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Tax-Exempt Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Tax-Exempt Bonds is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Tax-Exempt Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Tax-Exempt Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Tax-Exempt Bonds, would have caused the Tax-Exempt Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Tax-Exempt Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

- The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Tax-Exempt Bonds to be a "private activity bond" within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Tax-Exempt Bonds to be a "private activity bond" or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor and/or the City Administrator, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Tax-Exempt Bonds are not and will not become "private activity bonds," that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 13(b)(2) will be complied with.
- (3) The City covenants and certifies to and for the benefit of the Bondholders that: (i) the City will at all times comply with the provisions of any Tax Certificate; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of a series of Tax-Exempt Bonds and ending 15 days following the date of delivery of and payment for a series of Tax-Exempt Bonds.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Tax-Exempt Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the Tax-Exempt Bonds.

(c) *Modification of Tax Covenants*. The covenants of this Section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds. To that end, the provisions of this Section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City's bond counsel

that such modification or elimination will not adversely affect the tax exemption of interest on any Tax-Exempt Bonds.

- **Section 14. Issuance of Parity Bonds.** The City may issue Parity Bonds to provide funds for any purpose relating to the Wastewater System, but only if:
- (a) No Event of Default under this Master Ordinance or any Series Ordinance has occurred and is continuing;
- (b) At the time of the issuance of the Parity Bonds there is no deficiency in the Debt Service Account and all required deposits to all subaccounts in the Reserve Account have been made;
  - (c) There shall have been filed with the City either:
  - (1) A certificate of the City Administrator or the City Treasurer stating that Net Revenues (adjusted as provided in Section 14(d)) for the Base Period were not less than one hundred twenty five percent (125%) of Maximum Annual Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding; or
    - (2) A certificate or opinion of a Qualified Consultant:
    - (A) Stating the amount of the Adjusted Net Revenues for each of the five Fiscal Years after the last Fiscal Year for which interest on the Parity Bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five (5) Fiscal Years after the proposed Parity Bonds are issued; and
    - (B) Concluding the respective amounts of Adjusted Net Revenues in each of the first four Fiscal Years described in Section 14(c)(2)(A) are at least equal to one hundred twenty-five percent (125%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and,
    - (C) Concluding the amount of Adjusted Net Revenues in the fifth Fiscal Year described in Section 14(c)(2)(A) is at least equal to one hundred twenty-five percent (125%) of the Maximum Annual Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding.
- (d) The City may adjust Net Revenues for purposes of Section 14(c)(1) by adding any Net Revenues the City Administrator or the City Treasurer calculates the City would have had during the Base Period because of increases in Wastewater System rates, fees and charges which have been adopted by the City and are in effect on or before the date the Parity Bonds are issued. The City shall adjust Net Revenues for the Base Period by eliminating the effect of any withdrawals from or deposits to the Stabilization Account.

- (e) The Qualified Consultant shall calculate Adjusted Net Revenues for purposes of Section 14(c)(2) as provided in this Section 14(e):
  - (1) The City shall provide the Qualified Consultant with the following information:
    - (A) The Base Period, the Net Revenues for the Base Period and the amounts of any withdrawals from or deposits to the Stabilization Account for Fiscal Years that are included in the Base Period;
    - (B) Information regarding any Wastewater System utility properties that are being acquired with Parity Bonds and that have an earnings record;
    - (C) Any changes in rates and charges which have been adopted by the City since the beginning of the Base Period and the dates on which they are scheduled to take effect;
    - (D) Any changes in customers since the beginning of the Base Period; and,
    - (E) A description of any extensions or additions to the Wastewater System that were in the process of construction at the beginning of the Base Period or commenced construction after the beginning of the Base Period, the expected date of completion of those extensions or additions, the estimated operating and capital costs of those extensions or additions, and any other changes to the Revenues or Operation and Maintenance Expenses that the City reasonably expects to result from the completion and operation of those extensions or additions.
  - (2) Using the information provided by the City pursuant to Section 14(e)(1) and any additional information the Qualified Consultant determines is necessary, the Qualified Consultant shall adjust the Net Revenues for the Base Period to eliminate the effect of any withdrawals from or deposits to the Stabilization Account in the manner described in Section 14(d) and may adjust the Net Revenues for the Base Period:
    - (A) To reflect any changes that the Qualified Consultant projects will result from the acquisition of Wastewater System utility properties that are being financed with the Parity Bonds and that have an earnings record;
    - (B) To reflect any changes in rates and charges which have been adopted by the City and which are scheduled to take effect during the period described in Section 14(c)(2)(A), or which increase rates and charges for inflation at a level which the Qualified Consultant determines is reasonable;
    - (C) To reflect any changes in customers of the Wastewater System that occurred after the beginning of the Base Period and prior to the date of the Qualified Consultant's certificate; and

- (D) To reflect any changes to Net Revenues not included in the preceding paragraphs that are projected to result from the completion and operation of additions and extensions to the Wastewater System that were under construction at the beginning of the Base Period or commenced construction after the beginning of the Base Period.
- (f) The City may issue Refunding Bonds to refund Outstanding Bonds without complying with Section 14(a) through (e) above if the refunded Bonds are legally defeased on the date of delivery of the Refunding Bonds and if the Annual Bond Debt Service on the Refunding Bonds does not exceed the Annual Bond Debt Service on the refunded Bonds in any Fiscal Year by more than five percent (5.00%).
- (g) Bonds shall be treated as "legally defeased" for purposes of Section 14(f) if they are defeased as provided in Section 19.
- (h) All Parity Bonds issued in accordance with this Section 14 shall have a lien on the Net Revenues which is equal to the lien of all other Outstanding Bonds.
- **Section 15. Interest Subsidy Bonds.** The amounts assumed to be paid on Interest Subsidy Bonds shall be calculated as follows:
- (a) When calculating Annual Debt Service for the Rate Covenant in Section 12(a), the City shall subtract from interest to be paid on Interest Subsidy Bonds the federal interest subsidies on Interest Subsidy Bonds that the City reasonably expects, at the beginning of the Fiscal Year, to receive during that Fiscal Year.
- (b) When calculating Annual Debt Service and Maximum Annual Debt Service for the tests for issuing Parity Bonds in Section 14, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the amount of federal interest subsidies that the City reasonably expects, at the time the Parity Bonds are issued, to receive.
- (c) When calculating the amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on a Series of Interest Subsidy Bonds to determine the Tax Maximum for Interest Subsidy Bonds that are secured by a subaccount in the Bond Reserve Account, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the federal interest subsidies that the City reasonably expects, at the time the Series of Interest Subsidy Bonds is issued, to be paid to the City for the Series of Interest Subsidy Bonds. The City shall not be required to increase the amount the City is required to hold in a subaccount in the Bond Reserve Account if federal interest subsidies are not paid when or in the amounts expected. However, if the City reduces the amount it holds in a subaccount of the Bond Reserve Account because Bonds secured by that subaccount have been paid, the City must take into account its reasonable expectations of the amount of federal interest subsidies it expects to receive at the time of reduction in determining the amount that the City must retain in a subaccount of the Bond Reserve Account.
- Section 16. Estimated Debt Service Requirements for Balloon Payments. The Estimated Debt Service Requirement for Balloon Payments shall be calculated in accordance with this Section 16.

- (a) For the Rate Covenants: For each Balloon Payment that is Outstanding on August 1 of any Fiscal Year, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds that Balloon Payment in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee, shall prepare that schedule as of that first day of August, and that schedule shall be used to determine compliance with the rate covenant in Section 12(a) for the following Fiscal Year.
- (b) For Parity Bonds: Whenever a Balloon Payment will be Outstanding on the date a Series of Parity Bonds is issued, the City Administrator, City Treasurer, or their designee, shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds each Outstanding Balloon Payment in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the Parity Bonds are sold, and that schedule shall be used to determine compliance with the tests for Parity Bonds in Section 14.
- (c) For the Reserve Account Requirement: If a Reserve Account Requirement applies to a Series of Bonds, whenever such Series of Bonds contains a Balloon Payment, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds each Balloon Payment in that Series in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the Series is sold, and that schedule shall be used to determine the Reserve Requirement as long as that Series is Outstanding.
- (d) Each hypothetical Series of Refunding Bonds shall be assumed to be paid in equal annual installments of principal and interest that are sufficient to amortize the principal amount of the Balloon Payment over the term selected by the City Administrator, City Treasurer, or their designee; however, the City Administrator, City Treasurer, or their designee shall not select a term that exceeds the lesser of: 30 years from the date the Balloon Payment is originally scheduled to be paid; or, the City's estimate of the remaining weighted average useful life (expressed in years and rounded to the next highest integer) of the assets which are financed with the Balloon Payment. The annual installments shall be assumed to be due on the anniversaries of the date the Balloon Payment is originally scheduled to be paid, with the first installment due on the first anniversary of the date the Balloon Payment is scheduled to be paid. Each installment shall be assumed to bear interest at a rate that is estimated by the City from the Bond Buyer Revenue Bond Index (or if the Bond Buyer Revenue Bond Index is not available, a reasonably comparable index selected by the City) for a revenue bond with a term determined as described above. When the City prepares a schedule described in Section 16(a), Section 16(b), or Section 16(c), the City shall use the index that is available to the City on the date the City is required to prepare that schedule.
- **Section 17. Form of Bonds.** The Bonds issued hereunder shall be in substantially the form provided in each Series Ordinance for such Bonds.
- **Section 18. Execution of Bonds.** The Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Treasurer, with both signatures attested by the manual or facsimile signature of the Clerk.

Only such Bonds as shall bear thereon a Certificate of Authentication in the forms set forth in the respective Series Ordinances, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Master Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Master Ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar pursuant to the Series Ordinance, or issued by the City, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had executed such Bonds had not ceased to be such officers.

Section 19. **Defeasance.** In the event that money and/or "Governmental Obligations" (as now or hereinafter defined in Idaho Code, Section 57-504 or comparable statute then in effect) maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any Bonds payable out of the Bond Fund in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bonds and the owner of such Bonds shall cease to be entitled to any lien, benefit or security of this Master Ordinance except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be Outstanding hereunder. Prior to such Bonds being deemed defeased, the City shall file with the escrow agent (i) a certificate from an independent, certified public accountant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due; and (ii) an opinion of nationally recognized bond counsel that the proposed defeasance will not cause interest on any defeased Tax-Exempt Bonds to be includable in gross income under the Code.

The City will cause the Bond Registrar appointed for the Bonds being defeased to provide notice of defeasance of Bonds to Registered Owners of Bonds being defeased and to each party entitled to receive notice under this Master Ordinance.

- **Section 20. Lost or Destroyed Bonds**. In case any Bonds shall be lost, stolen or destroyed, the Bond Registrar for such lost, stolen or destroyed Bonds may authenticate and deliver a new Bond or Bonds of like amount, date and tenor to the owner thereof upon the owner's paying the expenses and charges of such Bond Registrar and the City in connection therewith and upon his filing with such Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of their ownership thereof, and upon furnishing such Bond Registrar and the City with indemnity to their satisfaction.
- **Section 21. Events of Default.** Each of the following events is hereby declared to be an "Event of Default" under this Master Ordinance:
- (a) Non-payment of Principal, Premium or Reserve Deposit. Payment of the principal of the Bonds, or any required Reserve Account deposit, is not made when the same becomes due and payable;

- (b) *Non-payment of Interest*. Payment of any installment of interest on the Bonds is not made when the same becomes due and payable.
- (c) *Incapable to Perform*. The City for any reason is, or is rendered to be, incapable of fulfilling its obligations hereunder.
- (d) Non-Performance of Duties. The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Revenues, to the Wastewater System, or to all or any combination thereof, or otherwise, including, without limitation, this Master Ordinance, and such failure shall continue for sixty (60) days after receipt of notice from the Registered Owners of at least a majority in principal amount of the Bonds, then Outstanding.
- (e) Failure to Reconstruct. The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any revenue-producing part of the Wastewater System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair is due to impracticability of such repair or replacement, is due to a lack of monies therefor, or for other reasons).
- (f) Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City appointing a receiver or receivers for the Wastewater System or for the Revenues and any other monies subject to the lien to secure the payment of the Bonds, or both such Wastewater System and such monies, or if any order or decree having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within sixty (60) days after entry.
- (g) Default of any Provisions. The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds authorized or referred to in this Master Ordinance on its part to be performed, and if such default continues for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the Registered Owners of at least a majority in principal amount of the Bonds then Outstanding.
- (h) Remedies. If an Event of Default occurs, any Registered Owner may exercise any remedy available at law or in equity including mandamus, where applicable. However, the Bonds shall not be subject to acceleration.
- Section 22. Application of Funds and Moneys in Event of Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon written demand of the Registered Owners of at least a majority of the principal amount of the Bonds then Outstanding, shall pay over or cause to be paid over to a commercial bank or other financial institution with a reported capital and surplus in excess of \$50 million appointed by such Registered Owners as trustee for the benefit of the Registered Owners (the "Trustee"), (i) forthwith, all moneys, securities and funds then held by the City in any fund under this Master Ordinance, and (ii) all Net Revenues as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Net Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Master Ordinance and any Series Ordinance as follows and in the following order:

- (a) Compensation and Expenses of Trustee. To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the Trustee;
- (b) Operating Costs. To the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses as necessary, in the judgment of the Trustee, to prevent deterioration of the Wastewater System or loss of Net Revenues therefrom. For this purpose, the books or records and accounts of the City relating to the Wastewater System shall at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default;
- (c) Principal or Redemption Price and Interest. To the payment of the interest and principal or redemption price then due on Bonds as follows:
  - (1) First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the Bonds therefor called for redemption, and if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and
  - (2) Second: To the payment of the persons entitled thereto of the unpaid principal or redemption price of the Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference.
  - (3) If and whenever all overdue installments of interest on the Bonds, together with the reasonably and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the City under this Master Ordinance, including the principal and redemption price of and accrued unpaid interest on the Bonds then payable by declaration or otherwise, shall either be paid by the Trustee for the account of the City, or provision satisfactory to the Trustee shall be made for such payment, and all Events of Default under the Ordinance shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the City shall be restored to its former positions and rights under this Master Ordinance. No such restoration of the City in its former positions and rights shall extend to or affect any subsequent Events of Default under this Master Ordinance or impair any right consequent thereon.

#### Section 23. Amendments.

(a) The City from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Master

Ordinance, for any one or more or all of the following purposes:

- (1) To add to the covenants and agreements of the City in this Master Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the Registered Owners of the Outstanding Parity Bonds issued hereunder, or to surrender any right or power herein reserved.
- (2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provision contained in this Master Ordinance, or any Series Ordinance authorizing Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owners of the Outstanding Bonds.

Any such Series Ordinance may be adopted without the consent of the owners of any Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this Section.

- (b) With the consent of the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds at the time Outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Master Ordinance or of any Series Ordinance; provided, however, that no such Series Ordinance shall:
  - (1) Extend the fixed maturity of any Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or
  - (2) Reduce the aforesaid percentage of Bond owners required to approve any such Series Ordinance, without the consent of the owners of all the Bonds then Outstanding.

It shall not be necessary for the consent of Bond owners under this subsection (b) to approve the particular form of any proposed Series Ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

- (c) Upon the adoption of any Series Ordinance pursuant to the provisions of this Section, this Master Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Master Ordinance and all owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments, and all terms and conditions of any such Series Ordinance shall be deemed to be part of the terms and conditions of this Master Ordinance for any and all purposes.
- (d) Bonds executed and delivered after the execution of any Series Ordinance passed pursuant to the provisions of this Section may have a notation as to any matter provided for in such Series Ordinance, and if such Series Ordinance shall so provide, new Bonds so modified as to conform, in the opinion of the Council, to any modification of this Master Ordinance contained in

any such Series Ordinance, may be prepared and delivered without cost to the owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

- (e) Exclusion of Bonds Owned by City. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any vote or consent or other action or any calculation of Outstanding Bonds in this Master Ordinance provided for and shall not be entitled to vote or consent or take any other action in this Master Ordinance provided for.
- (f) Bonds Held by Securities Repositories. For so long as the Bonds are held in book entry only form, communications with the owners shall be made with the securities depository who is the "Registered Owner" of the Bonds and communications with (and obtaining consents from) Beneficial Owners shall be made in accordance with the operational procedures of the securities depository that is the "Registered Owner" of the Bonds.
- **Section 24. Severability.** If any one or more of the covenants or agreements provided in this Master Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this Master Ordinance and shall in no way affect the validity of the other provisions of this Master Ordinance or of the Bonds.
- **Section 25. Effective Date.** That, pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Master Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.
- **Section 26. Publication.** A summary of this Master Ordinance substantially in the form attached hereto as Exhibit A, which form is hereby approved, shall be published within one (1) month hereafter once in an issue of *The Idaho Mountain Express*, the official newspaper of the City, pursuant to Idaho Code, Section 50-901A, as amended.

[The remainder of this page has been left blank intentionally.]

APPROVED by the City Council of the Cit	y of Ketchum, Idaho, this []th day of [March] 2023.
APPROVED by the Mayor of the City of K	etchum, Idaho, this []th day of [March] 2023.
	NEIL BRADSHAW, MAYOR
ATTEST:	
By: TRENT DONAT, CITY CLERK	
(SEAL)	

#### **EXHIBIT A**

# CITY OF KETCHUM BLAINE COUNTY, IDAHO

Summary	of Ordinance	No. 1247, passo	ed [	], 2023

#### MASTER ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

Section 1 (Definitions) defines certain capitalized terms used in the Ordinance.

Section 2 (Authorization of Bonds; Delegation Authority) Authorizes issuance and sale by the City of revenue bonds pursuant to Series Ordinance. Additionally, pursuant to Idaho Code, Section 57-235, authorizes delegation to the Mayor and/or City Administrator of acceptance of the final terms and provisions of sale of Bonds.

Section 3 (Registration) Provides for the appointment of a Bond Registrar and registration of Bonds pursuant to a Series Ordinance.

Section 4 (Redemption and Purchase) Provides that details regarding redemption of Bonds prior to their scheduled maturity shall be provided in the respective Series Ordinance or as accepted by the Mayor and/or City Administrator by authority delegated pursuant to Idaho Code, Section 57-235, and provides details regarding purchase of Bonds.

Section 5 (Establishment of Accounts and Funds) Ratifies or creates the following funds: the Bond Fund, consisting of the Debt Service Account and Reserve Account, the Revenue Fund, the Project Fund and the Rebate Fund.

Section 6 (Revenue Fund; Priority of Application of Revenue of the Wastewater System) Provides for the allocation of Wastewater Revenues to pay expenses and debt service on Bonds.

Section 7 (Bond Fund) Provides for the deposit of revenues into a debt service fund and the maintenance of reserves.

Section 8 (Project Fund) Provides for deposit of proceeds of Bonds issued to finance the Cost of Acquisition and Construction of a Project, including costs of issuance thereof.

Section 9 (Rebate Fund; Rebate Requirement) Provides for deposit of excess earnings on funds under the Ordinance as required by the City's Tax Certificate, which funds are to be held in trust for payment of arbitrage rebate in accordance with Section 148 of the Code.

Section 10 (Authorization for Projects) Provides that Project(s) may be financed by issuance of Bonds under Series Ordinance upon determination by the City that it is necessary to preserve the public health, safety and welfare that certain components of the City's Wastewater System be repaired, replaced and/or improved.

Section 11 (Separate Utility System) Provides that the City may declare certain property which the City owns or acquires to be part of a Separate Utility System.

Section 12 (Specific Covenants) Includes operating covenants for the benefit of Bondholders.

Section 13 (Tax Covenants) Includes covenants to comply with federal tax requirements.

Section 14 (Issuance of Parity Bonds) Provides the terms under which the City may issue Parity Bonds.

Section 15 (Interest Subsidy Bonds) Provides for calculation of the amounts assumed to be paid on Interest Subsidy Bonds.

Section 16 (Estimated Debt Service Requirements for Balloon Payments) Provides for the calculation of estimated debt service on the respective Bonds with Balloon Payments.

Section 17 (Form of Bonds) Describes the form of the Bonds.

Section 18 (Execution of Bonds) Authorizes procedures for execution and authentication of the Bonds.

Section 19 (Defeasance) Provides conditions under which Bonds may be defeased.

Section 20 (Lost or Destroyed Bonds) Makes provision in case Bonds are lost, stolen, or destroyed.

Section 21 (Events of Default) Describes the events declared to be "events of default" under the Ordinance.

Section 22 (Application of Funds and Moneys in Event of Default) Provides for remedies in the event that a default occurs.

Section 23 (Amendments) Provides the terms and conditions pursuant to which the Ordinance may be amended or revised.

Section 24 (Severability) Provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.

Section 25 (Effective Date) Provides for waiver of the reading rules and restates its effective.

Section 26 (Publication) Provides for the publication of a summary of the Ordinance and approves the form and content of this Summary of Ordinance

Exhibit A: Sets forth this summary for publication.

The full text of Ordinance No. 1247 is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this day of [March] 2023.	
	CITY OF KETCHUM, IDAHO
I	By: NEIL BRADSHAW, MAYOR
ATTEST:	
City Clerk	
certify that I have read the foregoing Summary	d legal advisor to the City of Ketchum, Idaho, hereby of Ordinance No. 1247 of the City of Ketchum, and as adequate notice to the public of the contents of said
	City Attorney

#### **CITY OF KETCHUM**

ORDINANCE NO. 1248

BY THE COUNCIL:

BREEN, DAVID, HAMILTON, AND SLANETZ

#### **SERIES ORDINANCE**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A **BOND PURCHASE AGREEMENT: PROVIDING FOR** THE REGISTRATION AND AUTHENTICATION OF THE **BONDS:** PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS: PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

Approved:	[ ].	, 20	02	3
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- Exhibit A Form of Bond
- Exhibit B Form Notice of Private Negotiated Bond Sale Exhibit C Form of Bond Purchase Agreement
- Exhibit D Form of Terms Certificate
- Exhibit E Summary of Series Ordinance

#### ORDINANCE NO. 1248

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE AND REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED: AUTHORIZING EXECUTION AND DELIVERY OF A BOND **PURCHASE** AGREEMENT,  $\mathbf{A}\mathbf{N}$ **OFFICIAL** STATEMENT, CONTINUING DISCLOSURE AGREEMENT: DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE **PROVIDING** THE AGREEMENT: **FOR** REGISTRATION AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

# CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO WASTEWATER REVENUE BONDS, SERIES 2023

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Ketchum, Blaine County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, pursuant to a special municipal revenue bond election duly called by the City and held on November 8, 2022 (the "Bond Election"), there was submitted to the qualified electors of the City the following proposition:

THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, HAS DETERMINED THAT IT IS IN THE INTEREST OF THE PUBLIC, AND NECESSARY FOR PURPOSES OF IMPROVED WATER QUALITY, TO FINANCE THE RENOVATION, IMPROVEMENT, AND UPGRADE OF THE CITY'S WASTEWATER SYSTEM. FINANCING THE IMPROVEMENTS THROUGH THE ISSUANCE OF WASTEWATER REVENUE BONDS WILL PREVENT AN INITIAL 60% CUSTOMER RATE INCREASE, AND TWO SUBSEQUENT 25% RATE INCREASES, KEEPING UPFRONT WASTEWATER RATE

INCREASES LOWER AND MORE AFFORDABLE. EACH SERIES OF BONDS SHALL BE PAID SOLELY FROM REVENUES GAINED FROM WASTEWATER CUSTOMER FEES AND WILL HAVE NO EFFECT ON PROPERTY TAXES.

SHALL THE CITY OF KETCHUM, IDAHO, BE AUTHORIZED TO ISSUE AND SELL ONE OR MORE SERIES OF WASTEWATER REVENUE BONDS OVER THE NEXT TEN (10) YEARS, IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$14,000,000, FOR THE PURPOSE OF FUNDING THE RENOVATION, IMPROVEMENT, AND UPGRADE OF THE CITY'S WASTEWATER SYSTEM?

WHEREAS, more than a majority of the votes cast at the Bond Election were cast in favor of said proposition and the issuance of up to \$14,000,000 of revenue bonds of the City was authorized for the purpose of financing the design, acquisition and construction of certain improvements to the City's Wastewater System and to pay the costs of issuance thereof;

WHEREAS, pursuant to the successful Bond Election, on the date hereof, the members of the City's Council (the "Council") adopted Ordinance No. 1247 (the "Master Ordinance") providing for the issuance and sale of wastewater revenue bonds to finance or refinance Projects, as defined thereunder, by adoption of series ordinances thereto, and the Council adopts this Series Ordinance to authorize its Series 2023 Bonds to finance the Series 2023 Project, as such terms are hereinafter defined; and

WHEREAS, pursuant to Idaho Code, Section 57-235, the Council desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Series 2023 Bonds and other matters at the time the Series 2023 Bonds are sold.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

#### **ARTICLE I**

**Section 101.** <u>Definitions.</u> Except as provided in this Section, all defined terms contained in this Series Ordinance shall have the same meanings as set forth in the Master Ordinance. As used in this Series Ordinance, in addition to the terms defined in the WHEREAS clauses of this Series Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

*Act* means collectively the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2.

Authorized Denominations means \$5,000 or integral multiples thereof.

# **Delegated Officer** means the City Administrator.

**Delegation Certificate** means the Terms Certificate, substantially in the form of Exhibit D hereto, signed and delivered by the Delegated Officer to approve the final terms and provisions of the Bond Purchase Agreement and Series 2023 Bonds.

*Interest Payment Date* means with respect to the Series 2023 Bonds, each March 1 and September 1, commencing September 1, 2023, or any other dates as specified in the Delegation Certificate.

**Principal Payment Date** or "sinking fund payment date" means with respect to the Series 2023 Bonds, each September 1 commencing September 1, 2024, or any other dates specified in the Delegation Certificate.

**Series Ordinance** means this Ordinance No. 1248 adopted by the Council on [\_\_\_\_\_], 2023, authorizing the issuance of the Series 2023 Bonds, setting forth certain requirements of the terms of sale of the Series 2023 Bonds, delegating authority to approve the final terms and provisions of the Series 2023 Bonds, and providing for related matters.

*Series 2023 Bonds* means the City's Wastewater Revenue Bonds, Series 2023 authorized hereunder in substantially the form attached to this Series Ordinance as Exhibit A.

Series 2023 Bond Registrar means, with respect to the Series 2023 Bonds, Zions Bancorporation, National Association, Boise, Idaho, appointed by the City pursuant to Section 3 of the Master Ordinance and this Series Ordinance to serve as the authenticating agent, paying agent, and transfer agent for the Series 2023 Bonds. The term "Series 2023 Bond Registrar" shall include any business successor or successors thereto, any company into which the Series 2023 Bond Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, provided such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Series Ordinance, shall be the successor to the Series 2023 Bond Registrar without the execution or filing of any paper or the performance of any further act.

Series 2023 Project means financing the acquisition and construction of certain improvements to the City's Wastewater System, including but not limited to: the construction of new aeration basins, aeration basin blower repairs, new grit removal systems, a new rotary drum thickener, a new dewatering building, removal of Digester No. 1, clarifier system repairs, a new Digester No. 2, new and replacement digester blowers, replacement backup generators and pumps, new ultraviolet (UV) equipment, upgraded programmable logic controller (PLC) hardware and filters, construction of new ancillary buildings, the purchase of new utility vehicles, and other ancillary equipment and controls required for the operation of the Wastewater System, and any other comparable alternative construction, renovation and improvements to the Wastewater System as otherwise determined by the City, and all other related costs, items and appurtenances

necessary, useful and convenient for the adequate collection and treatment of wastewater within the City, all collectively constituting the Project, as defined herein.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms as used in this Series Ordinance refer to this Series Ordinance.

# **ARTICLE II**

- **Section 201.** <u>Authority for Series Ordinance</u>. This Series Ordinance is adopted pursuant to the provisions of the Act and the Master Ordinance. This Series Ordinance contemplates the issuance and sale of the Series 2023 Bonds through a delegation of authority as provided in Section 207 hereof. Unless the context clearly indicates otherwise, for example, the provisions of Section 206(a) through (b) which take effect upon adoption of this Series Ordinance, this Series Ordinance shall not take effect and no provision thereof shall be binding upon the City unless and until the Series 2023 Bonds are sold and issued.
- **Section 202.** Finding and Purpose. In compliance with the Master Ordinance, the Series 2023 Bonds are hereby authorized to be issued as Initial Bonds to provide funds with which to finance the Series 2023 Project.
- Section 203. Authorization of Series 2023 Bonds; Designation; Confirmation of Pledged Revenues. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Ordinance and this Series Ordinance, revenue bonds of the City are hereby authorized to be issued and shall be designated "City of Ketchum, Blaine County, State of Idaho, Wastewater Revenue Bonds, Series 2023." The Series 2023 Bonds are secured by the pledge of the Net Revenues under Section 7 of the Master Ordinance equally and ratably with all Bonds issued under the Master Ordinance.
- **Section 204.** <u>Issue Date</u>. The Series 2023 Bonds shall be dated as of the date of their delivery.

## Section 205. <u>Description of the Series 2023 Bonds.</u>

(a) The Series 2023 Bonds shall be issued only in fully registered form in Authorized Denominations. Each of the Series 2023 Bonds shall be numbered separately from R-1 upwards. The Series 2023 Bonds shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate variations, omissions, and insertions as are permitted or required by this Series Ordinance and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. The Series 2023 Bonds may be typewritten, printed, lithographed, engraved or produced in similar manner. If any Series 2023 Bond is printed, any portion of the text of the Series 2023 Bond may be printed on the back of the Series 2023 Bond with an appropriate reference placed on the front of the Series 2023 Bond.

- (b) The Series 2023 Bonds shall bear interest from the date of delivery, or the most recent date to which interest has been paid or duly provided for and shall be payable on the Principal Payment Date and Interest Payment Date and as provided in the Delegation Certificate.
- (c) The principal of and interest on the Series 2023 Bonds shall be payable in lawful money of the United States of America. Interest on the Series 2023 Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months.
- (d) The City intends to designate the Series 2023 Bonds as a "qualified tax-exempt obligation" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the City, including all aggregated issuers as described in Section 265(b)(3)(E) of the Code, does not reasonably anticipate that it will issue more than \$10,000,000, including the Series 2023 Bonds, as qualified tax-exempt obligations during the calendar year.

# Section 206. <u>Authorization of Actions Preliminary to Sale and Issuance of Series 2023 Bonds.</u>

- (a) The Council desires to sell the Series 2023 Bonds pursuant to negotiated sale to Piper Sandler & Co. (the "Underwriter") pursuant to Idaho Code, Section 57-232 and a Bond Purchase Agreement (the "Bond Purchase Agreement") to be entered into on the date the Series 2023 Bonds are sold by the City to the Underwriter.
- (b) In accordance with Idaho Code, Section 57-215, the Notice of Private Negotiated Bond Sale (the "Notice of Sale") in the form attached as Exhibit B hereto is hereby ratified and approved and the City's bond counsel is authorized to complete the Notice of Sale and effect timely publication thereof prior to the sale of the Series 2023 Bonds and approval and execution of the Bond Purchase Agreement.
- Exhibit C is hereby approved. Pursuant to Section 207 hereof, upon the sale of the Series 2023 Bonds and inclusion of the final terms of the Series 2023 Bonds therein, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement, with such additions or changes thereto as such officer may deem necessary or advisable subject to the limitations set forth in Section 207 hereof, with such approval to be conclusively evidenced by the execution of the Bond Purchase Agreement as so added to or changed. The officials of the City are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect. To the extent the provisions of this Series Ordinance or the Master Ordinance and the Bond Purchase Agreement shall be found to be in conflict, the provisions of the Bond Purchase Agreement shall govern.
- (d) The Preliminary Official Statement, in substantially the form presented to the Council, and the distribution and use thereof by the Underwriter is hereby authorized

and approved, and the Delegated Officer is hereby authorized to make such additions or changes to the Preliminary Official Statement as deemed necessary or advisable by such Delegated Officer. The Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute the final Official Statement in substantially the form of said Preliminary Official Statement with such additions to or changes to evidence the sale of the Series 2023 Bonds as such officer may deem necessary or advisable, such approval to be conclusively evidenced by the execution of said Official Statement as so added to or changed. The Underwriter, as purchaser of the Series 2023 Bonds, is hereby authorized to deliver copies of the said Official Statement (as so added to or changed) to all actual purchasers of the Series 2023 Bonds.

(e) The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and Zions Bancorporation, National Association, as Disclosure Agent, in substantially the form presented to the Council, is hereby approved and the Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute the Continuing Disclosure Agreement with such additions or changes thereto as such officer may deem necessary or advisable, with such approval to be conclusively evidenced by the execution of said Continuing Disclosure Agreement as so added to or changed.

## Section 207. Sale of Series 2023 Bonds, Delegation Authority.

- (a) Pursuant to Idaho Code, Section 57-235, as amended, the Council hereby delegates to the City Administrator (herein referred to as the "Delegated Officer"), the power to make the following determinations on the date of sale of the Series 2023 Bonds to the Underwriter, without any requirement that the members of the Council meet to approve such determinations, but subject to the limitations provided:
  - (i) The rate of interest to be borne by the Series 2023 Bonds, as measured by the true interest cost, not to exceed 6.500%.
  - (ii) The principal amount of the Series 2023 Bonds, not to exceed \$7,000,000.
  - (iii) The Principal Payment Date and the Interest Payment Date for the Series 2023 Bonds, with the final payment date/final maturity for the Series 2023 Bonds to be not later than twenty-one (21) years from the date of the Series 2023 Bonds.
  - (iv) The amount of principal of the Series 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.
  - (v) The price at which the Series 2023 Bonds will be sold (including any underwriter's discount, original issue premium and original issue discount).

- (vi) The dates, if any, on which, and the prices at which, the Series 2023 Bonds will be subject to optional redemption.
- (vii) The amount of Series 2023 Bonds proceeds to be deposited to the funds and accounts established by this Series Ordinance.
- (b) Upon the sale of the Series 2023 Bonds, including the final terms and provisions of the Series 2023 Bonds, the Delegated Officer shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit D reflecting the final terms and provisions of the Series 2023 Bonds and certifying that the final terms and provisions of the Series 2023 Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above, and as approved by the electorate of the City pursuant to the Bond Election.
- Section 208. Execution of Series 2023 Bonds. The Series 2023 Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and the City Treasurer and attested to by the City Clerk and the corporate seal of the City shall be impressed or printed thereon, if any. The Series 2023 Bonds, when so executed, shall be delivered to the Series 2023 Bond Registrar for authentication. The Series 2023 Bond Registrar is hereby requested and directed to authenticate the Series 2023 Bonds by executing the Certificate of Authentication appearing thereon, and to deliver the Series 2023 Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the City by the Delegated Officer of the City, which instructions said officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Series 2023 Bond Registrar. Such instructions shall provide for the delivery of the Series 2023 Bonds to the Underwriter in accordance with the Bond Purchase Agreement, upon payment of the purchase price thereof.
- Section 209. Registration of Series 2023 Bonds. The Series 2023 Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of Series 2023 Bonds (the "Series 2023 Bond Register"), which shall be open to inspection by the City. The Series 2023 Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Series 2023 Bonds transferred or exchanged in accordance with the provisions of such Series 2023 Bonds and this Series Ordinance and to carry out all of the Series 2023 Bond Registrar's powers and duties under this Series Ordinance and the Idaho Registered Public Obligations Act, Idaho Code, Title 57, Chapter 9, as amended. The Series 2023 Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Series 2023 Bonds. The City Administrator and the City Treasurer are each hereby authorized to negotiate the terms of a registrar agreement with the Series 2023 Bond Registrar, providing for compensation and other terms mutually acceptable to the City and the Series 2023 Bond Registrar regarding the performance of its duties under this Series Ordinance.
  - (a) Registered Ownership. The City and the Series 2023 Bond Registrar may deem and treat the Registered Owner of each Series 2023 Bond on the Record Date as the absolute owner for all purposes, and neither the City nor the Series 2023 Bond Registrar shall be affected by any notice to the contrary. Payment of any such Series 2023 Bond shall

be made only as described herein, but such registration may be transferred as herein provided. All such payments made as described herein, shall be valid and shall satisfy the liability of the City upon such Series 2023 Bond to the extent of the amount or amounts so paid.

- (b) DTC Acceptance/Letter of Representations. The Series 2023 Bonds will initially be held in fully immobilized form by DTC acting as depository. Prior to issuance of the Series 2023 Bonds hereunder, the Letter of Representations in the form required by DTC, with such changes, omissions, insertions and revisions as the City Administrator shall approve, is hereby authorized, and the City Administrator is hereby authorized to execute such Letter of Representations and cause the same to be filed with DTC. In the written acceptance of the Series 2023 Bond Registrar, the Series 2023 Bond Registrar shall agree to take all action necessary for all representations of the City in the Letter of Representations with respect to the Series 2023 Bond Registrar to be complied with at all times. The City's Letter of Representations is for the purpose of effectuating the bookentry-only system and shall not be deemed to amend, supersede or supplement the terms of this Series Ordinance, which terms are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Series Ordinance, the terms of this Series Ordinance shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.
- (c) Neither the City nor the Series 2023 Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Series 2023 Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Series 2023 Bonds, any notice that is permitted or required to be given to Registered Owners under this Series Ordinance (except such notices as shall be required to be given by the City to the Series 2023 Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Series 2023 Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Series 2023 Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this Series Ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Series 2023 Bonds.

## (d) *Use of Depository*.

(i) Under the book-entry-only system, Series 2023 Bonds shall be registered initially in the name of "CEDE & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for each series of the Series 2023 Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Series 2023

Bonds, or any portions thereof, may not thereafter be transferred except (a) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (b) to any substitute depository appointed by the Designated Representative pursuant to subsection (i) below or such substitute depository's successor; or (c) to any person as provided in subsection (iii) below.

- (ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.
- (iii) In the case of any transfer pursuant to clause (a) or (b) of subsection (d) above, the Series 2023 Bond Registrar shall, upon receipt of all Outstanding Series 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative, issue a single new Series 2023 Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.
- (iv) In the event that (a) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (b) the Designated Representative determines that it is in the best interest of the Beneficial Owners of the Series 2023 Bonds that such owners be able to obtain such Series 2023 Bonds in the form of Bond certificates, the ownership of such Series 2023 Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Designated Representative shall deliver a written request to the Series 2023 Bond Registrar, together with a supply of definitive Series 2023 Bonds, to issue Series 2023 Bonds as herein provided in any authorized denomination. Upon receipt by the Series 2023 Bond Registrar of all then Outstanding Series 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative to the Series 2023 Bond Registrar, new Series 2023 Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.
- (v) For so long as all Series 2023 Bonds are in fully immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.
- (e) In the event the Series 2023 Bonds are no longer in fully immobilized form, interest on the Series 2023 Bonds shall be paid by check or draft mailed to the Registered

Owners of the Series 2023 Bonds at the addresses for such Registered Owners appearing on the Bond Register on the Record Date. Principal of the Series 2023 Bonds shall be payable upon presentation and surrender of such Series 2023 Bonds by the Registered Owners at the principal office of the Series 2023 Bond Registrar.

- Registration of Transfer of Ownership or Exchange; Change in Denominations. The transfer of any Series 2023 Bond may be registered and Series 2023 Bonds may be exchanged, but no transfer of any such Series 2023 Bond shall be valid unless such Series 2023 Bond is surrendered to the Series 2023 Bond Registrar with the assignment form appearing on such Series 2023 Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Series 2023 Bond Registrar. Upon such surrender, the Series 2023 Bond Registrar shall cancel the surrendered Series 2023 Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Series 2023 Bond (or Series 2023 Bonds at the option of the new Registered Owner) of the same date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Series 2023 Bond, in exchange for such surrendered and cancelled Series 2023 Bond. Any Series 2023 Bond may be surrendered to the Series 2023 Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of the Series 2023 Bonds of the same date, maturity, and interest rate, in any authorized denomination. The Series 2023 Bond Registrar shall not be obligated to register the transfer or to exchange any Series 2023 Bond during the 15 days preceding the date any such Series 2023 Bond is to be redeemed.
- (g) Registrar's Ownership of Series 2023 Bonds. The Series 2023 Bond Registrar may become the Registered Owner of any Series 2023 Bond with the same rights it would have if it were not the Series 2023 Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Series 2023 Bonds.

#### Section 210. Redemption and Purchase.

- (a) *Redemption*. The Series 2023 Bonds will be subject to optional and/or mandatory redemption prior to maturity pursuant to the Delegation Certificate.
- (b) *Purchase of Bonds*. The City reserves the right to use at any time any Revenue of the System available after providing for payments required by Section 6(b) of the Master Ordinance, or other available funds, to purchase any of the Series 2023 Bonds offered to the City at any price deemed reasonable by the Designated Representative.
- (c) Selection of Bonds for Redemption. As long as the Series 2023 Bonds are held in book-entry only form, the selection of Series 2023 Bonds to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Series 2023

Bonds are not held in uncertificated form, the selection of such Series 2023 Bonds to be redeemed shall be made as provided in this subsection (c). If the City redeems at any one time fewer than all of the Series 2023 Bonds having the same maturity date, the particular Series 2023 Bonds or portions of Series 2023 Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Series 2023 Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Series 2023 Bond as representing such number of separate Series 2023 Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Series 2023 Bond by \$5,000. If Series 2023 Bonds are called for optional redemption, portions of the principal amount of such Series 2023 Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any Series 2023 Bond is redeemed, upon surrender of such Series 2023 Bond at the principal office of the Bond Registrar, there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Series 2023 Bond or Series 2023 Bonds, at the option of the Registered Owner, of like maturity and interest rate in any denomination authorized by this Ordinance.

## (d) *Notice of Redemption*.

- (i) Official Notice. Unless waived by any owner of the Series 2023 Bonds to be redeemed, official notice of any such redemption (which notice may be conditional) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bond or Series 2023 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. All official notices of redemption shall be dated and shall state:
  - (1) the redemption date;
  - (2) the redemption price;
  - (3) if fewer than all Outstanding Series 2023 Bonds issued hereunder are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
  - (4) that on the redemption date the redemption price will become due and payable upon each such Series 2023 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Series 2023 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Series 2023 Bonds or portions of Series 2023 Bonds which are to be redeemed on that date, unless the redemption notice specified a conditional redemption, and the condition was not fulfilled.

- (e) Conditional Notice. Any notice of optional redemption given for the Series 2023 Bonds pursuant to this Section 210 may state that the optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such Series 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Bond Registrar to affected owners of the Series 2023 Bonds as promptly as practicable.
- (f) Effect of Notice. Official notice of redemption having been given as aforesaid, the Series 2023 Bonds or portions of Series 2023 Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2023 Bonds or portions of Series 2023 Bonds shall cease to bear interest. Upon surrender of such Series 2023 Bonds for redemption in accordance with said notice, such Series 2023 Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2023 Bond, there shall be prepared for the Registered Owner a new Series 2023 Bond or Series 2023 Bonds of the same maturity in the amount of the unpaid principal. All Series 2023 Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. The City will not provide notices of redemption to Beneficial Owners of any Series 2023 Bond and notice to DTC in accordance with this Section shall constitute sufficient notice.
- (g) Additional Notice. In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Series 2023 Bonds being redeemed; (B) the date of issue of the Series 2023 Bonds as originally issued; (C) the rate of interest borne by each Series 2023 Bond being redeemed; (D) the maturity date of each Series 2023 Bond being redeemed; and (E) any other descriptive information needed

to identify accurately the Series 2023 Bonds being redeemed. Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail, overnight delivery service or electronic means to the Electronic Municipal Market Access System ("EMMA") of the Municipal Securities Rule Making Board as provided for by the Securities and Exchange Commission and located at <a href="https://www.emma.mrsb.org">www.emma.mrsb.org</a>.

- (h) *CUSIP Numbers*. Upon the payment of the redemption price of Series 2023 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if applicable, identifying, by issue and maturity, the Series 2023 Bonds being redeemed with the proceeds of such check or other transfer.
- (i) Amendment of Notice Provisions. The foregoing notice provisions of this Section 210, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

#### **ARTICLE III**

#### Section 301. Creation of Accounts and/or Subaccounts under Funds.

- (a) The following accounts and/or subaccounts under certain funds previously existing or created under the Master Ordinance are hereby created and/or ratified on the accounting records of the City:
  - (i) Series 2023 Debt Service Account, a subaccount under the Bond Fund created under the Master Ordinance, to be held by the City for payment of principal and interest of the Series 2023 Bonds;
  - (ii) Series 2023 Project Account, a subaccount of the Project Fund under the Master Ordinance, to be held by the City for payment of the Cost of Acquisition of the Series 2023 Project and to pay certain costs of issuance of the Series 2023 Bonds as provided hereinafter.
- (b) There shall be deposited into the 2023 Debt Service Account the (i) Net Revenues and (ii) such other funds as the City shall designate as irrevocably available to pay principal and interest on the Series 2023 Bonds. The City shall make disbursements from the 2023 Debt Service Account in accordance with Section 401 below.
- (c) There shall be deposited into the Series 2023 Project Account the Series 2023 Bonds proceeds referred to in Section 301(d) below to pay the Cost of Acquisition of the Series 2023 Project and certain costs of issuance of the Series 2023 Bonds, if funded.

- (d) There shall be deposited into and disbursed from the Rebate Account created under the Master Ordinance the sums required under the Code.
- (e) The Series 2023 Bonds are <u>not</u> secured by the Debt Service Reserve Account and are <u>not</u> subject to a Reserve Account Requirement. Accordingly, a subaccount within the Debt Service Reserve Account relating to the Series 2023 Bonds shall <u>not</u> be established by the City.

#### **ARTICLE IV**

**Section 401.** Pledge of Net Revenues. The City covenants and agrees that to pay the principal of and interest on the Series 2023 Bonds, the City shall transfer from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2023 Debt Service Account, to meet the debt service requirements on the Series 2023 Bonds.

The Net Revenues of the City are hereby pledged for the prompt payment of principal of and interest on the Series 2023 Bonds as the same become due on parity with all Outstanding Bonds.

Section 402. Non-Arbitrage. The proceeds of the sale of the Series 2023 Bonds shall not be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2023 Bonds to be arbitrage bonds, within the meaning of Sections 103 or 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The City covenants to and for the benefit of the holders of the Series 2023 Bonds from time to time that no use will be made of the proceeds of the issue and sale of the Series 2023 Bonds or any other funds or accounts of the City which might be deemed to be available proceeds of the Series 2023 Bonds pursuant to the provisions of Section 148 of the Code, and the applicable regulations, which, if such use had been reasonably expected on the date of delivery of and payment for the Series 2023 Bonds, would cause the Series 2023 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to such covenant, the City obligates itself to comply throughout the term of the issue of the Series 2023 Bonds with the requirements of Section 148 of the Code, and any regulations promulgated thereunder. In addition, at closing and delivery of the Series 2023 Bonds the City shall execute a Tax Certificate stating that it will expend the proceeds of the Series 2023 Bonds in a manner that will comply with applicable Sections of the Code and that the Series 2023 Bonds will otherwise comply with the Code. The City shall comply with all provisions of said Tax Certificate, as shall be approved by the Delegated Officer. Such approval of said official of the City shall be conclusively established by the Delegated Officer's execution of the Tax Certificate in its final form.

#### ARTICLE V

- **Section 501.** <u>Effect of Series Ordinance</u>. To the extent that this Series Ordinance amends or supplements the Master Ordinance, the Master Ordinance shall be treated as so amended or supplemented
- Section 502. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Series 2023 Bonds are hereby in all respects ratified, confirmed and approved and each Designated Representative of the City are hereby authorized and directed, for and in the name and on behalf of the City to do any and all things and take any and all actions and execute and deliver any and all closing certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series 2023 Bonds in accordance with this Series Ordinance.
- **Section 503.** Severability. It is hereby declared that all parts of this Series Ordinance are severable, and if any section, paragraph, clause, or provision of this Series Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Series Ordinance.
- **Section 504.** Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Series Ordinance are, to the extent of such conflict, hereby repealed.
- **Section 505.** Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Series Ordinance.
- **Section 506.** <u>Savings Clause</u>. Except as amended and/or supplemented by this Series Ordinance, the Master Ordinance shall remain in full force and effect.
- **Section 507.** Effective Date. That, pursuant to the affirmative vote of at least one-half (1/2) plus one (1) of the members of the Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Series Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.
- **Section 508.** <u>Publication</u>. A summary of this Series Ordinance substantially in the form attached hereto as Exhibit F, which form is hereby approved, shall be published within one (1) month hereafter once in an issue of the *Idaho Mountain Express*, the official newspaper of the City, pursuant to Idaho Code, Section 50-901A, as amended.

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APPROVED by the City Council of the City of Ketchum, Idaho, this [\_\_]th day of [March], 2023.

APPROVED by the Mayor of the City of Ko	etchum, Idaho, this []th day of [March], 2023.
	NEIL BRADSHAW, MAYOR
ATTEST:	
By:TRENT DONAT, CITY CLERK	
(SEAL)	

#### **EXHIBIT A**

#### FORM OF BOND

# UNITED STATES OF AMERICA STATE OF IDAHO

Registered No. R			Ψ
	F KETCHUM, BLAINE ( ASTEWATER REVENUI	, , , , , , , , , , , , , , , , , , ,	
INTEREST RATE:%	MATURITY DATE: September 1, 20	<u>DATED DATE:</u> , 2023	CUSIP:
REGISTERED OWNE	ER: ** CEDE & CO. **		
PRINCIPAL AMOUN	T:	AND NO/100 DO	OLLARS

KNOW ALL BY THESE PRESENTS that the City of Ketchum, Blaine County, State of Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay from its Net Revenues deposited to the Bond Fund to the registered owner, or registered assigns specified above, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the aforesaid Bond Fund from the dated date specified above, or the most recent date to which interest has been paid or duly provided for, at the rate specified above, payable on September 1, 2023, and semiannually thereafter on September 1 and March 1 of each year until the date of maturity or prior redemption of this Bond.

Principal, interest, and any redemption premium with respect to this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address appear on the registration books of the Series 2023 Bond Registrar. Interest shall be paid by the Series 2023 Bond Registrar to the registered owner at the address shown on the Bond Register on the fifteenth (15th) day of the month prior to the interest payment date, or at such other address as may be furnished in writing by such registered owner to the Series 2023 Bond Registrar. Principal shall be paid to the registered owner upon presentation and surrender of this Bond on or after the date of maturity or prior redemption at the designated corporate trust operations agency office of the Bond Registrar.

This Bond is one of a duly authorized issue of bonds designated the "City of Ketchum, Blaine County, State of Idaho, Wastewater Revenue Bonds, Series 2023" (the "Series 2023 Bonds") issued in the aggregate principal amount of \$\_\_\_\_\_\_\_, under and equally and ratably secured by the Ordinance (as defined below). The Series 2023 Bonds have been issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly, the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive,

Pagistared No. P

and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and proceedings duly adopted and authorized by the City, including the City's Ordinance No. 1247 ], 2023 (the "Master Ordinance") and the City's Ordinance adopted by the City on [ No. 1248 adopted by the City on [ ], 2023 (the "Series Ordinance" and together with the Master Ordinance, collectively the "Ordinance"). This Bond and the Series 2023 Bonds of this issue are issued for the purpose of financing the costs of construction of certain improvements to the City's Wastewater System, and payment of the costs of issuance of the Series 2023 Bonds. The City may issue Parity Bonds and Refunding Bonds having a lien on the Net Revenues under the Master Ordinance equal to, and on parity with, the Series 2023 Bonds upon compliance with the provisions of the Master Ordinance. The term "Bonds" as used herein shall refer to any of the revenue bonds of the City authorized and issued under the Master Ordinance, including the Series 2023 Bonds and any Parity Bonds and Refunding Bonds secured by the Revenues on an equal basis with the Series 2023 Bonds. All Bonds issued under the Master Ordinance and excluding Subordinate Obligations, are equally and ratably secured by the pledges and covenants contained therein. Capitalized terms not otherwise defined in this Bond shall have the meanings ascribed thereto in the Master Ordinance and if not therein, then in the Series Ordinance.

The Series 2023 Bonds are initially issued in the form of a separate single certificated fully registered bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an authorized representative of DTC to the Series 2023 Bond Registrar for registration of transfer, exchange or payment, and this Bond is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, Cede & Co., has an interest herein.

This Bond may be exchanged, transferred or replaced only as provided in the Ordinance. The ownership of this Bond must be registered upon the books of the Series 2023 Bond Registrar as provided in the Series Ordinance. The Series 2023 Bond Registrar may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Series 2023 Bond Registrar shall not be affected by any notice to the contrary. So long as the ownership of the Series 2023 Bonds is maintained in book-entry form by DTC (the "Securities Depository") or a nominee thereof, this Bond may be transferred in whole but not in part only to the Securities Depository or a nominee thereof or to a successor Securities Depository or its nominee.

The Series 2023 Bonds maturing on or before September 1, 20[\_], shall not be subject to call for optional redemption prior to their stated dates of maturity. On any date on or after March 1, 20[\_], at the election of the City, the Series 2023 Bonds maturing on and after September 1, 20[\_], shall be subject to optional redemption, in whole or in part, in maturities as selected by the Issuer, upon notice as hereinafter provided, at par, plus accrued interest to the redemption date.

The Series 2023 Bonds with the maturity date of September 1, 20[\_\_], are subject to mandatory sinking fund redemption prior to maturity and in part by lot at a redemption price of

100% of the principal amount thereof plus accrued interest to the redemption date from the following principal amounts, constituting sinking fund installments due in the following years:

Redemption Date
September 1
Principal Amount

\*

\*Final maturity

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Series 2023 Bond Registrar.

THIS BOND IS A LIMITED OBLIGATION OF THE CITY, PAYABLE SOLELY FROM THE NET REVENUES AS DEFINED IN THE ORDINANCE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, STATE OF IDAHO, NOR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED FOR PAYMENT OF THIS BOND.

IT IS HEREBY CERTIFIED, RECITED, and DECLARED that all conditions, acts, and things essential to the validity of this Bond do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that the Net Revenues have been and are hereby pledged on a parity with any Bonds permitted under the Master Ordinance and will be deposited into the Bond Fund in amounts sufficient for the payment of principal of and interest on this Bond. Only the Net Revenues are pledged and none of the City's general fund revenues are pledged to the payment of the Bonds.

IT IS HEREBY FURTHER CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2023 Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Ketchum, Idaho, has caused this Bond to be executed by the facsimile signature of its Mayor, countersigned by the facsimile signature of its Treasurer, and attested by the facsimile signature of its City Clerk, and a facsimile of the seal of the City to be reproduced hereon, this day of , 2023.

# CITY OF KETCHUM, IDAHO

	By:	Mayor
COUNTERSIGNED:		
	By:	Treasurer
ATTEST:		
By: City Clerk		SEAL
CERTIFICATE OF	AUTH	ENTICATION
This Bond is one of the City of Ketch Bonds, Series 2023 described in the within mer		ine County, Idaho, Wastewater Revenue Ordinance.
Date of Authentication:	, 202	3
	ASSO	S BANCORPORATION, NATIONAL CIATION, AS SERIES 2023 BOND STRAR
	Ву:	Authorized Signatory, Zions Bank Division

# **ASSIGNMENT**

FOR VALUE RECEIVED, the undersign	ed hereby sells, assigns and transfers unto
Name of Transferee:	
Address:	
Tax Identification No.:	
the within Bond and hereby irrevocably c	onstitutes and appoints
	or registration thereof with full power of substitution in
Dated:	
	Registered Bondowner
	NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.
SIGNATURE GUARANTEED:	
	ed by an "eligible guarantor institution" that is a member program (e.g., the Securities Transfer Agents Medallion

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a signature guarantee program (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

\* \* \* \* \*

# **EXHIBIT B**

# FORM NOTICE OF PRIVATE NEGOTIATED BOND SALE

Pursuant to Idaho Code, Section 57-215(2), public notice is hereby given by the City of
Ketchum, Blaine County, Idaho (the "City"), of negotiation for and private sale to Piper Sandler
& Co. (the "Underwriter") of its Wastewater Revenue Bonds, Series 2023, in the principal amount
not to exceed \$ (the "Bonds") pursuant to a Bond Purchase Agreement between
the City and the Underwriter ("Bond Purchase Agreement") to be executed on the date of sale of
the Bonds and setting forth the final terms and provisions of the Bonds. The Bonds are authorized
to be issued by the City's Council pursuant to Ordinance No. 1247, adopted on []
2023 (the "Master Ordinance") and Ordinance No. 1248, adopted [], 2023 (the
"Series Ordinance" and together with the Master Ordinance, the "Bond Ordinance"). The
sale of the Bonds, upon satisfying certain requirements contained in the Series Ordinance
pursuant to Idaho Code, Section 57-235, is expected to occur on or around
2023. Additional information concerning the terms and provisions of the Bonds, the Bonds
Ordinance, the Bond Purchase Agreement, the security for payment of the Bond, and other
pertinent information relating to the Bonds is available for public inspection at the offices of
the City at 191 5th Street West, Ketchum, Idaho, attention Jade Riley, City Administrator.
Dated:, 2023.
CITY OF KETCHUM, BLAINE COUNTY,
IDAHO
By: Jade Riley, City Administrator

# **EXHIBIT C**

# FORM OF BOND PURCHASE AGREEMENT

(ATTACHED)

### **EXHIBIT D**

# FORM OF TERMS CERTIFICATE

The undersigned official of the City of Ketchum, Blaine County, Idaho (the "City"), as a Delegated Officer, does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Ordinance, hereinafter defined):

adopted on [_ Ordinance, the Series 2023 (t	], 2 e "B he '	e undersigned is familiar with the City's Ordinance No. 1247 adopted 023 (the "Master Ordinance"), as supplemented by Series Ordinance No. 1248], 2023 (the "Series Ordinance," and collectively with the Master ond Ordinance") to authorize issuance of the City's Wastewater Revenue Bonds, "Series 2023 Bonds") and related documents, which Series 2023 Bonds is sold Sandler & Co. (the "Underwriter") pursuant to the Bond Purchase Agreement
		, 2023, between the City and the Underwriter (the "Bond Purchase
2. Officer, the po		etion 207 of the Series Ordinance delegated to the undersigned, as a Delegated to make certain determinations on the date of sale of the Series 2023 Bonds.
3. as follows:	Puı	rsuant to such delegation, the undersigned Delegated Officer hereby determines
	a.	Details of the terms of the Series 2023 Bonds are reflected in the final bond sale number schedules provided by the Underwriter to the City this date, which schedules are attached as Exhibit A hereto.
	b.	The scheduled rates of interest to be borne by the Bonds are reflected on the attached Exhibit A.
	c.	The rates of interest to be borne by the Series 2023 Bonds, as measured by the true interest costs, is% per annum.
	d.	The principal amount of the Series 2023 Bonds is \$
	e.	The Principal Payment Date, the Interest Payment Date and the amount of principal of the Series 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year are reflected on the attached Exhibit A.
	f.	The final maturity of the Series 2023 Bonds is

EXHIBIT D - 1 864

	g.	The Series 2023 Bonds are sold at the purchase price of \$
	h.	The Series 2023 Bonds are subject to optional redemption as set forth in Exhibit A hereto.
	i.	The amount of proceeds of the Series 2023 Bonds to be deposited to the Series 2023 Project Account within the Project Fund is \$
not in excess	202. of ar	e undersigned Delegated Officer hereby certifies the final terms and provisions Bonds, as described above and in the attached Exhibit A, are consistent with, ad no less favorable than the terms set forth in Section 207 of the Series Ordinance by the electorate of the City pursuant to the Bond Election.
5. Purchase Agr		e undersigned Delegated Officer has therefore executed and delivered the Bond ent this date.
DATE	ED:	, 2023.
		CITY OF KETCHUM, BLAINE COUNTY, IDAHO
		By: Title:

EXHIBIT "A"
DESCRIPTION OF CERTAIN TERMS OF THE BONDS

EXHIBIT D - 2

#### **EXHIBIT E**

# CITY OF KETCHUM BLAINE COUNTY, IDAHO

Summary of Ordinance No. 1248, passed [ ], 2023

#### SERIES ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE AGREEMENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

# CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO WASTEWATER REVENUE BONDS, SERIES 2023

Section 101 (Definitions) defines certain capitalized terms used in the Series Ordinance.

Section 201 (Authority for Series Ordinance) Provides that the Series Ordinance is adopted by the City of Ketchum, Blaine County, Idaho (the "City") pursuant to the provisions of the Act and the Master Ordinance

Section 202 (Finding and Purpose) Provides findings and determinations required to provide funds to finance and refinance certain improvements to the City's Wastewater System with proceeds of issuance and sale of the Series 2023 Bonds.

Section 203 (Authorization of Series 2023 Bonds, Designation; Confirmation of Pledged Revenues) Authorizes the Series 2023 Bonds; provides the designation of the Series 2023 Bonds, and security of payment thereof from Net Revenues.

Section 204 (Issue Date) Provides that the issue date shall be the date of delivery of the Series 2023 Bonds.

Section 205 (Description of the Series 2023 Bonds) Provides that the Series 2023 Bonds shall be issued in fully registered form in Authorized Denominations; provides the form of the Series 2023 Bonds; and

provides that principal and interest on the Series 2023 Bonds shall be payable as provided in the Delegation Certificate.

Section 206 (Authorization of Actions Preliminary to Sale of Series 2023 Bonds) Provides for the negotiated sale of the Series 2023 Bonds to the Underwriter; authorizes publication of a notice pursuant to Idaho Code, Section 57-215; and approves substantial forms of the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, the Continuing Disclosure Agreement.

Section 207 (Sale of Series 2023 Bonds, Delegation Authority) Provides for delegation to the City Administrator, a Delegated Officer, to approve the final terms of the Series 2023 Bonds and for execution by the Delegated Officer of the Terms Certificate upon approval of the final terms.

Section 208 (Execution of Series 2023 Bonds) Provides for the manner of execution of the Series 2023 Bonds.

Section 209 (Registration of Series 2023 Bonds) Provides that Zions Bancorporation, National Association shall act as Series 2023 Bond Registrar for the Series 2023 Bonds and provides for the registration of the Series 2023 Bonds.

Section 210 (Redemption and Purchase) Provides for the manner of redeeming and/or purchasing the Series 2023 Bonds by the City.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) Creates and/or ratifies the following: 2023 Debt Service Account under Bond Fund for payment of debt service on the Series 2023 Bonds; Series 2023 Project Account under the Project Fund for payment of the costs of the Series 2023 Project and costs of issuance of the Series 2023 Bonds.

Section 401 (Pledge of Revenues) Provides that the City shall not take any action to cause the Series 2023 Bonds to be arbitrage bonds, within the meaning of Section 103 and 148 of the Code.

Section 402 (Non-Arbitrage) Authorizes the City's Tax Certificate to comply with federal tax requirements.

Section 501 (Effect of Series Ordinance) Provides that the Master Ordinance is amended and supplemented as provided by the Series Ordinance.

Section 502 (Ratification) Ratifies, confirms, and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the Series 2023 Bonds.

Section 503 (Severability) Provides that other covenants and agreements in the Series Ordinance are not affected if one is made invalid.

Section 504 (Conflict) Repeals all resolutions, orders and regulations or parts thereof conflicting with the Series Ordinance.

Section 505 (Captions) Provides that table of contents and captions and headings are for convenience only.

Section 506 (Savings Clause) Provides that except as amended by the Series Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507 (Effective Date) Provides that the Series Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Section 508 (Publication) Provides for the publication of a summary of the Series Ordinance and approves the form and content of this Summary of Ordinance.

Exhibit A: Sets forth the substantial form of the Series 2023 Bonds.

Exhibit B: Sets forth the substantial form of the Notice of Private Negotiated Bond Sale.

Exhibit C: Sets forth the substantial form of the Bond Purchase Agreement.

Exhibit D: Sets forth the substantial form of the Terms Certificate.

Exhibit E: Sets forth this summary for publication.

The full text of Ordinance No. 1248 is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this day of [	], 2023.	
		CITY OF KETCHUM, IDAHO
	By:	NEIL BRADSHAW, MAYOR
ATTEST:		
TRENT DONAT, CITY CLERK	_	
that I have read the foregoing Summary	of Ordinance N	livisor to the City of Ketchum, Idaho, hereby certify to of the City of Ketchum, and that the same public of the contents of said Ordinance.
DATED this day of [	], 2023.	
		City Attorney

# CITY OF KETCHUM, IDAHO

# **BOND PURCHASE AGREEMENT**

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# **BOND PURCHASE AGREEMENT**

# 1. Parties and Relevant Dates

Issuer: City of Ketchum, Idaho.

Underwriter: Piper Sandler & Co.

Securities: \$[\_\_\_\_] Wastewater Revenue Bonds, Series 2023.

Acceptance Deadline: April 11, 2023 10:00 p.m. (Mountain time).

Closing Date: April 25, 2023.

## 2. Defined Terms

All capitalized terms used in this Agreement and not otherwise defined are used as defined in the Authorizing Documents or the Official Statement:

Acceptance Deadline: The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

Accountants: Workman & Company, Twin Falls, Idaho, the public accountants of the Issuer and/or any entity whose audited financial statements are included in the Preliminary Official Statement and the Official Statement.

Act: Chapter 10, Title 50 and Chapter 2, Title 57, Idaho Code, as amended.

Agreement: This Bond Purchase Agreement, dated the Effective Date, including **Schedule I** attached hereto.

Authorizing Documents: Master Ordinance No. \_\_ and Series Ordinance No.\_\_ adopted by the City Council of the Issuer on March 27, 2023, authorizing the issuance of the Securities, as amended and supplemented to the Closing Date.

Bond Counsel: Skinner Fawcett LLP.

*Closing Date*: The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Securities.

Continuing Disclosure Undertaking: The continuing disclosure undertaking or agreement, if any, entered into by the Issuer with respect to the Securities in accordance with Rule 15c2-12 (which may be a separate document or may be included in the Authorizing Documents or another Issuer Document).

Creditors' Rights Laws: Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

Disclosure Counsel: Skinner Fawcett LLP.

DTC: The Depository Trust Company.

Effective Date and Time: The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

End of the Underwriting Period: The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Securities.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excluded Sections: For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(viii), the indemnification provisions set forth in Section 16 and the opinions of Issuer's Counsel and Disclosure Counsel required pursuant to Section 13, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) the section captioned "Underwriting" if provided in writing by the Underwriters and (iii) the following additional sections, if any: offering price(s), interest rate(s), selling compensation, aggregate principal amount, delivery dates, credit enhancement, if any, ratings, and other terms of the Securities depending on such matters.

Issuer: The Issuer of the Securities, identified in Section 1.

Issuer Documents: All financing documents to which the Issuer is a party relating to the issuance of and security for the Securities, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) this Agreement,
- (ii) any Continuing Disclosure Undertaking, if contained separately or in the Authorizing Documents,
- (iii) other applicable financing or operative documents to which the Issuer is a party, as such documents are amended and supplemented to the Closing Date, including any trust indenture, loan agreement, security instrument, remarketing agreement and any agreement with the Bond Insurer or Support Facility Provider, if any, as set forth below:

Issuer's Counsel: White, Peterson, Gigray & Nichols, P.A.

MSRB: Municipal Securities Rulemaking Board.

Official Statement: The Offficial Statement relating to the Securities dated the date of sale of the Securities pursuant to this Agreement, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Paying Agent: Zions Bancorporation, National Association, acting as paying agent for the Securities.

*Policy*: A municipal bond insurance policy, if any, issued by the Bond Insurer, insuring the payment when due of principal of and interest on the Securities (or certain specified series or maturities), as identified in the Agreement and Acceptance.

Preliminary Official Statement: Preliminary Official Statement dated \_\_\_\_\_\_, 2023, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Primary Offering Disclosure Period: The period commencing with the first submission to an underwriter of an order for the purchase of the Securities or the purchase of such Securities from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Securities to or through the underwriting syndicate or sole underwriter.

*Purchase Price*: The amount specified in Section 5 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Securities on the Closing Date.

Rule 15c2-12: Rule 15c2-12 promulgated by the SEC under the Exchange Act.

SEC: Securities and Exchange Commission of the United States.

Securities: The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in **Schedule I**.

Securities Act: The Securities Act of 1933, as amended.

State: Idaho.

*Trust Estate*: The revenues and/or other funds pledged or otherwise identified by the Issuer as security or the source of payment for the Securities as set forth in the Authorizning Documents.

Trust Indenture Act: Trust Indenture Act of 1939, as amended.

*Underwriter*. The firm identified as such in Section 1 of this Agreement.

## 3. Offer to Purchase the Securities; Execution of Terms and Acceptance

The Issuer and the Underwriter are entering into this Bond Purchase Agreement (the "Agreement"), to provide for the purchase and sale of the Securities. The Securities are further described in **Schedule I**.

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the Issuer at any time prior to acceptance. The Issuer shall accept this Agreement by its execution hereof. Upon such execution, the Agreement will be binding upon the Underwriter and the Issuer. This Agreement is effective as of the Effective Date and Time.

## 4. Purchase of the Securities

The Underwriter shall purchase from the Issuer, and the Issuer shall sell to the Underwriter, all (but not less than all) of the Securities on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Securities shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Securities otherwise shall be as described in the Official Statement, the Authorizing Documents, and the Issuer Documents. The Underwriter's agreement to purchase the Securities from the Issuer is made in reliance upon the Issuer's representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of Piper Sandler & Co., as an underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and Piper Sandler and that Piper Sandler & Co. has financial and other interests that differ from those of the Issuer (ii) Piper Sandler & Co. is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to the Issuer on other matters) (iii) the only obligations Piper Sandler & Co. has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

## 5. Purchase Price

The Purchase Price of the Securities is	\$	(representing	the principal a	mount
of the Securities, less an Underwriter's discount	t of \$	, and less/p	lus net original	issue
discount/premium of \$), plus acci	rued interest, i	if any, to the	Closing Date.	The
Purchase Price shall be payable on the Closing	Date by the U	Inderwriter to	or as directed	by the
Issuer by wire transfer in immediately available	funds.			•

# 6. Public Offering

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the Securities without any requirement of prior notice, and may offer and sell the Securities to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

# 7. Official Statement

The Issuer hereby consents to and ratifies the use and distribution by the Underwriter of the Official Statement in connection with the public offering and sale of the Securities by the Underwriter. The Issuer hereby represents and warrants that the Official Statement previously furnished to the Underwriter was "deemed final" by the Issuer as of its date for purposes of Rule 15c2-12.

- (a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.
- (b) The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the "primary offering disclosure period," and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.
- (c) The Preliminary Official Statement and the Official Statement may be delivered in printed and a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.
- (d) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

## 8. Representations and Warranties

- (a) Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
- (i) The Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the

Act, to adopt the Authorizing Documents, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the Securities as provided herein, and to carry out and to consummate the transactions contemplated by the Authorizing Documents, the Issuer Documents and the Official Statement.

- (ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Securities, (B) the issuance and sale of the Securities upon the terms set forth herein and as contemplated by the Authorizing Documents, the Issuer Documents and the Official Statement and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Authorizing Documents and the Issuer Documents.
- (iii) The Securities will be issued in conformity with and entitled to the benefit and security of the Authorizing Documents and the Issuer Documents, including the pledge or application thereunder of the Trust Estate.
- (iv) This Agreement constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms; and the Securities, when issued, authenticated and delivered in accordance with the Issuer Documents and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the other Issuer Documents and the Securities may be limited by application of Creditors' Rights Laws.
- (v) The Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer isor any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.
- (vi) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.
- (vii) The adoption, execution and delivery of the Securities, the Authorizing Documents and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its

property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the Trust Estate or the property or assets, if any, of the Issuer to be pledged to secure the Securities or under the terms of any such law, regulation or instrument, except as provided by the Securities, the Authorizing Documents and the Issuer Documents.

- (viii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Securities or the due performance by the Issuer of its obligations under the Authorizing Documents, the Issuer Documents and the Securities have been duly obtained or will be obtained prior to the Closing.
- (ix) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.
- (x) The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.
- There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Trust Estate or the making of any other required deposits with respect to the Securities, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Authorizing Documents or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Trust Estate or to pay debt service on the Securities, or (F) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement.
- (xii) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Issuer of the Trust Estate and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.
- (xiii) As required in accordance with Rule 15c2-12, the Issuer has entered or will enter into the Continuing Disclosure Undertaking and, unless otherwise described in the Official Statement or

set forth below, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

- (xiv) The Authorizing Documents, the Issuer Documents and the Securities conform to the description thereof contained in the Official Statement.
- (xv) The Issuer has the legal authority to apply proceeds of the Securities for the purposes contemplated by the Authorizing Documents and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.

# (b) Covenants of the Issuer.

The Issuer hereby covenants with the Underwriter that:

- (i) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Trust Estate or other assets, properties, funds or interests that will be pledged as security for the Securities pursuant to the Authorizing Documents and the Issuer Documents.
- (ii) The Issuer shall cooperate with the Underwriter in the qualification of the Securities for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.
- (iii) The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Securities.
- (c) <u>Representations and Warranties of the Underwriter</u>. The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
  - (i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.
  - (ii) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.
  - (iii) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

# 9. Ratings

The following ratings on the Securities shall be in effect on the Closing Dat	e:
S&P:	

# 10. Closing

- (a) The delivery of and payment for the Securities shall be the "Closing" for the Securities and shall occur at or prior to 1:00 p.m., Eastern time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer. The location of the Closing shall be the offices of Bond Counsel.
- (b) At the Closing, the Issuer shall deliver or cause to be delivered the Securities to DTC or to the Trustee or Paying Agent on behalf of the Underwriter, as further described in paragraph (c) below. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Trustee or Paying Agent, together with the other documents identified in Section 12. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Trustee or as otherwise directed by the Issuer. If as set forth in **Schedule I** the Underwriter is to be paid an underwriting commission (in lieu of receiving an underwriting discount), the Issuer shall pay the underwriting commission to the Underwriter in immediately available funds on the Closing Date.
- (c) Delivery of the definitive Securities shall be made through the facilities of DTC's bookentry-only system in New York, New York, or at such other location as may be designated by the Underwriter prior to the Closing. The Securities will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Securities (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Securities. Unless otherwise requested by the Underwriter, the Securities will be delivered under DTC's FAST Automated Securities delivery system.

## 11. Closing Conditions

The Underwriter shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriter, each item specified below, unless waived by the Underwriter:

- (i) The approving opinion of Bond Counsel, addressed to the Underwriter (or addressed to the Issuer with a reliance letter addressed to the Underwriter), dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.
- (ii) The Supplemental Opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter as to descriptions of the Securities in the Official Statement and that the Securities are exempt from registration under the Securities Act and that the Resolution is exempt from qualification under the Trust Indenture Act.

- (iii) The opinion of Issuer's Counsel, dated the Closing Date and addressed to the Underwriter and Bond Counsel as to the existence of the Issuer, the authority of the Issuer to adopt the Authorizing Documents and enter the Issuer Documents, no litigation, and such other matters as the Underwriter and the Bond Counsel may reasonably request.
- (iv) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:
  - (A) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date:
  - (B) the Issuer has complied with all of the agreements herein and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;
  - (C) no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and
  - (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the Authorizing Documents proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the authority of any of its officers to their respective offices.
- (v) Written evidence that the rating(s) on the Securities by the applicable rating services, as set forth in Section 10, are in effect as of the Closing Date.
- (vi) A copy of the Blanket Letter of Representations to DTC relating to the Securities signed by the Issuer.
- (vii) True and complete copies of all opinions, certificates and other documents delivered to the Underwriter under the Authorizing Documents and the Issuer Documents; and such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriter or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the

statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

#### 12. Issue Price Certificate

Upon request of Bond Counsel, the Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate pursuant to this Section, Section 6 and Section 12, in form and substance reasonably satisfactory to the Issuer, Bond Counsel and the Underwriter.

#### 13. Accountants' Letter

No Accountants' letters will be delivered in connection with issuance of the Securities.

#### 14. Termination

The Underwriter shall have the right to cancel its obligation to purchase the Securities and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

- (a) the market price or marketability of the Securities, or the ability of the Underwriters to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:
  - (i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Securities, provided that this paragraph (a) (i) shall not apply if the Securities are being issued as taxable Securities; or
  - (ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or
  - (iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall

have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

- (iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, the Bond Legislation or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or
- (v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or
- (vi) any rating on securities of the Issuer which are secured by a pledge or application of the Trust Estate on a parity with the Securities or
- (b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriters to enforce contracts for the sale of the Securities; or
- (c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or
- (d) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or
- (e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or
- (f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities,

including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Agreement shall terminate, without further liability, except that: the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 16 below.

# 15. Payment of Expenses

- The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds under the Authorizing Documents and the Issuer Documents or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Disclosure Counsel, if any; the fees and expenses of the Issuer's financial advisors, Accountants, any verification consultant and all other consultants; the fees of the Paying Agent, and its respective counsel, if any; all expenses in connection with obtaining a rating or ratings for the Securities; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Authorizing Documents, any Issuer Document or any other instrument; the Issuer's administrative fees; all fees and expenses in connection with any interest rate swap agreement and related transactions; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities.
- (b) The Underwriter shall pay all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Securities.

#### 16. Notices

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer, Attention: Trent Donat, City Clerk and Business Manager, PO Box 2315, Ketchum, Idaho 83340, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter, Attention: Eric Heringer, Managing Director, 101 S. Capitol Blvd, Suite 603, Boise, Idaho 83702, or to such other addresses as one party shall furnish the other in writing for receipt of notice.

#### 17. Governing Law

This Agreement shall be governed by the laws of the State of Idaho.

## 18. Miscellaneous

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriter may assign this Agreement. The term "successor" shall not include any holder of any Securities merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Securities and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

# 19. Certification of Compliance with Anti-Boycott Against Israel Act

The Underwriter hereby certifies, pursuant to Idaho Code, Section 67-2346, that the Underwriter, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Underwriter, is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control except as otherwise permitted by applicable federal law.

# 20. Counterparts

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

## 21. Signatures

Upon execution by the Issuer and the Underwriter, this Agreement shall be binding upon the Issuer and the Underwriter as of the Effective Date and Time.

[The following pages are the execution pages to this Agreement and referenced Schedules.]

ACCEPTED AN	D AGREED:
ISSUER:	
CITY OF KETCH	HUM, IDAHO
Ву:	
Name: Jade Rile Title: City Admir	•
Effective Date: A	April 11, 2023
Time:	p.m. (Mountain Time).

# PIPER SANDLER & CO.

Ву:	
Name:	Eric Heringer
Title:	Managing Director

# Schedule I Terms of the Securities

Principal <u>Amount</u>	Maturity ()	Interest Rate	Offering Price <u>or Yield</u>
Mandatory Sinking Fund	d Schedule:		
Securities Maturing on	;: Date ()	Principal <u>Amount</u>	
Securities Maturing on	;: Date ()	Principal <u>Amount</u>	
Optional Redemption:			

#### CONTINUING DISCLOSURE AGREEMENT

City of Ketchum, Idaho

Wastewater Revenue Bonds, Series 2023

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is	s executed and
delivered by the City of Boise City, Idaho (the "Issuer") and Zions Bancorpora	ation, National
Association (the "Disclosure Agent") in connection with the issuance \$	Wastewater
Revenue Bonds, Series 2023 (the "Series 2023 Bonds") being issued pursuant to Ord	inance No. 23-
[], adopted by the City on [March 27], 2023 (the "Master Ordinance") and Ordinance	inance No. 23-
[], adopted by the City on [March 27], 2023 (the "Series Ordinance" and together v	vith the Master
Ordinance, collectively, the "Bond Ordinance"). The Agreement is executed and dela	ivered as of the
date set forth below in order for the Issuer to authorize and direct the Disclosure Age	nt, as the agent
of the Issuer, to make certain information available to the public in compliance with S	ection $(b)(5)(i)$
of Rule 15c2-12, as hereinafter defined.	

# WITNESSETH:

- 1. <u>Background</u>. The CUSIP number assigned to the final maturity of the Series 2023 Bonds is [ ].
- 2. <u>Appointment of Disclosure Agent</u>. The Issuer hereby appoints the Disclosure Agent and any successor Disclosure Agent acting as such under this Agreement to disseminate the financial information and notices furnished by the Issuer hereunder in the manner and at the times as herein provided and to discharge the other duties assigned.

## 3. Annual Reports of the Issuer.

- <u>a.</u> <u>Provisions of Annual Reports</u>. The Issuer agrees, in accordance with the provisions of Rule 15c2-12, to provide or cause to be provided through the Repository, not later than 210 days following the close of each fiscal year of the Issuer (October 1 September 30) for all fiscal years beginning with the fiscal year ending September 30, 2023, the annual financial information and operating data (the "Annual Report") described in Section 3b herein. The Issuer further agrees, in accordance with the Rule 15c2-12, to provide or cause to be provided in a timely manner through the Repository notice of any failure to provide or cause to be provided the Annual Report or any part thereof, as described in this paragraph.
- <u>b.</u> <u>Contents of Annual Report</u>. The Annual Report shall include the audited financial statements of the Issuer prepared in accordance with generally-accepted accounting principles, together with the report thereon of the Issuer's independent auditors, beginning with the Fiscal Year ending September 30, 2023. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Disclosure Agent to the effect that the financial statements are the financial statements required by this Agreement and that they comply with the applicable requirements of this Agreement. For the purposes of determining whether information received from the Issuer is the required financial statements, the Disclosure Agent shall be entitled conclusively to rely on the Issuer's written representation made pursuant to this Section.

The Annual Report shall also include the other financial, statistical, and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical, and operating data contained in the Official Statement, specifically the tables and/or information contained under the following headings and subheadings of the Official Statement:

- 1. Table titled "Long-Term Indebtedness" in the Section titled "Outstanding Long-Term Debt" in the Official Statement.
- 2. Table titled "Ten Largest Facility Customers" in the Section titled "Service Area" in the Official Statement.
- 3. Table titled "Net Revenues and Debt Service Coverage Summary Wastewater Fund" in the Section titled "Financial Reports" in the Official Statement.
- 4. Table titled "Wastewater Fund Statement of Revenues, Expenditures and Changes in Fund Net Position," in the Section titled "Financial Reports" in the Official Statement.
- 5. Table titled "Water Renewal Fund Statement of Net Position" in the Section titled "Financial Reports" in the Official Statement.

Inclusion of the tables listed in 4 and 5 above will be satisfied by submission of the City's audited financial statements so long as the audited financial statements contain full reports of the Wastewater Fund, and so long as the other financial, statistical and operating data indicates the tables listed in 4 and 5 above are satisfied by the City's audited financial statements. If such information is ever removed from the audited financial statements, the City shall create and update the tables as presented in the Official Statement and provide them in accordance with the terms hereof.

Notwithstanding, any or all the items listed above in this Section 3b may be incorporated by reference from other documents, including official statements of debt issues of the Issuer which have been previously submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such document incorporated by reference.

- **4.** <u>Notice of Certain Events</u>. The Issuer agrees, in accordance with the provisions of the Rule 15c2-12, to provide or cause to be provided through the Repository, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Series 2023 Bonds:
  - (1) Principal and interest payment delinquencies;
  - (2) Nonpayment-related defaults, if material;
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-CONTINUING DISCLOSURE AGREEMENT – 2

TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the securities, if material;
  - (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person<sup>1</sup>;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
- (15) Incurrence of a Financial Obligation of the obligated person, if material; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect securities holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

The Disclosure Agent shall attempt to promptly advise the Issuer whenever, in the course of performing its duties under this Agreement, the Disclosure Agent identifies an occurrence which would require the Issuer to provide a notice of the occurrence of any of the events listed in this Section 4; provided that the failure of the Disclosure Agent so to advise the Issuer of such

<sup>&</sup>lt;sup>1</sup> For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of an obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of an obligated person.

occurrence shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities hereunder.

5. Manner and Time by Which Information is to be made Public by the Disclosure Agent. The information required to be provided by the Issuer pursuant to Section 3 hereof shall be referred to as the Continuing Disclosure Information (the "Continuing Disclosure Information"), and the notices required to be provided by the Issuer pursuant to Section 4 hereof shall be referred to as the Event Information (the "Event Information").

After the receipt of any Continuing Disclosure Information or any Event Information from the Issuer, the Disclosure Agent will deliver the information as provided in this Section 5.

- a. <u>Manner and Time of Delivery</u>. It shall be the Disclosure Agent's duty:
- (1) to deliver the Continuing Disclosure Information to the Repository once it is received from the Issuer not later than five (5) days after receipt thereof;
- (2) to deliver the Event Information to the Repository as soon as possible following receipt from the Issuer, but in no event later than the next business day;
- (3) to determine the identity and address of the Repository to which Continuing Disclosure Information and Event Information must be sent under rules and regulations promulgated by the MSRB or by the SEC.

The Issuer shall deliver Continuing Disclosure Information and Event Information to the Disclosure Agent in a timely manner so that the Disclosure Agent can deliver such information to the Repository.

- b. <u>Limitation of Disclosure Agent's Duty</u>. The Disclosure Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Continuing Disclosure Information that the Disclosure Agent has received from the Issuer and (ii) Event Information about which the Disclosure Agent has received notice from the Issuer. Any such disclosures shall be required to be made only as and when specified in this Agreement. The Disclosure Agent's duties and obligations are only those specifically set forth in this Agreement, and the Disclosure Agent shall have no implied duties or obligations.
- c. <u>Form of Disclosure</u>. All Continuing Disclosure Information and Event Information, or other financial information and notices pursuant to this Agreement are to be provided to the Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this Agreement must be accompanied by identifying information as prescribed by the MSRB, which the Issuer shall provide to the Disclosure Agent in a timely manner.
- 6. <u>Indemnification</u>. The Disclosure Agent shall have no obligation to examine or review the Continuing Disclosure Information and shall have no liability or responsibility for the compliance of this Agreement with Rule 15c2-12 or the accurateness or completeness of the Continuing Disclosure Information disseminated by the Disclosure Agent hereunder. The Continuing Disclosure Information shall contain a legend to such effect.

To the extent permitted by law, the Issuer hereby agrees to hold harmless and to indemnify the Disclosure Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses, whether incurred before trial, at trial, or on appeal, or in any CONTINUING DISCLOSURE AGREEMENT – 4

bankruptcy or arbitration proceedings), which may be incurred by the Disclosure Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the willful or negligent conduct of the Disclosure Agent in the performance of its duties under this Agreement.

- 7. <u>Compensation</u>. The Issuer hereby agrees to compensate the Disclosure Agent for the services provided and the expenses incurred pursuant to this Agreement in an amount to be agreed upon from time to time hereunder. Such compensation shall be in addition to any fees previously agreed upon with respect to the fiduciary services of the Disclosure Agent in its capacity as Bond Registrar under the Ordinance.
- 8. Enforcement. The obligations of the Issuer under this Agreement shall be for the benefit of the registered and beneficial holders of the Series 2023 Bonds. Any holder of the Series 2023 Bonds then outstanding, including any Beneficial Owner (as defined in the Master Ordinance) of the Series 2023 Bonds, may enforce specific performance of such obligations by any judicial proceeding available. However, any failure by the Issuer to perform in accordance with this Agreement shall not constitute a default under the Ordinance. Neither the Issuer nor the Disclosure Agent shall have any power or duty to enforce this Agreement.

This Agreement shall inure solely to the benefit of the Issuer, the Disclosure Agent and the holders and beneficial owners from time to time of the Series 2023 Bonds and shall create no rights in any other person or entity.

9. <u>Definitions.</u> As used herein, the following terms shall have the following meanings: "MSRB" shall mean the Municipal Securities Rulemaking Board.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in Rule15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

"Official	Statement" shall mean	the final Official	Statement relating to	the Series 2023
Bonds dated	, 2023.			

"Obligated person" as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities.

"Repository" shall mean the MSRB through its Electronic Municipal Market Access system ("EMMA") at <a href="http://emma.msrb.org">http://emma.msrb.org</a>, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

"SEC" shall mean the Securities and Exchange Commission.

9. <u>Amendments and Termination</u>. This Agreement may be amended with the mutual agreement of the Issuer and the Disclosure Agent and without the consent of any registered or beneficial holders of the Series 2023 Bonds under the following conditions:

- a. the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;
- b. this Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and
- c. the amendment does not materially impair the interests of holders of the Series 2023 Bonds, as determined by parties unaffiliated with the Issuer (such as nationally recognized bond counsel) or by approving vote of bondholders pursuant to the terms of the Series Ordinance at the time of the amendment.

Any party to this Agreement may terminate this Agreement by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The Issuer's next annual financial report must explain, in narrative form, the reasons for any such amendment or termination of the Agreement contained in this Agreement and the impact, as applicable, of any change in the type of operating data or financial information being provided or, in the case of accounting principles, the presentation of such operating data or financial information.

This Agreement shall be in effect from and after the issuance and delivery of the Series 2023 Bonds and shall extend to the earlier of (i) the date all principal and interest on the Series 2023 Bonds shall have been paid pursuant to the terms of the Ordinance; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written Agreement (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities laws, acceptable to the Issuer or the Disclosure Agent, otherwise, do not apply to the Series 2023 Bonds. The Issuer shall notify the Repository if this Agreement is terminated pursuant to (iii), above.

- 11. Successor Disclosure Agent. Upon the transfer of the duties from the current Disclosure Agent to a successor Disclosure Agent, such successor Disclosure Agent shall succeed to the duties under this Agreement without any further action on the part of any party, and the then current Disclosure Agent shall have no further duties or obligations upon the transfer to a successor Disclosure Agent. Such Successor Disclosure Agent may terminate this Agreement or cause it to be amended as provided in Section 10 hereof.
- 12. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating (or cause the Disclosure Agent to disseminate) any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Continuing Disclosure Information or notice of the occurrence of any Event Information, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Continuing Disclosure Information or Event Information in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Continuing Disclosure Information or notice of occurrence of any Event Information.

If the Issuer provides to the Disclosure Agent information relating to the Issuer or the Series 2023 Bonds, which information is not designated as Event Information, and directs the Disclosure CONTINUING DISCLOSURE AGREEMENT -6

Agent to provide such information to the Repository, the Disclosure Agent shall provide such information in a timely manner to the Repository.

- 13. Notices. Notices and the required information under this Agreement shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Agreement may designate from time to time.
- <u>14.</u> <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Agreement.
- <u>15.</u> <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of Idaho and Rule 15c2-12.
- <u>16.</u> <u>Certification of Compliance with Anti-Boycott Against Israel Act</u>. The Disclosure Agent, by acceptance of this Agreement, certifies, pursuant to Section 67-2346, Idaho Code, that the Disclosure Agent, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Disclosure Agent is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control.

[Signatures on following page.]

	F, the Issuer and the Disclosure Agent have caused this vered by a duly authorized officer of each of them, all as of this 2023.
ISSUER:	CITY OF KETCHUM, BLAINE COUNTY, IDAHO
	By:
	By:
	City Administrator
	Notice Address:
	191 5 <sup>th</sup> Street West (PO Box 2315)
	Ketchum, ID 83340
	Attn: Shellie Rubel, City Treasurer
DISCLOSURE AGENT:	ZIONS BANCORPORATION, NATIONAL ASSOCIATION
	By:
	By:Authorized Officer, Zions Bank Division
	Notice Address:
	Zions Bancorporation, National Association
	Corporate Trust
	800 W. Main Street, Ste 700
	Boise, ID 83702
	Attention: Joe Dailey, Assistant Vice President



# City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

# Recommendation to Hold Second Reading of Ordinance #1246 – Idaho Power Franchise Agreement and Approval of Clean Energy Cooperation Statement

#### **Recommendation and Summary**

On February 7, 2022, the Council approved a one-year extension of the Idaho Power Franchise Agreement in order to allow staff proper time to negotiate a new ten-year agreement. Staff is recommending Council hold the second reading of the ordinance and approve the Clean Energy Cooperation Statement.

Motion #1 – "I move approval of second reading by title only of Ordinance #1246."

Motion #2 – "I move approval of the Clean Energy Cooperation Statement."

The reasons for the recommendation are as follows:

- The new franchise contains improvements for the following policy areas:
  - Public right-of-way coordination
  - Private development coordination/standards
- The Clean Energy Cooperation Statement aligns with Council's established clean energy goals
- The long-term franchise agreement will enable the city to continue to collect the franchise fee to fund the Capital Improvement Plan

## **Introduction and History**

Idaho state law (50-342) authorizes cities to either directly produce power and distribute to residents or to franchise that authority to another service provider. State law (50-328) further outlines the city's ability to regulate the permitting and placement of utility transmission systems within public rights-of-ways and public spaces.

Key changes from previous franchise agreement (due to numerous changes in the document, tracked changes were difficult to follow):

- 1. **Section 4**: new language outlines the need for an MOU, which details expectations for activity within the public right of way. The goal would be to only require Idaho Power to complete an encroachment permit should they desire to deviate from the standards outlined in the MOU.
- 2. **Section 5**: new language reinforces that Idaho Power must comply with the approved conditions for utility work on private property approved via the city's planning and zoning process.

- 3. **Section 7**: new language that references the creation and execution of a Clean Energy Cooperation Statement. Staff initially requested this language to be included in the franchise. Idaho Power stated it was not willing to do so as they felt it was not within the legal spirit of the franchise agreement.
- 4. Section 8: updated language to improve the coordination of street light management.
- 5. **Section 9**: new language to improve energy consumption data reports.
- 6. Section 17: updated language regarding arborist standards for vegetation management.
- 7. **Section 18**: new language regarding alternative forms of power generation by the city.

#### Sustainability Impact

Clean Energy Cooperation Statement focuses on partnership with Idaho Power to achieve the city's and county's clean energy goals.

## Financial Impact

The city currently collects a three percent (3%) franchise fee. The ten-year extension will ensure those fees continue to be collected. The city has requested Idaho Power partner with the city and Idaho Transportation Department to develop a multi-year repayment agreement associated with undergrounding the power lines from Weyyakin to River Street in conjunction with the planned roadway improvements in 2025-26. Idaho Power has indicated it will entertain the request.

## **Attachments**

- 1. New Franchise Agreement
- 2. Clean Energy Cooperation Statement
- 3. Previous Franchise Agreement

#### ORDINANCE NO. 1246

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN (10) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO THAT:

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 18 hereof), privilege and franchise for a period of Ten (10) years from and after , however, with the right to amend by mutual agreement in accordance with Section 19, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 14 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways, and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all

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present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or a third party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. For all private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development, except that the City may require the Grantee to relocate Grantee's facilities located in the City right-of-way at the Grantee's cost where the primary driver of the relocation is to benefit public pedestrian and vehicle travel over the City right-of-way, even though the relocation may also benefit a third-party development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. Grantee shall be authorized to make all needful or convenient excavations and/or installations in any of the present and future public streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating

conduits, vaults, transformers and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same. Grantor and Grantee will enter into a Memorandum of Understanding ("MOU") setting forth the process the parties will follow for Grantee to install new facilities within the City rights-of-way under this Agreement. The MOU will reflect Grantee's right to install facilities within the City's rights-of-way under this Agreement, while also recognizing the City's right to assure that the installations comply with the standards set forth in Section 2 above. Until such time as the MOU is adopted by both the City and Grantee, Grantee agrees to comply with the provisions of the Ketchum Municipal Code for its encroachments and use of the City's public right of way and public property, provided that such compliance will not waive any of Grantee's rights under this Agreement.

When the Grantee, or any persons or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes of excavation or installation of equipment, he, it, or they, shall restore the same to good order and condition as soon as practicable and without unnecessary delay. Failing to do so after five days' notice from the City or its duly authorized officer or officers, the City may place said street, alley, highway, or public place in such a condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all application laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances except in cases of emergency.

A. In consideration of Ketchum allowing Grantee to maintain the Grantee's facilities in the public right-of-way, Grantee agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from Grantee's facilities constructed, installed and maintained in the public right-of-way, except to the extent such claims result from the negligence of the City. Grantee shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Grantee's part to be performed under this Agreement, or arising from any negligence of Grantee or Grantee's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Grantee, upon notice from Ketchum, shall defend Ketchum at Grantee's expense. As a material part of the consideration to the City, Grantee hereby waives all claims against the City for damages to Grantee's facilities located within the City's public right-of-way or property under this Agreement, except to the extent such claims result from the negligence of the City.

B. Grantee understands and agrees that by maintaining Grantee's facilities in the public right-of-way pursuant to this Agreement, Grantee obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Grantee obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

In those areas where other utilities are locating facilities underground, or where underground facilities are required, the Grantee agrees to utilize the same trenches, where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Where the City has planning and zoning rules that require property owners to obtain City approval for the location and screening of Grantee's transformers and other aboveground equipment on private property within the City, Grantee and City shall confer and mutually agree upon the location of the equipment. Such equipment shall be screened from public view in a manner mutually agreeable to the City and Grantee.

SECTION 6. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 7. The Grantee shall work in good faith to cooperate and collaborate with the City as the City works toward its clean energy and climate goals. Therefore, the City and Grantee have entered into a Joint Clean Energy and Climate Protection Cooperation Agreement.

SECTION 8. The City and Grantee shall work together to develop a management plan of existing Grantee-owned streetlights within the City of Ketchum, including but not limited to mapped locations of Grantee-owned streetlights; documentation of lumen level and dark sky compliance; citizens may petition for a light removal, shielding options, and/or light distribution patterns. Upon the City's request, Idaho Power and the City will update the streetlight management plan on an annual basis. All fees associated with Grantee's streetlight work under the master plan shall reflect the Idaho Public Utilities Commission's Schedule 41, Street Light Service, as amended.

SECTION 9. On an annual basis, the Grantee shall provide to the City a quarterly energy use summary of the residential, commercial and irrigation power consumption within the city limits; provided however, that the Grantee shall have sole discretion to aggregate the data as Grantee deems necessary to protect the confidential and proprietary nature of the information. In addition, on an annual basis, the Grantee shall provide monthly power data to the City for its owned-and-occupied facilities, and by special request as needed for analysis for City projects; provided that the data is available to Grantee in its systems in the format requested.

SECTION 10. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices, and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 11. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents harmless from any and all expenses or liability arising from and against, or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 12. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 13. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

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SECTION 14. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three Percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 15. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 14 above.

SECTION 16. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility, including but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 17. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with American National Standards Institute (ANSI) A300, Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. Pruning shall be conducted under the supervision of an International Society of Arboriculture (ISA) certified arborist or by an ISA certified tree worker on a regular basis; provided that in some instances, the Grantee's certified arborist may not be present at the pruning site, but in all instances the pruning shall be conducted by individuals with expertise in utility vegetation management. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed. Grantee agrees to meet and consult with the City's Forester, from time to time, on matters related to tree preservation goals and vegetation management.

SECTION 18. Nothing herein shall prohibit the City from producing renewable electric energy using any technology recognized as renewable under §67-8903, Idaho Statutes for internal use by the City. In addition, the City and Grantee agree to work cooperatively to explore and possibly develop geothermal or other renewable energy resources within the City for providing power to customers within the City.

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns, but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 19. In the event of an amendment to the laws, rules or regulations of the City of Ketchum, the State of Idaho or the Public Utilities Commission of Idaho, applicable to this franchise or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 20. Any violation by the Grantee of the provisions of this ordinance, franchise and grant, or any material portions thereof or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default. However, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 21. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 22. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 23 The Grantee shall, within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 24. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.

operating the electric utility property and facil and public places in the City, it is hereby	the has constructed and now is maintaining and lities in and upon the streets, alleys, highways, adjudged and declared that this ordinance is peace, health and safety, and therefore this, 2023.
PASSED AND ADOPTED by the Council of the 2023.	ne City of Ketchum on,
APPROVED by the Mayor on	, 2023
ATTEST:	Mayor
Trent Donat City Clerk	
(Seal)	

### ACCEPTANCE

			s the franchisee, he terms and con	accepts the franchise set forth in the ditions thereof.
D	ATED this	day of	,	2023.
			Ву:	
				Adam Richins
				SVP & Chief Operating Officer
ATTEST:	:			
Secretary				
(Seal)				

# CITY OF KETCHUM AND IDAHO POWER COMPANY JOINT CLEAN ENERGY COOPERATION STATEMENT

City of Ketchum ("City"), an Idaho municipal corporation, and Idaho Power Company, an Idaho corporation ("Company" or "Idaho Power") jointly state their intention to cooperate in order to further the objectives of a clean energy future.

### I. OVERVIEW

The City is responsible for protecting the public health and safety of its residents, which includes facilitating access to clean air, dependable and affordable energy, clean water and a livable environment.

The Company is a public electric utility regulated by the Idaho Public Utilities Commission ("IPUC") in accordance with Title 61 of the Idaho Code with an exclusive right to, and responsibility for, providing safe and reliable electrical service to its customers in a nondiscriminatory manner and at rates that are fair, just and reasonable as determined by the IPUC.

Idaho Power-funded energy efficiency programs are subject to the IPUC's jurisdiction and review. Available to all customers, Idaho Power's energy efficiency programs are developed and administered in consultation with stakeholders through Idaho Power's Energy Efficiency Advisory Group ("EEAG").

The City has determined that meaningful reductions in pollution and greenhouse gas emissions will benefit all City of Ketchum residents, visitors, businesses and Idaho as a whole, through improved public health, additional economic opportunities, long-term energy price stability and a stronger sense of community security.

Idaho Power seeks to further its goal of 100% clean energy by 2045 and support the City's pursuit of energy goals as identified herein.

### II. THE CITY'S GOALS

The City is committed to reducing pollution and the carbon intensity of electricity used in the City of Ketchum. The City has set the following goals to transition to 100% clean energy use:

- One hundred percent (100%) municipality clean energy electricity use by 2030, including at least 75% clean energy by 2025
- One hundred percent (100%) clean energy for the community-wide electricity supply by

2035

- Transition City fleet vehicles and equipment to 100% electric power as technologically and economically feasible by 2035
- One hundred percent (100%) clean energy for all energy use by 2045

The City desires to accelerate adoption of energy efficiency in the community and for municipal operations because the cheapest, cleanest energy is energy that is not used. This, in turn, will reduce energy costs.

The City aspires to the goal that net-cost changes, if any, to energy users within City of Ketchum associated with achieving its stated clean energy goals are reasonable. The City envisions measures to mitigate any incremental costs associated with pursuing a clean energy future to all City of Ketchum energy users, with a high priority placed on preventing negative impacts to low-income residents.

The City acknowledges that net lifecycle financial impacts, including both costs and benefits associated with measures used to achieve its energy goals, will benefit and thus be the responsibility of the City and energy users within City of Ketchum limits. The City acknowledges that the Company cannot treat its customers located within the City differently than other customers or provide programs or rates that are not available to all its customers, in accordance with Title 61 of the Idaho Code. If new programs are created as part of this effort, they will require IPUC approval as to terms, costs, and rates relating to services provided by the Company.

The City is motivated, in part, by continuing reductions in renewable energy costs and the desire for stable long-term energy rates. Idaho Power will advise and collaborate with the City in its efforts to develop a more resilient local energy system and its goal to create a system that rewards smart customer behavior and investments, while simultaneously offering significant social, health and economic benefits.

## III. RENEWABLE ENERGY, ENERGY EFFICIENCY AND ELECTRIC VEHICLE PROJECTS

Idaho Power currently offers 25 energy efficiency programs, three demand response programs, and a green power offering to customers, including those residing in the City of Ketchum. Idaho Power will work to educate, advise, and collaborate with the City in its efforts to develop additional energy efficiency and renewable resource options to benefit energy users in the City of Ketchum (residential, commercial, industrial, governmental and non-profit) to reduce carbon intensity and make significant progress towards the City's reduced emissions and reduced energy usage goals. Any energy efficiency programs

developed, funded, or administered by Idaho Power may necessitate consultation with Idaho Power's EEAG and approval by the IPUC in order to satisfy cost effectiveness standards as set by the IPUC. Any other programs would need to flow through Idaho Power's internal processes and receive approval by the IPUC, and the program or offering must continue to satisfy then-current regulatory requirements.

The City and the Company will continue to work together on existing Company assistance and incentive programs and discuss the possibility of educating and assisting building owners with energy efficiency efforts through energy efficiency incentives and rebates. In particular, the City and Company will discuss the existing utility-funded Weatherization Programs for low and near low-income residents via the South Central Community Action Partnership. Such conversations may include developing goals and actions, which if funded or administered by Idaho Power, may necessitate consultation with EEAG stakeholders and regulatory approval by the IPUC.

Idaho Power will collaborate with the City as Idaho Power evaluates programs that may include energy efficiency, demand response, energy storage and renewable energy projects, including programs designed to provide all Idaho Power customers with the ability to purchase the output of renewable energy facilities located within Idaho.

IPC will advise and collaborate with the City as it evaluates new technologies such as smart-grid and customer-side investments designed to allow efficient utilization of resources, reduced greenhouse gas emissions, and deployment of renewable energy and electric vehicle charging infrastructure beyond the point of delivery.

IPC will advise and collaborate with the City as it investigates options to deploy electric vehicle ("EV") infrastructure and innovative technologies to support EVs.

### IV. MUNICIPAL RENEWABLE ENERGY PROJECTS

Idaho Power will advise and collaborate with the City as it identifies avenues for leveraging City assets (e.g., infrastructure and property) and City investments to build renewable energy projects to achieve the City's municipal energy goals.

### V. IMPLEMENTATION STEPS AND TIMING

The City and the Company, along with other regional stakeholders including representatives from city government, the county, citizens, businesses, and local experts from the non-profit community, intend to work together as described in this Cooperation Statement.

The Company will collaborate with the City to develop a 10-year load forecast by providing aggregated data and modeling support setting a baseline from which work on the City's clean energy plan can be established.

The Company will provide aggregated data as it deems appropriate to support the City's publication of an annual report by April 30 of each year, beginning in 2022 and through 2027, to detail status and progress towards the City's renewable energy, energy efficiency, and carbon reduction goals.

In all cases subject to the rules of the IPUC, the City and the Company intend to cooperate to secure necessary authority or approvals from the IPUC for mutually agreeable projects and programs.

The Company intends to advise and collaborate with the City in good faith as they develop and implement mutually agreeable projects and programs to help the City achieve its clean energy targets, in each case within Idaho Power's limitations as a regulated utility under Title 61 of the Idaho Code, which requires that the Company treat all customers in a non-discriminatory manner.

### VI. COMMITMENT OF COOPERATION

As stated above, the City and the Company desire to work together to successfully achieve the City's stated goals. The City recognizes that any new Company-funded program or offering must be generally available to all of the Company's Idaho customers and subject to IPUC approval, and in all cases be non-discriminatory. However, the city and Idaho Power commit to explore additional City-funded opportunities that provide enhanced benefits to Ketchum residents. The City desires to work directly with the Company on its renewable energy supply. Because of the importance of these efforts, the City Mayor and the Chief Operating Officer (COO) of the Company wish to communicate as often as necessary and will strive to meet at least annually to discuss programs and other energy-related matters. If either the City or the Company has a dispute regarding progress toward objectives outlined in this Cooperation Statement, or the timeliness of related implementation, the Mayor and the COO desire to be directly involved and work together to attempt to resolve whatever issues may arise. This Cooperation Statement is intended solely as a joint statement of the City's and the Company's desire to work collaboratively toward identifying, providing education on, and advising on actions that may be in furtherance of the City's clean energy goals, but it does not create binding legal obligations on either the City or the Company, or the right to assert specific performance or obtain damages for a purported default of the City or the Company and can be terminated at any time upon written notice to the other signator.

This Joint Clean Energy Cooperation Statement shall become effective upon signing by both the City and Company and will inform cooperation through the initial ten-year term of the Franchise Agreement between City and Company. Progress towards objectives stated herein will be reviewed and the Cooperation Statement may be extended in the future, with or without amendments, through a commitment by both the City and the Company.

[Signature page follows]

# IN WITNESS WHEREOF, the parties to this JOINT COOPERATIVE STATEMENT have affixed their signatures: Mayor, Honorable Neil Bradshaw City of Ketchum Date **ATTEST** Trent Donat City Clerk Date

Lisa A. Grow

President and CEO, Idaho Power Company

Date

### ORDINANCE NO. 1092

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A, GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KETCHUM, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN ( 10 ) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, IDAHO THAT:

SECTION 1. The City of Ketchum, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of Ten (10) years from and after April 7, 2012, however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. Grantee's electric property and facilities will comply with all present and future ordinances, regulations and policies of the City providing for construction of facilities, buildings and structures utilizing green or sustainable building and construction standards, provided such ordinances, regulations and policies are not in conflict with applicable regulations and standards of the Idaho Public Utilities Commission and Idaho Power Company construction standards.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. Relocation costs shall be as follows:

- A. Except as specified in Section 3C, all overhead to overhead or underground to underground relocations shall be the responsibility of the Grantee and shall be relocated at no cost to the City.
- B. Except as specified in Section 3C, all overhead to underground relocation and improvements shall be the responsibility of the City, and the Grantee shall only charge for the actual costs as recorded on the Grantee's accounts ("Actual Costs"). In determining Actual Costs, the City shall receive credit for salvage and, for road widening projects, for Grantee's cost of relocating the facilities as if they had been relocated overhead to overhead. Actual Costs shall be exclusive of profit allowances of Grantee. Grantee shall not be required to place facilities underground under this Agreement if such action is not feasible from an engineering, operation or maintenance standpoint.
- C. If either the City or Third Party requests Grantee's facilities be relocated for the benefit of the third party, then the third party shall pay for all costs of the relocation. All private development where the City requires the private developer to provide for upgrades, new services, or undergrounding of Grantee's facilities, the costs shall be borne by the private development. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway

or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys, and public places in the city and shall be subject to all applicable ordinances, except in cases of emergency.

In those areas where other utilities are locating facilities underground or where underground facilities are required, the Grantee agrees to utilize the same trenches where feasible, as other utility companies, such as City utilities, telephone, or electric utilities and to allow others to utilize the Grantee's trenches, where feasible, and on a prorated basis. Grantee agrees not to charge the City for its use of said trenches.

SECTION 5. Grantee and City acknowledge they are currently operating under a Master Plan approved and adopted by the City pursuant to Ordinance No. 890, adopted by the City on January 7, 2002, which provides a framework for providing new services and upgrades, including working towards eliminating all overhead facilities and relocating such facilities underground and at grade. In connection with the Master Plan, in the month of April of each calendar year during the term of this agreement, the Grantee and the City of Ketchum will hold a "Pre-Construction/Review" meeting to review upcoming Idaho Power or City generated projects.

SECTION 6. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said overhead or underground facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 7. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities. Grantee shall maintain its electric utility property and/or facilities free of noxious weeds and in an orderly condition as required by the Ordinances of the City. Grantee shall abate any such noxious weeds immediately upon receipt of written notice from the City.

SECTION 8. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage

and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Ketchum shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code §6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to Three percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Ketchum the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, sixty (60) days' written notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without written notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance 890, dated January 7, 2002, shall terminate upon the adoption and acceptance of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on \_\_\_\_\_\_\_\_\_.

PASSED AND ADOPTED by the Council of the City of Ketchum this 7<sup>th</sup> day of May, 2012.

APPROVED by the Mayor this 7<sup>th</sup> day of May, 2012

ATTEST:

Randy Hall, Mayor

Sandra E. Cady, CMC City Clerk/Treasurer



### ACCEPTANCE

IDAHO POWER	COMPANY,	as the franchisee,	accepts the	franchise	set forth	in 1	the
above Ordinance and agree	ees to abide by	the terms and cond	ditions there	of.			

DATED this 18 day of \_\_\_\_\_\_, 2012.

By: Dan B. Minor

ATTEST:

Executive Vice President -Operations

Secretary

(Seal)



### City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### Discussion and Request for Direction regarding Animal Resistant Trash Containers

### **Recommendation and Summary**

The City Council directed staff to coordinate with Clear Creek Disposal to cost out two options for the potential implementation of animal resistant containers. Clear Creek will be present to answer questions and demonstrate the containers. Should the Council support proceeding, staff would recommend public outreach before a final decision.

### **Introduction and History**

The city has participated in the Wood River Wildlife Coalition over the last several years. One of the key topics raised by Idaho Fish & Game during those meetings was trash cans placed out the day before the scheduled pick-up time. Animals are then attracted to food in the containers, creating a safety conflict with residents. Animal resistant containers are required in other mountain communities such as McCall. Clear Creek acquired a select number of carts to conduct with customers.

### Sustainability

No direct impact.

### **Financial Impact**

Should new carts be distributed citywide, the customer impact would be an additional \$13.08 per quarter (an increase of approximately \$1.00 per week). If the carts were deployed only to residents west of Main Street, the impact would be \$10.40 per quarter. It is important to note with option two, that the new increase would be placed on all bills, not just on the bills of customers with new carts. With both options, there would also be a one-time delivery fee of \$35.50.

### <u>Attachment</u>

None



March 6, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion and Direction Regarding the Proposed Community Housing Contribution for The Perry Building Project Located at 131 W 4th Street and 471 & 431 N 1st Avenue.

### **Recommendation and Summary**

Staff recommends the City Council review the alternative community housing contribution to mitigate the Floor Area Ratio ("FAR") increase proposed for The Perry Building project and provide feedback to the applicant.

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

- Planning staff has modified the sequence of FAR Exceedance Agreement review based on the direction provided by the City Council during their regular meeting on January 17, 2023. For projects proposing an alternative proposal as allowed per Ketchum Municipal Code ("KMC") §17.124.040.B.2g, the proposed community housing contribution will be scheduled as a discussion item for City Council review and feedback prior to design review. Following design review approval and before building permit issuance, the final FAR Exceedance Agreement will be brought back to the City Council for review and approval.
- Pursuant to KMC §17.124.040.B.2e, community housing units shall be targeted for Blaine
  County Housing Authority ("BCHA") income category 4, but "the applicant may seek the
  recommendation of the governing housing authority in the determination of an alternative
  category." This allowance shall be based on the need for the category type. Pursuant to KMC
  §17.124.040.B.2g, "the City Council may consider alternative proposals by the applicant to
  fulfill the community housing incentive."
- The project is required to provide a minimum of 4,936 square feet of community housing in exchange for the FAR bonus. The Perry Building project is proposing to mitigate the FAR increase by providing 5,014 square feet of community housing on site, dedicating seven community housing units on the ground floor of the mixed-use building as deed-restricted rentals. The rental units range in size from 624 square feet to 976 square feet. The applicant is proposing to target these community housing units for a mixture of income categories, including BCHA categories 4, 5, 6, and L.

### Introduction and History

Ketchum Municipal Code §17.124.040 encourages new developments to include a reasonable supply of affordable and resident-occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce. Developments in the Community Core may be built to a permitted FAR of 1.0. An increased FAR up to a maximum of 2.25 may be permitted, subject to design

review approval, with an associated community housing contribution. Pursuant to KMC §17.124.040.B.2f, "the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to: (1) Housing constructed by the applicant on or off-site, within the City of Ketchum; (2) Payment of an in lieu fee; or (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval."

The applicant is proposing to develop a new mixed-use building located on three Ketchum Townsite lots (131 W 4th Street and 471 & 431 N 1st Avenue) at the northwest corner of 1<sup>st</sup> Avenue and 4<sup>th</sup> Street (the "subject property") within the Mixed-Use Subdistrict of the Community Core ("CC-2 Zone"). The mixed-use building will contain a parking garage accessed from the alley, 4 retail units on the ground floor with frontage along 1<sup>st</sup> Avenue and 4<sup>th</sup> Street, 7 community housing rental units, and 16 market-rate multi-family dwelling units (the "project").

The project is proposing to take advantage of the FAR bonus in exchange for community housing, mitigating the additional floor area by dedicating seven on-site community housing units as deed-restricted rentals. The FAR calculations and exceedance analysis for the project is provided in Table 1. The mixed-use building is 53,756 gross square feet and the proposed FAR is 2.18.

TABLE 1: THE PERRY BUILDING FAR EXCEEDANCE ANALYSIS			
CC-2 Zone Permitted FAR			
Permitted FAR	1.0		
Permitted FAR with Community Housing	2.25		
The Perry Building: Proposed FAR & Exceedance	ce Analysis		
Subject Property Area	24,723 square feet		
Permitted Gross Floor Area (1.0 FAR)	24,723 square feet		
Proposed Gross Floor Area	53,756 square feet		
Proposed FAR	2.18		
Increase Above Permitted 1.0 FAR	29,033 square feet		
20% of Increase	5,807 square feet		
Net Livable (15% Reduction)	4,936 square feet		
Minimum Required Community Housing Contribution 4,936 square feet			



Figure 1: Ground-Level Floor Plan

As noted in the table above, the project is required to provide a minimum of 4,936 square feet of community housing in exchange for the FAR bonus. The Perry Building project is proposing to mitigate the FAR increase by providing 5,014 square feet of community housing on site, dedicating seven community housing units on the ground floor of the mixed-use building as deed-restricted rentals. The rental units range in size from 624 square feet to 976 square feet. Figure 1 shows the main-level floor plan with the proposed community housing units are outlined in green. The project's community housing proposal, including floor plans and targeted income categories, is included as Attachment A to the staff report.

Pursuant to KMC §17.124.040.B.2e, community housing units shall be targeted for Blaine County Housing Authority ("BCHA") income category 4, but "the applicant may seek the recommendation of the governing housing authority in the determination of an alternative category." This allowance shall be based on the need for the category type. Pursuant to KMC §17.124.040.B.2g, "the City Council may consider alternative proposals by the applicant to fulfill the community housing incentive." The applicant is proposing to target these community housing units for a mixture of income categories as follows:

	TABLE 2: THE PERRY BUILDING COMMUNITY HOUSING & PROPOSED INCOME CATEGORY				
Unit No.	Bedrooms	Unit Size	Proposed	Percentage of Area Median Income	
			Income Category	(AMI)	
U104	one bedroom	625 square feet	4	80% to 100%	
U106	two bedrooms	914 square feet	4	80% to 120%	
U103	one bedroom	625 square feet	5	100% to 120%	
U105	one bedroom	625 square feet	5	100% to 120%	
U102	one bedroom	625 square feet	6	120% to 140%	
U107	one bedroom	624 square feet	6	120% to 140%	
U109	one bedroom	976 square feet	L	No Income Limit (must be a full-time	
				resident and employee of Blaine County)	

Staff appreciates the total number of community housing units provided on the ground-level of the mixed-use development and their integration with market-rate residential units; however, staff does not support the income categories targeted for each rental unit as proposed by the applicant. The analysis below provides an overview of staff's position on the proposed community housing contribution. Staff requests the City Council provide feedback on the income category targets for the project. Goal 2 of the Housing Action Plan states that Ketchum should "Build a regulatory and policy environment that strongly encourages housing development with an emphasis on community and workforce housing, and which is consistent with other community goals." As detailed in the analysis below, staff recommends more community housing units should be targeted for 80% and less AMI to provide an equitable distribution and help address Ketchum's urgent need for more rental units for the local workforce. This is because 70% of Ketchum's workforce earns below 80% AMI – the median earnings per individual for our area is about 50% AMI and more than half of BCHA's waitlist are single-person households.

### Analysis

Due to a significant population increase and severe housing shortage, Ketchum is losing its workforce and year-round residents because most local people cannot afford to live here. The *Ketchum Housing Matters: Housing Action Plan, 2022-2023* (the "Housing Action Plan") identifies that the community's workforce has the greatest unmet housing need stating that, "Ketchum's workforce primarily consists of low- and middle-income households (under \$45,355 per year or \$23 per hour) that our local economy depends on. Sixty percent of local renters live in unaffordable housing, meaning they pay more than 30% of their gross/pre-tax income on housing costs." The city's economy depends on its workforce who primarily earn under 80% AMI based on industry median earnings data published by the US Census. While more housing is needed at every income level, the Housing Action Plan identifies that Ketchum's most significant need is for rental units ranging from 0% to 120% AMI targeted for the local workforce. Pursuant to KMC §17.124.040.B1, the purpose of the FAR bonus program is to, "encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for the housing of

community's employees." Community housing provided in exchange for FAR increases is intended to target Ketchum's workforce.

Staff believes the seven community housing units should be targeted to meet the objectives identified in the Housing Action Plan and targeted for income categories 4 or an equitable range of income categories with a median of income category 4 for the following reasons:

- Policy decisions related to income levels for the deed restricted community housing program should be informed by the recently adopted Housing Action Plan.
- The Housing Action Plan identifies that Ketchum most significantly needs more rental units for the local workforce housing that consists primarily of low- and middle-income households.
- The purpose of the FAR bonus in exchange for community housing program is to "help meet the demand and needs for housing of the community's employees" (KMC 17.124.040)
- Approximately 70% of Ketchum's workers earn less than 80% to 100% of area median income ("AMI").
- The most significant demand is for rental units targeted for income categories of 4 or less. Over 80% of households on the BCHA waitlist qualify for income categories of 4 or less.
- Staff has received an increased number of requests for higher income categories for on-site deed restricted community housing units. Allowance of higher income categories will erode the effectiveness of the program over time and diverge from the goals of the Housing Action Plan. The action on this project will set a precedent for other requests to increase income levels for on-site community housing units. The Housing Action Plan proposes alternative tools to increase housing production for higher income levels.

Staff would support a more equitable distribution of income categories with a median of income category 4. A more equitable range of income categories would include an income-category-3 unit for every income-category-5 unit and an income-category-2 unit for every income-category-6 unit. The median of the income categories should be 4 with an equitable distribution of units targeted for income categories of 3 or less and income categories of 5 or more. As proposed, 72% of the proposed community housing targets 100% and higher AMI and 43% of the community housing is proposed to target 120% and higher AMI. As income categories 5 and 6 are proposed, more community housing units should be targeted for 80% and less AMI to provide an equitable distribution and help address Ketchum's urgent need for more rental units for the local workforce.

The 976-square-foot one-bedroom unit is proposed to be targeted for BCHA Category L, which has no income or rent limit, but must be targeted for full-time residents and employees of Blaine County. Staff is not supportive of BCHA Category L because it does not fulfill the intent of the regulation. The 976 square feet of community housing proposed to be targeted for BCHA Category L would equate to an in-lieu fee of \$439,200. Staff believes that the in-lieu fee would be more desirable than providing a community housing unit with no income limit. Comparable, peer communities are able to buy category L deed-restrictions for \$100,000 to \$150,000 per unit: This \$439,200 could equate to three to four new deed-restrictions on existing units.

### Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. Ability to house employees and community participants locally decreases commuter vehicular trips.

### Financial Impact

There is no financial requirement from the city for this action.

### <u>Attachments</u>

A. The Perry Building: Proposed Community Housing Contribution

# Attachment A The Perry Building: Proposed Community Housing Contribution

COMMERCIAL AREA CALCULATION			
NAME	GROSS AREA		
RETAIL	1,902 SF		
OFFICE/RETAIL	1,008 SF		
RETAIL	1,786 SF		
RETAIL	1,233 SF		
TOTAL:	5,929 SF		

	UNITS BY LEVEL	
UNIT NO.	NAME	NET RENTABLE SF

00 2 . 22	EL FOR PARKING JLATION*
NET INTERIOR SF	PARKING REQUIRED

LEVEL 1		
U101	1 BED	648 SF
U102	1 BED - WORKFORCE *	625 SF
U103	1 BED - WORKFORCE *	625 SF
U104	1 BED - WORKFORCE *	625 SF
U105	1 BED - WORKFORCE *	625 SF
U106	2 BED - WORKFORCE *	914 SF
U107	1 BED - WORKFORCE *	624 SF
U108	1 BED	801 SF
U109	1 BED - WORKFORCE *	976 SF
U110	1 BED	979 SF
U111	1 BED	916 SF
LEVEL 1: 11		8,356 SF

LEVEL 4	
LEVEL 1	
593 SF	0
575 SF	0
572 SF	0
573 SF	0
572 SF	0
836 SF	0
575 SF	0
731 SF	0
910 SF	0
916 SF	1
845 SF	1
7,696 SF	2

LEVEL 2		
U201	3 BED PLUS	2,644 SF
U202	3 BED PLUS	3,056 SF
U203	1 BED PLUS	1,534 SF
U204	1 BED PLUS	2,035 SF
U205	1 BED PLUS	1,417 SF
U206	1 BED PLUS	1,657 SF
U207	2 BED PLUS	2,144 SF
U208	3 BED PLUS	3,083 SF
LEVEL 2: 8		17,570 SF

LEVEL 2	
2,495 SF	2
2,920 SF	2
1,423 SF	1
1,929 SF	1
1,325 SF	1
1,567 SF	1
2,020 SF	2
2,892 SF	2
16,571 SF	12

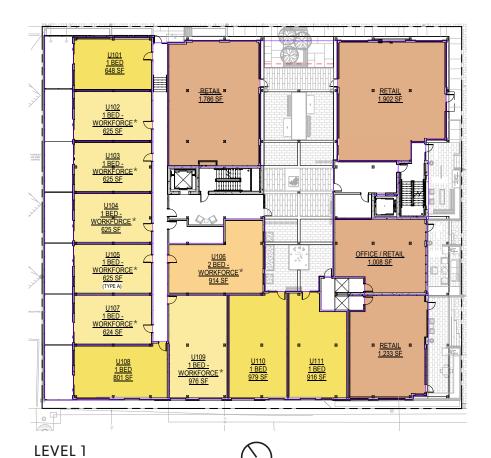
LEVEL 3		
U301	3 BED PLUS	3,292 SF
U302	4 BED PLUS	3,751 SF
U303	3 BED PLUS	3,060 SF
U304	3 BED PLUS	3,047 SF
LEVEL 3: 4		13,149 SF
TOTAL UNITS: 23		39,075 SF

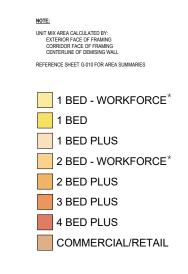
10,571 5F	12	
LEVEL 3		
3,096 SF	2	
3,541 SF	2	
2,880 SF	2	
2,854 SF	2	
12,372 SF	8	
36,638 SF	22**	

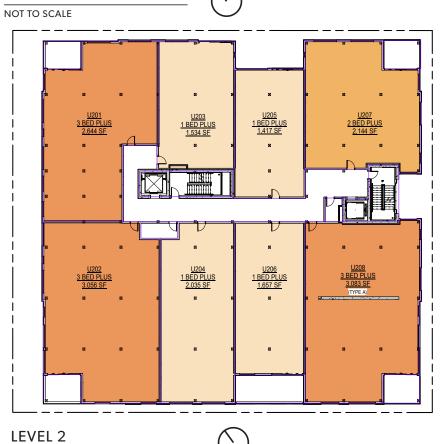
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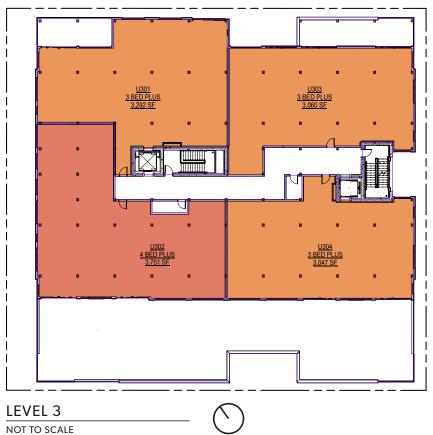
Note:

Workforce\* = Deed-Restricted Community Housing

















**GGLO**